

Agenda Item # 24c

Date 3/23/22

906 South 26th Street | Lincoln, NE 68510 | Phone: 402.483.5466 | Fax: 402.483.1722 | www.speecelewis.com

March 17, 2022

 **COPY**

Mr. Scott Huppert
Dodge County Highway Superintendent
435 N Park Room 204
Fremont NE 68025

RE: County Road T
Dodge County, Nebraska

Dear Mr. Huppert:

Enclosed you will find three (3) copies of the contract for the above referenced project.

The Contractor, Cedar Valley Paving LLC has signed all copies and provided us with their Performance Bond, Payment Bond, and Certificate of Insurance.

Please have these contracts signed by the Chairperson of the Dodge County Board of Supervisors at your earliest opportunity. Once approved, keep one (1) copy for your records and return the remaining two (2) copies to our office for distribution and the project file.

If you should have any further questions, please contact our office.

Respectfully Submitting,

SPEECE LEWIS ENGINEERS, INC.



Tim Farmer, P.E.
President

Enc.

2022 MAR 18 PM 3:19
RECEIVED
Dodge Co Highway Dept

DIVISION 6
CONTRACT

This agreement made and entered into in triplicate, this 9th day of March, 2022, by and between Dodge County, Nebraska, acting through its authorized Board of County Supervisors, party of the first part and hereinafter called the owner or the County, and Cedar Valley Paving LLC, authorizing agent, party of the second part and hereinafter called the Contractor.

The Contractor did, on the 28th day of February, 2022, submit a proposal for grading, paving in Dodge County and other work incidental thereto as shown on Plans and Specifications entitled "Bid Documents and Specifications for County Road T and Yager Road Project, in Dodge County, Nebraska" and previously filed with the County Clerk, a copy of which proposal is hereto attached and made a part hereof. The amount of the proposal was \$894,332.90 and such amount is the amount of this contract with no additions or deletions except by written change order from the Engineer, and if any such change orders are written, they shall be at the unit prices outlined in the proposal or as negotiated with the Owner in writing.

In consideration of the following mutual agreements and covenants to be kept by each party, the Contractor agrees to furnish all work in accordance with said Plans and Specifications. The Owner agrees to pay the Contractor in accordance with the provisions of said specifications and the accepted proposal.

It is mutually agreed by each party hereto that all provisions of said Plans and Specifications shall be strictly complied with and conformed to the same as if rewritten herein, and that no substitution or change in said Plans and Specifications shall be made except upon written consent of the Owner's Engineer, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said Plans and Specifications.

This Contract is let subject to the following conditions:

R.O.W. acquisition and all permits received if required.

In witness thereof, we the contracting parties by our agents hereto affix our signatures and seals.

Signed and sealed this _____ day of _____, 2022 at _____.

CEDAR VALLEY PAVING LLC
Contractor Company Name
By [Signature]

BOARD OF COUNTY SUPERVISORS
DODGE COUNTY
By _____
Chairperson

Witness:
[Signature]

County Clerk

03/15/22
Date

Date

Bond No. 190047000

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Cedar Valley Paving, LLC
2637 Wagner Road
Waterloo, IA 50703

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices
175 Berkeley Street
Boston, MA 02116

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.

OWNER:
(Name, legal status and address)
Dodge County, Nebraska
435 N Park Ave.
Fremont, NE 68025

CONSTRUCTION CONTRACT
Date: March 09, 2022

Amount: \$ 894,332.90 (Eight Hundred Ninety-four Thousand Three Hundred Thirty-two And 90/100)

Description: County Road T and Yager Road Project, Dodge County, NE
(Name and location)

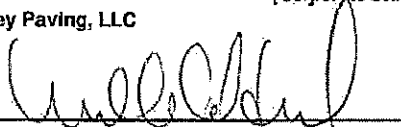
BOND
Date: March 14, 2022

(Not earlier than Construction Contract Date)

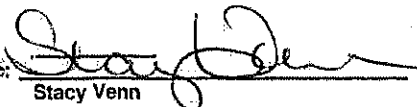
Amount: \$ 894,332.90 (Eight Hundred Ninety-four Thousand Three Hundred Thirty-two And 90/100)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: Cedar Valley Paving, LLC *(Corporate Seal)*

Signature: 
Name: William C. Calderwood
and Title: Sr. Vice President

SURETY
Company: Liberty Mutual Insurance Company *(Corporate Seal)*

Signature: 
Name: Stacy Venn
and Title: Attorney-in-Fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Holmes, Murphy and Associates, LLC
2727 Grand Prairie Parkway
Waukee, IA 50263
(515) 223-6800

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Speece Lewis Engineers, Inc.
906 South 26th Street
Lincoln, NE 68510

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Bond No. 190047000

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Cedar Valley Paving, LLC
2637 Wagner Road
Waterloo, IA 50703

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices
175 Berkeley Street
Boston, MA 02116

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.

OWNER:

(Name, legal status and address)

Dodge County, Nebraska
435 N Park Ave.
Fremont, NE 68025

CONSTRUCTION CONTRACT

Date: March 09, 2022

Amount: \$ 894,332.90 (Eight Hundred Ninety-four Thousand Three Hundred Thirty-two And 90/100)

Description: County Road T and Yager Road Project, Dodge County, NE
(Name and location)

BOND

Date: March 14, 2022

(Not earlier than Construction Contract Date)

Amount: \$ 894,332.90 (Eight Hundred Ninety-four Thousand Three Hundred Thirty-two And 90/100)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Cedar Valley Paving, LLC

Signature: 

Name: William C. Calderwood
and Title: Sr. Vice President

SURETY

Company: *(Corporate Seal)*

Liberty Mutual Insurance Company

Signature: 

Name: Stacy Venn
and Title: Attorney-in-Fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Holmes, Murphy and Associates, LLC
2727 Grand Prairie Parkway
Waukee, IA 50263
(515) 223-6800

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Speece Lewis Engineers, Inc.
906 South 26th Street
Lincoln, NE 68510

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205943-190056

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the 'Companies'), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arnie Crowner, Brian M. Deimerly, Cindy Bennett, Craig E. Hansen, Dionne R. Young, Jay D. Freiermuth, Seth D. Rooker, Stacie Christensen, Stacy Venn, Tim McCullough

all of the city of Waukeee state of IA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of July, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY

On this 13th day of July, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following Bylaws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of March, 2022.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BID TABULATION

Project Name: COUNTY ROAD T & YAGER ROAD PROJECT
 Owner(s): DODGE COUNTY, NEBRASKA
 Project No.: NA
 Structure No.: NA
 Letting Date: MONDAY, FEBRUARY 28, 2022 @ 11:00AM CST

				Contractor 1: Cedar Valley Paving LLC		Contractor 2: Sawyer Construction		Contractor 3: J & R Concrete & Construction		Contractor 4: Graham Construction		Contractor 5: Koss Construction Company		Contractor 6: K2 Construction		Contractor 7: M.E. Collins Contracting Co.	
Item No.	Item	Unit	Plan Quantity	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
GROUP 1 - GRADING ITEMS																	
1-1	Site Preparation, per Lump Sum	LS	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$4,800.00	\$4,800.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$50,000.00	\$50,000.00	\$27,313.00	\$27,313.00
1-2	Excavation (Established Quantity), per Cubic Yard	CY	2,859.00	\$8.00	\$22,872.00	\$8.00	\$22,872.00	\$7.78	\$22,157.25	\$10.00	\$28,590.00	\$8.00	\$22,872.00	\$19.80	\$56,808.20	\$21.00	\$60,036.00
1-3	Crushed Rock Surface Course, per Ton	TONS	65.00	\$45.00	\$2,925.00	\$45.00	\$2,925.00	\$66.00	\$4,290.00	\$45.00	\$2,925.00	\$45.00	\$2,925.00	\$56.00	\$3,640.00	\$62.00	\$4,030.00
1-4	Water, Applied, per Mega Gallon	M GAL	17.00	\$30.00	\$510.00	\$30.00	\$510.00	\$15.00	\$255.00	\$45.00	\$765.00	\$30.00	\$510.00	\$70.00	\$1,190.00	\$32.00	\$544.00
1-5	Covercrop Seeding, per Acre	ACRE	1.00	\$350.00	\$350.00	\$350.00	\$350.00	\$200.00	\$200.00	\$445.00	\$445.00	\$350.00	\$350.00	\$400.00	\$400.00	\$400.00	\$400.00
1-6	Temporary Silt Fence, per Linear Foot	LF	1,400.00	\$3.95	\$5,530.00	\$3.00	\$4,200.00	\$3.00	\$4,200.00	\$3.25	\$4,550.00	\$3.00	\$4,200.00	\$3.15	\$4,410.00	\$4.00	\$5,600.00
1-7	Silt Check, Type Wattle, per Linear Foot	LF	5,500.00	\$3.10	\$17,050.00	\$4.75	\$26,125.00	\$4.50	\$24,750.00	\$3.50	\$19,250.00	\$4.75	\$26,125.00	\$3.00	\$16,500.00	\$3.60	\$19,800.00
1-8	Erosion Control, Class 1D, per Square Yard	SY	11,350.00	\$1.45	\$16,457.50	\$2.25	\$25,537.50	\$2.00	\$22,700.00	\$1.50	\$17,025.00	\$2.25	\$25,537.50	\$2.70	\$30,845.00	\$3.50	\$39,725.00
1-9	24" Driveway Culvert Pipe, Type 2,3,4,5,6,7 or 8, per Linear Foot	LF	80.00	\$80.00	\$6,400.00	\$80.00	\$6,400.00	\$73.00	\$5,840.00	\$110.00	\$8,800.00	\$80.00	\$6,400.00	\$87.00	\$6,960.00	\$91.00	\$7,280.00
1-10	54" Driveway Culvert Pipe, Type 2, per Linear Foot	LF	64.00	\$250.00	\$16,000.00	\$250.00	\$16,000.00	\$226.00	\$14,400.00	\$303.00	\$19,392.00	\$250.00	\$16,000.00	\$392.00	\$25,088.00	\$311.00	\$19,804.00
1-11	80" Driveway Culvert Pipe, Type 2, per Linear Foot	LF	64.00	\$310.00	\$19,840.00	\$310.00	\$19,840.00	\$268.00	\$17,216.00	\$353.00	\$22,592.00	\$310.00	\$19,840.00	\$460.00	\$29,440.00	\$401.00	\$25,664.00
1-12	72" Driveway Culvert Pipe, Type 2, per Linear Foot	LF	64.00	\$450.00	\$28,800.00	\$450.00	\$28,800.00	\$380.00	\$24,320.00	\$466.00	\$29,824.00	\$450.00	\$28,800.00	\$635.00	\$40,640.00	\$578.00	\$36,992.00
1-13	Remove Asphalt Surface, per Square Yard	SY	6,692.00	\$5.85	\$39,148.20	\$5.85	\$39,148.20	\$7.75	\$51,863.00	\$5.00	\$40,152.00	\$5.85	\$39,148.20	\$11.50	\$78,958.00	\$13.00	\$86,996.00
1-14	Remove Driveway Surface, per Square Yard	SY	73.00	\$9.00	\$657.00	\$9.00	\$657.00	\$7.75	\$566.75	\$6.00	\$438.00	\$9.00	\$657.00	\$11.50	\$839.50	\$21.00	\$1,533.00
1-15	Mobilization, per Lump Sum	LS	1.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$13,830.00	\$13,830.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$26,536.00	\$26,536.00
TOTAL					\$180,269.70		\$213,364.70		\$211,387.00		\$229,748.00		\$203,364.70		\$388,318.70		\$362,358.80

Item No.	Item	Unit	Plan Quantity	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
GROUP 3 - PAVING ITEMS																	
3-1	9" Class 47B-3500 Doweled Concrete Pavement, per Square Yard	SY	7,036.00	\$52.45	\$369,109.56	\$64.00	\$450,304.00	\$71.80	\$503,777.60	\$66.50	\$467,894.00	\$81.00	\$569,276.00	\$85.00	\$600,096.00	\$94.00	\$661,384.00
3-2	4" Foundation Course, per Square Yard	SY	7,036.00	\$8.50	\$59,806.00	\$8.50	\$59,806.00	\$7.50	\$52,770.00	\$7.00	\$49,252.00	\$8.50	\$59,806.00	\$8.60	\$60,608.60	\$16.00	\$112,576.00
3-3	Subgrade Preparation, per Square Yard	SY	7,036.00	\$3.00	\$21,108.00	\$3.00	\$21,108.00	\$3.33	\$23,428.88	\$4.50	\$31,662.00	\$3.00	\$21,108.00	\$6.25	\$43,975.00	\$7.00	\$49,252.00
3-4	Earth Shoulder Construction, per Station	STA	62.696	\$360.00	\$22,569.60	\$360.00	\$22,569.60	\$436.50	\$27,369.66	\$160.00	\$10,032.00	\$360.00	\$22,569.60	\$305.00	\$19,042.70	\$420.00	\$26,332.80
3-5	Preparation of Intersections and Driveways, per Square Yard	SY	1,955.00	\$3.00	\$5,865.00	\$3.00	\$5,865.00	\$12.15	\$23,732.25	\$4.50	\$8,801.25	\$3.00	\$5,865.00	\$6.50	\$12,765.75	\$13.00	\$25,365.00
3-6	Water, per Mega Gallon	M GAL	34.00	\$30.00	\$1,020.00	\$30.00	\$1,020.00	\$15.00	\$510.00	\$45.00	\$1,530.00	\$30.00	\$1,020.00	\$65.00	\$2,210.00	\$32.00	\$1,088.00
3-7	9" Class 47B-3500 Concrete Driveway, per Square Yard	SY	447.00	\$145.00	\$64,615.00	\$62.00	\$27,714.00	\$53.00	\$23,691.00	\$58.00	\$25,926.00	\$120.00	\$53,640.00	\$85.00	\$37,995.00	\$88.00	\$39,783.00
3-8	6" Class 47B-3500 Concrete Driveway, per Square Yard	SY	292.00	\$135.00	\$39,420.00	\$51.00	\$14,892.00	\$49.50	\$14,454.00	\$54.00	\$15,768.00	\$88.00	\$25,896.00	\$75.00	\$21,900.00	\$71.00	\$20,732.00
3-9	Concrete for Headers, Class 47B-3500, per Cubic Yard	CY	3.00	\$450.00	\$1,350.00	\$425.00	\$1,275.00	\$120.00	\$360.00	\$190.00	\$570.00	\$839.02	\$2,517.06	\$550.00	\$1,650.00	\$904.00	\$2,712.00
3-10	Special Surface Course for Mailbox Turnouts, per Square Yard	SY	69.00	\$50.00	\$3,450.00	\$50.00	\$3,450.00	\$14.00	\$966.00	\$70.00	\$4,830.00	\$50.00	\$3,450.00	\$90.00	\$6,210.00	\$98.00	\$6,762.00
3-11	Mailbox Support Post, per Each	EACH	5.00	\$300.00	\$1,500.00	\$300.00	\$1,500.00	\$285.00	\$1,425.00	\$325.00	\$1,625.00	\$300.00	\$1,500.00	\$295.00	\$1,475.00	\$347.00	\$1,735.00
3-12	Permanent Pavement Marking, per Linear Foot	LF	10,520.00	\$0.40	\$4,208.00	\$0.55	\$5,786.00	\$0.40	\$4,208.00	\$0.50	\$5,260.00	\$0.40	\$4,208.00	\$0.50	\$5,260.00	\$0.50	\$5,260.00
3-13	Mobilization, per Lump Sum	LS	1.00	\$70,800.00	\$70,800.00	\$80,000.00	\$80,000.00	\$26,917.00	\$26,917.00	\$66,647.00	\$66,647.00	\$89,600.00	\$89,600.00	\$50,000.00	\$50,000.00	\$52,525.00	\$52,525.00
TOTAL					\$661,953.20		\$641,775.84		\$699,862.39		\$687,631.35		\$927,741.70		\$885,140.80		\$1,001,635.58

BID TABULATION

Project Name: COUNTY ROAD T & YAGER ROAD PROJECT
 Owner(s): DODGE COUNTY, NEBRASKA
 Project No.: NA
 Structure No.: NA
 Letting Date: MONDAY, FEBRUARY 28, 2022 @ 11:00AM CST

				Contractor 1: Cedar Valley Paving LLC		Contractor 2: Sawyer Construction		Contractor 3: J & R Concrete & Construction		Contractor 4: Graham Construction		Contractor 5: Koss Construction Company		Contractor 6: K2 Construction		Contractor 7: M.E. Collins Contracting Co.	
Item No.	Item	Unit	Plan Quantity	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
4-1	Excavation for Pipe, Pipe Arch Culverts, and Headwalls, per Cubic Yard	CY	132.00	\$10.00	\$1,320.00	\$10.00	\$1,320.00	\$21.25	\$2,805.00	\$10.00	\$1,320.00	\$10.00	\$1,320.00	\$47.00	\$6,204.00	\$25.00	\$3,300.00
4-2	Remove Culvert Pipe and Salvage, per Linear Foot	LF	95.00	\$35.00	\$3,360.00	\$35.00	\$3,360.00	\$7.50	\$720.00	\$25.00	\$2,400.00	\$35.00	\$3,360.00	\$65.00	\$6,240.00	\$21.00	\$2,016.00
4-3	24" Culvert Pipe, Type 2, per Linear Foot	LF	61.00	\$80.00	\$4,880.00	\$80.00	\$4,880.00	\$73.00	\$4,453.00	\$115.00	\$7,015.00	\$80.00	\$4,880.00	\$87.00	\$5,307.00	\$81.00	\$4,941.00
4-4	24" Concrete Flared End Section, per Each	EACH	2.00	\$1,100.00	\$2,200.00	\$1,100.00	\$2,200.00	\$982.00	\$1,964.00	\$1,850.00	\$3,700.00	\$1,100.00	\$2,200.00	\$1,450.00	\$2,900.00	\$1,601.00	\$3,202.00
4-5	60" Culvert Pipe, Type 2, per Linear Foot	LF	48.00	\$310.00	\$14,880.00	\$310.00	\$14,880.00	\$269.00	\$12,912.00	\$360.00	\$17,280.00	\$310.00	\$14,880.00	\$460.00	\$22,080.00	\$431.00	\$20,688.00
4-6	60" Concrete Flared End Section, per Each	EACH	2.00	\$4,100.00	\$8,200.00	\$4,100.00	\$8,200.00	\$3,079.00	\$6,158.00	\$5,053.00	\$10,106.00	\$4,100.00	\$8,200.00	\$4,600.00	\$9,200.00	\$5,812.00	\$11,624.00
4-7	Mobilization, per Lump Sum	LS	1.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,250.00	\$2,250.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$5,042.00	\$5,042.00
TOTAL				\$36,840.00		\$36,840.00		\$31,262.00		\$45,821.00		\$36,840.00		\$52,931.00		\$50,813.00	

				Contractor 1: Cedar Valley Paving LLC		Contractor 2: Sawyer Construction		Contractor 3: J & R Concrete & Construction		Contractor 4: Graham Construction		Contractor 5: Koss Construction Company		Contractor 6: K2 Construction		Contractor 7: M.E. Collins Contracting Co.	
Item No.	Item	Unit	Plan Quantity	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
10-1	Rental of Loader, Fully Operated, per Hour	HOUR	10.00	\$150.00	\$1,500.00	\$150.00	\$1,500.00	\$125.00	\$1,250.00	\$130.00	\$1,300.00	\$150.00	\$1,500.00	\$130.00	\$1,300.00	\$167.00	\$1,670.00
10-2	Rental of Dump Truck, Fully Operated, per Hour	HOUR	10.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$110.00	\$1,100.00	\$110.00	\$1,100.00	\$100.00	\$1,000.00	\$110.00	\$1,100.00	\$177.00	\$1,770.00
10-3	Rental of Skid Loader, Fully Operated, per Hour	HOUR	10.00	\$125.00	\$1,250.00	\$125.00	\$1,250.00	\$95.00	\$950.00	\$105.00	\$1,050.00	\$125.00	\$1,250.00	\$75.00	\$750.00	\$146.00	\$1,460.00
10-4	Rental of Crawler Mounted Hydraulic Excavator, Fully Operated, per Hour	HOUR	10.00	\$150.00	\$1,500.00	\$150.00	\$1,500.00	\$145.00	\$1,450.00	\$165.00	\$1,650.00	\$150.00	\$1,500.00	\$135.00	\$1,350.00	\$188.00	\$1,880.00
TOTAL				\$5,250.00		\$5,250.00		\$4,750.00		\$5,100.00		\$5,250.00		\$4,500.00		\$6,780.00	

TOTAL BID FOR PROJECT				\$894,332.90		\$897,230.34		\$947,261.39		\$968,500.35		\$1,173,196.40		\$1,290,890.50		\$1,421,785.38	
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DIVISION 5

PROPOSAL FOR DODGE COUNTY, NEBRASKA
COUNTY ROAD T & YAGER ROAD PROJECT

Board of County Supervisors
Dodge County Courthouse
435 N Park
Fremont NE 68025

DODGE COUNTY, NEBRASKA

Dear Board Members:

The undersigned, having carefully examined the documents for grading and paving located on the County Road T and Yager Road Project located in Dodge County, Nebraska, and any other work that may be incidental thereto, hereby propose to furnish all labor, transportation, materials, and equipment required for the work at the following unit prices. It is understood that if we are awarded the Contract for this work, the Contract will be of the lump sum type subject to payment within 60 days from date of notice to the parties of work completed, and such lump sum will be computed by multiplying the quantities shown by the unit prices proposed. The unit prices, therefore, govern in the tabulation shown below:

COUNTY ROAD T & YAGER ROAD – DODGE COUNTY, NEBRASKA

GROUP 1 - GRADING ITEMS

ITEM NO.	APPROXIMATE QUANTITY		ITEM DESCRIPTION WITH UNITS	UNIT PRICE	AMOUNT
1-1	1.00	LS	Site Preparation, per Lump Sum	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
1-2	2,859.00	CY	Excavation (Established Quantity), per Cubic Yard	\$ <u>8.00</u>	\$ <u>22,872.00</u>
1-3	65.00	TONS	Crushed Rock Surface Course, per Ton	\$ <u>45.00</u>	\$ <u>2,925.00</u>
1-4	17.00	M GAL	Water, Applied, per Mega Gallon	\$ <u>30.00</u>	\$ <u>510.00</u>
1-5	1.00	ACRE	Covercrop Seeding, per Acre	\$ <u>500.00</u>	\$ <u>500.00</u>
1-6	1,400.00	LF	Temporary Silt Fence, per Linear Foot	\$ <u>2.95</u>	\$ <u>4,130.00</u>
1-7	5,500.00	LF	Silt Check, Type Wattle, per Linear Foot	\$ <u>3.10</u>	\$ <u>17,050.00</u>
1-8	11,350.00	SY	Erosion Control, Class 1D, per Square Yard	\$ <u>1.45</u>	\$ <u>16,457.50</u>
1-9	80.00	LF	24" Driveway Culvert Pipe, Type 2,3,4,5,6,7 or 8, per Linear Foot	\$ <u>80.00</u>	\$ <u>6,400.00</u>
1-10	64.00	LF	54" Driveway Culvert Pipe, Type 2, per Linear Foot	\$ <u>250.00</u>	\$ <u>16,000.00</u>
1-11	64.00	LF	60" Driveway Culvert Pipe, Type 2, per Linear Foot	\$ <u>310.00</u>	\$ <u>19,840.00</u>
1-12	64.00	LF	72" Driveway Culvert Pipe, Type 2, per Linear Foot	\$ <u>450.00</u>	\$ <u>28,800.00</u>
1-13	6,692.00	SY	Remove Asphalt Surface, per Square Yard	\$ <u>5.85</u>	\$ <u>39,148.20</u>
1-14	73.00	SY	Remove Driveway Surface, per Square Yard	\$ <u>9.00</u>	\$ <u>657.00</u>
1-15	1.00	LS	Mobilization, per Lump Sum	\$ <u>5,000</u>	\$ <u>5,000</u>
GROUP 1 – GRADING ITEMS TOTAL				\$ <u>190,289.70</u>	

GROUP 3 - PAVING ITEMS

ITEM No.	APPROXIMATE QUANTITY		ITEM DESCRIPTION WITH UNITS	UNIT PRICE	AMOUNT
3-1	7,036.00	SY	9" Class 47B-3500 Doweled Concrete Pavement, per Square Yard	\$ <u>52.46</u>	\$ <u>369,104.56</u>
3-2	7,036.00	SY	4" Foundation Course, per Square Yard	\$ <u>8.50</u>	\$ <u>59,806.00</u>
3-3	7,036.00	SY	Subgrade Preparation, per Square Yard	\$ <u>3.00</u>	\$ <u>21,108.00</u>
3-4	52.599	STA	Earth Shoulder Construction, per Station	\$ <u>360.00</u>	\$ <u>18,935.64</u>
3-5	1,995.00	SY	Preparation of Intersections and Driveways, per Square Yard	\$ <u>3.00</u>	\$ <u>5,985.00</u>
3-6	34.00	M GAL	Water, per Mega Gallon	\$ <u>30.00</u>	\$ <u>1,020.00</u>
3-7	447.00	SY	9" Class 47B-3500 Concrete Driveway, per Square Yard	\$ <u>146.00</u>	\$ <u>65,262.00</u>
3-8	292.00	SY	6" Class 47B-3500 Concrete Driveway, per Square Yard	\$ <u>135.00</u>	\$ <u>39,420.00</u>
3-9	3.00	CY	Concrete for Headers, Class 47B-3500, per Cubic Yard	\$ <u>450.00</u>	\$ <u>1,350.00</u>
3-10	69.00	SY	Special Surface Course for Mailbox Turnouts, per Square Yard	\$ <u>50.00</u>	\$ <u>3,450.00</u>
3-11	5.00	EACH	Mailbox Support Post, per Each	\$ <u>300.00</u>	\$ <u>1,500.00</u>
3-12	10,520.000	LF	Permanent Pavement Marking, per Linear Foot	\$ <u>0.40</u>	\$ <u>4,208.00</u>
3-13	1.00	LS	Mobilization, per Lump Sum	\$ <u>70,800.00</u>	\$ <u>70,800.00</u>
GROUP 3 - PAVING ITEMS TOTAL					\$ <u>661,953.20</u>

GROUP 4 - CULVERT ITEMS

ITEM No.	APPROXIMATE QUANTITY		ITEM DESCRIPTION WITH UNITS	UNIT PRICE	AMOUNT
4-1	132.00	CY	Excavation for Pipe, Pipe Arch Culverts, and Headwalls, per Cubic Yard	\$ <u>10.00</u>	\$ <u>1,320.00</u>
4-2	96.00	LF	Remove Culvert Pipe and Salvage, per Linear Foot	\$ <u>35.00</u>	\$ <u>3,360.00</u>
4-3	61.00	LF	24" Culvert Pipe, Type 2, per Linear Foot	\$ <u>80.00</u>	\$ <u>4,880.00</u>
4-4	2.00	EACH	24" Concrete Flared End Section, per Each	\$ <u>1,100.00</u>	\$ <u>2,200.00</u>
4-5	48.00	LF	60" Culvert Pipe, Type 2, per Linear Foot	\$ <u>310.00</u>	\$ <u>14,880.00</u>
4-6	2.00	EACH	60" Concrete Flared End Section, per Each	\$ <u>4,100.00</u>	\$ <u>8,200.00</u>
4-7	1.00	LS	Mobilization, per Lump Sum	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
GROUP 4 - CULVERT ITEMS TOTAL					\$ <u>36,840.00</u>

GROUP 10 - GENERAL ITEMS

<u>ITEM No.</u>	<u>APPROXIMATE QUANTITY</u>	<u>ITEM DESCRIPTION WITH UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
10-1	10.00	HOUR Rental of Loader, Fully Operated, per Hour	\$ <u>150.00</u>	\$ <u>1,500.00</u>
10-2	10.00	HOUR Rental of Dump Truck, Fully Operated, per Hour	\$ <u>100.00</u>	\$ <u>1,000.00</u>
10-3	10.00	HOUR Rental of Skid Loader, Fully Operated, per Hour	\$ <u>125.00</u>	\$ <u>1,250.00</u>
10-4	10.00	HOUR Rental of Crawler Mounted Hydraulic Excavator, Fully Operated, per Hour	\$ <u>150.00</u>	\$ <u>1,500.00</u>

GROUP 10 - GENERAL ITEMS TOTAL

\$ 5,750.00

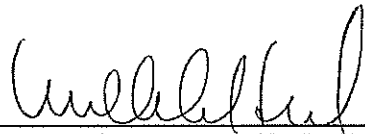
TOTAL PROJECT BID

\$ 894,332.90

Estimated date for beginning construction: 06/06/22 - 08/01/22

Estimated date for construction completion: 09/02/22 - 10/28/22

Acknowledgement Receipt of Addendum No. 1


William C. Calderwood Senior Vice President



If awarded the contract, the Contractor agrees to comply with the following requirements:

1. FAIR LABOR STANDARDS – Statement of Compliance
73-102, R.R.S. Neb., 1990, et.seq.

The party contracting with Dodge County for the award of this public works project shall file with Dodge County and acknowledges by execution of this agreement that it has filed with Dodge County a statement that it will comply with and continue to comply with, all fair labor standards in the pursuit of its business and has done so in the execution of this contract on which it is bidding. The party executing this contract with Dodge County further provides that in the execution of this contract all fair labor standards shall be maintained. The parties agree to comply with Section 73-102, R.R.S. Nebraska, 1990, et. seq.

2. PUBLIC CONSTRUCTION BOND REQUIRED FOR BENEFIT OF LABORERS, MECHANICS AND MATERIAL MEN
52-118, R.R.S. Neb., (1992 Cum. Supp) et. seq.

It is fully understood by both parties to this agreement that Dodge County will require a payment bond in all contracts in which the erecting, furnishing or repairing of any public building, highway or other public structure or improvement is taking place, to which the general provisions of the mechanics lien laws do not apply and when the mechanics and laborers have no lien to secure the payment of their wages and suppliers who furnish material and who lease equipment for such work have no lien to secure payment, therefore, it is hereby made a requirement that the contracting party, persons, firm or corporation to provide a bond, in a sum not less than the contract price, with a corporate surety company conditioned for the payment of all laborers and mechanics for labor that shall be performed under this contract. If this bond is not provided, this contract is null and void and said bond shall be filed and approved prior to the commencement of work. If any work is performed prior to making, filing, and approving of this bond, the County will incur no liability or expense for said work. This is provided according to Section 52-118, R.R.S. Nebraska (1992 Cum. Supp), et. seq. This labor and material payment bond referred to above shall not be required for any project bid or proposed by the County which has a total cost of \$5,000 or less unless a specific bond requirement is required in the specifications for the project.

3. UNEMPLOYMENT COMPENSATION CONTRIBUTIONS
48-657, R.R.S. Neb., 1988 (1993 Supp)

It shall be the responsibility of the contracting party, persons, firm, or corporation who has contracted with Dodge County pursuant to this agreement to pay to the Unemployment Compensation Fund of the State of Nebraska unemployment contributions and interest due under the Employment Security Law on wages paid to individuals employed in the performance of this contract. It is understood by both Dodge County and the contracting party that before final payment may be made on the final 3% of this contract, there must be received from the Contractor a written clearance from the State Labor Commissioner certifying that all payments then due of contributions or interest which may have arisen under this contract have been made by the Contractor or his or her Subcontractor to the Unemployment Compensation Fund. These contractual requirements are pursuant to Section 48-657, R.R.S. Nebraska, 1988 (1993 Supp).

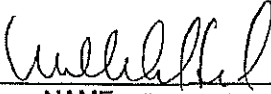
4. NON-DISCRIMINATION CLAUSE
48-1122, R.R.S. Neb., (1988)

The individual or firm receiving this contract and his or her Subcontractor hereby agree not to discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to hiring, tenure, terms, conditions, or privilege or employment because of race, color, religion, sex, disability, or national origin.

As evidence of good faith, we herewith submit Bid Bond for \$ 44,720.00 being five (5) percent of the total bid which shall become the property of Dodge County, Nebraska in the event an award is offered within thirty (30) days after the bid opening and the undersigned refuses to enter into a contract with Dodge County.

If awarded the Contract, the Contractor will furnish bond and certificates of insurance as outlined in the specifications.

Respectfully Submitted,

By  Senior Vice President
NAME William C. Calderwood TITLE

Cedar Valley Paving, LLC
COMPANY

2637 Wagner Road, Waterloo, IA 50703
ADDRESS

319-235-9537
TELEPHONE

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Cedar Valley Paving, LLC
2637 Wagner Road
Waterloo, IA 50703

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

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.

OWNER:

(Name, legal status and address)

County Treasurer of Dodge County, Nebraska
435 N Park Ave.
Fremont, NE 68025

BOND AMOUNT: \$ Five Percent (5%) of the Total Amount Bid

PROJECT:

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

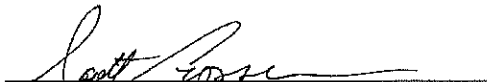
Roadway Grading and Paving, Dodge County, NE

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

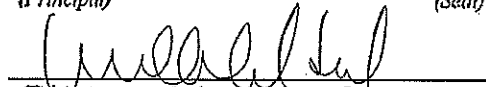
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of February 2022



(Witness)

Cedar Valley Paving, LLC
(Principal) _____ (Seal)

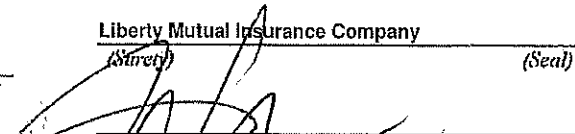


(Title) WILLIAM C. CHALGER WOOD SENIOR VICE PRESIDENT



(Witness)

Liberty Mutual Insurance Company
(Surety) _____ (Seal)



(Title) Anne Crowner, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205943-190056

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Crowner, Brian M. Deimerly, Cindy Bennett, Craig E. Hansen, Dione R. Young, Jay D. Freiermuth, Seth D. Rooker, Stacie Christensen, Stacy Verin, Tim McCulloh

all of the city of Waukeo state of IA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of July, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY

On this 13th day of July, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of February, 2022.



By: Renee C. Llewellyn, Assistant Secretary