

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

13/000346

RESOLUTION AWARDING BID FOR 132nd STREET NORTH TO CAPEHART ROAD, GRADING, CULVERTS AND 9" ASPHALT SURFACING WITH AN ALTERNATE FOR CONCRETE SURFACING, PROJECT C-77 (12-03) FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), 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 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for the 132nd Street North to Capehart Road, Project C-77 (12-03) have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

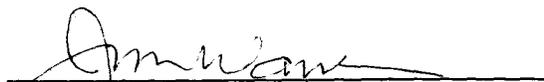
WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

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

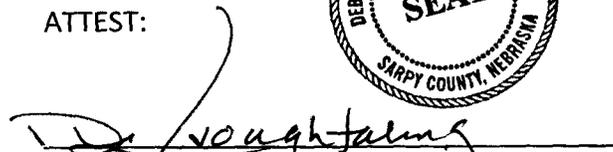
NOW, THEREFORE, be it resolved by this Board of County Commissioners that:

- (1) The low bid of Chas. Vrana & Son Construction Co. for 132nd Street North to Capehart Road, Grading, Culverts and 9" Asphalt Surfacing with an Alternate for Concrete Surfacing, Project C-77 (12-03) in the amount of Six Hundred Thirty Four Thousand Six Dollars and Twenty Cents (\$634,006.20) 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 19th 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 Chas. Vrana & Son Construction Co. hereinafter called Contractor.

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

1. **The Contractor does hereby agree to undertake and construct Sarpy County Project No. C-77 (12-03) 132nd Street North to Capehart 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 Six Hundred Thirty Four Thousand Six Dollars and Twenty Cents (\$634,006.20) 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 is any part, term, condition or provision of this Contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, condition, or provisions held to be invalid.
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: Chas. Vrana & Son Construction
4816 F Street
Omaha, NE 68117

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this day of , 2013.
19th March

County of Sarpy, Nebraska
A Body Politic and Corporate

(SEAL)



CHAIRMAN: Jim Vrana 3/19/13

ATTEST: _____

CLERK: Debora J. Houghtaling

APPROVED AS TO FORM:
Micole J. Kase
COUNTY ATTORNEY DEPUTY

CONTRACTOR: Charles H. Vrana

ATTEST:
Troy W. Perry
SECRETARY/WITNESS Troy W. Perry

PRESIDENT: _____



CERTIFICATE OF LIABILITY INSURANCE

5/1/2013

DATE (MM/DD/YYYY)

3/22/2013

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 LOCKTON COMPANIES, LLC-I KANSAS CITY 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	The Phoenix Insurance Company	25623
INSURER B:	The Charter Oak Fire Insurance Company	25615
INSURER C:	The Travelers Indemnity Company	25658
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CHAVR01 CERTIFICATE NUMBER: 12268087 REVISION NUMBER: XXXXXXXX

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	DT-CO-2789C848-PHX-12	5/1/2012	5/1/2013	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						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
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	N	DT-810-2789C848-PCOF-12	5/1/2012	5/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
C	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>	N	N	DTSM-CUP-2789C848-IND-12	5/1/2012	5/1/2013	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	DTVYBKUB-2789C848-12	5/1/2012	5/1/2013	<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	INSTALLATION FLOATER	N	N	QT-660-4850N509-PHX-12	5/1/2012	5/1/2013	\$2,000,000 LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: SARPY COUNTY PROJECT NO. C-77(12-03) 132ND STREET NORTH TO CAPEHART ROAD. SARPY COUNTY, ITS COMMISSIONERS/SUPERVISORS, OFFICIALS, AGENTS, REPRESENTATIVES AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTO AS PER WRITTEN CONTRACT, ON A PRIMARY BASIS. 30 DAYS NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CANCELLATION

12268087

SARPY COUNTY CLERK
ATTN: CHRIS VANCE
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

AIA Document A312 - Electronic Format

Performance Bond

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Any singular reference to Contract, Surety, Owner or Other Party Shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Chas. Vrana & Son Construction Co.
4816 F Street, Omaha, NE 68117
OWNER (Name and Address)
Sarpy County Public Works Dept.
120 Golden Gate Dr., Papillion, NE 68045

SURETY (Name and Principal Place of Business)

Hartford Fire Insurance Company
PO Box 2103, 690 Asylum Ave.
Hartford, CT 06155

CONSTRUCTION CONTRACT

Date: March 20, 2013
Amount: \$634,006.20
Description (Name and Location): Sarpy County Project No. C-77 (12-03)
132nd Street North to Capehart Road

BOND

Date (Not earlier than Construction Contract Date): March 20, 2013
Amount: \$634,006.20

Modifications to this Bond:

[X] None [] See Page

CONTRACTOR AS PRINCIPAL

Company: Chas. Vrana & Son Construction Co. (Corporate Seal)

Signature: [Signature]
Name and Title: Troy W. Perry CEO
(Any additional signatures appear on the last page)

SURETY

Company: Hartford Fire Insurance Co. (Corporate Seal)

Signature: [Signature]
Name and Title: Dee M Sykora, Attorney-in-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Gallagher Grace Mayer Insurance Agency
10050 Regency Cir. Ste #300, Omaha, NE 68114

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction

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3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last

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materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

A 312 PAYMENT BOND RIDER

This rider amends the provisions of the A312 Payment Bond as follows:

Paragraph 5 is deleted in its entirety.

Paragraph 6 is deleted in its entirety and replaced with the following:

6. When the Surety has received Notice as required in Paragraph 4 above, the Surety shall take the following action;

6.1) Send an acknowledgment letter to the claimant, with a copy to the Owner, requesting information and documentation necessary to investigate the claim.

6.2) As soon as reasonably practical under all circumstances, and after having received the requested documentation from the claimant, including a properly executed Affidavit of Claim, advise the claimant of the status of the claim.

No provision of this bond shall be interpreted to waive or discharge any right or defense of the Surety or the Contractor.

No action or failure to act by the Surety or the Contractor shall be considered to be an admission of liability or a waiver of the Contractor or Surety's right to dispute a claim in whole or in part.

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Some of the Companies names below are not licensed in every state

- Hartford Fire Insurance Company
- Hartford Casualty Insurance Company
- Hartford Accident and Indemnity Company
- Hartford Underwriters Insurance Company
- Twin City Fire Insurance Company
- Hartford Insurance Company of Illinois
- Hartford Insurance Company of the Midwest
- Hartford Insurance Company of the Southeast

(Designated Company(ies) delineated above by X in box)



1 Hartford Plaza, Hartford, Connecticut 06155

Date: September 25, 2007

To: Susan Vacinek
Bond Department
Kansas City Regional Office

From: Power of Attorney Section
Bond Department - Home Office

Subject: Power Of Attorney - Agency Code: 91-913579

Grace-Mayer Insurance Agency, Inc.
10050 Regancy Circle, Suite 300
Omaha, NE 68114

New Revision For New "Epower", No Changes

Current: Naomi A. Young, Dee M. Sykora, John L. Hruska, John Lehr, Garry M. Kaplan, Arnold H. Joffe
Added: Dorothy A. Osborne
Deleted: Naomi A. Young

POA names as of this date: Dee M. Sykora, John L. Hruska, John Lehr, Garry M. Kaplan, Arnold H. Joffe, Dorothy A. Osborne

unlimited Bond Signing Authority

- A (Standard) Underwriting Authority
- D (None) Underwriting Authority
- E (Bulk Reporting) Underwriting Authority

Attached is the following:

- Original power for producing pre-printed powers
Do not attach a photocopy (Xerox) or a faxed copy to any bond.

The Power of Attorney form (POA) must be sealed prior to being attached to the bond.

Sent under separate cover directly to the Agency:

- 1 Manually executed power(s) (Wet Powers) to the attention of Susan Vacinek, KC Bond Department

_____ Company Seal(s) to the attention of

Additional comments:

Signed Cheryl A. Comen

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 91-913579

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Dee M. Sykora, John L. Hruska, John Lehr, Garry M. Kaplan, Arnold H. Joffe, Dorothy A. Osborne
of
Omaha, NE

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 1st day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of March 20, 2013.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

AIA Document A312 - Electronic Format

Payment Bond

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Any singular reference to Contract, Surety, Owner or Other Party Shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Chas. Vrana & Son Construction Co.
4816 F Street, Omaha, NE 68117
OWNER (Name and Address)

SURETY (Name and Principal Place of Business)
Hartford Fire Insurance Company
PO Box 2103, 690 Asylum Ave.
Hartford, CT 06155

Sarpy County Public Works Dept
1210 Golden Gate Dr., Papillion NE 68045

CONSTRUCTION CONTRACT

Date: March 20, 2013

Amount: \$634,006.20

Description (Name and Location): Sarpy County Project No. C-77 (12-03)
132nd Street North to Capehart Road

BOND

Date (Not earlier than Construction Contract Date): March 20, 2013

Amount: \$634,006.20

Modifications to this Bond:

[x] None

[] See Page

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Chas. Vrana & Son Construction Co.

Signature:
Name and Title: Troy W. Perry CEO
(Any additional signatures appear on the last page)

SURETY

Company: Hartford Fire Insurance Co. (Corporate Seal)

Signature:
Name and Title: Dee M Sykora, Attorney-in-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Gallagher Grace Mayer Insurance Agency
10050 Regency Cir., Ste #300, Omaha, NE 68114

1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

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Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and

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shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have

been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Signature:
Name and Title:
Address:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Signature:
Name and Title:
Address:

Some of the Companies names below are not licensed in every state

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- Hartford Casualty Insurance Company
- Hartford Accident and Indemnity Company
- Hartford Underwriters Insurance Company
- Twin City Fire Insurance Company
- Hartford Insurance Company of Illinois
- Hartford Insurance Company of the Midwest
- Hartford Insurance Company of the Southeast



1 Hartford Plaza, Hartford, Connecticut 06155

Date: September 25, 2007

To: Susan Vacinek
Bond Department
Kansas City Regional Office

From: Power of Attorney Section
Bond Department - Home Office

Subject: Power Of Attorney – Agency Code: 91-913579

Grace-Mayer Insurance Agency, Inc.
10050 Regancy Circle, Suite 300
Omaha, NE 68114

- New
- Revision
- For New "Epower", No Changes

Current: Naomi A. Young, Dee M. Sykora, John L. Hruska, John Lehr, Garry M. Kaplan, Arnold H. Joffe
 Added: Dorothy A. Osborne
 Deleted: Naomi A. Young

POA names as of this date: Dee M. Sykora, John L. Hruska, John Lehr, Garry M. Kaplan, Arnold H. Joffe, Dorothy A. Osborne

unlimited Bond Signing Authority

- A (Standard) Underwriting Authority
- D (None) Underwriting Authority
- E (Bulk Reporting) Underwriting Authority

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Sent under separate cover directly to the Agency:

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- _____ Company Seal(s) to the attention of

Additional comments:

Signed Cheryl A. Comen

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 91-913579

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
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- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Dee M. Sykora, John L. Hruska, John Lehr, Garry M. Kaplan, Arnold H. Joffe, Dorothy A. Osborne
of
Omaha, NE

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 1st day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of March 20, 2013.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

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 132nd Street North to Capehart Road

On February 26, 2013 eight (8) bids were opened for the 132nd Street North to Capehart Road, Grading, Culverts and 9" Asphalt Surfacing, Project C-77 (12-03). The project alternate was to replace the asphalt with 9" concrete. The County received three (3) asphalt bids and five (5) concrete bids. It is recommended the low bid of \$634,006.20 of Vrana & Son Construction Co. including alternate 1 be approved. The contractor start date is June 1, 2013 and there are sixty (60) working days in the project.

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

March 15, 2013



Beth Garber

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



SARPY COUNTY

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

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

MEMORANDUM

To: Sarpy County Board of Commissioners

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

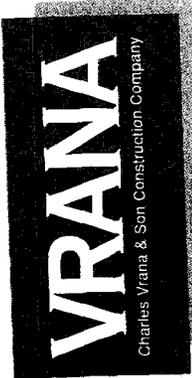
Subject: C-77(12-03) – 132nd Street North to Capehart Road

Date: March 15, 2012

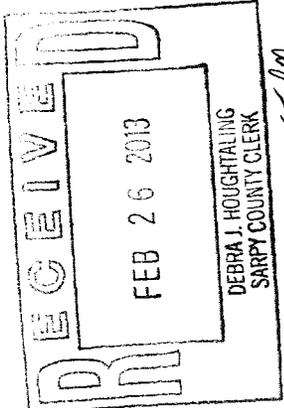
On February 26, 2013, bids were opened during the Sarpy County Board of Commissioners Meeting. Sarpy County received eight (8) bid proposals for the project, the lowest being from Charles Vrana and Sons Construction of Omaha, Nebraska with a Base Bid with Alternate of \$634,006.20. The Engineer's Estimate for the project Total Base Bid and Total Base Bid with Alternate were both \$865,948.50. The base bid was for 9 inches of asphalt (ACC) surfacing and the alternate bid was for 9 inches of concrete (PCC) surfacing, in which the low bid has concrete surfacing as the primary pavement surfacing.

Therefore, the Sarpy County Engineer recommends the Base Bid with Alternate from Vrana Construction Company of \$634,006.20.

DLW/bjh



Charles Vrana & Son
Construction Company
4816 F Street
Omaha, NE 68117-1481



2:55 PM
SM

Bid Bond
Sarpy County, Nebraska
132nd Street North to Capehart Road
Sarpy County Project No. C-77(12-03)



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



2:55 PM
SM

Sarpy County, Nebraska
132nd Street North to Capehart Road
Sarpy County Project No. C-77(12-03)

Sarpy County, Nebraska
 132nd Street North to Capehart Road
 Sarpy County Project No. C-77 (12-03)
 Revised Bid Form
 Revised 2/12/13

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
Grading				
General Clearing & Grubbing	JOB	LUMP SUM	\$ 40,500.00	\$ 40,500.00
Excavation	C.Y.	10828	\$ 1.90	\$ 20,573.20
Borrow	C.Y.	420	\$ 10.00	\$ 4,200.00
Water Applied	JOB	LUMP SUM	\$ 3,400.00	\$ 3,400.00
Earthwork Shoulders(Includes Water as Required)	STA.	27.5	\$ 250.00	\$ 6,875.00
Subgrade Preparation	S.Y.	7857	\$ 1.40	\$ 10,999.80
Barricading	JOB	LUMP SUM	\$ 2,300.00	\$ 2,300.00
Seeding Type C	ACRE	5.25	\$ 1,800.00	\$ 9,450.00
Erosion Control Silt Fence	L.F.	4249	\$ 1.90	\$ 8,073.10
Erosion Checks	EA	48	\$ 60.00	\$ 2,880.00
Move and Replace Fencing	L.F.	1248	\$ 3.80	\$ 4,742.40
Grading Subtotal			\$	113,933.50
Culvert				
Remove Existing Culverts	L.F.	191	\$ 15.00	\$ 2,865.00
INSTALL 15" CMP 12ga.	L.F.	64	\$ 50.00	\$ 3,200.00
INSTALL 18" CMP 12ga.	L.F.	96	\$ 42.00	\$ 4,032.00
INSTALL 24" CMP 12ga.	L.F.	30	\$ 75.00	\$ 2,250.00
INSTALL 24" ARCH CMP 12ga.	L.F.	82	\$ 65.00	\$ 5,330.00
INSTALL 30" CMP 12ga.	L.F.	84	\$ 55.00	\$ 4,620.00
INSTALL 30" X 8' X 13 ^o 42'	EA.	1	\$ 1,200.00	\$ 1,200.00
INSTALL 15" F.E.S.	EA.	4	\$ 300.00	\$ 1,200.00
INSTALL 18" F.E.S.	EA.	6	\$ 305.00	\$ 1,830.00
INSTALL 24" F.E.S.	EA.	2	\$ 350.00	\$ 700.00
Riprap Type "B"	TONS	34	\$ 52.00	\$ 1,768.00

Filter Fabric	S.Y.	58	\$ 2.90	\$ 168.20
*Note Ends of all CMP will be Rerolled to accept an 2' Annular Band				
Culvert Subtotal			\$	29,163.20
Pavement				
Mechanically Trim Sub-grade Prior to Placement of Surfacing	S.Y.	7857	\$ No BID	\$ No BID
Place 9" Asphalt Surfacing	S.Y.	7857	\$ No BID	\$ No BID
6" Asphalt NDOR Type SPR Base Course (Placed In 3" Lifts)			No BID	No BID
3" Asphalt NDOR Type SPR Surface Course			No BID	No BID
Build 4" Asphalt Drives & Field Entrances	S.Y.	244	\$ No BID	\$ No BID
Tack Coat	Gal.	2356	\$ No BID	\$ No BID
Striping (Yellow Centerline)	L.F.	2750	\$ 0.25	\$ 687.50
Striping (White Edge Lines))	L.F.	5500	\$ 0.22	\$ 1,210.00
Pavement Subtotal			\$	1,897.50
Guardrail				
SRT-75 Guardrail	L.F.	275	\$ 21.00	\$ 5,775.00
SRT-75 Guardrail Terminal End Sections	EA.	6	\$ 1,300.00	\$ 7,800.00
Guardrail Subtotal			\$	13,575.00
Box Culvert				
General Clearing & Grubbing	JOB	LUMP SUM	\$ 14,000.00	\$ 14,000.00
Earthwork Measured in Embankment	C.Y.	2395	\$ 10.00	\$ 23,950.00
Riprap Filter Fabric	S.Y.	902	\$ 4.00	\$ 3,608.00
Riprap Type "B"	TONS	211.4	\$ 65.00	\$ 13,741.00
Remove Structure	EA.	1	\$ 26,000.00	\$ 26,000.00
Excavation for Box Culvert	C.Y.	3140	\$ 5.60	\$ 17,584.00
Granular Material for Foundation of Box Culvert	C.Y.	230	\$ 63.00	\$ 14,490.00
Class 47B-3000 Concrete for Box Culvert	C.Y.	372	\$ 310.00	\$ 115,320.00
Reinforcing Steel for Box Culvert	LB.	56,440	\$ 0.90 26.7-00	\$ 50,796.00 78 55,440.00
Box Culvert Subtotal			\$	279,489.00
Alternate 1: 9" P.C.C. Pavement				
9" P.C.C. Pavement Type 47B-3500	S.Y.	7857	\$ 24.00	\$ 188,568.00
Build 4" Concrete Drives and Field Entrances	S.Y.	244	\$ 30.00	\$ 7,320.00
Grand Total Bid			\$	195,888.00
Total Bid with Alternate			\$	634,006.20

*Prices are to be F.O.B. - 132nd Street North to Capehart Road, Sarpy County, NE

CONTRACTOR START DATE:

6/1/13

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 **60 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:

104

of employees

65

Total sales last 3 years

35m
35m
35m

References:

Company Name: Nebraska Dept. of Roads
Address: 4425 So. 108th Street, Omaha, NE 68137
Contact Name: Tim Weander Phone Number: 402-595-2534
Fax Number: 402-595-1703 Date of Purchase: _____
Email: tim.weander@nebraska.gov

Company Name: City of Omaha Public Works
Address: 1819 Farnam St.
Contact Name: Tim O'Bryan Phone Number: 402-444-5220
Fax Number: 402-444-5248 Date of Purchase: _____
Email: tobryan@ci.omaha.ne.us

Company Name: Olsson Associates
Address: 2111 South 67th St., Suite 200 Omaha, NE 68106
Contact Name: Mike Piernicky Phone Number: 402-341-1116
Fax Number: 402-341-5895 Date of Purchase: _____
Email: mpiernicky@oaconsulting.com

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.

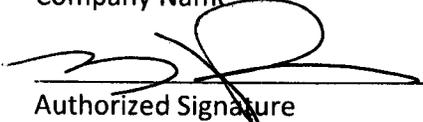
The undersigned acknowledged receipt of the following addenda (if applicable):

Addendum #1 1/18/13
Addendum #2 2/12/13
Addendum #3 2/20/13
Addendum #4 2/22/13

Attachments: **Literature**
 Warranty Information

Chas. Vrana & Son Construction Co.

Company Name



Authorized Signature

4816 "F" Street

Address

Omaha, NE 68117

City, State & Zip

Troy W. Perry

Company Representative (Please print)

402-733-5200

Telephone Number

402-733-5203

Fax Number

tperry@vrana.com

E-Mail Address

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

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. Item 6 "Subgrade Preparation" includes mechanically trimming subgrade.

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

THE AMERICAN INSTITUTE OF ARCHITECTS



BID-003-2013

AIA Document A310

Bid Bond

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

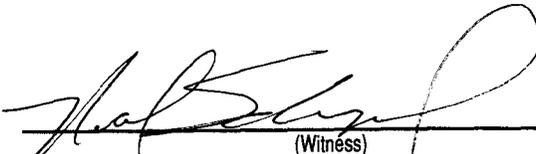
Hartford Fire Insurance Company, 1 Hartford Plaza, Hartford CT 06155, a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety, are held and firmly bound unto

Sarpy County Public Works Department, Sarpy County NE hereinafter called the Obligee, in the sum of **Five Percent of Bid Dollars (5% of bid)**, 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 **132nd Street North to Capehart Road C-77(12-03)**

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

Signed and sealed this 26th day of February 2013

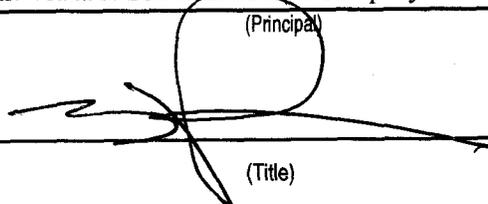


(Witness)

Chas. Vrana & Son Construction Company

(Principal)

(Seal)

By 

(Title)

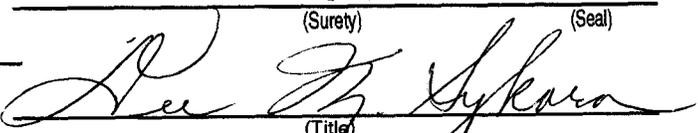
Hartford Fire Insurance Company

(Surety)

(Seal)



(Witness)



(Title)

Dee M Sykora, Attorney-in-Fact

Some of the Companies names below are not licensed in every state

- Hartford Fire Insurance Company
- Hartford Casualty Insurance Company
- Hartford Accident and Indemnity Company
- Hartford Underwriters Insurance Company
- Twin City Fire Insurance Company
- Hartford Insurance Company of Illinois
- Hartford Insurance Company of the Midwest
- Hartford Insurance Company of the Southeast



1 Hartford Plaza, Hartford, Connecticut 06155

Date: September 25, 2007

To: Susan Vacinek
Bond Department
Kansas City Regional Office

From: Power of Attorney Section
Bond Department - Home Office

Subject: Power Of Attorney – Agency Code: 91-913579

Grace-Mayer Insurance Agency, Inc.
10050 Regancy Circle, Suite 300
Omaha, NE 68114

- New
- Revision
- For New "Epower", No Changes

Current: Naomi A. Young, Dee M. Sykora, John L. Hruska, John Lehr, Garry M. Kaplan, Arnold H. Joffe
 Added: Dorothy A. Osborne
 Deleted: Naomi A. Young

POA names as of this date: Dee M. Sykora, John L. Hruska, John Lehr, Garry M. Kaplan, Arnold H. Joffe, Dorothy A. Osborne

unlimited Bond Signing Authority

- A (Standard) Underwriting Authority
- D (None) Underwriting Authority
- E (Bulk Reporting) Underwriting Authority

Attached is the following:

- Original power for producing pre-printed powers
Do not attach a photocopy (Xerox) or a faxed copy to any bond.

The Power of Attorney form (POA) must be sealed prior to being attached to the bond.

Sent under separate cover directly to the Agency:

- 1 Manually executed power(s) (Wet Powers) to the attention of Susan Vacinek, KC Bond Department

- _____ Company Seal(s) to the attention of

Additional comments:

Signed Cheryl A. Comen

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 91-913579

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Dee M. Sykora, John L. Hruska, John Lehr, Garry M. Kaplan, Arnold H. Joffe, Dorothy A. Osborne
of
Omaha, NE

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 1st day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, 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 effective as of February 26, 2013.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President