

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR CAPEHART ROAD, 60TH STREET TO 48TH STREET, PROJECT C-77 (13-01)
FOR THE PUBLIC WORKS DEPARTMENT

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 Capehart Road - 60th Street to 48th Street, Project C-77 (13-01) 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,

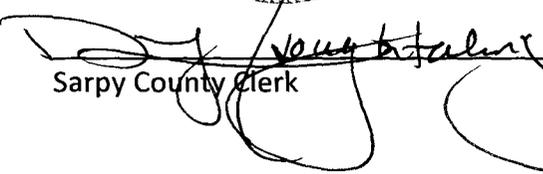
WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

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

- (1) The low bid of Luxa Construction Co, Inc. for the Capehart Road - 60th Street to 48th Street, Project C-77 (13-01) for One Million Four Thousand One Hundred Seventy Eight Hundred Dollars and Twenty Cents (\$1,004,178.20) 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 28th day of January, 2014.


Sarpy County Board Chairman

ATTEST: 

Sarpy County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, 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

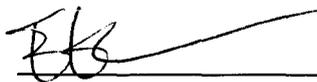
Re: Award Bid for Capehart Road – 60th to 48th Streets

On January 14, 2014, seven (7) bids were opened for Capehart Road – 60th Street to 48th Street, Project C-77 (13-01). It is recommended the bid be awarded to the low bid from Luxa Construction for \$1,004,178.20 with a start date of May 1, 2014. The engineer's estimate for the project was \$1,587,412.00. While we can't be completely certain why the bids came in so low, we believe Lamp Rynearson, who prepared the engineer's estimate, based the estimate on current SID bids that have been coming in high along with bidding the project early in the year while contractors are still lining up their jobs to construct.

The County has used Luxa Construction for at least eleven (11) Public Work projects since 1996 and the company has been in business for twenty (20) years. They are a reliable local business from Blair, Nebraska.

Please feel free to contact me with any questions.

January 24, 2014



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, Sarpy County Engineer 

Subject: C-77(13-1) Capehart Road 60th to 48th Construction Bid

Date: January 23, 2014

On January 14, 2014 the Sarpy County Board of Commissioners opened bids for project C-77(13-1) Capehart Road from 60th to 48th. The County received 7 bids with the low bid coming from Luxa Construction, Inc of Blair Nebraska with a bid of \$ 1,004,178.20. The revised Engineers Estimate for the project was \$ 1,587,412.00.

After reviewing the bid tabs and unit prices, the extended total from Luxa Construction, Inc was lower than the Engineers Estimate by a total of \$ 583,233.80.

The Sarpy County Engineer recommends that the bid from Luxa Construction, Inc based on the unit pricing totals of \$ 1,004,178.20 be approved. The Sarpy County Engineer recommends to accept the start date of May 1, 2014 as proposed by the contractor.

DLW/bjh

Bid Tab
Capehart Road, 60th to 48th Street, Project C-77 (13-01)

Description	Quantity	MBC Construction		Graham Construction		Chas. Vrana & Son Construction		Luxa Construction		
		Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1 CLEARING AND GRUBBING GENERAL	1	LS	\$41,956.03	\$41,956.03	\$112,805.37	\$112,805.37	\$92,000.00	\$92,000.00	\$14,500.00	\$14,500.00
2 CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	80	EA	\$213.00	\$17,040.00	\$113.00	\$9,040.00	\$212.00	\$16,960.00	\$88.00	\$7,040.00
3 CLEARING AND GRUBBING TREES OVER 18" TO 27" DIAMETER	6	EA	\$532.51	\$3,195.06	\$315.00	\$1,890.00	\$550.00	\$3,300.00	\$40.00	\$240.00
4 CLEARING AND GRUBBING TREES OVER 27" TO 36" DIAMETER	3	EA	\$649.66	\$1,948.98	\$215.00	\$645.00	\$675.00	\$2,025.00	\$70.00	\$210.00
5 CLEARING AND GRUBBING TREES OVER 36" TO 48" DIAMETER	1	EA	\$782.79	\$782.79	\$1,400.00	\$1,400.00	\$780.00	\$780.00	\$990.00	\$990.00
6 REMOVE 18" OR SMALLER CULVERT PIPE	283	LF	\$8.90	\$2,518.70	\$9.00	\$2,547.00	\$13.00	\$3,679.00	\$11.00	\$3,113.00
7 REMOVE CULVERT PIPE OVER 18" TO 24"	81	LF	\$8.90	\$720.90	\$10.15	\$822.15	\$11.00	\$891.00	\$11.00	\$891.00
8 REMOVE 36" CULVERT PIPE	63	LF	\$19.70	\$1,241.10	\$12.00	\$756.00	\$18.00	\$1,134.00	\$14.30	\$900.90
9 REMOVE 48" CULVERT PIPE	133	LF	\$23.43	\$3,116.19	\$12.50	\$1,662.50	\$10.00	\$1,330.00	\$16.50	\$2,194.50
10 REMOVE AND REPLACE MAILBOX	6	EA	\$167.36	\$1,004.16	\$215.00	\$1,290.00	\$220.00	\$1,320.00	\$150.00	\$900.00
11 REMOVE AND REPLACE GUARD POSTS	6	EA	\$213.00	\$1,278.00	\$200.00	\$1,200.00	\$220.00	\$1,320.00	\$150.00	\$900.00
12 REMOVE FENCE	4,403	LF	\$0.91	\$4,006.73	\$0.91	\$4,006.73	\$1.00	\$4,403.00	\$1.00	\$4,403.00
13 REMOVE AND REPLACE YARD LIGHT	1	EA	\$958.51	\$958.51	\$325.00	\$325.00	\$1,100.00	\$1,100.00	\$550.00	\$550.00
14 REMOVE CONCRETE FLUME	1	EA	\$213.00	\$213.00	\$150.00	\$150.00	\$800.00	\$800.00	\$55.00	\$55.00
15 REMOVE HEADWALL	2	EA	\$266.25	\$532.50	\$250.00	\$500.00	\$270.00	\$540.00	\$220.00	\$440.00
16 SAW CUT - FULL DEPTH	33	LF	\$5.33	\$175.89	\$9.75	\$321.75	\$3.00	\$99.00	\$6.60	\$217.80
17 REMOVE PAVEMENT	89	SY	\$6.39	\$568.71	\$5.40	\$480.60	\$9.00	\$801.00	\$9.90	\$881.10
18 EARTHWORK (EXCAVATION)	34,600	CY	\$3.33	\$115,218.00	\$2.45	\$84,770.00	\$4.60	\$159,160.00	\$2.70	\$93,420.00
19 EARTHWORK (UNSUITABLE EXCAVATION)	1,000	CY	\$3.73	\$3,730.00	\$6.18	\$6,180.00	\$4.00	\$4,000.00	\$4.40	\$4,400.00
20 EXPLORATORY EXCAVATION	25	HR	\$133.13	\$3,328.25	\$226.00	\$5,650.00	\$175.00	\$4,375.00	\$110.00	\$2,750.00
21 9" CONCRETE DRIVEWAY - TYPE L65	21,535	SY	\$30.26	\$651,649.10	\$30.98	\$667,154.30	\$31.00	\$667,985.00	\$29.55	\$636,359.25
22 7" CONCRETE DRIVEWAY - TYPE L65	411	SY	\$22.23	\$9,146.53	\$38.66	\$15,889.26	\$43.00	\$17,679.00	\$33.10	\$13,604.10
23 CONSTRUCT CRUSHED ROCK SURFACING (4" THICK)	181	TN	\$21.33	\$3,860.73	\$22.85	\$4,135.85	\$26.00	\$4,706.00	\$31.00	\$5,611.00
24 CONSTRUCT AND REMOVE TEMPORARY ROCK ACCESS ROAD (4" THICK)	7,500	SY	\$3.29	\$24,675.00	\$4.60	\$34,500.00	\$6.00	\$45,000.00	\$2.70	\$20,250.00
25 CONSTRUCT THICKENED EDGE PAVEMENT	120	LF	\$5.71	\$685.20	\$7.10	\$852.00	\$20.00	\$2,400.00	\$7.31	\$877.20
26 CONSTRUCT CONCRETE HEADER	120	LF	\$6.27	\$752.40	\$6.25	\$750.00	\$20.00	\$2,400.00	\$7.31	\$877.20
27 DRILL AND EPOXY 1" X 18" DOWEL BARS AT 12" CENTERS	25	EA	\$5.15	\$128.75	\$11.66	\$291.50	\$13.00	\$325.00	\$12.50	\$312.50
28 CONSTRUCT P.C. CONCRETE FLUME	4	EA	\$658.28	\$2,633.12	\$1,200.00	\$4,800.00	\$1,575.00	\$6,300.00	\$800.00	\$3,200.00
29 CONSTRUCT 3-STRAND BARBED WIRE FENCE	3,376	LF	\$2.22	\$7,494.72	\$2.25	\$7,596.00	\$2.25	\$7,596.00	\$2.29	\$7,731.04
30 CONSTRUCT 4-STRAND BARBED WIRE FENCE	340	LF	\$5.20	\$1,768.00	\$5.25	\$1,785.00	\$6.00	\$2,040.00	\$5.37	\$1,825.80
31 CONSTRUCT 6" WOOD PRIVACY FENCE	6	LF	\$152.30	\$913.80	\$154.00	\$924.00	\$150.00	\$900.00	\$157.30	\$943.80
32 CONSTRUCT 4" WOVEN WIRE FENCE	351	LF	\$9.14	\$3,208.14	\$9.25	\$3,246.75	\$9.00	\$3,159.00	\$9.44	\$3,313.44
33 CONSTRUCT 18" R.C.P. CLASS III	452	LF	\$28.12	\$12,710.24	\$22.70	\$10,260.40	\$27.00	\$12,204.00	\$22.00	\$9,944.00
34 CONSTRUCT 18" R.C.P. CLASS IV	39	LF	\$29.99	\$1,146.21	\$27.90	\$1,088.10	\$28.00	\$1,092.00	\$30.00	\$1,170.00
35 CONSTRUCT 24" R.C.P. CLASS III	34	LF	\$35.57	\$1,209.38	\$38.30	\$1,302.20	\$34.00	\$1,156.00	\$36.50	\$1,241.00
36 CONSTRUCT 24" R.C.P. CLASS IV	125	LF	\$38.77	\$4,846.25	\$36.00	\$4,500.00	\$36.00	\$4,500.00	\$36.50	\$4,562.50
37 CONSTRUCT 36" R.C.P. (DIO.01) = 1.350	194	LF	\$60.49	\$11,735.06	\$57.00	\$11,059.00	\$62.00	\$12,028.00	\$48.75	\$9,457.50
38 CONSTRUCT 36" R.C.P. (DIO.01) = 2.000	142	LF	\$91.48	\$12,990.16	\$65.65	\$9,323.30	\$69.00	\$9,798.00	\$57.55	\$8,172.10
39 CONSTRUCT 18" PIPE BEDDING	491	LF	\$5.01	\$2,459.91	\$5.25	\$2,577.75	\$14.00	\$6,874.00	\$4.05	\$1,988.55
40 CONSTRUCT 24" PIPE BEDDING	159	LF	\$6.82	\$1,084.38	\$6.80	\$1,081.20	\$16.00	\$2,544.00	\$5.60	\$890.40
41 CONSTRUCT 18" R.C. FLARED END SECTION	336	LF	\$10.76	\$3,615.36	\$9.60	\$3,225.60	\$22.00	\$7,392.00	\$9.50	\$3,192.00
42 CONSTRUCT 24" R.C. FLARED END SECTION	4	EA	\$601.73	\$2,406.92	\$642.50	\$2,570.00	\$600.00	\$2,400.00	\$630.00	\$2,520.00
43 CONSTRUCT 36" R.C. FLARED END SECTION	4	EA	\$894.61	\$3,578.44	\$901.50	\$3,606.00	\$900.00	\$3,600.00	\$800.00	\$3,200.00
44 CONSTRUCT 48" AREA INLET - TYPE II	1	EA	\$2,502.79	\$2,502.79	\$1,653.00	\$1,653.00	\$2,700.00	\$2,700.00	\$1,550.00	\$1,550.00
45 CONSTRUCT 18" R.C. VERTICAL PIPE BEND	2	EA	\$479.26	\$958.52	\$260.00	\$520.00	\$600.00	\$1,200.00	\$400.00	\$800.00
46 CONSTRUCT 36" R.C. VERTICAL PIPE BEND	3	EA	\$660.31	\$1,980.93	\$425.00	\$1,275.00	\$800.00	\$2,400.00	\$570.00	\$1,710.00
47 CONSTRUCT 24" R.C. HORIZONTAL BEND	2	EA	\$553.81	\$1,107.62	\$305.00	\$610.00	\$700.00	\$1,400.00	\$650.00	\$1,300.00
48 CONSTRUCT 36" IMPACT STILLING BASIN	100	TN	\$18.64	\$1,864.00	\$29.50	\$2,950.00	\$33.00	\$3,300.00	\$31.50	\$3,150.00
49 CONSTRUCT ROCK RIP-RAP - TYPE "B"	180	TN	\$45.37	\$8,166.60	\$41.50	\$7,470.00	\$50.00	\$9,000.00	\$45.50	\$8,190.00
50 STABILIZE TRENCH WITH CRUSHED LIMESTONE	2,075	LF	\$4.57	\$9,482.25	\$4.50	\$9,337.50	\$5.00	\$10,375.00	\$4.60	\$9,555.00
51 CONSTRUCT ROCK RIP-RAP - TYPE "C"	3,000	LF	\$1.97	\$5,910.00	\$2.00	\$6,000.00	\$2.00	\$6,000.00	\$2.18	\$6,540.00
52 CONSTRUCT SILT FENCE	564	LF	\$5.86	\$3,305.04	\$6.00	\$3,384.00	\$6.00	\$3,384.00	\$6.05	\$3,412.20
53 CONSTRUCT HAY BALE DITCH CHECK	10	EA	\$111.83	\$1,118.30	\$115.00	\$1,150.00	\$115.00	\$1,150.00	\$115.00	\$1,150.00
54 CONSTRUCT FLARED END INLET PROTECTION	30,703	SY	\$0.96	\$29,474.88	\$1.00	\$30,703.00	\$1.00	\$30,703.00	\$0.99	\$30,395.97
55 PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE SOLID	8,727	LF	\$0.50	\$4,363.50	\$0.32	\$2,792.64	\$0.35	\$3,068.40	\$0.44	\$3,831.48
56 PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW SOLID	10,984	LF	\$0.83	\$9,116.72	\$0.45	\$4,942.20	\$0.50	\$5,492.00	\$0.46	\$5,043.44
57 PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW SKIP (BROKEN)	2,075	LF	\$0.99	\$2,054.25	\$0.43	\$893.25	\$0.45	\$933.75	\$0.44	\$913.00
58 PERMANENT PAINTED PAVEMENT MARKING - WHITE DIRECTIONAL ARROW	1	EA	\$362.11	\$362.11	\$600.00	\$600.00	\$585.00	\$585.00	\$605.00	\$605.00
59 PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE "ONLY"	1	EA	\$372.76	\$372.76	\$600.00	\$600.00	\$585.00	\$585.00	\$605.00	\$605.00
60 BARRICADE	1	LS	\$3,414.44	\$3,414.44	\$6,600.00	\$6,600.00	\$6,500.00	\$6,500.00	\$6,710.00	\$6,710.00
Total				\$1,097,514.53		\$1,150,000.00		\$1,271,673.20		\$1,004,178.20

Bid Tab
Capehart Road, 60th to 48th Street, Project C-77 (13-01)

Description	Quantity	MFT Construction, Inc.		L.G. Roloff Construction		Tab Construction Co.	
		Unit	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1 CLEARING AND GRUBBING GENERAL	1	LS	\$43,967.50	\$43,967.50	\$35,000.00	\$35,000.00	\$35,000.00
2 CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	80	EA	\$161.25	\$12,900.00	\$166.00	\$13,280.00	\$85.00
3 CLEARING AND GRUBBING TREES OVER 18" TO 27" DIAMETER	6	EA	\$268.75	\$1,612.50	\$276.00	\$1,656.00	\$425.00
4 CLEARING AND GRUBBING TREES OVER 27" TO 36" DIAMETER	3	EA	\$376.25	\$1,128.75	\$387.00	\$1,161.00	\$750.00
5 CLEARING AND GRUBBING TREES OVER 36" TO 48" DIAMETER	1	EA	\$537.50	\$537.50	\$552.00	\$552.00	\$960.00
6 REMOVE 18" OR SMALLER CULVERT PIPE	283	LF	\$10.75	\$3,042.25	\$11.00	\$3,113.00	\$10.00
7 REMOVE CULVERT PIPE OVER 18" TO 24"	81	LF	\$16.13	\$1,306.53	\$16.55	\$1,340.55	\$8.00
8 REMOVE 48" CULVERT PIPE	133	LF	\$22.25	\$2,958.25	\$22.00	\$2,926.00	\$10.45
9 REMOVE AND REPLACE MAILBOX	6	EA	\$107.50	\$645.00	\$110.00	\$660.00	\$180.00
10 REMOVE AND REPLACE GUARD POSTS	6	EA	\$215.00	\$1,290.00	\$213.00	\$1,278.00	\$1,278.00
11 REMOVE FENCE	4,403	LF	\$0.91	\$4,006.73	\$1.65	\$7,264.95	\$0.35
12 REMOVE AND REPLACE YARD LIGHT	1	EA	\$322.50	\$322.50	\$1,800.00	\$1,800.00	\$535.00
13 REMOVE CONCRETE FLUME	1	EA	\$268.75	\$268.75	\$276.00	\$276.00	\$55.00
14 REMOVE HEADWALL	2	EA	\$268.75	\$537.50	\$276.00	\$552.00	\$213.00
15 SAW CUT - FULL DEPTH	33	LF	\$16.29	\$537.57	\$16.55	\$546.15	\$5.25
16 REMOVE PAVEMENT	89	SY	\$10.75	\$956.75	\$11.00	\$979.00	\$9.60
17 EARTHWORK (EXCAVATION)	34,600	CY	\$4.25	\$147,050.00	\$5.15	\$178,190.00	\$2.60
18 EARTHWORK (UNSUITABLE EXCAVATION)	1,000	CY	\$8.06	\$8,060.00	\$8.10	\$8,100.00	\$4.25
19 EXPLORATORY EXCAVATION	25	HR	\$215.00	\$5,375.00	\$400.00	\$10,000.00	\$210.00
20 CONSTRUCT CRUSHED ROCK SURFACING (4" THICK)	411	SY	\$50.96	\$20,944.56	\$39.75	\$16,337.25	\$44.15
21 9" CONCRETE PAVEMENT - TYPE 165	21,535	SY	\$29.93	\$644,542.55	\$30.25	\$651,433.75	\$30.95
22 7" CONCRETE DRIVEWAY - TYPE 165	411	SY	\$50.96	\$20,944.56	\$39.75	\$16,337.25	\$44.15
23 CONSTRUCT CRUSHED ROCK SURFACING (4" THICK)	181	TN	\$22.86	\$4,137.66	\$25.85	\$4,678.85	\$33.00
24 CONSTRUCT AND REMOVE TEMPORARY ROCK ACCESS ROAD (4" THICK)	7,500	SY	\$5.22	\$39,150.00	\$9.95	\$74,625.00	\$2.60
25 CONSTRUCT THICKENED EDGE PAVEMENT	120	LF	\$8.80	\$1,056.00	\$10.25	\$1,230.00	\$9.20
26 CONSTRUCT CONCRETE HEADER	120	LF	\$8.80	\$1,056.00	\$13.50	\$1,620.00	\$3.85
27 DRILL AND EPOXY 1" X 18" DOWEL BARS AT 12" CENTERS	25	EA	\$11.84	\$296.00	\$8.30	\$207.50	\$8.50
28 CONSTRUCT P.C. CONCRETE FLUME	4	EA	\$1,119.75	\$4,479.00	\$572.00	\$2,288.00	\$715.00
29 CONSTRUCT 3-STRAND BARBED WIRE FENCE	3,376	LF	\$2.24	\$7,562.24	\$2.25	\$7,596.00	\$2.20
30 CONSTRUCT 4-STRAND BARBED WIRE FENCE	340	LF	\$5.25	\$1,785.00	\$5.25	\$1,785.00	\$5.25
31 CONSTRUCT 6" WOOD PRIVACY FENCE	6	LF	\$153.73	\$922.38	\$155.00	\$930.00	\$152.00
32 CONSTRUCT 4" WOVEN WIRE FENCE	351	LF	\$9.22	\$3,236.22	\$9.25	\$3,246.75	\$9.15
33 CONSTRUCT 18" R.C.P., CLASS III	452	LF	\$31.18	\$14,093.96	\$39.95	\$18,057.40	\$24.00
34 CONSTRUCT 18" R.C.P., CLASS IV	39	LF	\$33.33	\$1,299.87	\$41.25	\$1,608.75	\$33.45
35 CONSTRUCT 24" R.C.P., CLASS III	34	LF	\$38.70	\$1,315.80	\$47.65	\$1,620.10	\$44.75
36 CONSTRUCT 24" R.C.P., CLASS IV	125	LF	\$40.85	\$5,106.25	\$48.85	\$6,106.25	\$35.85
37 CONSTRUCT 36" R.C.P., DI(0.01) = 1.350	194	LF	\$62.35	\$12,095.90	\$77.30	\$14,996.20	\$63.20
38 CONSTRUCT 36" R.C.P., DI(0.01) = 2.000	142	LF	\$73.10	\$10,380.20	\$84.75	\$12,034.50	\$83.15
39 CONSTRUCT 18" PIPE BEDDING	491	LF	\$6.45	\$3,160.95	\$4.00	\$1,964.00	\$3.95
40 CONSTRUCT 24" PIPE BEDDING	159	LF	\$6.88	\$1,093.92	\$5.15	\$818.85	\$4.10
41 CONSTRUCT 36" PIPE BEDDING	336	LF	\$10.21	\$3,430.56	\$7.70	\$2,587.20	\$7.80
42 CONSTRUCT 18" R.C. FLARED END SECTION	11	EA	\$667.58	\$7,343.38	\$594.00	\$5,874.00	\$356.00
43 CONSTRUCT 24" R.C. FLARED END SECTION	4	EA	\$796.58	\$3,186.32	\$628.50	\$2,514.00	\$436.00
44 CONSTRUCT 36" R.C. FLARED END SECTION	4	EA	\$1,142.73	\$4,570.92	\$936.50	\$3,746.00	\$750.00
45 CONSTRUCT 48" AREA INLET - TYPE II	1	EA	\$3,785.08	\$3,785.08	\$2,920.00	\$2,920.00	\$2,270.00
46 CONSTRUCT 18" R.C. VERTICAL PIPE BEND	2	EA	\$550.40	\$1,100.80	\$385.00	\$770.00	\$455.00
47 CONSTRUCT 36" R.C. VERTICAL PIPE BEND	3	EA	\$719.18	\$2,157.54	\$560.00	\$1,680.00	\$640.00
48 CONSTRUCT 24" R.C. HORIZONTAL BEND	1	EA	\$683.70	\$683.70	\$475.00	\$475.00	\$460.00
49 CONSTRUCT 36" IMPACT STILLING BASIN	2	EA	\$22,801.63	\$45,603.26	\$25,650.00	\$51,300.00	\$17,050.00
50 STABILIZE TRENCH WITH CRUSHED LIMESTONE	100	TN	\$30.75	\$3,075.00	\$29.90	\$2,990.00	\$30.00
51 CONSTRUCT ROCK RIP-RAP - TYPE "B"	180	TN	\$61.28	\$11,030.40	\$43.00	\$7,740.00	\$42.75
52 CONSTRUCT ROCK RIP-RAP - TYPE "C"	270	TN	\$62.35	\$16,834.50	\$43.00	\$11,610.00	\$42.75
53 SEEDING - TYPE "B"	3,000	AC	\$1,644.85	\$4,934.55	\$1,357.00	\$4,071.00	\$1,360.00
54 CONSTRUCT SILT FENCE	564	LF	\$1.94	\$5,820.00	\$2.00	\$6,000.00	\$2.00
55 CONSTRUCT HAY BALE DITCH CHECK	10	EA	\$5.26	\$52.66	\$6.00	\$60.00	\$5.90
56 CONSTRUCT FLARED END INLET PROTECTION	30,703	SY	\$1.16	\$35,615.48	\$1.00	\$30,703.00	\$0.95
57 ROLLED EROSION CONTROL, TYPE II	8,727	LF	\$0.32	\$2,792.64	\$0.35	\$3,059.45	\$0.35
58 PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE SOLID	10,864	LF	\$0.45	\$4,933.80	\$0.90	\$9,867.60	\$0.45
59 PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW SOLID	2,075	LF	\$0.43	\$892.25	\$0.93	\$1,929.75	\$0.45
60 PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW STRIP (BROKEN)	2	EA	\$591.25	\$1,182.50	\$363.00	\$726.00	\$587.00
61 PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE DIRECTIONAL ARROW	1	EA	\$591.25	\$591.25	\$375.00	\$375.00	\$587.00
62 PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE "ONLY"	1	EA	\$591.25	\$591.25	\$375.00	\$375.00	\$587.00
63 BARRICAADING	1	LS	\$6,557.50	\$6,557.50	\$6,000.00	\$6,000.00	\$6,520.00
Total				\$1,187,824.01		\$1,255,536.80	

CONTRACTOR Luxa Construction Co., Inc.

Sarpy County, Nebraska
 Capehart Road 60th Street to 48th Street
 C-77(13-1)
 Bid Form

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

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

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

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	EXTENDED PRICE
1	CLEARING AND GRUBBING GENERAL	1	LS	14,500. ⁰⁰	14,500. ⁰⁰
2	CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	80	EA	88. ⁰⁰	7,040. ⁰⁰
3	CLEARING AND GRUBBING TREES OVER 18" TO 27" DIAMETER	6	EA	440. ⁰⁰	2,640. ⁰⁰
4	CLEARING AND GRUBBING TREES OVER 27" TO 36" DIAMETER	3	EA	770. ⁰⁰	2,310. ⁰⁰
5	CLEARING AND GRUBBING TREES OVER 36" TO 48" DIAMETER	1	EA	990. ⁰⁰	990. ⁰⁰
6	REMOVE 18" OR SMALLER CULVERT PIPE	283	LF	11. ⁰⁰	3,113. ⁰⁰
7	REMOVE CULVERT PIPE OVER 18" TO 24"	81	LF	11. ⁰⁰	891. ⁰⁰
8	REMOVE 36" CULVERT PIPE	63	LF	14. ³⁰	900. ⁹⁰
9	REMOVE 48" CULVERT PIPE	133	LF	16. ⁵⁰	2,194. ⁵⁰
10	REMOVE AND REPLACE MAILBOX	6	EA	150. ⁰⁰	900. ⁰⁰
11	REMOVE AND REPLACE GUARD POSTS	6	EA	220. ⁰⁰	1,320. ⁰⁰
12	REMOVE FENCE	4,403	LF	1. ⁰⁰	4,403. ⁰⁰
13	REMOVE AND REPLACE YARD LIGHT	1	EA	550. ⁰⁰	550. ⁰⁰
14	REMOVE CONCRETE FLUME	1	EA	55. ⁰⁰	55. ⁰⁰
15	REMOVE HEADWALL	2	EA	220. ⁰⁰	440. ⁰⁰
16	SAW CUT - FULL DEPTH	33	LF	6. ⁶²	217. ⁸²
17	REMOVE PAVEMENT	89	SY	9. ⁹⁰	881. ¹⁰
18	EARTHWORK (EXCAVATION)	34,600	CY	2. ⁷⁰	93,420. ⁰⁰
19	EARTHWORK (UNSUITABLE EXCAVATION)	1,000	CY	4. ⁴⁰	4,400. ⁰⁰
20	EXPLORATORY EXCAVATION	25	HR	110. ⁰⁰	2,750. ⁰⁰
21	9" CONCRETE PAVEMENT - TYPE L65	21,535	SY	29. ⁵⁵	636,359. ²⁵
22	7" CONCRETE DRIVEWAY - TYPE L65	411	SY	33. ¹⁰	13,604. ¹⁰
23	CONSTRUCT CRUSHED ROCK SURFACING (4" THICK)	181	TN	31. ⁰⁰	5,611. ⁰⁰
24	CONSTRUCT AND REMOVE TEMPORARY ROCK ACCESS ROAD (4" THICK)	7,500	SY	2. ⁷⁰	20,250. ⁰⁰
25	CONSTRUCT THICKENED EDGE PAVEMENT	120	LF	7. ³¹	877. ²⁰

CONTRACTOR Luxa

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	EXTENDED PRICE
26	CONSTRUCT CONCRETE HEADER	120	LF	7.31	877.20
27	DRILL AND EPOXY 1" X 18" DOWEL BARS AT 12" CENTERS	25	EA	12.50	312.50
28	CONSTRUCT P.C. CONCRETE FLUME	4	EA	800.00	3,200.00
29	CONSTRUCT 3-STRAND BARBED WIRE FENCE	3,376	LF	2.29	7,731.04
30	CONSTRUCT 4-STRAND BARBED WIRE FENCE	340	LF	5.37	1,825.80
31	CONSTRUCT 6' WOOD PRIVACY FENCE	6	LF	157.30	943.80
32	CONSTRUCT 4' WOVEN WIRE FENCE	351	LF	9.44	3,313.44
33	CONSTRUCT 18" R.C.P., CLASS III	452	LF	22.00	9,944.00
34	CONSTRUCT 18" R.C.P., CLASS IV	39	LF	30.00	1,170.00
35	CONSTRUCT 24" R.C.P., CLASS III	34	LF	36.50	1,241.00
36	CONSTRUCT 24" R.C.P., CLASS IV	125	LF	36.50	4,562.50
37	CONSTRUCT 36" R.C.P., D(0.01) = 1,350	194	LF	48.75	9,457.50
38	CONSTRUCT 36" R.C.P., D(0.01) = 2,000	142	LF	57.55	8,172.10
39	CONSTRUCT 18" PIPE BEDDING	491	LF	4.05	1,988.55
40	CONSTRUCT 24" PIPE BEDDING	159	LF	5.40	890.40
41	CONSTRUCT 36" PIPE BEDDING	336	LF	9.50	3,192.00
42	CONSTRUCT 18" R.C. FLARED END SECTION	11	EA	578.00	6,358.00
43	CONSTRUCT 24" R.C. FLARED END SECTION	4	EA	630.00	2,520.00
44	CONSTRUCT 36" R.C. FLARED END SECTION	4	EA	800.00	3,200.00
45	CONSTRUCT 48" AREA INLET - TYPE II	1	EA	1,550.00	1,550.00
46	CONSTRUCT 18" R.C. VERTICAL PIPE BEND	2	EA	400.00	800.00
47	CONSTRUCT 36" R.C. VERTICAL PIPE BEND	3	EA	570.00	1,710.00
48	CONSTRUCT 24" R.C. HORIZONTAL BEND	1	EA	650.00	650.00
49	CONSTRUCT 36" IMPACT STILLING BASIN	2	EA	10,500.00	21,000
50	STABILIZE TRENCH WITH CRUSHED LIMESTONE	100	TN	31.50	3,150.00
51	CONSTRUCT ROCK RIP-RAP - TYPE "B"	180	TN	45.50	8,190.00
52	CONSTRUCT ROCK RIP-RAP - TYPE "C"	270	TN	46.50	12,555.00
53	SEEDING - TYPE "B"	3	AC	1,397.00	4,191.00
54	CONSTRUCT SILT FENCE	3,000	LF	2.18	6,540.00
55	CONSTRUCT HAY BALE DITCH CHECK	564	LF	6.05	3,412.20
56	CONSTRUCT FLARED END INLET PROTECTION	10	EA	115.50	1,155.00
57	ROLLED EROSION CONTROL, TYPE II	30,703	SY	0.99	30,395.97
58	PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE SOLID	8,727	LF	0.33	2,879.91
59	PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW SOLID	10,964	LF	0.46	5,043.44

CONTRACTOR Luxa

ITEM NO.	BID ITEM DESCRIPTION	APPROXIMATE QUANTITY		UNIT PRICE	EXTENDED PRICE
60	PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW SKIP (BROKEN)	2,075	LF	0. ⁴⁴	913. ⁰⁰
61	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE DIRECTIONAL ARROW	2	EA	605. ⁰⁰	1,210. ⁰⁰
62	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE "ONLY"	1	EA	605. ⁰⁰	605. ⁰⁰
63	BARRICADING	1	LS	6710. ⁰⁰	6,710. ⁰⁰

TOTAL BID AMOUNT (Numeral Format): \$ 1,004,178.²⁰

TOTAL BID AMOUNT (Written Format): One million four thousand one hundred seventy eight dollars and ²⁰/₁₀₀

CONTRACTOR START DATE: May 1 2014

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 80 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: 35 years

Number of employees: 20

Total sales last 3 years: 13,000,000.⁰⁰

CONTRACTOR Luxa

References:

Company Name: Lamp Lynearson & Assoc
Address: _____
Contact Name: Brett Whivers Phone Number: 402-496-2498
Fax Number: _____ Date of Purchase: _____
Email: _____

Company Name: E & A Consulting
Address: _____
Contact Name: Randy Pierce Phone Number: 402-895-4700
Fax Number: _____ Date of Purchase: _____
Email: _____

Company Name: Dodge County
Address: _____
Contact Name: Alan Doll Phone Number: 402-727-2722
Fax Number: _____ Date of Purchase: _____
Email: _____

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

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

- Addendum #1 Jan 9 2014
- Addendum #2 Jan 10 2014
- Addendum #3 _____

Attachments: Literature
Warranty Information
upon request

CONTRACTOR Luxa

Luxa Construction Co, Inc
Company Name
Michael Luxa
Authorized Signature
925 E Dixon Road
Address
Blair, NE 68008
City, State & Zip

Michael L Luxa
Company Representative (Please print)
402-426-2778
Telephone Number
402-426-2793
Fax Number
mluxa@luxaconstruction.com
E-Mail Address

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

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in DUPLICATE by and between Sarpy County, Nebraska hereinafter called County, and Luxa Construction Co, Inc. 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 Capehart Road, 60th Street to 48th Street Project C-77 (13-01)

Also referred to hereinafter as work, in accordance with terms and provisions hereof and subject to the quality provisions in the accepted Proposal of Contractor for the sum of One Million Four Thousand One Hundred Seventy Eight Dollars and Twenty Cents (\$1,004,178.20) 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. The Contractor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

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

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

a. **Worker's Compensation and Employers Liability Insurance**

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

b. **Commercial General Liability Insurance**

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

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

c. **Automobile Liability Insurance**

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

d. **Certificate of Insurance**

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

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

e. Property Insurance

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

f. Insurance Company

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

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

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

of the Contractor's work and obligations in accordance with the Contract, upon acceptance thereof by the County, and upon submission of certificate by the Contractor in accordance with Paragraph 11 above. No payment by the County shall in any way constitute any waiver of any rights of Sarpy County.

14. Pursuant to Neb. Rev. Stat. 23-3113 (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.
15. Neither County nor Contractor shall engage the services of any person or persons presently in the employ of the other for work covered by this Contract without the express written consent of the employer of such person or persons.
16. Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent Contractor, and neither party is or will become the employee of the other as a result of the relationship created by this Contract.
17. It is understood and agreed by the parties 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.
18. This Contract and documents incorporated herein by reference contain the entire Contract between the Parties, and there are no other written or oral promises, agreement or warrants which may affect it.
19. The Contractor acknowledges that it is, and will, remain fully obligated under the provisions of this Contract, regardless of any delegation of duties or assignment or benefits hereunder. Contractor further acknowledges and promises that the provisions of this Contract shall be made binding on any Subcontractor(s) it may retain. Contractor shall require that all Subcontractors hold County harmless from any and all claims and causes of action resulting from actions or activities of Subcontractor. Contractor shall require that all Subcontractors comply with any and all applicable State and Federal laws and that Subcontractor(s) obtain any and all necessary permits or licenses necessary to conduct work under this Contract.
20. Contractor may not subcontract or assign any portion of Contract without prior written approval from the County.
21. Contractor expressly guarantees all work and materials as described herein.

This Contract cannot be amended except by written agreement of both parties. Notice to the Parties shall be given in writing to the agents of each party named below:

County: Ms. Deb Houghtaling
Sarpy County Board Business Office
1210 Golden Gate Dr. Suite 1250
Papillion, NE 68046

Contractor: Mr. Michael Luxa
Luxa Construction Co, Inc.
925 E Dixon Road
Blair, NE 68008

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this 28th day of January, 2014.

(SEAL)



ATTEST: _____

County of Sarpy, Nebraska
A Body Politic and Corporate

CHAIRMAN: [Signature] 1/28/14

CLERK: [Signature]

APPROVED AS TO FORM:

[Signature]
COUNTY ATTORNEY/DEPUTY

CONTRACTOR: Luxa Construction Co, Inc.

ATEST:

[Signature]
SECRETARY/WITNESS

PRESIDENT: [Signature]

Bond#HGMW-10-A15-0015

BOND Luxa Construction Company, Inc.

KNOW ALL MEN BY THESE PRESENTS, THAT WE P.O. Box 105, Blair, NE 68008
as Principal, and Hudson Insurance Company, 100 William St, 5th Fl, New York, NY 10038
as Surety, are held and firmly bound to the County of Sarpy, Nebraska, in the penal sum of
One Million Four Thousand One Hundred Seventy-Eight and 20/100 Dollars (\$1,004,178.20)

to be paid to the COUNTY OF SARPY its successors or assigns, for which payment to be well and truly made, we bind ourselves and each of us, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these Presents.

Dated this 5th day of Feb., 2014

The conditions of this obligation are such that:

WHEREAS, by even date herewith, the said principal has entered into a Contract with the said County of Sarpy, Nebraska to perform the labor and furnish the material for
Capehart Road, 60th Street to 48th Street Project C-77(13-01)

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

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

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

In testimony whereof, the said parties hereto have hereunto set their hands this 5th day of February, 2014, and said Surety has caused these presents to be sealed with its Corporate Seal, and duly attested by the signature of its attorney-in-fact, and their authority is attached hereto and made a part thereof.

Dicki Luxa
Witness

LUXA CONSTRUCTION COMPANY, INC.
Principal
Michael P. Luxa, Pres.
President

Suzanne Westphelt
Witness

HUDSON INSURANCE COMPANY
Surety

Countersigned By:
James M. King
James M. King, Nebraska Resident Agent

By: James M. King, Attorney-in-Fact
Attorney-In-Fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Robert T. Cirone, James M. King, Jacob J. Buss, Suzanne P. Westerholt, Thomas L. King of the State of Nebraska

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf, as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President therunto duly authorized on this 2nd day of October, 2013 at New York, New York.



Attest: Dina Daskalakis Corporate Secretary

[Signature of Dina Daskalakis]

HUDSON INSURANCE COMPANY

By: Christopher T. Suarez Executive Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 2nd day of October, 2013 before me personally came Christopher T. Suarez, to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



[Signature of Ann M. Murphy] ANN M. MURPHY Notary Public, State of New York No. 01MU667553 Qualified in Nassau County Commission Expires December 10, 2013

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies: That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety-business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Form PerFA 10 8 2010 (s1)

Witness the hand of the undersigned and the seal of said Corporation this 5th day of February, 2014

By: [Signature of Dina Daskalakis] Dina Daskalakis, Corporate Secretary

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Luxa Construction Company, Inc.

PO Box 105

Blair, NE 68008

OWNER:

(Name, legal status and address)

Sarpy County

1210 Golden Gate Drive

Papillion, NE

BOND AMOUNT:

Five percent of the amount bid _____

(\$-5%-)

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company

100 William St 5 Fl

New York, NY 10038

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)

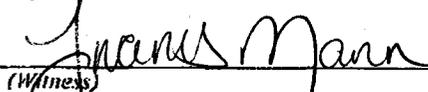
Capeheart Road 60th Street to 48th Street Project No. C-77(13-1)

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 14th day of January, 2014


(Witness)


(Witness)

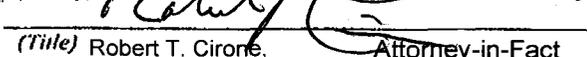
LUXA CONSTRUCTION COMPANY, INC.


(Principal) (Seal)


(Title)

HUDSON INSURANCE COMPANY


(Surety) (Seal)


(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.

Init.

AIA Document A310™ – 2010. Copyright © 1903, 1970 and 2010 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. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

061110



HUDSON INSURANCE GROUP

BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Robert T. Cirone, James M. King, Jacob J. Buss, Suzanne P. Westerholt, Thomas L. King of the State of Nebraska

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto authorized, on this 2nd day of October, 2013 at New York, New York.



Attest: Dina Daskalakis, Corporate Secretary

[Signature of Dina Daskalakis]

HUDSON INSURANCE COMPANY

By: Christopher T. Suarez, Executive Vice President

[Signature of Christopher T. Suarez]

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 2nd day of October, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2013

[Signature of Ann M. Murphy]

STATE OF NEW YORK COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 14th day of January, 2014



By: Dina Daskalakis, Corporate Secretary

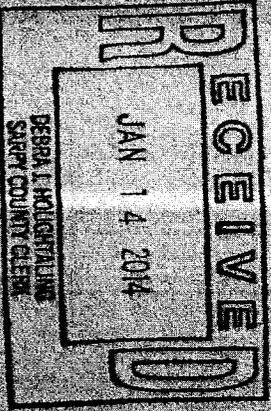
[Signature of Dina Daskalakis]

Luxa Construction Co., Inc.
925 E. Dixon Road
PO Box 105
Blair, NE 68008

BID SECURITY

Capehart Road 60th Street to 48th Street

925 East Dixon Road P.O. Box 105
Blair, NE 68008
(402) 426-6600



2:27 pm
sum

SEALED BID

Capehart Road 60th St to 48th St

Deb Houghtaling

Sarpy County Clerk

Renee Lansman
Chief Deputy

1210 Golden Gate Drive #1250 • Papillion, Nebraska 68046-2842
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

January 30, 2014

Michael Luxa
Luxa Construction
925 E. Dixon Road
Blair, NE 68008

RE: 2014-43: Capehart Road, 60th Street to 48th Street, Project C-77 (13-01) for
Public Works Department

Action by the Sarpy County Board of Commissioners, at the meeting of January 28,
2014, is as follows:

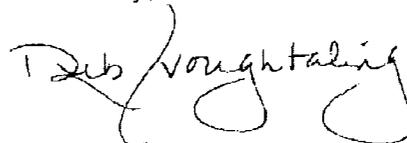
Public Hearing and Resolution 2014-43: Award bid for Capehart Road, 60th Street to
48th Street, Project C-77 (13-01) for the Public Works Department.
Beth Garber, Purchaser

MOTION: After a public hearing, Kelly resolved, seconded by Warren, to approve
the resolution and accept the low bid of Luxa Construction Co., Inc. in the
amount of \$1,004,178.20. Ayes: Kelly, Thompson, Richards, Carlisle &
Warren. Nays: None.

Please find enclosed two (2) originals of the agreement which have been approved and
signed by the Chairman of the Board. The agreement is now ready for your approval.
Please return one (1) original to our office:

Mail to: **Sarpy County Clerk**
Attn: Christine Vance
1210 Golden Gate Dr. #1250
Papillion NE 68046-2842

Sincerely,



Deb Houghtaling
Sarpy County Clerk