

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR WEST ANNEX RETAINING WALL/STORM WATER DRAINAGE IMPROVEMENTS PROJECTS FOR THE FACILITIES MANAGEMENT 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 the West Annex Retaining Wall/Storm Water Drainage Improvements 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.

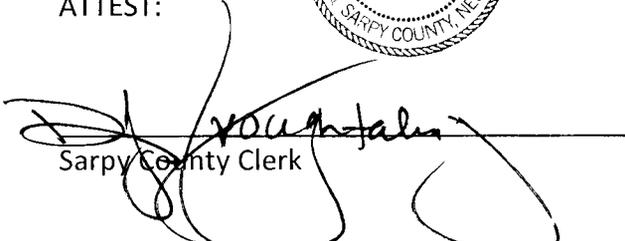
NOW, THEREFORE, be it resolved by this Board of County Commissioners that:

- (1) The low bid of Linhart Construction, Inc. for the West Annex Retaining Wall/Storm Water Drainage Improvements Project for One Hundred Thirty One Thousand One Hundred Five Dollars and Forty Nine Cents (\$131,105.49) 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 September, 2014.


 Sarpy County Board Chairman

ATTEST:


 Sarpy County Clerk



AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Linhart Construction, Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for West Annex Retaining Wall/Storm Water Drainage Improvements for the Facilities Management Department; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for West Annex Retaining Wall/Storm Water Drainage Improvements in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A 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.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. 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.
- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Facilities Management Department
Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska 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 County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive Suite 1250
Papillion, NE 68046

Vendor: Mr. James Linhart
Linhart Construction, Inc.
4949 S. 66th Plaza
Omaha, NE 68117

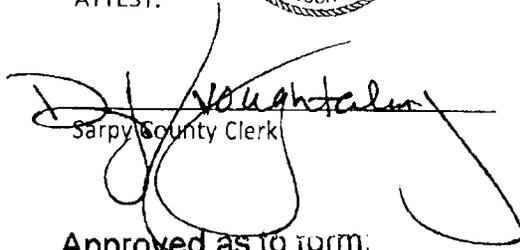
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 24 day of September, 2014.

(Seal)



COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:


Sarpy County Clerk

 9-9-14
Chairperson
Sarpy County Board of Commissioners

Approved as to form:


County Attorney

Vendor: Linhart Construction, Inc.

By: _____

Title: President

Attest:


Witness





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/24/2014

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 1-866-220-4625 Holmes Murphy and Associates - Omaha 2637 South 158th Plaza Suite 200 Omaha, NE 68130	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Linhart Construction, Inc. 4949 South 66th Plaza Omaha, NE 68117	INSURER A: United Fire & Casualty Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 41565408 **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
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			60397457	11/01/13	11/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			60397457	11/01/13	11/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			60397457	11/01/13	11/01/14	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			60397457	11/01/13	11/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: West Annex Retaining Wall/Storm Water Drainage Improvements

CERTIFICATE HOLDER Sarpy County 1210 Golden Gate Drive Papillion, NE 68046 USA	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
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Bond No. 2135689

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Linhart Construction, Inc.
4949 South 66th Plaza
Omaha, NE 68117

OWNER:

(Name, legal status and address)

Sarpy County, Nebraska
1210 Golden Gate Drive
Papillion, NE 68046

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635
Mailing Address for Notices

P.O. Box 1976
Des Moines, IA 50305

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.

CONSTRUCTION CONTRACT

Date: September 24, 2014

Amount: \$ 131,105.49

One Hundred Thirty One Thousand One Hundred Five Dollars and 49/100

Description:

(Name and location)

West Annex Retaining Wall/Storm Water Drainage Improvements for the Facilities Management Department, Papillion, Nebraska

BOND

Date: September 24, 2014

(Not earlier than Construction Contract Date)

Amount: \$ 131,105.49

One Hundred Thirty One Thousand One Hundred Five Dollars and 49/100

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Linhart Construction, Inc.

Signature: _____

Name and Title:

SURETY

Company: *(Corporate Seal)*

Old Republic Surety Company

Signature: _____

Name and Title: Dione R. Young
Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Holmes Murphy & Associates, Inc.
3001 Westown Parkway
West Des Moines, IA 50266
515 223-6800
S-1852/AS 8/10

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 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.

§ 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

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

Bond No. 2135689

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Linhart Construction, Inc.
4949 South 66th Plaza
Omaha, NE 68117

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635
Mailing Address for Notices

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

OWNER:

(Name, legal status and address)

Sarpy County, Nebraska
1210 Golden Gate Drive
Papillion, NE 68046

P.O. Box 1976
Des Moines, IA 50305

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

CONSTRUCTION CONTRACT

Date: September 24, 2014

Amount: \$131,105.49

One Hundred Thirty One Thousand One Hundred Five Dollars and 49/100

Description:

(Name and location)

West Annex Retaining Wall/Storm Water Drainage Improvements for the Facilities Management Department, Papillion, Nebraska

BOND

Date: September 24, 2014

(Not earlier than Construction Contract Date)

Amount: \$131,105.49

One Hundred Thirty One Thousand One Hundred Five Dollars and 49/100

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Linhart Construction, Inc.

Signature: _____

Name and Title:

SURETY

Company: *(Corporate Seal)*

Old Republic Surety Company

Signature: _____

Name and Title: Dione R. Young
Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Holmes Murphy & Associates, Inc.
3001 Westown Parkway
West Des Moines, IA 50266
515 223-6800
S-2149/AS 8/10

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 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.

§ 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
Company: _____ *(Corporate Seal)*

SURETY
Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Dione R. Young

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows: Execution Date: September 24, 2014

Surety Bond Number: 2135689

Principal: Linhart Construction, Inc.

Obligee: Sarpy County, Nebraska

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the Instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of September, 2014.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of September, 2014, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Notary Public

My Commission Expires: September 28, 2018

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 24th day of September, 2014.

Assistant Secretary

Sarpy County Purchasing Department

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



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Purchasing/Contract Administrator
(402) 593-4476

MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Award Bid for West Annex Retaining Wall/Storm Water Drainage Improvements

On August 28, 2014 one (1) bid was opened for the West Annex Retaining Wall/Storm Water Drainage Improvements Project for the Facilities Management Department. The project includes the replacement of the retaining wall along with storm water management behind the West Annex Building. The project is 100% grant funded.

After reviewing the bid, it is recommended the bid be awarded to the low bidder, Linhart Construction, Inc. for \$131,105.49. This number is consistent with the engineer's estimate and Linhart is very capable of doing this type of work. I did contact a couple of other contractors and they were unable to submit a bid due to scheduling conflicts and being unable to get complete bids from subcontractors.

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

August 28, 2014

Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Ross Richards

MEMORANDUM

SARPY COUNTY
FACILITIES MANAGEMENT

Date: August 28, 2014

To: Beth Garber

From: Ross Richards

Subject: Sarpy County Courthouse West Annex Building
Retaining Wall / Storm Water Drainage Improvements

Based on the submitted bid and positive references, Facilities Management recommends Linhart Construction, Inc. to construct the retaining wall and associated storm water management improvement components. Linhart Construction, Inc. is well suited for this type of project and their bid is in line with the engineers cost opinion.

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

West Annex Retaining Wall/
Storm Water Drainage Improvements

Bid Opening:
2:00 p.m., August 28, 2014

	Linhart Construction, Inc.
Lump Sum Bid	\$131,105.49

PROPOSAL

TO: Debra J. Houghtaling, Clerk of
Sarpy County, Nebraska

August 28, 2014

SARPY COUNTY NEBRASKA
COURTHOUSE WEST ANNEX BUILDING
RETAINING WALL / STORMWATER DRAINAGE IMPROVEMENTS

The undersigned, having carefully examined the plans and specifications and contract documents prepared by Thompson, Dreessen & Dorner, Inc., engineers for the construction of SARPY COUNTY NEBRASKA, COURTHOUSE WEST ANNEX BUILDING - RETAINING WALL / STORMWATER DRAINAGE IMPROVEMENTS in and for the Sarpy County Board of Commissioners of Sarpy County, Nebraska, and other such work as may be incidental thereto, and having carefully examined the site of the work, hereby proposed to furnish all labor, tools, materials, and equipment required for the performance of such work according to the following description herein set forth:

Removal of existing asphalt edge surfacing and curb and replacement with concrete curb and gutter; removal of existing concrete drive and sidewalk and replacement with new concrete sidewalk with steel plate for sidewalk drainage flumes; removal of existing chain link fence, installation of temporary fencing for secure parking lot, construction of new chain link fence and two pedestrian gates with manual panic device hardware; removal of existing wood retaining wall and replacement with segmental block retaining wall with structuralized backfill; construct new segmental retaining block wall with soil backfill on north side of annex building; construct soil berm with grass and landscape rock mow strip at top of new retaining wall; construct 8" PVC underdrain and bioswales with plantings and seeding along bottom of new wall; remove tree and construct bioretention basin with PVC piping with plantings and seeding on north side of annex building, construct 8" PVC roof drain extensions to new 8" underdrain pipe; and other incidental items as needed for a complete and operable system in accordance with specifications, plans, and interpretations of the Engineer.

Total Bid: \$ 131,105⁴⁹

As Specified or Exceptions / Clarifications / Comments as listed below:

1. ANY UTILITY CONFLICTS / RELOCATIONS TO BE PROVIDED BY OWNER
2. SITE ACCESS AND STAGING AREA TO BE PROVIDED BY OWNER
3. _____

4. _____
5. _____
6. _____
7. _____
8. _____

The undersigned hereby agrees to commence work after Notice to Proceed and to complete all work described by JUNE 1, 2015.

Company Information:

Years in business:	<u>25</u>
# of employees	<u>30</u>
Total sales last 3 years	<u># 8,175,317</u>
	<u># 10,212,778</u>
	<u># 8,136,450</u>

References:

Company Name: PLEASE SEE ATTACHED REFERENCES
 Address: _____
 Contact Name: _____ Phone Number: _____
 Fax Number: _____ Date of Work Completion: _____
 Email: _____

Company Name: _____
 Address: _____
 Contact Name: _____ Phone Number: _____
 Fax Number: _____ Date of Work Completion: _____
 Email: _____

Company Name: _____
 Address: _____
 Contact Name: _____ Phone Number: _____
 Fax Number: _____ Date of Work Completion: _____
 Email: _____

The undersigned further agrees to furnish the required bonds and to sign a contract within ten (10) days from and after the acceptance of this proposal, and agrees to begin work by the date specified and to complete same within the contract period.

As evidence of good faith, we herewith submit in a SEPARATE SEALED ENVELOPE, a certified check or bid bond in the amount of 5% of the total bid, which shall become the property of Sarpy County, Nebraska, in the event the undersigned fails to enter into a contract with said County, or to furnish bond or bonds to validate said contract within ten days after acceptance of this proposal.

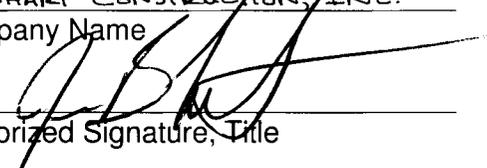
Receipt of Addenda 1 through 1 is hereby acknowledged.

If awarded the contract, our surety company will be OLD REPUBLIC SURETY
 COMPANY of WISCONSIN .

Respectfully submitted,

 LINHART CONSTRUCTION, INC.
Company Name

 JAMES B. LINHART
Company Representative (Please Print)


Authorized Signature, Title

 402-339-6748
Telephone Number

 4949 S. 66TH PLAZA
Address

 402-339-7522
Fax Number

 OMAHA, NE 68117
City, State & Zip

 moline@linhartconstruction.com
E-Mail Address

Project Owner or Engineer
Project No., and Date,
Phone NO. of Reference

	Location	Description of Work	Dollar Value
Doane College May-2011 402.826.2161	Doane College - Smith Hall Renovation	Retaining Wall	\$53,099.65
Joint Antelope Valley Authority Jul-2011 (402) 441-7711	Antelope Valley Union Plaza	Brick Pavers	\$397,785.00
CVS Pharmacy September 2011 Darland 402-827-8236	CVS Pharmacy 84th & Center	Retaining Wall	\$154,715.61
CVS Pharmacy Darland 402-827-8236	CVS Pharmacy 132nd & Center	Retaining Wall	\$53,637.00
CVS Pharmacy June 2011 Dooley Mack 214-222-0063	CVS Pharmacy 27th & Old Cheney	Retaining Wall	\$36,673.00
NDOR & City of Omaha Old Market Renovation TAB 402-331-1244	Old Market Renovation	Brick Pavers	\$492,060.00
City of Crete Nebraska STPAA-6904(1) August 2011 Constructors 402-434-1764	East 13th Street, Hawthorne-East Limist	Retaining Wall	\$36,424.98
City of Lincoln July 2011 402-441-7711	Vine Street at Bethany Park	Retaining Wall	\$254,751.00
Lakeview Residential, LLC July 2011 Dicon 402-934-2900	Lakeview Apartments	Retaining Wall	\$10,871.00
Sportscenter Properties LLC May 2011 Dicon 402-934-2900	US Military Entrance Processing Station	Retaining Wall	\$79,602.77
TD Ameritrade Services Co, Inc. April 2011 Kiewit Building Group 402-977-4500	TD Ameritrade Omaha Comput	Retaining Wall	\$1,521,330.00
Montclair Village Apts May 2011 McNeil 402-333-0182	Montclair Village Apartments	Retaining Wall	\$75,750.00
City of Council Bluffs IA January 2011 MFT 712-323-7926	Riverfront Park Phase I	Seat Walls	\$450,645.40
Assurity Life Insurance May 2010 Sampson 402-434-5450	Assurity Life Insurance New Office Bldg	Brick Paving	\$122,647.00
Papio Missouri NRD January 2011 TAB 402-331-1244	Missouri River Trail Phase 2	Retaining Wall	\$204,553.58
Pedcor Investments November 2010 Signature 317-817-0360	Cimarron Terrace	Retaining Wall	\$676,375.00
Bennington Public Schools March 2011 Stahl 952-931-6300	Bennington New Elementary School	Retaining Wall	\$30,819.00
Douglas County Nebraska C-28(498) Hell Creek Stab #1 September 2011 TAB 402-331-1244	Hell Creek Stabilization	Retaining Wall	\$46,867.00
Good Samaritan Hospital September 2011 Ellerbe Becket 612-376-2006	West Tower Expansion & Renovation Good Samaritan Hospital	Retaining Wall	\$273,386.00
City of Lincoln #701760 September 2011 Hawkins 402-342-1607	North 14th Street from Superior to I-80	Retaining Wall	\$331,261.11
City of Lincoln October 2011 TCW Construction 402-475-5030	City of Lincoln Parks & Rec Parking Lot Renovation	Permeable Pavers	\$23,659.16
City of Lincoln November 2011	Sherman Field	Permeable Pavers	\$114,168.00

Sampson 402-434-5450 City of Ralston December 2011 Boyd Jones 402-553-1804	Ralston Sports & Entertainment Center	Retaining Wall	\$58,699.79
IDOT - HDP-004-2(38) January-2012 Dixon Construction 712-372-4224	Elm Street Bridge - Jefferson IA	MSE Wall, Leveling Pad, Granular Backfill	\$630,235.85
IDOT #97-0297-042 January 2012 Cramer & Associates 515-265-1447	I-29 & Wesley Parkway	MSE Wall, Leveling Pad, Granular Backfill	\$2,114,736.74
One World Community Health Center January 2012 Lund-Ross 402-342-2810	One World	Retaining Wall & Brick Pavers	\$101,358.00
NDOR NH-75-2(173) February 2012 Hawkins 402-342-1607	Plattsmouth-Bellevue Platte River South	MSE Wall, Leveling Pad, Granular Backfill and Erision Control Pavers	\$777,574.06
NDOR #RD-6-7(1050) January 2012 Omni/OMG 402-895-5396	Dodge Street 126th to 163rd	Retaining Wall	\$213,053.53
City of Omaha - OPW 52199 June 2012 Anderson Excav 402-345-8811	OPW-52199 Leavenworth Lift Station	Retaining Wall	\$30,914.84
Alter Trading Corporation May 2012 Gana Trucking 402-794-5000	Alter Metal	Retaining Wall	\$89,793.01
City of Council Bluffs June 2012 Iowa West Foundation 712-325-3133	36th-35th & 32nd-26th & West Broadway Streetscape	Brick Pavers	\$245,251.51
City of Wahoo May 2012 TAB 402-331-1244	2012 Chestnut Street Improvements Wahoo, NE	Retaining Wall	\$44,950.41
Lincoln Care Group, LLC July 2012 Erwin Construction	Lincoln Memory Care	Retaining Wall	\$111,859.65
Omaha Care Group, LLC July 2012 Erwin Construction 360-254-9442	Omaha Memory Care	Retaining Wall	\$79,965.32
City of Omaha #OPW 52070 July 2012 MBC 402-397-2120	48th Street from "L" to "Q"	Retaining Wall	\$45,564.45
City of Lincoln #705306 September 2012 Rush Creek 402-223-0376	Tyrell Park Stream Stability & Water	Brick Pavers	\$54,392.25
City of Lincoln W. Haymarket Joint Public Agenby September 2012 Haussmann Const 402-438-3230	Haymarket Infrastructure	Retaining Wall	\$211,171.87
Victory Apartments LLC September 2012 Darland 402-827-8236	Victory Renovation	Retaining Wall	\$44,554.23
Federal Government #SGBP-13-1001 October 2012 Katmi Support Services 402-827-9300	Stratcom entry Plaza Improvements	Brick Pavers	\$232,783.00
United Insulated Structures January 2012 United Insulated Structures 708-544-8200	United States Cold Storage, Inc. - Omaha	Retaining Wall	\$69,638.00
SAC Federal Credit Union October 2012 MCL 402-339-2221	SAC Federal Credit Union	Retaining Wall	\$218,500.00
STPB-77(40) Platte River Trail January 2, 2013 ME Collins Contracting Co, Inc 402-443-3663	Platte River Trail Louisville, NE	Retaining Wall	\$96,962.48
144th & Franklin December 21, 2012 TAB 402-331-1244	144th & Franklin Omaha, NE	Retaining Wall	\$1,115,217.33
NE Crossing Outlet March 14, 2013 Kiewit Building Group 402-977-4500	NE Crossing Outlet Gretna, NE	Retaining Wall	\$462,140.00
Peru State College September 19, 2012 Kiewit Building Group 402-977-4500	Peru State College Peru, NE	Retaining Wall	\$307,046.00
Lexus of Omaha	Lexus of Omaha	Retaining Wall	\$247,327.06

January 25, 2013 Boyd Jones 402-553-1804	132nd & Dodge, Omaha, NE		
IM-NHS-029-6(222) I-29 NB February 11, 2013 Knife River 712-252-2766	I-29 Woodbury County, Sioux City, IA	Retaining Wall	\$113,735.26
Hyatt Place Hotel February 25, 2013 Hawkins 402-342-1607	Downtown Omaha, 14th & Capitol Omaha, NE	Brick Pavers	\$70,190.00
Rainwood One-East Expansion Divercon Inc. 402-571-5115	Rainwood One - 9684 North 109th Ave Omaha, NE	Retaining Wall	\$118,450.00
Gene Leahy Mall Renovation March 11, 2013 All Purpose Utilities, Inc. 402-331-2550	Gene Leahy Mall Renovation Omaha, NE	Retaining Wall	\$445,200.00
Temple Israel @ 13111 Sterling April 5, 2013 Vrana Construction 402-733-5200	Temple Israel @ 13111 Sterling Omaha, NE	Brick Pavers	\$72,403.00
48th & Raynor Parkway MFT 712-323-7926	48th & Raynor Parkway, Lincoln, NE	Retaining Wall	\$53,637.45
Washington Elementary School April 18, 2013 Sioux City Engineering Co. 712-255-7683	Washington Elementary, Sioux City, IA	Retaining Wall	\$89,714.00
Home 2 Suites May 28, 2013 Rosacker & Associates 402-505-6895	Home 2 Suites-179th & Chicago Omaha, NE	Retaining Wall	\$81,366.86
South 56th St-"A" to Randolp Constructors, Inc 402-434-1764	South 56th St-"A" to Randolp, Lincoln, NE	Retaining Wall	\$32,590.77
Siouxland Health Center April 26, 2013 TSP Construction Services, Inc 605-336-1160	Siouxland Health Center Sioux City, IA	Retaining Wall	\$23,846.84
W.Haymarket JPA Infrastructure April 12, 2013 Sampson 402-434-5450	W.Haymarket JPA Infrastructure Lincoln, NE	Brick Pavers	\$64,999.00
Lauritzen Gardens Conservatory August 30, 2012 Kiewit Building Group 402-977-4500	Lauritzen Gardens Conservatory Omaha, NE	Retaining Wall	\$647,254.00
Creighton Epply Adm Bldg October 24, 2012 Kiewit Building Group 402-977-4500	Creighton Epply Adm Bldg Omaha, NE	Brick Pavers	\$60,618.73
Spring Lake Drive May 22, 2013 TAB 402-331-1244	Spring Lake Drive Omaha, NE	Retaining Wall	\$45,169.25
Brando Apts June 21, 2013 Brester Construction, Inc. 402-423-2337	Brando Apts Omaha, NE	Retaining Wall	\$116,348.70
Von Maur-Westroads Von Maur 563-388-1486	Von Maur-Westroads, Omaha, NE	Brick Pavers	\$108,667.78
Gavilon Headquarters @ 14th July 29, 2013 OPUS Design Build, LLC	Gavilon Headquarters @ 14th & Capitol Omaha, NE	Brick Pavers	\$116,518.50
OPW-52479 Brick Restoration City of Omaha-Public Works 402-444-5530	OPW-52479 Brick Restoration, Omaha, NE	Brick Pavers	\$176,334.38
Aksarben Zone 8 October 2, 2013 Kiewit Building Group Building Group 402-977-4500	Aksarben Zone 8 Omaha, NE	Brick Pavers	\$123,367.00

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Linhart Construction, Inc.
4949 South 66th Plaza
Omaha, NE 68117

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635
Mailing Address for Notices

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

OWNER:

(Name, legal status and address)

Sarpy County, Nebraska
1210 Golden Gate Drive
Papillion, NE 68046

P.O. Box 1976
Des Moines, IA 50305

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

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

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

Courthouse West Annex Building - Retaining Wall / Stormwater Drainage Improvements, Papillion, Nebraska

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 28th day of August, 2014.


(Witness)

Linhart Construction, Inc.

(Principal)

(Seal)

By:

(Title)

President

Old Republic Surety Company

(Surety)

(Seal)

By:

(Title) Dione R. Young

, Attorney-in-Fact


(Witness) Sunny Bartenhagen



OLD REPUBLIC
Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Dione R. Young

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Execution Date: August 28, 2014

Surety Bond Number: Bid Bond
Principal: Linhart Construction, Inc.
Obligee: Sarpy County, Nebraska

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16th day of September, 2011.

Phyllis M. Johnson

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Gerald C. Leach

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 16th day of September, 2011, personally came before me, Phyllis M. Johnson and Gerald C. Leach, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My Commission Expires: September 28, 2014

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

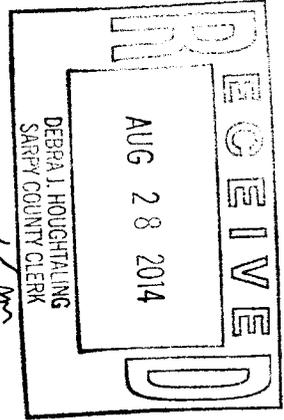


Signed and sealed at the City of Brookfield, WI this 28th day of August, 2014.

Phyllis M. Johnson
Assistant Secretary



4949 South 66th Plaza
Omaha, NE 68117



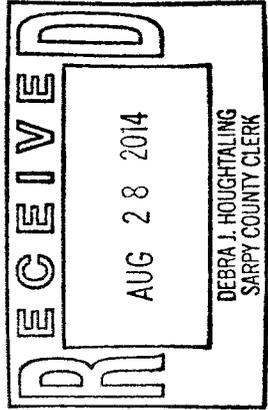
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gmn*

"BID SECURITY - COURTHOUSE WEST ANNEX BUILDING -
RETAINING WALL/STORMWATER DRAINAGE IMPROVEMENTS."
BID DATE: AUGUST 28, 2014 AT 2:00PM

"SEALED BID - COURTHOUSE WEST ANNEX BUILDING -
RETAINING WALL/STORMWATER DRAINAGE IMPROVEMENTS"

BID DATE: AUGUST 28, 2014 AT 2:00PM

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gmn*



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