

DIVISION 6
CONTRACT

This agreement, made and entered into in triplicate, this 25th day of March, 2020, 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 OMNI Engineering, authorizing agent, party of the second part and hereinafter called the Contractor.

The Contractor did, on the 23rd day of March, 2020, submit a proposal for construction of Big Island Road and County Road 18 Pavement Repair and other work incidental thereto as shown on Plans and Specifications entitled "Bid Documents and Specifications for Big Island Road and County Road 18 Pavement Repair 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 \$584,024.89 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 Plans and 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 7th day of April, 2020.

OMNI Engineering
Contractor Company Name

By [Signature]
AREA MANAGER

Witness: [Signature]

4/7/20
Date

BOARD OF COUNTY SUPERVISORS
DODGE COUNTY

By _____
Chairman

County Clerk

Date

BID TABULATION

Project Name: Big Island Road & County Road 18 Pavement Repair
County: Dodge County, Nebraska
Letting Date: Monday, March 23, 2020 at 11:00am CST

				Contractor 1: OMNI Engineering		Contractor 2: Sawyer Construction	
BIG ISLAND ROAD							
Item No.	Item	Unit	Plan Quantity	Unit Price	Bid Price	Unit Price	Bid Price
1-1	Asphaltic Concrete, Type SPR, per Ton	TONS	3,930.00	\$70.20	\$275,886.00	\$62.30	\$244,839.00
1-2	Rental of Motor Grader, Fully Operated, per Hour	HR	10.00	\$128.00	\$1,280.00	\$125.00	\$1,250.00
1-3	Rental of Dump Truck, Fully Operated, per Hour	HR	10.00	\$124.00	\$1,240.00	\$100.00	\$1,000.00
1-4	Rental of Loader, Fully Operated, per Hour	HR	10.00	\$113.00	\$1,130.00	\$125.00	\$1,250.00
1-5	Rental of Skid Loader, Fully Operated, per Hour	HR	10.00	\$83.70	\$837.00	\$100.00	\$1,000.00
1-6	Performance Graded Binder (64-34), per Ton	TONS	220.00	\$598.00	\$131,560.00	\$645.00	\$141,900.00
1-7	Tack Coat, per Gallon	GAL	2,360.00	\$2.60	\$6,136.00	\$2.95	\$6,962.00
1-8	Hydrated Lime for Asphalt Mixtures, per Each	EACH	3,930.00	\$2.25	\$8,842.50	\$2.00	\$7,860.00
1-9	Subgrade Preparation, per Square Yard	SY	11,801.00	\$3.45	\$40,713.45	\$2.95	\$34,812.95
1-10	Remove Asphalt Surface, per Square Yard	SY	9,766.00	\$2.40	\$23,438.40	\$6.75	\$65,920.50
1-11	Earth Shoulder Construction, per Station	STA	95.020	\$185.00	\$17,578.70	\$90.00	\$8,551.80
1-12	Erosion Control, Class 1D, per Square Yard	SY	4,115.00	\$1.85	\$7,612.75	\$3.00	\$12,345.00
1-13	Water, per Mega Gallon	M GAL	24.00	\$48.00	\$1,152.00	\$30.00	\$720.00
1-14	Permanent Pavement Marking Paint, per Linear Foot	LF	4,626.00	\$0.54	\$2,498.04	\$1.50	\$6,939.00
1-15	Site Preparation, per Lump Sum	LS	1.00	\$6,661.00	\$6,661.00	\$7,500.00	\$7,500.00
1-16	Mobilization, per Lump Sum	LS	1.00	\$10,348.00	\$10,348.00	\$20,000.00	\$20,000.00
BIG ISLAND ROAD - TOTAL				\$536,913.84		\$562,850.25	
COUNTY ROAD 18							
Item No.	Item	Unit	Plan Quantity	Unit Price	Bid Price	Unit Price	Bid Price
2-1	Asphaltic Concrete, Type SPR, per Ton	TONS	240.00	\$71.60	\$17,184.00	\$80.00	\$19,200.00
2-2	Rental of Motor Grader, Fully Operated, per Hour	HR	5.00	\$128.00	\$640.00	\$125.00	\$625.00
2-3	Rental of Dump Truck, Fully Operated, per Hour	HR	5.00	\$124.00	\$620.00	\$100.00	\$500.00
2-4	Rental of Loader, Fully Operated, per Hour	HR	5.00	\$113.00	\$565.00	\$125.00	\$625.00
2-5	Rental of Skid Loader, Fully Operated, per Hour	HR	5.00	\$83.70	\$418.50	\$100.00	\$500.00
2-6	Performance Graded Binder (64-34), per Ton	TONS	14.00	\$598.00	\$8,372.00	\$665.00	\$9,310.00
2-7	Tack Coat, per Gallon	GAL	144.00	\$2.60	\$374.40	\$3.00	\$432.00
2-8	Hydrated Lime for Asphalt Mixtures, per Each	EACH	240.00	\$2.35	\$564.00	\$2.50	\$600.00
2-9	Subgrade Preparation, per Square Yard	SY	360.00	\$3.45	\$1,242.00	\$10.00	\$3,600.00
2-10	Sawing Pavement, per Linear Foot	LF	317.00	\$3.60	\$1,141.20	\$6.00	\$1,902.00
2-11	Remove Asphalt Surface, per Square Yard	SY	214.00	\$8.05	\$1,722.70	\$13.50	\$2,889.00
2-12	Earth Shoulder Construction, per Station	STA	2.950	\$185.00	\$545.75	\$250.00	\$737.50
2-13	Erosion Control, Class 1D, per Square Yard	SY	200.00	\$3.00	\$600.00	\$3.00	\$600.00
2-14	Silt Check, Type Wattle, per Linear Foot	LF	300.00	\$4.95	\$1,485.00	\$3.00	\$900.00
2-15	Water, per Mega Gallon	M GAL	3.00	\$48.00	\$144.00	\$30.00	\$90.00
2-16	Permanent Pavement Marking Paint, per Linear Foot	LF	590.00	\$1.65	\$973.50	\$3.00	\$1,770.00
2-17	Site Preparation, per Lump Sum	LS	1.00	\$1,767.00	\$1,767.00	\$5,000.00	\$5,000.00
2-18	Mobilization, per Lump Sum	LS	1.00	\$8,752.00	\$8,752.00	\$5,000.00	\$5,000.00
COUNTY ROAD 18 - TOTAL				\$47,111.05		\$54,280.50	
TOTAL BID FOR PROJECT				\$584,024.89		\$617,130.75	

DIVISION 5

**PROPOSAL FOR DODGE COUNTY IN NEBRASKA
BIG ISLAND ROAD & COUNTY ROAD 18 PAVEMENT REPAIR**

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

FREMONT, NEBRASKA

Dear Board Members:

The undersigned, having carefully examined the documents for construction of Big Island Road and County Road 18 Pavement Repair 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 30 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:

BIG ISLAND ROAD					
ITEM NO.	APPROXIMATE QUANTITY		ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1-1	3,930.00	TONS	Asphaltic Concrete, Type SPR, per Ton	\$ 70.20	\$ 275886.00
1-2	10.00	HR	Rental of Motor Grader, Fully Operated, per Hour	\$ 128.00	\$ 1280.00
1-3	10.00	HR	Rental of Dump Truck, Fully Operated, per Hour	\$ 124.00	\$ 1240.00
1-4	10.00	HR	Rental of Loader, Fully Operated, per Hour	\$ 113.00	\$ 1130.00
1-5	10.00	HR	Rental of Skid Loader, Fully Operated, per Hour	\$ 83.70	\$ 837.00
1-6	220.00	TONS	Performance Graded Binder (64-34), per Ton	\$ 598.00	\$ 131560.00
1-7	2,360.00	GAL	Tack Coat, per Gallon	\$ 2.60	\$ 6136.00
1-8	3,930.00	EACH	Hydrated Lime for Asphalt Mixtures, per Each	\$ 2.25	\$ 8842.50
1-9	11,801.00	SY	Subgrade Preparation, per Square Yard	\$ 3.45	\$ 40713.45
1-10	9,766.00	SY	Remove Asphalt Surface, per Square Yard	\$ 2.40	\$ 23438.40
1-11	95.020	STA	Earth Shoulder Construction, per Station	\$ 185.00	\$ 17578.70
1-12	4,115.00	SY	Erosion Control, Class 1D, per Square Yard	\$ 1.85	\$ 7612.75
1-13	24.00	M GAL	Water, per Mega Gallon	\$ 48.00	\$ 1152.00

BIG ISLAND ROAD (cont.)

ITEM NO.	APPROXIMATE QUANTITY		ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1-14	4,626.00	LF	Permanent Pavement Marking Paint, per Linear Foot	\$ 0.54	\$ 2498.04
1-15	1.00	LS	Site Preparation, per Lump Sum	\$ 6661.00	\$ 6661.00
1-16	1.00	LS	Mobilization, per Lump Sum	\$ 10348.00	\$ 10348.00
TOTAL FOR BIG ISLAND ROAD				\$ 536,913.84	

COUNTY ROAD 18

ITEM NO.	APPROXIMATE QUANTITY		ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1-1	240.00	TONS	Asphaltic Concrete, Type SPR, per Ton	\$ 71.60	\$ 17184.00
1-2	5.00	HR	Rental of Motor Grader, Fully Operated, per Hour	\$ 128.00	\$ 640.00
1-3	5.00	HR	Rental of Dump Truck, Fully Operated, per Hour	\$ 124.00	\$ 620.00
1-4	5.00	HR	Rental of Loader, Fully Operated, per Hour	\$ 113.00	\$ 565.00
1-5	5.00	HR	Rental of Skid Loader, Fully Operated, per Hour	\$ 83.70	\$ 418.50
1-6	14.00	TONS	Performance Graded Binder (64-34), per Ton	\$ 598.00	\$ 8372.00
1-7	144.00	GAL	Tack Coat, per Gallon	\$ 2.60	\$ 374.40
1-8	240.00	EACH	Hydrated Lime for Asphalt Mixtures, per Each	\$ 2.35	\$ 564.00
1-9	360.00	SY	Subgrade Preparation, per Square Yard	\$ 3.45	\$ 1242.00
1-10	317.00	LF	Sawing Pavement, per Linear Foot	\$ 3.60	\$ 1141.20
1-11	214.00	SY	Remove Asphalt Surface, per Square Yard	\$ 8.05	\$ 1722.70
1-12	2.950	STA	Earth Shoulder Construction, per Station	\$ 185.00	\$ 545.75
1-13	200.00	SY	Erosion Control, Class 1D, per Square Yard	\$ 3.00	\$ 600.00
1-14	300.00	LF	Silt Check, Type Wattle, per Linear Foot	\$ 4.95	\$ 1485.00
1-15	3.00	M GAL	Water, per Mega Gallon	\$ 48.00	\$ 144.00
1-16	590.00	LF	Permanent Pavement Marking Paint, per Linear Foot	\$ 1.65	\$ 973.50

COUNTY ROAD 18 (cont.)

<u>ITEM NO.</u>	<u>APPROXIMATE QUANTITY</u>		<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1-17	1.00	LS	Site Preparation, per Lump Sum	\$ 1767.00	\$ 1767.00
1-18	1.00	LS	Mobilization, per Lump Sum	\$ 8752.00	\$ 8752.00
TOTAL FOR COUNTY ROAD 18				\$ 47,111.05	
TOTAL BID FOR PROJECT				\$ 584,024.89	

Estimated date for construction start:


On or before 8/2/20

Estimated date for construction completion:

On or before 10/15/20

As evidence of good faith, we herewith submit _____ a bid bond (see attached bond) _____ 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.

Respectfully submitted,

By  _____ Assistant Secretary
NAME TITLE

Oldcastle Materials Midwest Co. dba OMNI Engineering _____
COMPANY

14012 Giles Road; Omaha, Nebraska 68138 _____
ADDRESS

402-895-6666 _____
TELEPHONE

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

Bond Number: 9348141

CONTRACTOR:

(Name, legal status and address)

Oldcastle Materials Midwest Co. dba Omni Engineering
14012 Giles Road
Omaha, NE 68138

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056
State of Inc: Illinois

OWNER:

(Name, legal status and address)

Board of County Supervisors Dodge County, NE
435 North Park
Fremont, NE 68025

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

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

CONSTRUCTION CONTRACT

Date: March 25, 2020

Amount: \$584,024.89

Description: (Name and location)

Big Island Road and County Road 18 Pavement Repair Project

BOND

Date: April 3, 2020

(Not earlier than Construction Contract Date)

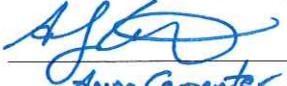
Amount: \$584,024.89

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Oldcastle Materials Midwest Co. dba Omni Engineering

Signature: 

Name

And Title:

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

Aray Carpenter
AREA MANAGER

SURETY

Company:

(Corporate Seal)

Fidelity and Deposit Company of Maryland

Signature: 

Name

And Title:

Tina Davis, Attorney in Fact

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

Marsh

Marsh USA Inc.
15 W South Temple Ste 700
Salt Lake City, UT 84101
801-533-3624

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

Bond Number: 9348141

CONTRACTOR:

(Name, legal status and address)

Oldcastle Materials Midwest Co. dba Omni Engineering
14012 Giles Road
Omaha, NE 68138

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056
State of Inc: Illinois

OWNER:

(Name, legal status and address)

Board of County Supervisors Dodge County, NE
435 North Park
Fremont, NE 68025

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

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

CONSTRUCTION CONTRACT

Date: March 25, 2020

Amount: \$584,024.89

Description: (Name and location)

Big Island Road and County Road 18 Pavement Repair Project

BOND

Date: April 3, 2020

(Not earlier than Construction Contract Date)


Amount: \$584,024.89

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Oldcastle Materials Midwest Co. dba Omni Engineering

Signature: 

Name

And Title:

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

Aron Carpenter

Area Manager

SURETY

Company:

(Corporate Seal)

Fidelity and Deposit Company of Maryland

Signature: 

Name

And Title:

Tina Davis, Attorney in Fact

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

Marsh USA Inc.

15 W South Temple Ste 700

Salt Lake City, UT 84101

801-533-3624

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any

Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

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

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

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

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

§ 16 Definitions

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

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

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of the 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

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address

Address

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Tina Davis, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of July, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 11th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President** and **Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of April, 2020.



A handwritten signature in cursive script that reads "Brian M. Hodges".

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401	CONTACT NAME:	Valerie Reece	
	PHONE (A/C, No, Ext):	513-867-3822	FAX (A/C, No):
www.LibertyMutual.com	E-MAIL ADDRESS:	Oldcastle.certs@LibertyMutual.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Oldcastle Materials Midwest Co. (182-OMA) d/b/a OMNI Engineering 14012 Giles Rd Omaha NE 68138	INSURER A:	Liberty Mutual Fire Insurance Company	23035
	INSURER B:	Liberty Insurance Corporation	42404
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 54971281 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TB2-C81-004095-119 XCU Coverage Included	9/1/2019	9/1/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AS2-C81-004095-129 AS2-C81-054502-529 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	WA7-C8D-004095-029 All except OH, ND, WA, WY WC7-C81-004095-019 WI, MN	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Speece Lewis Engineers and Owner are listed as additional insured with regards to the general liability and automobile liability policies, on a primary and non-contributory basis, where required by written contract. Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.

CERTIFICATE HOLDER	CANCELLATION
Speece Lewis Engineers 906 S 26th St Lincoln NE 68510	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Valerie Reece

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/06/2020

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	PHONE (A/C, No, Ext):	COMPANY Travelers Property Casualty Company Of America
CN103150008-BR-19-20		
FAX (A/C, No):	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED (182-OMA) OLDCASTLE MATERIALS MIDWEST CO. DBA OMNI ENGINEERING 14012 GILES ROAD OMAHA, NE 68138	LOAN NUMBER	POLICY NUMBER QT 660 OF758236 TIL 19
	EFFECTIVE DATE 09/01/2019	EXPIRATION DATE 09/01/2020
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION
RE: NAME OF PROJECT / JOB: BIG ISLAND ROAD, EST. START DATE: 05/01/2020 EST. COMPLETION DATE: 06/10/2020, VALUE- \$584,024.89, SCOPE OF WORK- PAVEMENT REPAIR ON A COUNTY ROAD.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
COVERAGE / PERILS / FORMS					
BUILDERS RISK COVERAGES					
JOB SITE PER OCCURRENCE				10,000,000	5,000
TEMPORARY STORAGE				250,000	5,000
TRANSIT				500,000	5,000
FLOOD (EXCLUDING FLORIDA LOCATIONS) PER OCCURRENCE/AGGREGATE				1,000,000	25,000
EARTH MOVEMENT PER OCCURRENCE/AGGREGATE				1,000,000	25,000
OTHER DEDUCTIBLES MAY APPLY AS PER POLICY TERMS AND CONDITIONS					

REMARKS (Including Special Conditions)

CANCELLATION

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

ADDITIONAL INTEREST

ATL-005051840-01

NAME AND ADDRESS SPEECE LEWIS ENGINEERS 906 S 26TH ST LINCOLN, NE 68510	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
LOAN #			
AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>			