RESOLUTION AWARDING BID FOR STRIPING OF COUNTY ROADS AND VARIOUS CITY STREETS INCLUDING ROADS IN CASS COUNTY AND IN THE CITIES OF BELLEVUE, PAPILLION, LA VISTA, AND GRETNA IN SARPY COUNTY, AND IN THE CITY OF RALSTON IN DOUGLAS COUNTY

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 striping of County roads and various city streets have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, 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:

I. The low bid of Vogel Traffic Services, Inc. for Striping of Sarpy County Roads and Various City Streets including roads within Cass County, and in the Cities of Bellevue, Papillion, La Vista, Ralston, and Gretna for the base unit price of $15.37 per gallon for County Roads and $18.37 per gallon for City Roads is accepted, ratified, and confirmed.

II. 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 8th day of May, 2018.

ATTEST:

Sarpy County Board Chairman

Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Award Bid for Striping

On April 26, 2018, two (2) bids were opened for the Striping of County Roads and City Streets for the Public Works Department. After reviewing the bids, it is recommended the bid be awarded to the low bidder, Vogel Traffic Services, Inc. for a total of $282,534.20.

The price per gallon for Sarpy County and Cass County is $15.37 and for the Cities of Bellevue, La Vista, Ralston and Papillion it is $18.37 per gallon. The current cost for these services is $16.92 per gallon for the counties and $19.92 for the cities. The estimated cost for Sarpy County is $125,111.80. Cass County and the cities are responsible for the payment of their own costs. The County has worked with Vogel for several years with positive experiences.

Please feel free to contact me with any questions.

May 2, 2018

Beth Garber

cc: Deb Houghtaling
    Dan Hoins
    Scott Bovick
    Brian Hanson
    Denny Wilson
CONTRACT AGREEMENT

THIS CONTRACT is made and entered into by and between Sarpy County, Nebraska hereinafter called County, and Vogel Traffic Services, 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 will stripe approximately 878 miles of County and City Roads of which 407 miles are within Sarpy County, Gretna and Springfield, and 291 miles within Cass County, 176 miles within the various City Limits in Sarpy County, and 4 miles within the City of Ralston.

   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 $15.37/gallon for county roads and $18.37/gallon for city roads under penalty of Performance, Payment and Guarantee Bond.

2. The Contractor shall conform with the applicable plans and specifications, applicable Special Provisions and any applicable change order or addenda pertaining thereto or to this Contract, all of which by reference thereto are made a part hereof. Applicable notice to bidders, Instruction to bidders, Bid Proposal of Contractor, Resolution awarding this Contract, the Performance, Payment and Guarantee Bond and all proceedings by the governing body of the County relating to the aforesaid work are made a part hereto by reference thereto.

3. The County agrees to pay the Contractor in accordance with the provisions of the specifications, the accepted Proposal of the Contractor and the provisions of this Contract.

4. All provisions of each document and item referred to in Paragraph 2 above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern, and substitution or change shall be made except upon written direction, the form of which shall be written “Change Order” of the County; and substitution or change shall in no manner be construed to release either party from any specified or implied obligation of this Contract except as specifically provided for in the Change Order.

5. The Contractor warrants that it has neither employed nor retained any company or person, other than bona fide employee working for Contractor to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of
this Contract. For breach or violation of this warranty, County shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

6. County and Contractor promise and agree to comply with all Federal and State laws and County ordinances, and such other rules and regulations as may apply to this Contract, including but not limited to: the Americans with Disabilities Act of 1990 (29 U.S.C.A. 12101, et seq.); the Rehabilitation Act of 1973 (29 U.S.C.A. 701, et seq.); and the Drug Free Workplace Act of 1988 (41 U.S.C.A. 701, et seq.). Furthermore, pursuant to Neb. Rev. Stat. 73-102 Reissue 1990), County and Contractor declare, promise, and warrant that they have and will continue to comply fully with the Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C.A. 1985, et seq.); and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1101, et seq., (Reissue 1993), in that there shall be no discrimination against any person who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

7. The Contractor shall indemnify and save harmless Sarpy County, its officers, employees, agents and representatives from all claims, suits or actions of every kind and character made upon or brought against the said Sarpy County, its officers, employees, agents and representatives for on or account of any injuries or damages received or sustained by any party or parties by or from the acts or omissions of the said Contractor or its servants, agents, representatives and subcontractors, in doing the work herein contracted for or by or in consequence of any negligence in guarding the same or any improper material used in its construction or by or on account of any act or omission of said Contractor or its servants, agents, representatives and subcontractor or its servants, agents, representatives and subcontractors arising out of any manner connected with the performance of this Contract, and also from all claims or damage for infringement of any patent in fulfilling this Contract.

8. Insurance Requirements

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

The following insurance coverages shall be kept in force during the life of the Agreement and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.
a. **Worker’s Compensation and Employers Liability Insurance**

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

b. **Commercial General Liability Insurance**

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

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

c. **Automobile Liability Insurance**

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

d. **Certificate of Insurance**

The Contractor shall furnish the County with a certificate(s) of insurance evidencing the coverage required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

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

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

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

9. The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska unemployment contributions and interest due under the laws of the State of Nebraska on wages paid to individuals employed in the performance of this Contract, and shall submit to Sarpy County written clearance from the Commissioner of Labor of the State of Nebraska certifying that all payments due of contributions and interest which may have arisen under this Contract have been paid by the Contractor or his subcontractor, to the State of Nebraska Unemployment Compensation Fund. Payment of the final five percent (5%) of the total amount of the Contract shall be withheld until this provision has been complied with as required by Section 48-657 R.R.S. 1943, as amended.

10. The Contractor shall not, in performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age or political or religious options or affiliations in violation of federal or state laws or local ordinances and further the Contractor shall comply with Sarpy County ordinances pertaining to civil rights and human relations.

11. The Contractor shall procure a policy or policies of insurance which shall guarantee payment of compensation according to the Workmen’s Compensation Laws of Nebraska for all workmen injured in the scope of employment; and further agrees to keep said policy or policies in full force by the Contractor throughout the term of this Contract. Certificates of insurance or copies of policies if required by any department of the County, shall be filed by the Contractor with Sarpy County.
12. Except as may otherwise be required by applicable law payment of any balance due to the Contractor under this Contract shall be made by the County to the Contractor upon completion of the Contractor's work and obligations in accordance with the Contract, upon acceptance thereof by the County, and upon submission of certificate by the Contractor in accordance with Paragraph 11 above. No payment by the County shall in any way constitute any waiver of any rights of Sarpy County.

13. Pursuant to Neb. Rev. Stat. 23-3113 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or other employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions so responsibilities in the review or approval of the undertaking described in this Contract, or in the performing of services pursuant to this Contract which effects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor indirect, in this Contract or the proceeds thereof.

14. Neither County nor Contractor shall engage the services of any person or persons presently in the employ of the other for work covered by this Contract without the express written consent of the employer of such person or persons.

15. Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent Contractor, and neither party is or will become the employee of the other as a result of the relationship created by this Contract.

16. It is understood and agreed by the parties to hereto that is any part, term, condition or provision of this Contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, condition, or provisions held to be invalid.

17. This Contract and documents incorporated herein by reference contain the entire Contract between the Parties, and there are no other written or oral promises, agreement or warrants which may affect it.

18. The Contractor acknowledges that it is, and will, remain fully obligated under the provisions of this Contract, regardless of any delegation of duties or assignment or benefits hereunder. Contractor further acknowledges and promises that the provisions of this Contract shall be made binding on any Subcontractor(s) it may retain. Contractor shall require that all Subcontractors hold County harmless from any and all claims and causes of action resulting from actions or activities of Subcontractor. Contractor shall require that all Subcontractors comply with any and all applicable State and Federal
laws and that Subcontractor(s) obtain any and all necessary permits or licenses necessary to conduct work under this Contract.

19. Contractor may not subcontract or assign any portion of Contract without prior written approval from the County.

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., Ste. 1116
Papillion, NE 68046

Contractor: Vogel Traffic Services, Inc.
Mr. Doug Andresen
1920 Albany Pl SE
Orange City, IA 51041
IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed this as of this 8th day of May, 2018.

(SEAL)

County of Sarpy, Nebraska
A Body Politic and Corporate

CHAIRMAN:

5/8/18

ATTEST:

CLERK:

APPROVED AS TO FORM:

COUNTY ATTORNEY/DEPUTY

CONTRACTOR:
### Event Number
2018-0070

### Event Title
Striping of Various County Roads and Various Workgroup

### Event Description
RFP Public

### Issue Date
4/6/2018 11:43:07 AM (CT)

### Close Date
4/26/2018 10:00:00 AM (CT)

### Organization
Sarpy County Purchasing

### Event Owner
Beth Garber

### Email
bgarber@sarpy.com

### Phone
(402) 593-4476 x

### Responding Supplier | City | State | Response Submitted | Lines Responded | Response Total |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>VOGEL TRAFFIC SERVICES, INC</td>
<td>ORANGE CITY</td>
<td>IA</td>
<td>4/24/2018 09:20:53 AM (CT)</td>
<td>6</td>
<td>$282,534.20</td>
</tr>
<tr>
<td>Highway Signing Inc.</td>
<td>Council Bluffs</td>
<td>IA</td>
<td>4/24/2018 08:59:34 AM (CT)</td>
<td>6</td>
<td>$354,040.00</td>
</tr>
</tbody>
</table>

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.
<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>Mfgr</th>
<th>Mfgno</th>
<th>QTY</th>
<th>UOM</th>
<th>Unit</th>
<th>Extended</th>
<th>Unit</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sarpy County</td>
<td>8140</td>
<td>Gallon</td>
<td></td>
<td></td>
<td>$15.37</td>
<td>$125,111.80</td>
<td>$19.00</td>
<td>$154,660.00</td>
</tr>
<tr>
<td>2</td>
<td>Cass County</td>
<td>5820</td>
<td>Gallon</td>
<td></td>
<td></td>
<td>$15.37</td>
<td>$89,453.40</td>
<td>$19.00</td>
<td>$110,580.00</td>
</tr>
<tr>
<td>3</td>
<td>City of Bellevue</td>
<td>2140</td>
<td>Gallon</td>
<td></td>
<td></td>
<td>$18.37</td>
<td>$39,311.80</td>
<td>$24.00</td>
<td>$51,360.00</td>
</tr>
<tr>
<td>4</td>
<td>City of La Vista</td>
<td>340</td>
<td>Gallon</td>
<td></td>
<td></td>
<td>$18.37</td>
<td>$6,245.80</td>
<td>$24.00</td>
<td>$8,160.00</td>
</tr>
<tr>
<td>5</td>
<td>City of Ralston</td>
<td>180</td>
<td>Gallon</td>
<td></td>
<td></td>
<td>$18.37</td>
<td>$3,306.60</td>
<td>$24.00</td>
<td>$4,320.00</td>
</tr>
<tr>
<td>6</td>
<td>City of Papillion</td>
<td>1040</td>
<td>Gallon</td>
<td></td>
<td></td>
<td>$18.37</td>
<td>$19,104.80</td>
<td>$24.00</td>
<td>$24,960.00</td>
</tr>
<tr>
<td>Att #</td>
<td>Attribute Name</td>
<td>Attribute Note</td>
<td>VOGEL TRAFFIC SERVICES, INC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>----------------</td>
<td>----------------</td>
<td>----------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Acknowledgments</td>
<td>I acknowledge reading and understanding the specifications.</td>
<td>Acknowledged</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Specifications</td>
<td>I acknowledge reading and understanding the specifications.</td>
<td>Acknowledged</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Sample Contract</td>
<td>I acknowledge reading and understanding the sample contract.</td>
<td>Acknowledged</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Company Information</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Company Information - Years in Business</td>
<td>33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Company Information - Number of Employees</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Company Information - Total Sales for the Last Three (3) Years</td>
<td>11.5 million</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Reference #1</td>
<td>KOSSUTH COUNTY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Reference #1 - Company Name</td>
<td>DOUG MILLER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Reference #1 - Contact Name</td>
<td><a href="mailto:ENGINEER@CO.KOSSUTH.IA.US">ENGINEER@CO.KOSSUTH.IA.US</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Reference #1 - Email</td>
<td>(515) 295-3320</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Reference #1 - Phone Number</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Reference #2</td>
<td>BOONE COUNTY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Reference #2 - Company Name</td>
<td>SCOTT KRUSE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Reference #2 - Contact Name</td>
<td><a href="mailto:BOONECOUNTYENGR@BOONECOUNTY.IOWA.GOV">BOONECOUNTYENGR@BOONECOUNTY.IOWA.GOV</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Reference #2 - Email</td>
<td>(515) 433-0530</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Reference #2 - Phone Number</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Reference #3</td>
<td>MUSCATINE COUNTY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Reference #3 - Company Name</td>
<td>KEITH WHITE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Reference #3 - Contact Name</td>
<td><a href="mailto:ENGINEER@CO.MUSCATINE.IA.US">ENGINEER@CO.MUSCATINE.IA.US</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Reference #3 - Email</td>
<td>(563) 263-6351</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Reference #3 - Phone Number</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Responding Supplier</td>
<td>Signature Full Name</td>
<td>Signature Email</td>
<td>Supplier Notes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------</td>
<td>---------------------</td>
<td>----------------------------</td>
<td>----------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VOGEL TRAFFIC SERVICES, INC</td>
<td>Dave Van Gorp</td>
<td><a href="mailto:dave.vangorp@vogeltraffic.com">dave.vangorp@vogeltraffic.com</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SARPY COUNTY, NEBRASKA

REQUEST FOR PROPOSALS

Striping of Various County Roads and Various City Streets and Roads within Cass County and the Cities of Bellevue, Papillion, LaVista, Ralston and Gretna

For the Public Works Department

PROPOSALS DUE:
10:00 a.m., Thursday, April 26, 2018
General Information

Notice to Vendors

Official bidding criteria must be obtained through the online procurement system. Vendors that obtain specifications from any other internet site are responsible for obtaining any addenda that may be added at a later time.

Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Courthouse at the time and date listed in the Bid Information.

All bids submitted shall be valid for a period of ninety (90) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B. Destination, freight prepaid, Sarpy County, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

Procedures for Evaluation and Awarding of Bid

Evaluation will be done by Beth Garber, Sarpy County Purchaser, along with personnel from other departments. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site www.sarpy.com. The Commissioners award the bid by majority vote.

The following factors will be used to consider the award of the bid, where applicable:

a) Compliance with all requirements.
b) Price.
c) The ability, capability, and skills of the Vendor to perform.
d) The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
e) The quality of previous performance.
f) Whether the Vendor can perform within the time specified.
g) The previous and existing compliance of the supplier with laws.
h) The life-cost of the personal property or services in relation to the purchase price and specified use.

i) The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.

j) The energy efficiency ratio as stated by the supplier.

k) The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.

l) Such other information as may be secured having a bearing on the decision.

Terms and Conditions

1. Performance Bond

The successful Vendor shall be required to furnish a performance bond, and said bond shall be in the amount of 100% of the total amount of the bid, written by a surety licensed to do business in the State of Nebraska. Said performance bond shall be provided to the Sarpy County Clerk within ten (10) days after execution of the contract documents and bid award. Bond may be secured through the Vendor's usual sources.

2. Information, Discussion and Disclosures

Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.

The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.

No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.

Every request for such interpretation or correction should be in writing through the online bid system or by email to Beth Garber, bgarber@sarpy.com. Sarpy County prefers all questions be submitted through the electronic bidding program. Requests must be received by date and time listed in the bid information in order for Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered. In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

3. Addenda

All addenda will become part of this RFP and must be responded to by each Vendor.

All addenda must be acknowledged in writing in the bid submitted by the Vendor.
This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

4. **Confidentiality of Documents**

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any “proprietary, trade secret, or confidential commercial or financial” information must be clearly identified at the time of bid/proposal submission. **Pricing information is not considered financial information and therefore is not considered Confidential.** Please note: even if Vendor believes pricing information is confidential and includes it as such, this information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, the Vendor will be required to fully defend, in all forums, Sarpy County’s refusal to produce such information; otherwise, Sarpy County will make such information public, upon request.

5. **Non-Discrimination Clause**

Pursuant to Neb. Rev. Stat. §73-102, Vendor declares, promises, and warrants it has and will continue to comply fully with 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., in that there shall be no discrimination against any employee 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.

6. **Conflict of Interest Clause**

Pursuant to Neb Rev. Stat. §23-3113, the parties hereto declare and affirm that no officer, member, or 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 affects 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.

7. **Supplemental Terms and Conditions/Modifications**

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.
8. Term

The Contract will be for a one (1) year period commencing on May 1, 2018 until April 30, 2019 with two (2), one (1) year options. The cost for the option years will be provided in writing to the County sixty (60) days prior to the expiration date of the current contract year. Any cost changes for the option years is the responsibility of the Vendor. If Sarpy County does not receive any notification of price changes, the prices are to remain the same.

9. Renewal

The Contract shall automatically renew for each option year unless the County notifies Vendor in writing thirty (30) days prior to expiration of current contract period of the intent not to renew.

10. Termination

Either party may terminate the Contract with ninety (90) days' written notice to the other.

11. Residency Verification

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

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

The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

a) 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.

b) 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.

12. 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.

13. Insurance Requirements

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

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract 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.

Workers’ 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.

Commercial General Liability Insurance

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

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

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.
Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor 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 Commercial General Liability and the Automobile Liability insurance coverage required under this section.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor 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.

Insurance Company

All insurance coverages herein required of the Vendor 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 Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor 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 Vendor’s insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

14. Assignment

The Vendor may not assign this Contract without the prior written consent of the County.

15. Subcontracting

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

16. Independent Contractor

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.
17. Indemnity

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

18. Deviations

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

19. Exceptions

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

20. Company Information

Vendor will provide the following company information on the bid form:

a. Years in business;
   b. Number of employees; and,
   c. Total sales for last three (3) years.

21. References

Each Vendor must include with its proposal a list of no less than three (3) current references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company along with the name, phone number, and email of a contact person for each company.

22. Tobacco Free Notice

The use of tobacco is not permitted within the facilities or on the property of leased and owned Sarpy County buildings at any time including, but not limited to lawns, sidewalks, parking lots and vehicles on authorized County business.
Special Provisions

All specifications from “Standard Specifications for Highway Construction, 2017” published by the Nebraska Department of Transportation (NDOT) are hereby made a part of the Contract of the Construction of this project, except where otherwise stipulated. Any reference to the “Department” or “Owner” shall be replaced by “County” and any reference to the “State of Nebraska” shall be replaced by “Sarpy County.” Revisions or additions to the NDOT Standard Specifications shall be as follows:

1. Description of Work

The work contemplated in the Proposal consists of repainting pavement markings in Sarpy County, City of Papillion, City of Bellevue, City of La Vista, City of Ralston, City of Gretna, City of Springfield, and Cass County.

2. County Board

The County Board of Sarpy County, Nebraska shall, in conjunction with the Engineer, be the final arbiter in all controversies concerning the fulfillment of this Contract. No changes to any of the details for the Plans and Specifications shall be made without approval of the Board. The Board shall approve final acceptance of the work and payment of the Contractor.

3. Working Days

Working Days shall refer to all days except Sundays and Holidays when the temperature is above 60 degrees and rising, which are suitable for the construction of this project. Such working days shall start the date of Contractor’s Notice to Proceed.

4. Taxes

Sarpy County will, upon request, furnish the successful Contractor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Contractor’s proposal.

5. Liquidated Damages

The time of completion is of the essence of the Contract since the County will be subject to additional financing and administrative expense if the work is not completed within the time period specified in the Agreement. Therefore the Contractor shall reimburse the County at the rate of $500 per day for each additional working day required to complete the work. The time allowed for completion of this Contract shall not be extended except upon written application, by the Contractor, requesting such extensions and explain fully the necessity for such extension. Such extension will be granted only because of strikes, unavailability of properly ordered materials, or other causes beyond the Contractor’s control. Contractor warrants that it has registered as a Contractor with the State of Nebraska, and that it, and any and all subcontractors it may retain or has retained are also registered as required by
law, and that its subcontractors have obtained any and all necessary licenses and permits required by federal law, state law, and/or county ordinances for the work described herein.

6. **Representation**

A representative from each City and County will be required to accompany the Contractor. This is to ensure that all roadways are located and are properly marked. A twenty-four (24) hour notice will be required prior to marking of the roadways involved within County or City limits.

7. **Approximate Quantities**

The quantities shown on the proposal are approximate and the owner reserves the right to adjust the actual quantities without adjustments in the unit prices.

8. **Billing**

Sarpy County will be responsible for work performed on roadways in the following jurisdictions: Sarpy County-maintained roadways, City of Gretna-maintained roadways, City of Springfield-maintained roadways.

The contractor will be billing the other entities separately using the per gallon bid price: Cass County, City of Bellevue, City of Papillion, City of La Vista, City of Ralston. Sarpy County will have no financial responsibility for work performed on roadways within the other entities.

9. **Company Information**

Contractor shall provide the following company information on the Bid Form:
   a. Years in business;
   b. Number of employees; and,
   c. Total sales for the last three (3) years

10. **References**

Each bidder must include with their proposal a list of no less than three (3) references that have been purchased the specified product or service within the last two (2) years. The list must include the name of the company and the name and phone number of a contact person for each company.

11. **Deviations**

Once the bid has been accepted by the County, no deviations from the specifications will be accepted without prior approval of the County.

12. **Exceptions**

These specifications are minimum acceptable specifications. Bidder may bid other than what is specified if it is of higher specification than what is requested. Bidder must list any exceptions to the bid specifications on the exceptions/clarifications/comments page provided.
13. **General Requirements**

   a. The start date for this project shall be no later than June 25th, 2018, weather permitting. All work shall be completed by July 28, 2018 (100% of pavement markings painted).
   
   b. No pavement marking symbols are included in this project. Project only includes linear pavement markings.
   
   c. All pavement markings shall comply with the Manual on Uniform Traffic Control Devices, current edition.
   
   d. All pavement marking shall be solid or shall follow a forty-foot (40’) skip pattern of ten feet (10’) solid pavement marking and thirty feet (30’’) no pavement marking.
   
   e. All pavement markings shall match the existing pavement marking configuration, unless directed by Engineer.
   
   f. All center line pavement markings shall be yellow in color. All lane line and edge line pavement markings shall be white in color.
   
   g. All pavement markings shall be five inches (5”) wide.
   
   h. No pavement marking operations shall occur when the average wind speed is greater than twenty miles per hour (20 mph). The Engineer shall make the determination of wind speed.
   
   i. All surfaces will be cleaned by the County and other local entities on or around June 1, 2018. Contractor shall ensure that the surface is clean of gravel and dirt and dry before applying pavement markings to the roadway surface. The Contractor shall clean and prepare the road surface if needed prior to applying pavement markings; the ultimate responsibility of surface preparation rests with the Contractor. Any cleaning/preparation shall be subsidiary to pavement marking bid item.
   
   j. Contractor shall be responsible for Traffic Control and Crew Safety. Contractor shall be responsible for keeping the traveling public from tracking through wet paint. Traffic control devices shall include but are not limited to wet paint advance warning signage, traffic cones and advance warning arrow boards (stationary or truck-mounted).

14. **Section 423 - Permanent Pavement Marking**

   1. Pavement marking shall be installed per Subsection 423.01, Paragraph 1.c. “Permanent Pavement Marking, Paint and Beads.” With the following revisions or additions:
      
   2. Subsection 423.03, Paragraph 4.d(2) - Glass Beads shall be applied at a rate of no less than six (6) pounds per gallon of paint and no more than eight (8) pounds per gallon of paint.
      
   3. Subsection 423.03, Paragraph 4.d(3) - Pavement marking shall have a minimum film thickness of fifteen (15) mils.
4. Subsection 423.03, Paragraph 4.d(6) - Paint shall only be applied when the roadway surface temperature is less than one hundred fifty (150) degrees.

5. Section 423.05, Paragraph 1 – Basis of Payment, Pay Item for” 5” Permanent Pavement Marking, Paint and Beads” shall be amended to read Gallon as the Pay Unit.

Payment is full compensation for all work described in this section.
Sarpy County, Nebraska
Striping of Various County Roads and Various City Streets and Roads within Cass County and the Cities of Bellevue, Papillion, LaVista, Ralston and Gretna
Bid Form

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

<table>
<thead>
<tr>
<th>Approximate Linear Mileage of Roadways to be Painted (For information only)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Location</strong></td>
</tr>
<tr>
<td>Sarpy County, Gretna, Springfield</td>
</tr>
<tr>
<td>Cass County</td>
</tr>
<tr>
<td>City of Bellevue</td>
</tr>
<tr>
<td>City of La Vista</td>
</tr>
<tr>
<td>City of Ralston</td>
</tr>
<tr>
<td>City of Papillion</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid Form</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>5&quot; Permanent Pavement Marking, Paint and Beads</strong></td>
</tr>
<tr>
<td>Gallons</td>
</tr>
<tr>
<td>Sarpy County</td>
</tr>
<tr>
<td>Cass County</td>
</tr>
<tr>
<td>City of Bellevue</td>
</tr>
<tr>
<td>City of La Vista</td>
</tr>
<tr>
<td>City of Ralston</td>
</tr>
<tr>
<td>City of Papillion</td>
</tr>
<tr>
<td><strong>Total – Base Bid</strong></td>
</tr>
</tbody>
</table>

*Prices are to be F.O.B. - Destination

NOTE: The start date for the striping of the Sarpy County Roads will be NO LATER THAN JUNE 25, 2018, weather permitting. 100% to be painted by July 28, 2018.
If notified of acceptance of this proposal and Contract award within thirty (30) days after date stated for receipt of bids, the undersigned agrees to execute a Contract for the above named work and the above stated consideration, the form required, within ten (10) days of such notification; to commence the work as soon as practical, and to complete the Contract no later than July 28, 2018.

Total base bid shall be the basis for establishing the amount of the Performance Bond in this Contract. The Total Base Bid is based on the quantities shown in the Proposal Form and on the dimensions shown on the Plans where specific quantities are not itemized, and are 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 Reports(s)). Said performance bond shall be provided to the Sarpy County Clerk ten (10) days after execution of contract documents and bid award. Bond may be secured through the Vendor's usual sources.

The undersigned has carefully checked the bid blank quantities against the 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 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.

Company Information

Years in business: 

# of employees 

Total sales last 3 years 

References

Company Name: 
Address: 
Contact Name: Phone Number: 
Date of Purchase: Email: 

Company Name: 
Address: 
Contact Name: Phone Number: 
Date of Purchase: Email: 

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

I acknowledge receipt of the following addenda (if applicable):

Addendum #1
Addendum #2

Company Name
Authorized Signature
Address
City, State & Zip

Company Representative (Please print)
Telephone Number
Fax Number
E-Mail Address

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

CONTRACT AGREEMENT

THIS CONTRACT is made and entered into by and between Sarpy County, Nebraska hereinafter called County, and ____________________ 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 will stripe approximately 878 miles of County and City Roads of which 407 miles are within Sarpy County, Gretna and Springfield, and 291 miles within Cass County, 176 miles within the various City Limits in Sarpy County, and 4 miles within the City of Ralston.

   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 $__________________________ (written) under penalty of Performance, Payment and Guarantee Bond.

2. The Contractor shall conform with the applicable plans and specifications, applicable Special Provisions and any applicable change order or addenda pertaining thereto or to this Contract, all of which by reference thereto are made a part hereof. Applicable notice to bidders, Instruction to bidders, Bid Proposal of Contractor, Resolution awarding this Contract, the Performance, Payment and Guarantee Bond and all proceedings by the governing body of the County relating to the aforesaid work are made a part hereto by reference thereto.

3. The County agrees to pay the Contractor in accordance with the provisions of the specifications, the accepted Proposal of the Contractor and the provisions of this Contract.

4. All provisions of each document and item referred to in Paragraph 2 above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern, and substitution or change shall be made except upon written direction, the form of which shall be written “Change Order” of the County; and substitution or change shall in no manner be construed to release either party from any specified or implied obligation of this Contract except as specifically provided for in the Change Order.

5. The Contractor warrants that it has neither employed nor retained any company or person, other than bona fide employee working for Contractor to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission percentage, brokerage fee, gift
or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

6. County and Contractor promise and agree to comply with all Federal and State laws and County ordinances, and such other rules and regulations as may apply to this Contract, including but not limited to: the Americans with Disabilities Act of 1990 (29 U.S.C.A. 12101, et seq.); the Rehabilitation Act of 1973 (29 U.S.C.A. 701, et seq.); and the Drug Free Workplace Act of 1988 (41 U.S.C.A. 701, et seq.). Furthermore, pursuant to Neb. Rev. Stat. 73-102 Reissue 1990), County and Contractor declare, promise, and warrant that they have and will continue to comply fully with the Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C.A. 1985, et seq.); and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1101, et seq., (Reissue 1993), in that there shall be no discrimination against any person who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

7. The Contractor shall indemnify and save harmless Sarpy County, its officers, employees, agents and representatives from all claims, suits or actions of every kind and character made upon or brought against the said Sarpy County, its officers, employees, agents and representatives for on or account of any injuries or damages received or sustained by any party or parties by or from the acts or omissions of the said Contractor or its servants, agents, representatives and subcontractors, in doing the work herein contracted for or by or in consequence of any negligence in guarding the same or any improper material used in its construction or by or on account of any act or omission of said Contractor or its servants, agents, representatives and subcontractor or its servants, agents, representatives and subcontractors arising out of any manner connected with the performance of this Contract, and also from all claims or damage for infringement of any patent in fulfilling this Contract.

8. **Insurance Requirements**

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

The following insurance coverages shall be kept in force during the life of the Agreement and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.
a. Worker's Compensation and Employers Liability Insurance

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

b. Commercial General Liability Insurance

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

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

c. Automobile Liability Insurance

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

d. Certificate of Insurance

The Contractor shall furnish the County with a certificate(s) of insurance evidencing the coverage required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

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

e. **Insurance Company**

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

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

9. The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska unemployment contributions and interest due under the laws of the State of Nebraska on wages paid to individuals employed in the performance of this Contract, and shall submit to Sarpy County written clearance from the Commissioner of Labor of the State of Nebraska certifying that all payments due of contributions and interest which may have arisen under this Contract have been paid by the Contractor or his subcontractor, to the State of Nebraska Unemployment Compensation Fund. Payment of the final five percent (5%) of the total amount of the Contract shall be withheld until this provision has been complied with as required by Section 48-657 R.R.S. 1943, as amended.

10. The Contractor shall not, in performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age or political or religious options or affiliations in violation of federal or state laws or local ordinances and further the Contractor shall comply with Sarpy County ordinances pertaining to civil rights and human relations.

11. The Contractor shall procure a policy or policies of insurance which shall guarantee payment of compensation according to the Workmen’s Compensation Laws of Nebraska for all workmen injured in the scope of employment; and further agrees to keep said policy or policies in full force by the Contractor throughout the term of this Contract. Certificates of insurance or copies of policies if required by any department of the County, shall be filed by the Contractor with Sarpy County.
12. Except as may otherwise be required by applicable law payment of any balance due to
the Contractor under this Contract shall be made by the County to the Contractor upon
completion of the Contractor's work and obligations in accordance with the Contract,
upon acceptance thereof by the County, and upon submission of certificate by the
Contractor in accordance with Paragraph 11 above. No payment by the County shall in
any way constitute any waiver of any rights of Sarpy County.

13. Pursuant to Neb. Rev. Stat. 23-3113 (Reissue 1991), the Parties hereto declare and
affirm that no officer, member, or other employee of the County, and no member of its
governing body, and no other public official of the County who exercises any functions
so responsibilities in the review or approval of the undertaking described in this
Contract, or in the performing of services pursuant to this Contract which effects his or
her personal interest, or any corporation, partnership, or association in which he or she
is directly or indirectly interested; nor shall any employee of the County, nor indirect, in
this Contract or the proceeds thereof.

14. Neither County nor Contractor shall engage the services of any person or persons
presently in the employ of the other for work covered by this Contract without the
express written consent of the employer of such person or persons.

15. Each party declares, represents, warrants and acknowledges that it is not an agent for
the other now, nor will it be in the future. Each party is an independent Contractor, and
neither party is or will become the employee of the other as a result of the relationship
created by this Contract.

16. It is understood and agreed by the parties to hereto that is any part, term, condition or
provision of this Contract is held to be illegal or in conflict with any law of this State or of
the United States, the validity of the remaining parts, terms, conditions, or provisions
shall not be affected, and the rights and obligations of the Parties shall be construed and
enforced as if the Contract did not contain the particular part, term, condition, or
provisions held to be invalid.

17. This Contract and documents incorporated herein by reference contain the entire
Contract between the Parties, and there are no other written or oral promises,
agreement or warrants which may affect it.

18. The Contractor acknowledges that it is, and will, remain fully obligated under the
provisions of this Contract, regardless of any delegation of duties or assignment or
benefits hereunder. Contractor further acknowledges and promises that the provisions
of this Contract shall be made binding on any Subcontractor(s) it may retain. Contractor
shall require that all Subcontractors hold County harmless from any and all claims and
causes of action resulting from actions or activities of Subcontractor. Contractor shall
require that all Subcontractors comply with any and all applicable State and Federal
laws and that Subcontractor(s) obtain any and all necessary permits or licenses necessary to conduct work under this Contract.

19. Contractor **may not** subcontract or assign any portion of Contract without prior written approval from the County.

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., Ste. 1116
Papillion, NE 68046

Contractor: __________________________
____________________________
____________________________
IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this _____day of ________________, 2018.

(SEAL)

County of Sarpy, Nebraska
A Body Politic and Corporate

CHAIRMAN: ____________________________

ATTEST: ______________________________

CLERK: ______________________________

APPROVED AS TO FORM:

_______________________________
COUNTY ATTORNEY/DEPUTY

_______________________________
CONTRACTOR: _______________________

ATTEST:

_______________________________
SECRETARY/WITNESS

_______________________________
PRESIDENT: _________________________
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS 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.

JRTANT: 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
Bearance Management Group
1045 76th Street, Suite 4000
West Des Moines IA 50266

CONTACT NAME:
Dee Ann Swanson

PHONE (Sell. Ext.): (515) 327-8450 FAX (Sell. Ext.): (515) 327-8457

EMAIL ADDRESS: dswanson@bearance.com

INSURER(S) AFFORDING COVERAGE
AIG Specialty Ins Co. 26883
Sentry Insurance, A Mutual 21180

INSURED
Vogel Paint Inc
1110 Albany Place SE
PO Box 440
Orange City IA 51404-0440

CERTIFICATE NUMBER: 18/19

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE 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.

INR. LTR. TYPE OF INSURANCE POLICY NUMBER POLICY EFF. (MM/DD/YYYY) POLICY EXP. (MM/DD/YYYY) LIMITS

A. GENERAL LIABILITY
   COMMERCIAL GENERAL LIABILITY
   CLAIMS-MADE X OCCUR
   GEN. AGGREGATE LIMIT APPLIES PER:
   POLICY X LOC
   1946668
   1/1/2018 1/1/2019
   $1,000,000
   DAMAGE TO RENTED PREMISES (CA occurrence)
   $300,000
   MED EXP (Any one person)
   $25,000
   PERSONAL & ADV INJURY
   $1,000,000
   GENERAL AGGREGATE
   $2,000,000
   PRODUCTS - COM/P/R AGG
   $2,000,000

B. AUTOMOBILE LIABILITY
   ANY AUTO
   SCHEDULED AUTOS
   NON-OWNED AUTOS
   UMBRELLA LIABILITY
   OCCUR
   CLAIMS-MADE
   90-15504-03
   1/1/2018 1/1/2019
   $2,000,000
   COMBINED SINGLE LIMIT (Per accident)
   $2,000,000
   BODILY INJURY (Per person)
   $2,000,000
   BODILY INJURY (Per accident)
   $2,000,000
   PROPERTY DAMAGE (Per accident)
   $2,000,000
   Uninsured Motorist Combined
   $1,000,000
   EACH OCCURRENCE
   $1,000,000
   AGGREGATE
   $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 161, Additional Remarks Schedule, if more space is required)
Listed as additional insured on GL as regards pavement marking project

Re: Vogel Traffic Services, Inc., 1900 Albany Place SE, Orange City, IA 51041

CERTIFICATE HOLDER:
Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

CANCELLATION:
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:
Craig Borwick/DEESWA

©1988-2010 ACORD CORPORATION. All rights reserved.
Performance Bond

CONTRACTOR:
(Name, legal status and address)
Vogel Traffic Services, Inc.
1920 Albany Place SE
Orange City, IA 51041-0140

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
PO Box 14498
Des Moines, IA 50306

OWNER:
(Name, legal status and address)
Sarpy County, Nebraska
1210 Golden Gate Drive, Suite 1220
Papillion, NE 68046

CONSTRUCTION CONTRACT
Date: May 8, 2018

Amount: Two Hundred Eighty-two Thousand Five Hundred Thirty-four And
20/100THS ($282,534.20)

Description:
(Name and location)
Stripping of County Roads and Various City Streets including Roads in Cass County
and in the Cities of Bellevue, Papillion, Lavista and Gretna in Sarpy County, NE.

BOND
Date: May 14, 2018
(Not earlier than Construction Contract Date)

Amount: Two Hundred Eighty-two Thousand Five Hundred Thirty-four And 20/100THS ($282,534.20)

Modifications to this Bond: □ None □ See Section 16

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Vogel Traffic Services, Inc.

Signature:
Name: Dave Van Gorp
and Title: Vice Pres/Gen Mgr
(Any additional signatures appear on the last page of this Performance Bond.)

SURETY
Company: (Corporate Seal)
Merchants Bonding Company (Mutual)

Signature:
Name: Attorney-in-Fact
and Title: Nicole M Coty

(AGENT or BROKER)
Bearance Management Group
2010 Centre Pointe Blvd.
Mendota Heights, MN 55120
651-379-7800

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

Init.
§ 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: N/A Signature: N/A
Name and Title: Name and Title:
Address Address

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

Init.
Payment Bond

CONTRACTOR:  
(Name, legal status and address)  
Vogel Traffic Services, Inc.  
1920 Albany Place SE  
Orange City, IA 51041-0140

SURETY:  
(Name, legal status and principal place of business)  
Merchants Bonding Company (Mutual)  
PO Box 14498  
Des Moines, IA 50306

OWNER:  
(Name, legal status and address)  
Sarpy County, Nebraska  
1210 Golden Gate Drive, Suite 1220  
Papillion, NE 68046

CONSTRUCTION CONTRACT  
Date: May 8, 2018

Amount: Two Hundred Eighty-two Thousand Five Hundred Thirty-four And 20/100THS ($282,534.20)

Description:  
(Name and location)  
Stripping of County Roads and Various City Streets including Roads in Cass County and in the Cities of Bellevue, Papillion, Lavista and Gretna in Sarpy County, NE.

BOND  
Date: May 14, 2018  
(Not earlier than Construction Contract Date)

Amount: Two Hundred Eighty-two Thousand Five Hundred Thirty-four And 20/100THS ($282,534.20)

Modifications to this Bond: ☐ None  ☐ See Section 18

CONTRACTOR AS PRINCIPAL  
Company:  
(Vogel Traffic Services, Inc.)

Signature:  
[Signature]

Name:  
Dave Van Corp  
Title: Vice Pres/Gen Mgr

SURETY  
Company:  
(Merchants Bonding Company)

Signature:  
[Signature]

Name:  
Nicole M Coty  
Title: Vice Pres/Gen Mgr

(FOR INFORMATION ONLY — Name, address and telephone)  
AGENT or BROKER:  
Bearcentaje Management Group  
2010 Centre Pointe Blvd.  
Mendota Heights, MN 55120

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.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.
§ 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, 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

§ 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: N/A
Name and Title:
Address

Signature: N/A
Name and Title:
Address

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

CORPORATE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Sioux

On the 16th day of May 2018 before me personally appeared, Dave Van Corp to me, who being duly sworn, did depose and say: that s/he resides in Orange City, IA that s/he is the Vice President/Gen Mgr of the Vogel Traffic Services, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

(SEAL)

Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Dakota

On the 14th day of May 2018 before me personally appeared, Nicole M Coty to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Merchants Bonding Company (Mutual) a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

Notary Public
merchants bonding company
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,
Christa Sullivan; DeeAnn Swanson; Erik Mueller; Litton E S Field Jr; Nicole M Coty; Patricia M Rowan; Sarah C Lorenzen

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of April, 2017.

STATE OF IOWA
COUNTY OF DALLAS ss.
On this the 28th day of April 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

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

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of May, 2018.

POA 0018 (3/17)
Sarpy County, Nebraska is seeking proposals for Striping of Sarpy County Roads and Various City Streets including Roads within Cass County and the Cities of Bellevue, Papillion, LaVista, Ralston, and Gretna for the Public Works Department. Bids will be accepted Monday through Friday 8:00 a.m. to 4:45 p.m., except holidays, until 10:00 a.m., Thursday, April 26, 2018. Bids can be submitted online using the Sarpy County Purchasing eBid online portal at https://sarpy.ionwave.net. Bids will be publicly opened and read aloud at 10:00 a.m., Thursday, April 26, 2018, in the Sarpy County Administration Conference Room, at the above address. Bidding criteria must be received online or from the Sarpy County Purchasing Department by contacting Beth Garber at bgarber@sarpy.com. The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

Deb Houghtaling
Sarpy County Clerk
2090791; 4/11, 4/18

<table>
<thead>
<tr>
<th>Product</th>
<th>Placement</th>
<th>First Date</th>
<th>Last Date</th>
<th>Insertions</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>SNI Classified</td>
<td>Bellevue Legals</td>
<td>04/11/2018</td>
<td>04/18/2018</td>
<td>2</td>
<td>21.90</td>
</tr>
<tr>
<td>SNI Classified</td>
<td>Gretna Legals</td>
<td>04/11/2018</td>
<td>04/18/2018</td>
<td>2</td>
<td>0.00</td>
</tr>
<tr>
<td>SNI Classified</td>
<td>Papillion Legals</td>
<td>04/11/2018</td>
<td>04/18/2018</td>
<td>2</td>
<td>11.99</td>
</tr>
<tr>
<td>SNI Classified</td>
<td>Springfield Legals</td>
<td>04/11/2018</td>
<td>04/18/2018</td>
<td>2</td>
<td>0.00</td>
</tr>
</tbody>
</table>