RESOLUTION AWARDING BID FOR SCHRAM ROAD, 150TH STREET TO 156TH STREET, PROJECT C-77 (17-5)
FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104 (6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for Schram Road, 150th Street to 156th Street, Project C-77 (17-5) have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

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

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

(1) The low bid of Chas. Vrana & Son Construction Co. for Schram Road, 150th Street to 156th Street, Project C-77 (17-05) in the amount of One Million Five Hundred Ninety Four Thousand Five Hundred Ten Dollars and Ninety Cents ($1,594,510.90) is accepted, ratified, and confirmed.

(2) This Board’s Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 17th day of May, 2016.

Sarpy County Board Chairman

Sarpy County Clerk

ATTEST

Sarpy County Seal
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Award Bid for Schram Road – 150th Street to 156th Street

On May 10, 2016, four (4) bids were opened for Schram Road – 150th Street to 156th Street, Project C-77 (17-5) for the Public Works Department. After reviewing the bids, it is recommended the bid be awarded to the low bidder, Chas. Vrana & Son Construction Co. for $1,594,510.90 with the project being substantially complete by October 17, 2016. The Engineer’s Estimate for the construction was $2,181,614.00.

The County has worked with Vrana several times in the past including a recent awards of Bridge #30 at 48th & Cornhusker over the Papio Creek, Project C-77 (13-3) and Giles Road – 156th St. to 144th St., Project C-77 (09-4). Please feel free to contact me with any questions.

May 11, 2016

Beth Garber

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

To: Sarpy County Board of Commissioners
From: Dennis L. Wilson, P.E., Ph.D., Sarpy County Engineer
Subject: C-77(17-5) – Schram Road – 150th Street to 156th Street
Date: May 11, 2016

On May 10, 2016, four (4) bids were opened during the Sarpy County Board of Commissioners Meeting for the above mentioned project. The low bid is from Charles Vrana and Son Construction Company of Omaha, Nebraska, with a total bid of $1,594,510.90. This bid is 26.9% lower than the Engineer's Estimate of $2,181,614.00. All four bids received were generally competitive and below the Engineer's Estimate.

The Sarpy County Engineer recommends the bid be awarded to Charles Vrana and Son Construction Company in the amount of $1,594,510.90. Feel free to contact me if you have any questions.
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<td>Graham Construction, Inc.</td>
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Schram Rd., 150th to 156th Street
Sarpy County Project No: C-77 (17-05)
May 10, 2016 – 3:00p
Bid Bond Enclosed

"Sealed Bid Schram Rd., 150th to 156th Street"
Sarpy County Project No: C-77 (17-05)
May 10, 2016 – 3:00p
Bid Proposal Enclosed
Sarpy County, Nebraska
Bid Form
Schram Road, 150th Street to 156th Street
Project C-77 (17-05)

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

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

For furnishing all materials, labor, equipment, tools, together with appurtenances and accessories required to prepare, construct, erect and install the proposed improvements, complete and ready for operation, our bid as follows:
# Item | Unit | Quantity | Unit Price | Extended Price
--- | --- | --- | --- | ---
1 | Mobilization | LS | 1 | 75,000.00 | 75,000.00
2 | Topsoil Removal and Placement | SY | 46324 | 0.80 | 37,059.20
3 | Clearing and Grubbing - General | LS | 1 | 20,000.00 | 20,000.00
4 | Remove 18" or smaller Culvert Pipe | LF | 203 | 11.00 | 2,233.00
5 | Remove Culvert Pipe 36" | LF | 170 | 15.00 | 2,550.00
6 | Remove Area Inlet | EA | 1 | 550.00 | 550.00
7 | Remove Sign | EA | 7 | 100.00 | 700.00
8 | Remove Pavement | SY | 256 | 10.00 | 2,560.00
9 | Remove Bollard | EA | 1 | 120.00 | 120.00
10 | Excavation On-Site | CY | 41858 | 4.00 | 167,432.00
11 | Unsuitable Material | CY | 1000 | 10.40 | 10,400.00
12 | Construct Temporary Surfacing | SY | 2000 | 11.00 | 22,000.00
13 | Crushed Rock Surfacing | TONS | 374 | 30.00 | 11,220.00
14 | Construct 9-Inch Concrete Pavement (Type L65) | SY | 20524 | 33.00 | 677,292.00
15 | Construct 9-Inch Concrete Driveway (Type L65) | SY | 59 | 65.00 | 3,835.00
16 | Construct Rock Driveway | SY | 161 | 13.50 | 2,173.50
17 | Construct Concrete Header | LF | 13 | 15.00 | 195.00
18 | Aggregate Bedding | LF | 4792 | 7.60 | 36,419.20
19 | Construct 15" RCP, Class III | LF | 511 | 24.00 | 12,264.00
20 | Construct 18" RCP, Class III | LF | 1546 | 26.00 | 40,196.00
21 | Construct 24" RCP, Class III | LF | 1432 | 37.00 | 52,984.00
22 | Construct 30" RCP, Class III | LF | 678 | 57.00 | 38,646.00
23 | Construct 36" RCP, D(0.01) = 1,350 | LF | 338 | 71.00 | 23,998.00
24 | Construct 48" RCP, D(0.01) = 1,350 | LF | 270 | 123.00 | 33,210.00
25 | Construct 36" CMP | LF | 17 | 95.00 | 1,615.00
26 | Construct 24" Concrete Collar | EA | 1 | 740.00 | 740.00
27 | Construct 36" Concrete Collar | EA | 1 | 1,000.00 | 1,000.00
28 | Construct 18" Storm Sewer Tap | EA | 1 | 1,000.00 | 1,000.00
29 | Construct 18" Pipe Plug | EA | 3 | 320.00 | 960.00
30 | Construct 30" Pipe Plug | EA | 1 | 730.00 | 730.00
31 | Construct 54" I.D. Storm Manhole | VF | 11.3 | 600.00 | 6,780.00
32 | Construct 72" I.D. Storm Manhole | VF | 25.0 | 450.00 | 11,250.00
33 | Construct Type "C" Manhole | EA | 2 | 8,600.00 | 17,200.00
34 | Construct 18" RC Flared End Section | EA | 1 | 580.00 | 580.00
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<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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<td>39</td>
<td>ADJUST MANHOLE TO GRADE</td>
<td>EA</td>
<td>1</td>
<td>550.00</td>
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<td>40</td>
<td>CONSTRUCT CURB INLET - TYPE I</td>
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<td>11</td>
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<td>41</td>
<td>CONSTRUCT REINFORCED CURB INLET - TYPE I</td>
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<td>42</td>
<td>CONSTRUCT CURB INLET - TYPE III</td>
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<td>INSTALL EXTERNAL FRAME SEAL</td>
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<td>CONSTRUCT RIPRAP TYPE &quot;B&quot;</td>
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<td>47</td>
<td>INSTALL SILT FENCE</td>
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<td>4162</td>
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<td>49</td>
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<td>EROSION CHECKS, TYPE EARTH</td>
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<td>EROSION CHECKS, TYPE WATTLE</td>
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<td>EROSION CONTROL - TYPE 2C</td>
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<td>EROSION CONTROL - TYPE 1D</td>
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<td>SEEDING - TYPE WET (EROSION CONTROL)</td>
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<td>SEEDING - TYPE III (EROSION CONTROL)</td>
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<td>43,976.00</td>
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<td>REMOVE PERMANENT PAINTED PAVEMENT MARKING - 5&quot; WHITE</td>
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<td>58</td>
<td>REMOVE PERMANENT PAINTED PAVEMENT MARKING - 5&quot; YELLOW</td>
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<td>1017</td>
<td>1.00</td>
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<td>INSTALL PERMANENT PAINTED PAVEMENT MARKING - 5&quot; WHITE</td>
<td>LF</td>
<td>4206</td>
<td>0.32</td>
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<td>INSTALL PERMANENT PAINTED PAVEMENT MARKING - 5&quot; YELLOW</td>
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<td>15139</td>
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<td>INSTALL PERMANENT PAINTED PAVEMENT MARKING - 8&quot; WHITE</td>
<td>LF</td>
<td>600</td>
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<td>62</td>
<td>INSTALL PERMANENT PAINTED PAVEMENT MARKING - 12&quot; WHITE</td>
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<td>189</td>
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<td>63</td>
<td>INSTALL PERMANENT PAINTED PAVEMENT MARKING - 12&quot; YELLOW</td>
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<td>200</td>
<td>1.00</td>
<td>200.00</td>
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<td>64</td>
<td>INSTALL PERMANENT PAINTED PAVEMENT MARKING - 18&quot; WHITE</td>
<td>LF</td>
<td>72</td>
<td>19.00</td>
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<td>65</td>
<td>INSTALL PERMANENT PAINTED PAVEMENT MARKING SYMBOL - TYPE &quot;ONLY&quot;, WHITE</td>
<td>EA</td>
<td>2</td>
<td>50.00</td>
<td>100.00</td>
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### CONTRACTOR:  Chas. Vrana & Son Construction Co.

<table>
<thead>
<tr>
<th>#</th>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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<tr>
<td>66</td>
<td>INSTALL PERMANENT PAINTED PAVEMENT MARKING SYMBOL - TYPE DIRECTIONAL LEFT ARROW, WHITE</td>
<td>EA</td>
<td>9</td>
<td>50.00</td>
<td>450.00</td>
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<tr>
<td>67</td>
<td>INSTALL TRAFFIC SIGNS &amp; POSTS, SIGNS PROVIDED BY CONTRACTOR</td>
<td>LS</td>
<td>1</td>
<td>4,100.00</td>
<td>4,100.00</td>
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<td>68</td>
<td>FURNISH CHANGEABLE MESSAGE SIGN</td>
<td>DAY</td>
<td>24</td>
<td>54.00</td>
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<td>69</td>
<td>PROVIDE TEMPORARY TRAFFIC CONTROL</td>
<td>LS</td>
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<td>10,000.00</td>
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<td>70</td>
<td>REMOVE AND REINSTALL MAILBOX POST</td>
<td>EA</td>
<td>1</td>
<td>190.00</td>
<td>190.00</td>
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<tr>
<td>71</td>
<td>INSTALL TEMPORARY MAILBOX POST</td>
<td>EA</td>
<td>1</td>
<td>200.00</td>
<td>200.00</td>
</tr>
<tr>
<td>72</td>
<td>RENTAL OF LOADER, FULLY OPERATED</td>
<td>HOUR</td>
<td>10</td>
<td>125.00</td>
<td>1,250.00</td>
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<tr>
<td>73</td>
<td>RENTAL OF BACKHOE, FULLY OPERATED</td>
<td>HOUR</td>
<td>10</td>
<td>140.00</td>
<td>1,400.00</td>
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<tr>
<td>74</td>
<td>RENTAL OF DUMP TRUCK, FULLY OPERATED</td>
<td>HOUR</td>
<td>10</td>
<td>100.00</td>
<td>1,000.00</td>
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<tr>
<td>75</td>
<td>RENTAL OF SKID LOADER, FULLY OPERATED</td>
<td>HOUR</td>
<td>10</td>
<td>125.00</td>
<td>1,250.00</td>
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<tr>
<td>76</td>
<td>RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED</td>
<td>HOUR</td>
<td>10</td>
<td>150.00</td>
<td>1,500.00</td>
</tr>
</tbody>
</table>

**GRAND TOTAL:** $1,594,510.90

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

**CONTRACTOR START DATE:**

If notified of acceptance of this proposal and Contract award within sixty (60) days after date stated for receipt of bids, the undersigned agrees to execute a Contract, provide insurance certificates and performance bonds for the above named work and the above stated consideration in the form required within ten (10) days of such proposal acceptance notification; to commence the work within five (5) days of the Contractor’s Notice to Proceed. **Substantial Completion must be on or before Monday, October 17, 2016 to avoid accrual of liquidated damages.** Final Completion shall be complete within thirty (30) calendar days of Substantial Completion.

Total base bid shall be the basis for establishing the amount of the Performance Bond in this Contract. The Total Base Bid is based on the quantities shown in the Proposal Form and on the dimensions shown in the Plans where specific quantities are not itemized, and is subject to additions or reductions according to the actual construction quantities as determined by the Engineer. Any such change orders shall be made by and become a part of the Engineers Certified Progress Statement(s) of work in progress as well as final completed construction (Project Completion Report(s)).

The undersigned has carefully checked the bid blank quantities against the Plans and Specifications before preparing this Proposal and accepts the said quantities and amounts, as correctly listing the complete work to be done in accordance with the Plans and Specifications.
CONTRACTOR: Chas. Vrana & Son Construction Co.

The County Board reserves the right to waive informalities and irregularities and to award bids which furnish the material and construction that, in their opinion, will serve in the best interest of the County or to reject any/or all bids.

The undersigned also agrees that the time of commencement, rate of progress and time of completion of the work of the Contract are ESSENTIAL CONDITIONS of the Contract and that the Owner may retain a sum of one thousand five hundred dollars ($1500.00) per calendar day from the sum due under the Contract for each calendar day that the Contract remains substantially uncompleted after Monday, October 17, 2016.

Company Information:

Years in business: 107

# of employees: 65

Total sales last 3 years: 100m

References:

Company Name: Nebraska Department of Roads
Address: 4425 So. 108th Street, Omaha, NE 68137
Contact Name: Tim Weander Phone Number: 402-595-2534
Fax Number: 402-595-1720 Date of Purchase:

Company Name: City of Omaha Public Works
Address: 1819 Farnam Street, Omaha, NE 68183
Contact Name: Troy Staroscik Phone Number: 402-444-5220
Fax Number: 402-444-5248 Date of Purchase:

Company Name: HGM Associates
Address: 640 5th Street, Council Bluffs, IA 51501
Contact Name: Terry Smith Phone Number: 712-323-0530
Fax Number: 712-323-0779 Date of Purchase:
CONTRACTOR: Chas. Vrana & Son Construction Co.

Construction successfully completed within the past five (5) years similar in size, scope, and difficulty of construction to the work bid upon.

<table>
<thead>
<tr>
<th>Name of Owner</th>
<th>Name of Project</th>
<th>Amount of Contract</th>
<th># of Contract Days Allowed</th>
<th>Actual # of Days to Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Sarpy County</td>
<td>114th &amp; Cornhusker Rd</td>
<td>2.9m</td>
<td>411 Calendar Days</td>
<td>405 Calendar Days</td>
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<tr>
<td>2 Douglas County</td>
<td>204th &amp; Harrison St.</td>
<td>1.5m</td>
<td>190 Calendar Days</td>
<td>160 Calendar Days</td>
</tr>
<tr>
<td>3 City of Omaha</td>
<td>84th &amp; W. Center Rd.</td>
<td>1.5m</td>
<td>165 Calendar Days</td>
<td>155 Calendar Days</td>
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<tr>
<td>4 City of Council Bluffs</td>
<td>So. 24th Street</td>
<td>2.4m</td>
<td>120 Working Days</td>
<td>115 Working Days</td>
</tr>
<tr>
<td>5 Iowa Western</td>
<td>Iowa Western Blvd.</td>
<td>1.5m</td>
<td>90 Calendar Days</td>
<td>85 Calendar Days</td>
</tr>
</tbody>
</table>

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

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

Addendum #1 5/2/16
Addendum #2

Chas. Vrana & Son Construction Co.
Company Name

Authorized Signature

4816 "F" Street
Address

Omaha, NE 68117
City, State & Zip

Troy W. Perry
Company Representative (Please print)

402-733-5200
Telephone Number

402-733-5203
Fax Number

tperry@vrana.com
E-Mail Address

*NOTE: Sarpy County is tax exempt and will provide the proper form upon request*
KNOW ALL MEN BY THESE PRESENTS, that we Chas. Vrana & Son Construction Co., 4816 F Street, Omaha, NE 68117 as Principal, hereinafter called the Principal, and

Universal Surety Company, 601 S. 12th Street, Lincoln, NE 68508, a corporation duly organized under the laws of the State of Nebraska as Surety, hereinafter called the Surety, are held and firmly bound unto

Sarpy County Treasurer, 1210 Golden Gate Drive, Papillion, NE 68046 as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Bid (5%) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Schram Rd. – 150th St. to 156th St. Project C-77 (17-5)

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

Signed and sealed this 10th day of May, 2016.

Chas. Vrana & Son Construction Company

(Principal) (Seal)

By:

(Title)

Universal Surety Company

(Surety) (Seal)

By:

(Bethany Lam, Attorney-in-Fact)
UNIVERSAL SURETY COMPANY
Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the UNIVERSAL SURETY COMPANY, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

John Hruska or Arnold H. Joffe or Mark Leslie Stokes, Omaha, Nebraska
or B. Lam, Papillion, Nebraska or Christi R. Buus, Pacific Junction, Iowa

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:

Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the UNIVERSAL SURETY COMPANY, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, UNIVERSAL SURETY COMPANY has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 5th day of June, 2015.

By

[Signature]

Secretary/Treasurer

State of Nebraska

County of

[Signature]

State and Seal

On this 5th day of June, 2015, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the UNIVERSAL SURETY COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

[Signature]

Secretary/Treasurer


Notary Public

I, Cheryl A. Brown, Assistant Secretary of UNIVERSAL SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNIVERSAL SURETY COMPANY, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 10th day of May, 2016.

[Signature]

Assistant Secretary
CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in DUPLICATE by and between Sarpy County, Nebraska hereinafter called County, and Chas. Vrana & Son Construction Co. hereinafter called Contractor.

In consideration of the following mutual agreements and covenants, it is understood and agreed by the parties hereto that:

1. The Contractor does hereby agree to undertake and construct Sarpy County Project Schram Road, 150th Street to 156th Street, Project C-77 (17-05)
   Also referred to hereinafter as work, in accordance with terms and provisions hereof and subject to the quality provisions in the accepted Proposal of Contractor for the sum of One Million Five Hundred Ninety Four Thousand Five Hundred Ten Dollars and Ninety Cents ($1,594,510.90) 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, 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., 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 any or account of any injuries or damages received or sustained by any party or parties by or from the acts or omissions of the said Contractor or its servants, agents, representatives and subcontractors, in doing the work herein contracted for or by or in consequence of any negligence in guarding the same or any improper material used in its construction or by or on account of any act or omission of said Contractor or its servants, agents, representatives and subcontractor or its servants, agents, representatives and subcontractors arising out of any manner connected with the performance of this Contract, and also from all claims or damage for infringement of any patent in fulfilling this Contract.

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

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

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

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
9. Insurance Requirements

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

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

a. Worker’s Compensation and Employers Liability Insurance

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

b. Commercial General Liability Insurance

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

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

c. Automobile Liability Insurance

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

d. Certificate of Insurance

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

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

e. **Property Insurance**

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

f. **Insurance Company**

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

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

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

11. The Contractor shall not, in performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age or political or religious options or affiliations in violation of federal or state laws or local ordinances and further the Contractor shall comply with Sarpy County ordinances pertaining to civil rights and human relations.
12. The Contractor shall procure a policy or policies of insurance which shall guarantee payment of compensation according to the Workmen's Compensation Laws of Nebraska for all workmen injured in the scope of employment; and further agrees to keep said policy or policies in full force by the Contractor throughout the term of this Contract. Certificates of insurance or copies of policies if required by any department of the County, shall be filed by the Contractor with Sarpy County.

13. Except as may otherwise be required by applicable law payment of any balance due to the Contractor under this Contract shall be made by the County to the Contractor upon completion of the Contractor's work and obligations in accordance with the Contract, upon acceptance thereof by the County, and upon submission of certificate by the Contractor in accordance to above. No payment by the County shall in any way constitute any waiver of any rights of Sarpy County.

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

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

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

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

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

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

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

21. Contractor expressly guarantees all work and materials as described herein.
This Contract cannot be amended except by written agreement of both parties. Notice to the Parties shall be given in writing to the agents of each party named below:

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

Contractor: Mr. Troy Perry
Chas. Vrana & Son Construction
4816 F Street
Omaha, NE 68117

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this 17th day of May, 2016.

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

CONTRACTOR: Chas. Vrana & Son Construction Co.

SECRETARY/WITNESS
Troy W. Perry

President:
Charles H. Vrana