

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR LINCOLN ROAD – 117TH STREET TO 114TH STREET,
PROJECT C-77 (14-8)
FOR THE PUBLIC WORKS DEPARTMENT

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

WHEREAS, bids for Lincoln Road – 117th Street to 114th Street, Project C-77 (14-8) 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,

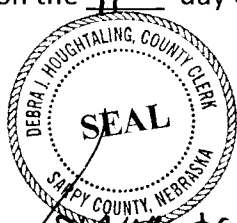
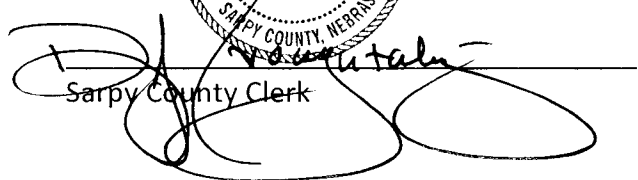
WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

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

1. The low bid of MFT Construction, Inc. for Lincoln Road – 117th Street to 114th Street, Project C-77 (14-8) in the amount Seven Hundred Fifty Thousand Three Hundred Five Dollars and Twenty Three Cents (\$750,305.23) 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 11th day of August, 2015.


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, Purchasing/Contract Administrator
(402) 593-4476

MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

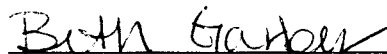
Re: Bid Award – Lincoln Rd. – 117th St. to 114th St.

On August 4, 2015, one (1) bid was opened for Lincoln Road – 117th Street to 114th Street, Project C-77 (14-8) for the Public Works Department. After reviewing the bid, it is recommended the bid be awarded to MFT Construction, Inc. for \$750,305.23. The engineer's estimate for the project was \$874,325. According to the memo from Denny Wilson, Sarpy County Engineer, the difference between the bid and engineer's estimate can be accounted for by the concrete paving.

The County has worked with MFT Construction several times in the past with successful results including the roadway construction of 48th and Raynor Parkway.

If you have any questions, please feel free to contact me.

August 5, 2015


Beth Garber

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



SARPY COUNTY

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

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

MEMORANDUM

To: Sarpy County Board of Commissioners

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

Date: August 5, 2015

Subject: Award Recommendation for C-77(14-08):
Lincoln Road, 117th St to 114th St

On August 4, 2015, one (1) bid was opened during the Sarpy County Board of Commissioners Meeting for the above mentioned project. The bid was from MFT Construction, Inc. of Council Bluffs with a total bid of \$750,305.23. This bid is 16.5% lower than the base bid Engineer's Estimate of \$874,325.00. Almost all of the difference between the bid and the Engineer's Estimate was a result of the concrete paving bid item, which has been highly variable due to current market and labor conditions.

The Sarpy County Engineer recommends the base bid be awarded to MFT Construction, Inc. at their bid price listed above. Feel free to contact me if you have any questions.

BID TAB
 LINCOLN ROAD, 117TH ST. TO 114TH ST., PROJECT C-77 (14-8)
 FOR THE
 PUBLIC WORKS DEPARTMENT

OPEN: 3:00 P.M.
 TUESDAY, AUGUST 4, 2015

		MFT Construction, Inc.				
ITEM NO.	STANDARD ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
GROUP 1						
1	100.000.1	MOBILIZATION	1	LS	\$42,576.20	\$42,576.20
2	100	CLEARING AND GRUBBING GENERAL	1	LS	\$8,136.80	\$8,136.80
3	104	EARTHWORK (EXCAVATION)	5,283	CY	\$6.16	\$32,543.28
4	900.001	TERRACE OBLITERATION	2,185	LF	\$18.62	\$40,684.70
5	104.1	TOPSOIL REMOVAL	13,780	SY	\$1.18	\$16,260.40
6	104.15	TOPSOIL PLACEMENT	12,976	SY	\$1.25	\$16,220.00
7	105.001.1	SUBGRADE PREPARATION	7,185	SY	\$2.26	\$16,238.10
8	106	REMOVE PAVEMENT	37	SY	\$6.60	\$244.20
9	108.001	REMOVE SIDEWALK	144	SF	\$1.10	\$158.40
10	111.000.1	REMOVE SIGN, POST AND FOOTING	1	EA	\$429.40	\$429.40
11	200.209	9" CONCRETE PAVEMENT - TYPE L65 EPOXY COATED DOWEL BARS (DRILL & GROUT NO.	7,185	SY	\$33.35	\$239,619.75
12	200.209.1	5 x 18" BAR 1' ON CENTER)	200	EA	\$5.50	\$1,100.00
13	202	CONSTRUCT 6" INTEGRAL CURB (TYPE "A")	2,789	LF	\$1.98	\$5,522.22
14	204.001	CONSTRUCT 6" CONCRETE SIDEWALK	7,246	SF	\$3.64	\$26,375.44
15	204.1	CONSTRUCT 9" CONCRETE CURB RAMP	219	SF	\$21.88	\$4,791.72
16	204.100.1	DETECTABLE WARNING PANELS	40	SF	\$18.70	\$748.00
17	204.406	9" IMPRINTED CONCRETE SIDEWALK	59	SF	\$21.42	\$1,263.78
18	300.004	SAW CUT - FULL DEPTH	162	LF	\$5.50	\$891.00
19	400.000.1	TAP MANHOLE AT STA. 74+56.82	1	EA	\$6,114.72	\$6,114.72
20	400.000.2	CONVERT AREA INLET TO MANHOLE	1	EA	\$6,515.85	\$6,515.85
21	400.000.3	AGGREGATE BEDDING, 18" R.C.P. STORM SEWER	496	LF	\$8.80	\$4,364.80
22	400.000.4	AGGREGATE BEDDING, 24" R.C.P. STORM SEWER	523	LF	\$9.35	\$4,890.05
23	400.000.5	AGGREGATE BEDDING, 30" R.C.P. STORM SEWER	439	LF	\$13.20	\$5,794.80
24	401.018	CONSTRUCT 18" R.C.P., CLASS III	496	LF	\$37.88	\$18,788.48
25	401.024	CONSTRUCT 24" R.C.P., CLASS III	523	LF	\$48.57	\$25,402.11
26	401.03	CONSTRUCT 30" R.C.P., CLASS III	439	LF	\$66.15	\$29,039.85
27	420.001.1	CONSTRUCT CURB INLET - TYPE I (X=3'-11")	2	EA	\$3,069.00	\$6,138.00
28	420.001.2	CONSTRUCT CURB INLET - TYPE I (X=4'-5")	2	EA	\$3,146.00	\$6,292.00
29	420.003.1	CONSTRUCT CURB INLET - TYPE III (A=3'-8")	1	EA	\$3,146.00	\$3,146.00
30	420.003.2	CONSTRUCT CURB INLET - TYPE III (A=4'-3")	1	EA	\$3,146.00	\$3,146.00
31	420.003.3	CONSTRUCT CURB INLET - TYPE III (A=4'-10")	1	EA	\$3,146.00	\$3,146.00
32	420.013.1	CONSTRUCT REINFORCED CURB INLET - TYPE III (A=4'-10")	1	EA	\$3,509.00	\$3,509.00
33	429.024	CONSTRUCT 24" R.C. FLARED END SECTION	2	EA	\$633.00	\$1,266.00
34	550.000.1	BUILD EROSION CHECKS - TYPE WATTLE	209	LF	\$3.84	\$802.56
35	550.000.2	BUILD PERIMETER SILT FILTER TYPE WATTLE	515	LF	\$3.84	\$1,977.60
36	550.000.3	BUILD EROSION CONTROL - CLASS 1E	5,578	SY	\$1.72	\$9,594.16
37	550.000.4	BUILD EROSION CONTROL - CLASS 2B	1,840	SY	\$5.71	\$10,506.40

BID TAB
 LINCOLN ROAD, 117TH ST. TO 114TH ST., PROJECT C-77 (14-8)
 FOR THE
 PUBLIC WORKS DEPARTMENT

OPEN: 3:00 P.M.
 TUESDAY, AUGUST 4, 2015

MFT Construction, Inc.						
ITEM NO.	STANDARD ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
38	550.2	TUBULAR CURB INLET FILTER	200	LF	\$4.18	\$836.00
39	550.31	CURB INLET PROTECTION	8	EA	\$214.70	\$1,717.60
40	550.000.6	BUILD TEMPORARY CONSTRUCTION ENTRANCE	230	SY	\$9.90	\$2,277.00
41	606.002	SEEDING - TYPE "A"	5,340	SY	\$1.03	\$5,500.20
42	606.000.1	SEEDING - TYPE "TEMPORARY"	13,395	SY	\$0.19	\$2,545.05
43	837.002	INSTALL TRAFFIC SIGNS & POSTS, SIGNS PROVIDED BY CONTRACTOR	1	LS	\$4,666.90	\$4,666.90
44	839	BARRICADES AND WARNING SIGNS	1	LS	\$4,520.00	\$4,520.00
45	850.000.10	5" PAVEMENT MARKING - WHITE, GROOVED	162	LF	\$0.85	\$137.70
46	850.000.11	6" PAVEMENT MARKING - WHITE, GROOVED	2,697	LF	\$0.85	\$2,292.45
47	850.000.2	5" PAVEMENT MARKING - YELLOW, GROOVED	3,256	LF	\$0.85	\$2,767.60
48	850.000.3	24" PAVEMENT MARKING - WHITE, GROOVED	105	LF	\$6.78	\$711.90
49	850.01	PERFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE "ONLY"	1	EA	\$621.50	\$621.50
50	850.011	PERFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE DIRECTIONAL ARROW	2	EA	\$621.50	\$1,243.00
51	850.000.4	PERFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE BICYCLE LANE SYMBOL	9	EA	\$621.50	\$5,593.50
52	900.002	RENTAL OF LOADER, FULLY OPERATED	80	HR	\$82.50	\$6,600.00
53	900.003	RENTAL OF SKID LOADER, FULLY OPERATED	20	HR	\$74.80	\$1,496.00
54	900.004	RENTAL OF MOTOR GRADER, FULLY OPERATED	16	HR	\$90.20	\$1,443.20
SUBTOTAL - GROUP 1						\$649,207.37
GROUP 2						
1	100.000.2	MOBILIZATION	1	LS	\$28,075.40	\$28,075.40
2	400	AGGREGATE BEDDING, 8" SANITARY SEWER PIPE CONSTRUCT STABILIZED TRENCH WITH CRUSHED	1,124	LF	\$8.79	\$9,879.96
3	400.000.6	LIMESTONE	30	TON	\$45.10	\$1,353.00
4	415.054	CONSTRUCT 54" I.D. MANHOLE	35	VF	\$551.54	\$19,303.90
5	417.02	EXTERNAL FRAME SEAL	3	EA	\$250.80	\$752.40
6	500.008	CONSTRUCT 8" SANITARY SEWER PIPE	1,124	LF	\$34.06	\$38,283.44
7	525.008	CONSTRUCT 8" PIPE PLUG	6	EA	\$24.20	\$145.20
8	590	PERFORM TELEVISION INSPECTION	1,124	LF	\$2.94	\$3,304.56
SUBTOTAL - GROUP 2						\$101,097.86
TOTAL BID - GROUP 1 & 2						\$750,305.23

CONTRACT AGREEMENT

THIS CONTRACT is made and entered by and between Sarpy County, Nebraska hereinafter called County, and MFT Construction, 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 C-77 (14-8) Lincoln Road, 117th Street to 114th Street** 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 Seven Hundred Fifty Thousand Three Hundred Five Dollars and Twenty Three Cents (\$750,305.23) 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 on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. The County 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 builder's "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 any time during the life of this Contract, the Contractor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Contractor is required to notify the County of any deviations from the minimum requirements presented in this section.

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 has 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 to 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, 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 or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract shall participate in any decision relating 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 any member of its governing body, have any interest, direct or 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 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: Kathy Lienemann
MFT Construction, Inc.
1426 9th Ave.
Council Bluffs, IA 51501

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this 11th day of August, 2015.

(SEAL)
ATTEST: 
CLERK: Debra J. Houghtaling
APPROVED AS TO FORM:
John D. Kenz
COUNTY ATTORNEY/DEPUTY
ATTEST:
[Signature]
SECRETARY/WITNESS

County of Sarpy, Nebraska
A Body Politic and Corporate
CHAIRMAN: [Signature]

CONTRACTOR: MFT Construction, Inc.

PRESIDENT: Kathy Lienemann

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, MFT Construction, Inc., 1426 9th Ave., Council Bluffs, IA 51501

_____ as Principal, hereinafter called the Principal,

and the North American Specialty Insurance Company,

of 475 N. Martingale Road, Suite 850, Schaumburg, IL 60173, a corporation duly organized under

the laws of the State of New Hampshire, as Surety, hereinafter called the Surety, are held and firmly bound unto

Sarpy County, Nebraska as Obligee, hereinafter called the Obligee,

in the sum of FIVE PERCENT OF AMOUNT BID

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Lincoln Road, 117th Street to 114th Street, Project C-77(14-8)

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

Signed and sealed this 4th day of August, 2015.



Witness



Witness

MFT Construction, Inc. (Seal)
Principal
{ Kathy Wickman
President Title

North American Specialty Insurance Company
By Maura P. Kelly
Maura P. Kelly, Attorney-in-Fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

DAVID A. DOMINIANI, JOAN LEU,
MAURA P. KELLY and SHARON K. MURRAY

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 3rd day of March, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 3rd day of March, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

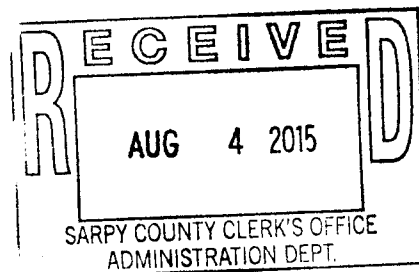
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of August, 2015.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

M.F.T. CONSTRUCTION, INC.

1426 9TH AVENUE
COUNCIL BLUFFS, IOWA 51501

Sealed Bid - Lincoln Road, Project C-77(14-8)



2:20 pm - 34

Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

CONTRACTOR: MFT Construction, Inc.

Sarpy County, Nebraska
Bid Form
Lincoln Road, 117th St to 114th St
Project C-77 (14-8)

The undersigned, having carefully examined the Plans and Specifications, and having examined the project areas, hereby submit our proposal. I understand that my bid is made with the following conditions:

- A. The Bid is split into two Groups: Group 1 and Group 2. The sum of Group 1 and Group 2 is the total project bid.
- B. Bid groups are not optional. All bidders will bid all groups to be considered for award.
- C. Group 1 is comprised of items related to Sarpy County roadway construction. Group 2 is comprised of items related to City of Papillion sanitary sewer construction.

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:

#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
GROUP 1					
1	MOBILIZATION	LS	1	\$ 42,576.20	\$ 42,576.20
2	CLEARING AND GRUBBING GENERAL	LS	1	\$ 8,136.80	\$ 8,136.80
3	EARTHWORK (EXCAVATION)	CY	5283	\$ 6.16	\$ 32,543.28
4	TERRACE OBLITERATION	LF	2185	\$ 18.62	\$ 40,684.70
5	TOPSOIL REMOVAL	SY	13,780	\$ 1.18	\$ 16,260.40
6	TOPSOIL PLACEMENT	SY	12,976	\$ 1.25	\$ 16,220.00

CONTRACTOR: MFT Construction, Inc.

7	SUBGRADE PREPARATION	SY	7185	\$ 2.26	\$ 16,238.10
8	REMOVE PAVEMENT	SY	37	\$ 6.60	\$ 244.20
9	REMOVE SIDEWALK	SF	144	\$ 1.10	\$ 158.40
10	REMOVE SIGN, POST AND FOOTING	EA	1	\$ 429.40	\$ 429.40
11	9" CONCRETE PAVEMENT - TYPE L65	SY	7185	\$ 33.35	\$ 239,619.75
12	EPOXY COATED DOWEL BARS (DRILL & GROUT NO. 5 x 18" BAR 1' ON CENTER)	EA	200	\$ 5.50	\$ 1,100.00
13	CONSTRUCT 6" INTEGRAL CURB (TYPE "A")	LF	2789	\$ 1.98	\$ 5,522.22
14	CONSTRUCT 6" CONCRETE SIDEWALK	SF	7246	\$ 3.64	\$ 26,375.44
15	CONSTRUCT 9" CONCRETE CURB RAMP	SF	219	\$ 21.88	\$ 4,791.72
16	DETECTABLE WARNING PANELS	SF	40	\$ 18.70	\$ 748.00
17	9" IMPRINTED CONCRETE SIDEWALK	SF	59	\$ 21.42	\$ 1,263.78
18	SAW CUT - FULL DEPTH	LF	162	\$ 5.50	\$ 891.00
19	TAP MANHOLE AT STA. 74+56.82	EA	1	\$ 6,114.72	\$ 6,114.72
20	CONVERT AREA INLET TO MANHOLE	EA	1	\$ 6,515.85	\$ 6,515.85
21	AGGREGATE BEDDING, 18" R.C.P. STORM SEWER	LF	496	\$ 8.80	\$ 4,364.80
22	AGGREGATE BEDDING, 24" R.C.P. STORM SEWER	LF	523	\$ 9.35	\$ 4,890.05
23	AGGREGATE BEDDING, 30" R.C.P. STORM SEWER	LF	439	\$ 13.20	\$ 5,794.80
24	CONSTRUCT 18" R.C.P., CLASS III	LF	496	\$ 37.88	\$ 18,788.48
25	CONSTRUCT 24" R.C.P., CLASS III	LF	523	\$ 48.57	\$ 25,402.11

CONTRACTOR: MFT Construction, Inc.

26	CONSTRUCT 30" R.C.P., CLASS III	LF	439	\$ 66.15	\$ 29,039.85
27	CONSTRUCT CURB INLET - TYPE I (X=3'-11")	EA	2	\$ 3069.00	\$ 6,138.00
28	CONSTRUCT CURB INLET - TYPE I (X=4'-5")	EA	2	\$ 3146.00	\$ 6,292.00
29	CONSTRUCT CURB INLET - TYPE III (A=3'-8")	EA	1	\$ 3146.00	\$ 3,146.00
30	CONSTRUCT CURB INLET - TYPE III (A=4'-3")	EA	1	\$ 3146.00	\$ 3,146.00
31	CONSTRUCT CURB INLET - TYPE III (A=4'-10")	EA	1	\$ 3146.00	\$ 3,146.00
32	CONSTRUCT REINFORCED CURB INLET - TYPE III (A=4'-10")	EA	1	\$ 3509.00	\$ 3,509.00
33	CONSTRUCT 24" R.C. FLARED END SECTION	EA	2	\$ 633.00	\$ 1,266.00
34	BUILD EROSION CHECKS - TYPE WATTLE	LF	209	\$ 3.84	\$ 802.56
35	BUILD PERIMETER SILT FILTER TYPE WATTLE	LF	515	\$ 3.84	\$ 1,977.60
36	BUILD EROSION CONTROL - CLASS 1E	SY	5578	\$ 1.72	\$ 9,594.16
37	BUILD EROSION CONTROL - CLASS 2B	SY	1840	\$ 5.71	\$ 10,506.40
38	TUBULAR CURB INLET FILTER	LF	200	\$ 4.18	\$ 836.00
39	CURB INLET PROTECTION	EA	8	\$ 214.70	\$ 1,717.60
40	BUILD TEMPORARY CONSTRUCTION ENTRANCE	SY	230	\$ 9.90	\$ 2,277.00
41	SEEDING - TYPE "A"	SY	5340	\$ 1.03	\$ 5,500.20
42	SEEDING - TYPE "TEMPORARY"	SY	13,395	\$ 0.19	\$ 2,545.05
43	INSTALL TRAFFIC SIGNS & POSTS, SIGNS PROVIDED BY CONTRACTOR	LS	1	\$ 4,666.90	\$ 4,666.90
44	BARRICADES AND WARNING SIGNS	LS	1	\$ 4,520.00	\$ 4,520.00

CONTRACTOR: MFT Construction, Inc.

45	5" PAVEMENT MARKING - WHITE, GROOVED	LF	162	\$ 0.85	\$ 137.70
46	6" PAVEMENT MARKING - WHITE, GROOVED	LF	2697	\$ 0.85	\$ 2,292.45
47	5" PAVEMENT MARKING - YELLOW, GROOVED	LF	3256	\$ 0.85	\$ 2,767.60
48	24" PAVEMENT MARKING - WHITE, GROOVED	LF	105	\$ 6.78	\$ 711.90
49	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE "ONLY"	EA	1	\$ 621.50	\$ 621.50
50	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE DIRECTIONAL ARROW	EA	2	\$ 621.50	\$ 1,243.00
51	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE BICYCLE LANE SYMBOL	EA	9	\$ 621.50	\$ 5,593.50
52	RENTAL OF LOADER, FULLY OPERATED	HR	80	\$ 82.50	\$ 6,600.00
53	RENTAL OF SKID LOADER, FULLY OPERATED	HR	20	\$ 74.80	\$ 1,496.00
54	RENTAL OF MOTOR GRADER, FULLY OPERATED	HR	16	\$ 90.20	\$ 1,443.20
Group 1 Bid					\$ 649,267.37
<u>GROUP 2</u>					
1	MOBILIZATION	LS	1	\$ 28,075.40	\$ 28,075.40
2	AGGREGATE BEDDING, 8" SANITARY SEWER PIPE	LF	1124	\$ 8.79	\$ 9,879.96
3	CONSTRUCT STABILIZED TRENCH WITH CRUSHED LIMESTONE	TON	30	\$ 45.10	\$ 1,353.00
4	CONSTRUCT 54" I.D. MANHOLE	VF	35	\$ 551.54	\$ 19,303.90
5	EXTERNAL FRAME SEAL	EA	3	\$ 250.80	\$ 752.40
6	CONSTRUCT 8" SANITARY SEWER PIPE	LF	1124	\$ 34.06	\$ 38,283.44

CONTRACTOR: MFT Construction, Inc.

7	CONSTRUCT 8" PIPE PLUG	EA	6	\$ 24.20	\$ 145.20
8	PERFORM TELEVISION INSPECTION	LF	1124	\$ 2.94	\$ 3,304.56
Group 2 Bid					\$ 101,097.86
Grand Total Bid (Group 1 Bid + Group 2 Bid)					\$ 750,305.23

*Prices are to be F.O.B. - Sarpy County, Nebraska

EXPECTED CONTRACTOR START DATE: 8-31-15

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. **Substantial Completion shall be BOTH on or before December 31, 2015 AND within the Period of Performance to avoid accrual of liquidated damages. Final Completion shall be within thirty (30) working days of Substantial Completion, but shall be extended for seeding to the appropriate growing season.**

Total bid shall be the basis for establishing the amount of the Performance Bond in this Contract. The Total 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 one thousand dollars (\$1000.00) per working day from the sum due under the Contract for each working day that the Contract is not completed as described above.

Company Information:

CONTRACTOR: MFT Construction, Inc.

Years in business: 10

of employees 34

Total sales last 3 years
13,994,000
13,000,000
22,480,000

References:

Company Name: Ready Mixed Concrete
Address: 4315 Cumming St, Omaha, NE
Contact Name: Mark Deetz Phone Number: 402-556-3600
Fax Number: 402-556-5171 Date of Purchase: Ongoing

Company Name: Logan Contractors Supply
Address: 6544 L Street, Omaha, NE
Contact Name: Andrew Gमित Phone Number: 402-339-3900
Fax Number: 402-597-0694 Date of Purchase: Ongoing

Company Name: HD Supply
Address: 10707 S. 149th St, Omaha, NE
Contact Name: Joe Benak Phone Number: 402-896-6173
Fax Number: 402-896-6379 Date of Purchase: Ongoing

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 N/A
Addendum #2 _____

MFT Construction, Inc.
Company Name

Kathy Lienemann
Authorized Signature

1426 9th Avenue
Address

Council Bluffs, IA 51501
City, State & Zip

Kathy Lienemann
Company Representative (Please print)

712-323-7926
Telephone Number

712-328-7071
Fax Number

theoffice@mftconstruction.com
E-Mail Address

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