

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

13/000481

RESOLUTION AWARDING BID FOR PUBLIC DEFENDER/JAIL RECEPTION REMODEL PROJECT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for the remodel project 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:

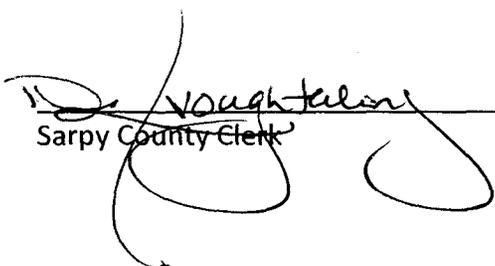
- (1) The low bid of F & B Constructors, Inc. for the Public Defender/Jail Reception Remodel Project for One Hundred Seventy Three Thousand Six Hundred Fifty Dollars (\$173,650.00) is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 9th day of

April, 2013.

ATTEST:


 Sarpy County Board Chairman


 Sarpy County Clerk

AIA® Document A101™ – 2007

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

AGREEMENT made as of the Ninth day of April in the year Two Thousand Thirteen
(In words, indicate day, month and year.)

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

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

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

F & B Constructors, Inc.
4344 South 87th Street
Omaha, Nebraska 68127
Telephone Number: (402) 592-7430

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

Sarpy Public Defender Interior Remodel
Sarpy County Jail
1208 Golden Gate Drive
Papillion, Nebraska
Interior remodeling work within certain existing non-secure administrative areas of the Sarpy County Jail building at 1208 Golden Gate Drive, Papillion, Nebraska.

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

Carlson West Povondra Architects
5060 Dodge Street
Omaha, Nebraska 68132
Telephone Number: (402) 551-1500
Fax Number: (402) 551-9488

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

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AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:25:31 on 04/05/2013 under Order No.2158328491_1 which expires on 10/12/2013, and is not for resale.
User Notes:

(1802327927)

TABLE OF ARTICLES

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- 2 THE WORK OF THIS CONTRACT
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- 5 PAYMENTS
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- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
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- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One hundred twenty (120) days from the date of commencement, or as follows:

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

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Seventy-three Thousand Six Hundred Fifty Dollars and Zero Cents (\$ 173,650.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

- Alternate 1 – Alternative Door Hardware Function
- Alternate 2b – Carpet Tile

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

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
As enumerated in the Project Manual	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract

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Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

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

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

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

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

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

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

§ 5.2 FINAL PAYMENT

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

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

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

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows: *(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

12.00 % per annum

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

Sarpy County Purchasing
1210 Golden Gate Drive
Papillion, NE 68046

Init.

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

F & B Constructors, Inc.
4344 South 87th Street
Omaha, Nebraska 68127

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

§ 8.6 Other provisions:

§ 8.6.1 RESIDENCY VERIFICATION

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
A201 - 2007	General Conditions of the Contract for Construction -- as edited with Supplementary Conditions and bound in	February 25, 2013	43 Pages

Init.

the Project Manual

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Attached as Exhibit A

Section	Title	Date	Pages
Section 000110	Table of Contents	March 20, 2013	2 Pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Attached as Exhibit B

Number	Title	Date
Section 000115	List of Drawings	February 25, 2013 1 Page

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum CC-1	March 15, 2013	2 Pages and 2 attachments
Addendum CC-2	March 20, 2013	3 Pages and 172 attachments

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

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

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

ARTICLE 10 INSURANCE AND BONDS

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

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

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance Bond	100% of Contract Amount
Payment Bond	100% of Contract Amount

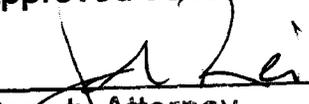
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This Agreement entered into as of the day and year first written above.

 4/9/2013
OWNER (Signature)
Jim Warren, Chairman
(Printed name and title)


CONTRACTOR (Signature) John C. Flor
Vice-President
(Printed name and title)

Approved as to form.


County Attorney

Init.

Division	Section Title	Pages
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SERIES 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

000101	PROJECT TITLE PAGE	1
000107	SEALS PAGE	1
000110	TABLE OF CONTENTS	1
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000115	LIST OF DRAWINGS	1
002113	INSTRUCTIONS TO BIDDERS	1
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007213A	GENERAL AND SUPPLEMENTARY CONDITIONS – AIA DOC A201	43

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012100	ALLOWANCES	3
012300	ALTERNATES	2
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012900	PAYMENT PROCEDURES	4
013100	PROJECT MANAGEMENT AND COORDINATION	5
013300	SUBMITTAL PROCEDURES	6
013350	DIGITAL DATA LICENCING AGREEMENT	1
013350A	DIGITAL DATA AGREEMENT ATTACHMENT – AIA DOC C106	3
014200	REFERENCES	2
015000	TEMPORARY FACILITIES AND CONTROLS	3
016000	PRODUCT REQUIREMENTS	5
017300	EXECUTION	8

DIVISION 02 – SITE CONSTRUCTION

024119	SELECTIVE DEMOLITION	7
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DIVISION 03 - THRU 05 NOT APPLICABLE

DIVISION 06 – WOOD, PLASTICS & COMPOSITES

064023	INTERIOR ARCHITECTURAL WOODWORK	8
068215	BULLET RESISTANT FIBERGLASS COMPOSITE	3

DIVISION 07 - NOT APPLICABLE

DIVISION 08 – OPENINGS

081113	HOLLOW METAL FRAMES	8
083462	BULLET RESISTANT HOLLOW METAL DOORS AND FRAME ASSEMBLIES	3
087111	DOOR HARDWARE	12

DIVISION 09 - FINISHES

092216	NON-STRUCTURAL METAL FRAMING	4
092900	GYPSUM BOARD	7
093000	TILING	10
095113	ACOUSTICAL PANEL CEILINGS	7
096513	RESILIENT BASE AND ACCESSORIES	5

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 099121PAINTING & STAINING..... 8

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102800TOILET ACCESSORIES..... 5

DIVISION 22 - PLUMBING

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 220529HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT 12
 220719PLUMBING PIPING INSULATION 20
 221116.....DOMESTIC WATER PIPING..... 10
 221119.....DOMESTIC WATER PIPING SPECIALTIES..... 8
 221316SANITARY WASTE AND VENT PIPING 9
 221319SANITARY WASTE AND VENT PIPING SPECIALTIES..... 7
 224213.13 ...COMMERCIAL WATER CLOSETS..... 5
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 233300.....AIR DUCT ACCESSORIES..... 5
 238146.13...WATER-TO-AIR HEAT PUMPS..... 8

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 260533.....RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS.....5
 260544SLEEVES & SLEEVE SEALS FOR ELECTRICAL RACEWAYS & CABLING..... 2
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 260923LIGHTING CONTROL DEVICES..... 3
 262726.....WIRING DEVICES..... 6
 265100.....INTERIOR LIGHTING.....7

END OF SECTION 000110

SECTION 000115 - LIST OF DRAWINGS

GENERAL

CC-0..... Title Sheet

ARCHITECTURAL

D1.1..... Demolition Plan

A1.1..... General Notes, Floor Plan, & Wall Types

A2.1..... Reflected Ceiling Plan & Room Finish Schedule

A3.1..... Door & Frame Schedule, Elevations, & Details / Restroom

A4.1..... Millwork / Interior Elevations

MECHANICAL

M0.0..... Mechanical Symbols, Notes, and Abbreviations

M1.1..... Partial Floor Plan – Mechanical and Plumbing New Work

MD1.1..... Partial Floor Plan – Mechanical and Plumbing Removal

FP1.1..... Fire Protection Plan

FP1.2..... Fire Protection Plan

ELECTRICAL

E0.1..... General Notes

E0.2..... Symbol Legend

E1.1..... Partial Floor Plan – Lighting

E2.1..... Partial Floor Plan – Power

E2.2..... Partial Floor Plan – Jail Reception Area

E3.1..... Electrical Details

ED1.1..... Partial Floor Plan – Lighting Removal

ED2.1..... Partial Floor Plan – Electrical Removal

END OF SECTION 000115



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/11/2013

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
	INSURER(S) AFFORDING COVERAGE
INSURED F & B Constructors, Inc. 4344 S. 87th Street Omaha NE 68127	INSURER A: Cincinnati Insurance Co.
	INSURER B: Cincinnati Insurance Co.
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** 2044748287 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPP0887656	5/1/2012	5/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CPA0887656	5/1/2012	5/1/2013	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 type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CPP0887656	5/1/2012	5/1/2013	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	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/A	WC2108040	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
B	Equipment Floater			CPP0887656	5/1/2012	5/1/2013	Hired/Leased \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Sarpy County Public Defender Remodel. Sarpy County is additional insured in regards to the work performed by the named insured.

CERTIFICATE HOLDER Sarpy County Public Defender Interior Remodel 1208 Golden Gate Drive Papillion NE 68046	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jill Aldredge</i>
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Bond Number NEC 61473

Performance Bond

CONTRACTOR:

(Name, legal status and address)
F & B Constructors, Inc.
4344 S. 87th St.
Omaha, NE 68127

SURETY:

(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
2100 Fleur Dr.
Des Moines, IA 50321

OWNER:

(Name, legal status and address)
Sarpy County Board of Commissioners
1210 Golden Gate Dr.
Papillion, NE 68046

CONSTRUCTION CONTRACT

Date: April 9, 2013
Amount: **\$173,650.00**

Description: **Sarpy County Defender Interior Remodel, Sarpy County Jail**
(Name and location)

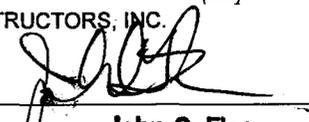
BOND

Date: April 16, 2013
(Not earlier than Construction Contract Date)
Amount: **\$173,650.00**

Modifications to this Bond: None See Section 16

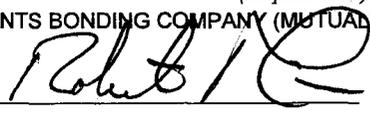
CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
F & B CONSTRUCTORS, INC.

Signature: 
Name: **John C. Flor**
and Title: **Vice-President**
(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*
MERCHANTS BONDING COMPANY (MUTUAL)

Signature: 
Name: **Robert T. Cirone, Attorney-in-Fact**
and Title:

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

Gene Lilly Surety Bonds, Inc.
3440 O St.
Lincoln, NE 68510

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Carlson West Povondra Architects
5060 Dodge St.
Omaha, NE 68132

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



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§ 1 The Contractor and 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 when applicable to participate in a conference as provided in Section 3.

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

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

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

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

§ 5.3 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 a 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 Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 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, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Section 5.4, and the Owner refuses the payment 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.



§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, 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. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 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 Section 5; and
- 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.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 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, successors and assigns.

§ 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 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 shall be instituted within two years after a declaration of 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.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **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.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.



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§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 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: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:



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Payment Bond

CONTRACTOR:

(Name, legal status and address)

F & B Constructors, Inc.
4344 S. 87th St.
Omaha, NE 68127

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
2100 Fleur Dr.
Des Moines, IA 50321

OWNER:

(Name, legal status and address)

Sarpy County Board of Commissioners
1210 Golden Gate Dr.
Papillion, NE 68046

CONSTRUCTION CONTRACT

Date: April 9, 2013

Amount: \$173,650.00

Description: Sarpy County Defender Interior Remodel, Sarpy County Jail
(Name and location)

BOND

Date: April 16, 2013

(Not earlier than Construction Contract Date)

Amount: \$173,650.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: F & B CONSTRUCTORS, INC. (Corporate Seal)

Signature: _____

Name and Title John C. Flor
Vice-President

(Any additional signatures appear on the lastpage of this Payment Bond.)
(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

Gene Lilly Surety Bonds, Inc.
3440 O St.
Lincoln, NE 68510

SURETY

Company: MERCHANTS BONDING COMPANY (MUTUAL) (Corporate Seal)

Signature: _____

Name and Title Robert T. Cirone, Attorney-in-Fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

Carlson West Povondra Architects
5060 Dodge St.
Omaha, NE 68132

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§ 1 The Contractor and 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, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5. 1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 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 Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



§ 10 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 the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 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.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last 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.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- 1 the name of the Claimant;
- 2 the name of the person for whom the labor was done, or materials or equipment furnished;
- 3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- 4 a brief description of the labor, materials or equipment furnished;
- 5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- 7 the total amount of previous payments received by the Claimant; and
- 8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. 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.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.



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§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 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: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:



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MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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,

Jacob J Buss; James M King; Robert T Cirone; Suzanne P Westerholt

of Lincoln 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

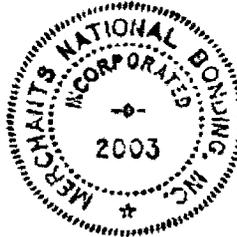
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

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 1st day of January, 2012.



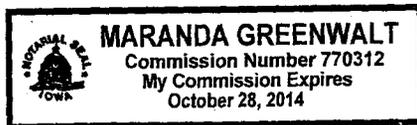
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 1st day of January, 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 16th day of April, 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: Public Defender/Jail Reception Remodel Projects

On March 27, 2013 twelve (12) bids were opened for the Public Defender/Jail Reception Remodel Project. The bids included a base bid with three options. The options included:

- Alternate 1: Secure private offices with lockable hardware
- Alternate 2a: Remove existing carpet and replace all carpet areas with a broadloom carpet (in lieu of partial replacement).
- Alternate 2b: Remove existing carpet in all areas and replace with carpet squares.

After reviewing all of the bids, including various alternates, it is recommended the bid be awarded to the low bidder F & B Constructors for the Base Bid along with Alternate 1 and Alternate 2b for a total of \$173,650.00. The project architect, Carlson West Povondra, has contacted the various references for F & B Constructors and all came back with very positive comments.

Please let me know if you have any questions.

May 12, 2011

Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Ross Richards
Dan Williamson
Tom Strigenz

MEMORANDUM

SARPY COUNTY
FACILITIES MANAGEMENT

Date: April 2, 2013

To: Beth Garber

From: Ross Richards

Subject: Public Defender Interior Remodel - Recommendation

Facilities Management reviewed bids from twelve vendors. F&B Constructors appears to be the lowest responsive and responsible bidder.

Based on bid amounts, qualifications and positive references, Facilities Management recommends awarding the subject project to F&B Constructors for the base bid and Alternates 1 and 2b.

- Alternate 1 to secure private offices with lockable door hardware
- Alternate 2b for expanded carpet scope using carpet squares; carpet squares are the material of choice for all future County carpet installation due to ease of maintenance, durability and versatility.

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

Public Defender Remodel Project
Bid Tab

Open: 2:00 p.m., Wednesday
March 27, 2013

	Calabretto Building Group	F&B Constructors	D.R. Anderson Construction	Lueder Construction	Precision Enterprises	Rife Construction
Lump Sum Base Bid	\$168,000.00	\$166,000.00	\$189,500.00	\$203,000.00	\$175,000.00	\$219,296.00
Alternate 1	\$1,655.00	\$1,150.00	\$2,000.00	\$1,800.00	\$931.00	\$9,532.00
Alternate 2a	\$3,350.00	\$5,600.00	\$4,200.00	\$4,500.00	\$3,995.00	\$7,579.00
Alternate 2b	\$4,270.00	\$6,500.00	\$4,500.00	\$6,000.00	\$5,030.00	\$4,916.00
Total with Alternate 1 Only	\$169,655.00	\$167,150.00	\$191,500.00	\$204,800.00	\$175,931.00	\$228,828.00
Total with Alternate 2a Only	\$171,350.00	\$171,600.00	\$193,700.00	\$207,500.00	\$178,995.00	\$226,875.00
Total with Alternate 2b Only	\$172,270.00	\$172,500.00	\$194,000.00	\$209,000.00	\$180,030.00	\$224,212.00
Total for Alternate 1 & 2a	\$173,005.00	\$172,750.00	\$195,700.00	\$209,300.00	\$179,926.00	\$236,407.00
Total for Alternate 1 & 2b	\$173,925.00	\$173,650.00	\$196,000.00	\$210,800.00	\$180,961.00	\$233,744.00
Work Completion Date	9/15/2013	120 Calendar Days	9/1/2013	8/1/2013	8/15/2013	180 Calendar Days

Public Defender Remodel Project
Bid Tab

Open: 2:00 p.m., Wednesday
March 27, 2013

	KRT Construction	JFK Construction	All Purpose Construction	Elkhorn West Construction	Prairie Construction Company	KC Petersen Construction
Lump Sum Base Bid	\$321,226.00	\$180,149.00	\$179,900.00	\$180,090.00	\$181,000.00	\$183,500.00
Alternate 1	\$1,375.00	\$1,836.00	\$1,300.00	\$1,170.00	\$1,200.00	\$1,250.00
Alternate 2a	\$5,625.00	\$17,660.00	\$4,200.00	\$5,020.00	\$4,800.00	\$5,451.00
Alternate 2b	\$3,500.00	\$18,654.00	\$5,300.00	\$6,000.00	\$5,800.00	\$6,485.00
Total with Alternate 1 Only	\$322,601.00	\$181,985.00	\$181,200.00	\$181,260.00	\$182,200.00	\$184,750.00
Total with Alternate 2a Only	\$326,851.00	\$197,809.00	\$184,100.00	\$185,110.00	\$185,800.00	\$188,951.00
Total with Alternate 2b Only	\$324,726.00	\$198,803.00	\$185,200.00	\$186,090.00	\$186,800.00	\$189,985.00
Total for Alternate 1 & 2a	\$328,226.00	\$199,645.00	\$185,400.00	\$186,280.00	\$187,000.00	\$190,201.00
Total for Alternate 1 & 2b	\$326,101.00	\$200,639.00	\$186,500.00	\$187,260.00	\$188,000.00	\$191,235.00
Work Completion Date	7/3/2013	12 Weeks from Start	110 Calendar Days	8/30/2013	7/12/2013	135 Days



F & B CONSTRUCTORS, INC.

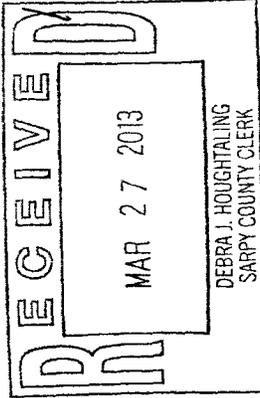
4344 SO. 87TH STREET • OMAHA, NE 68127

DEB HOUGHTALING,
SARPY COUNTY COURTHOUSE
210 GOLDEN GATE DRIVE
PAPILLON, NE. 68046

Public Defender / INTERISE RAMAREZ

BID TIME: 2:00 PM

BID DATE: 27 MAR 13



1:50 PM
gsm

Sarpy County
Public Defender Interior Remodel
1208 Golden Gate Drive
Papillion, Nebraska

CWP Project No. 13412
March 21, 2013

Bid of: F+B CONSTRUCTORS, INC.

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

hereinafter called the Bidder.

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

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

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

Drawings: per on Sheet CC0.1 and Project Manual Section 00 01 15 - List of Drawing Sheets

Addenda: CC- 1 through CC- 2

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

In submitting this Bid, the undersigned agrees:

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

3. To enter into and execute a Contract if awarded on the basis of this Bid, to furnish a Performance Bond and a Labor and Material Payment Bond in accord with the General Conditions and General Requirements of this Contract, and to deliver executed Owner-Contractor Agreements and Bonds to the Architect within six (6) days after notification of award.

4. To complete the Work on or before 4 months after Award of contract or 120 calendar days after award.

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

the Lump Sum of one hundred sixty six thousand Dollars (\$ 166,000⁰⁰)
(To be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATES: The lump sum base bid may be modified in accord with the following alternates as may be accepted by the Owner. Refer to Division 1 Section "Alternates" of the Project Manual. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ALTERNATE 1: Alternative Door Hardware Functions. If accepted, **ADD** to the Lump Sum Base Bid the sum of

one thousand one hundred fifty 9⁰⁰ Dollars (\$ 1,150⁰⁰).

ALTERNATE 2a: Additional Carpet Replacement. If accepted, **ADD** to the Lump Sum Base Bid the sum of

five thousand six hundred Dollars (\$ 5,600⁰⁰).

ALTERNATE 2b: Carpet Tile. If accepted, **ADD** to the Lump Sum Base Bid the sum of

six thousand five hundred Dollars (\$ 6,500⁰⁰).

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

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

Dated this 27th day of MARCH, 2013.

F + B CONSTRUCTORS, INC.

Corporate Name of Bidder

4344 SOUTH 87TH STREET
OMAHA NE 68127

Address of Bidder

402-592-7430

Area Code/Telephone Number

JOHN C. FLOR, V.P.

Authorized Officer Name

Authorized Officer Signature

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

F & B Constructors, Inc.

4344 S. 87th St.

Omaha, NE 68127

OWNER:

(Name, legal status and address)

Sarpy County Treasurer

1210 Golden Gate Dr.

Papillion, NE 68046

BOND AMOUNT: Five percent of the amount bid

(\$-5%-)

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)

2100 Fleur Dr.

Des Moines, IA 50321

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Sarpy County Public Defender Interior Remodel

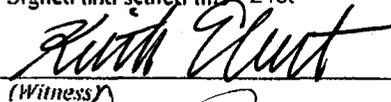
CWPA 12134

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of March, 2013



(Witness)



(Witness)

F & B CONSTRUCTORS, INC.

(Principal)

(Title)

MERCHANTS BONDING COMPANY (MUTUAL)

(Surety)

(Title) Robert T. Cirone,

Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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061110

MAR 12 2013

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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,

Jacob J Buss; James M King; Robert T Cirone; Suzanne P Westerholt

of Lincoln 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 1st day of January, 2012.



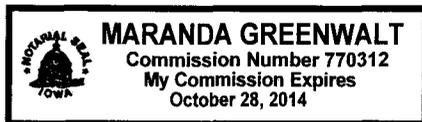
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 1st day of January, 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.

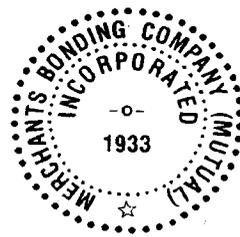


Maranda Greenwalt
Notary Public, Polk County, Iowa

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 21st day of March, 2012.



William Warner Jr.
Secretary