

Agenda Item # 23 c
Date 10/5/22
COPY

DIVISION 6

CONTRACT

This agreement made and entered into in triplicate, this 8th day of September 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 JMN Construction, authorizing agent, party of the second part and hereinafter called the Contractor.

llc emd

The Contractor did, on the 29th day of August 2022, submit a proposal for rehabilitation of bridge in Dodge County and other work incidental thereto as shown on Plans and Specifications entitled "Dodge County Bridge Rehabilitation, Structure No. C002732025, Dodge County, Nebraska" and previously filed with the County Highway Superintendent, a copy of which proposal is hereto attached and made a part hereof. The amount of the proposal was \$349,532.00 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 _____.

JMN CONSTRUCTION LLC
Contractor Company Name

By *Christopher M. Anderson*

Witness
[Signature]

9/21/22
Date

BOARD OF COUNTY SUPERVISORS
DODGE COUNTY

By _____
Chairperson

County Clerk

Date

Bond Number 144871

Performance Bond

CONTRACTOR:

(Name, legal status and address)

JMN Construction LLC
314 W Reichmuth Road
Valley, NE 68064

SURETY:

(Name, legal status and principal place of business)

Inland Insurance Company
P.O. Box 80468
Lincoln, NE 68501

OWNER:

(Name, legal status and address)

Dodge County Clerk
435 N Park Ave, Dodge County Courthouse
Fremont, NE 68025

CONSTRUCTION CONTRACT

Date: September 08, 2022

Amount: \$349,532.00

Description: Dodge County Bridge Structure No. C002732025
(Name and location)

BOND

Date: September 15, 2022

(Not earlier than Construction Contract Date)

Amount: \$349,532.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: JMN Construction LLC *(Corporate Seal)*

SURETY

Company: Inland Insurance Company *(Corporate Seal)*

Signature: *[Handwritten Signature]*
Name: *[Handwritten Name]*
and Title: *[Handwritten Title]*
(Any additional signatures appear on the last page of this Performance Bond.)

Signature: *[Handwritten Signature]*
Name: James M. King, Attorney-in-Fact
and Title: *[Handwritten Title]*

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

Gene Lilly Surety Bonds, Inc.
735 So. 56th
Lincoln, NE 68510
(402) 475-7700

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party;)

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.
This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

§ 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: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:



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Payment Bond

CONTRACTOR:

(Name, legal status and address)

JMN Construction LLC
314 W Reichmuth Road
Valley, NE 68064

SURETY:

(Name, legal status and principal place of business)

Inland Insurance Company
P.O. Box 80468
Lincoln, NE 68501

OWNER:

(Name, legal status and address)

Dodge County Clerk
435 N Park Ave, Dodge County Courthouse
Fremont, NE 68025

CONSTRUCTION CONTRACT

Date: September 08, 2022

Amount: \$349,532.00

Description: Dodge County Bridge Structure No. C002732025
(Name and location)

BOND

Date: September 15, 2022

(Not earlier than Construction Contract Date)

Amount: \$349,532.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: JMN Construction LLC *(Corporate Seal)*

SURETY

Company: Inland Insurance Company *(Corporate Seal)*

Signature: *Catherine M. Nitzsche*
Name and Title: *Catherine M. Nitzsche*

Signature: *[Signature]*
Name and Title: James M. King, 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:

Gene Lilly Surety Bonds, Inc.
735 So. 56th
Lincoln, NE 68510
(402) 475-7700

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

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This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



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§ 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.



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§ 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: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:



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INLAND INSURANCE COMPANY
Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

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

Robert T. Cirone or James M. King or Tamala J. Hurlbut or Jacob J. Buss
or Thomas L. King, Lincoln, Nebraska or Seth Weedn, Gretna, Nebraska

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

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

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the INLAND INSURANCE COMPANY, held on July 23, 1981:
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.
IN WITNESS WHEREOF, INLAND INSURANCE COMPANY has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 22.

Carol J. Clark

Secretary/Treasurer

By

State of Nebraska

County of

of

ss.
Lancaster

INLAND INSURANCE COMPANY

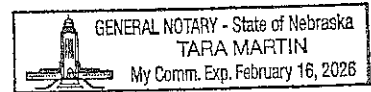
Curt L. Hartter President



On this 16th day of February, 20 22, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the INLAND INSURANCE COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin

Notary Public



My Commission Expires February 16, 2026.

I, Philip C. Abel, Director of INLAND INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said INLAND INSURANCE COMPANY, which is still in full force and effect.
Signed and sealed at the City of Lincoln, Nebraska this 15th day of September, 20 22.

Philip C. Abel

Director



Client#: 774779

JMNCONST

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/15/2022

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 any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER INSPRO Marsh & McLennan Agency 12329 Southport Parkway Ste 100 LaVista, NE 68128 402 333-5700	CONTACT NAME: Marcia M. Fidler, CIC, CISR
	PHONE (A/C, No, Ext): 402 829-4841 FAX (A/C, No): 402 333-0633 E-MAIL ADDRESS: Marcia.Fidler@MarshMMA.com
INSURED JMN Construction LLC 314 W Reichmuth Rd Valley, NE 68064	INSURER(S) AFFORDING COVERAGE INSURER A: BITCO General Insurance Companies NAIC # 20095
	INSURER B:
	INSURER C:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 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 INSR	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"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	CLP3712870	01/01/2022	01/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CAP2712871	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			CUP2821319	01/01/2022	01/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC3712869	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution			CLP3712870	01/01/2022	01/01/2023	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bridge Rehabilitation Project
Structure C002732025

CERTIFICATE HOLDER Dodge County Nebraska	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

BID TABULATION

Project Name: BRIDGE REHABILITATION PROJECT
Owner(s): DODGE COUNTY, NEBRASKA
Project No.: NA
Structure No.: C002732025
Letting Date: MONDAY, AUGUST 29, 2022 @ 11:00AM CDT

				Contractor 1: JMN Construction		Contractor 2: JKK Construction		Contractor 3: M.E. Collins		Contractor 4: Brink Building Group		Contractor 5: Constructors		Contractor 6: General Excavating		Contractor 7: Midwest Infrastructure	
DODGE COUNTY BRIDGE REHABILITATION PROJECT - C002732025																	
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
1-1	Preparation of Bridge, per Lump Sum	LS	1.00	\$33,000.00	\$33,000.00	\$49,163.31	\$49,163.31	\$19,639.00	\$19,639.00	\$38,750.00	\$38,750.00	\$53,775.31	\$53,775.31	\$35,400.00	\$35,400.00	\$116,815.88	\$116,815.88
1-2	Class 47B-3000 Concrete for Bridge, per Cubic Yard	CY	15.30	\$1,020.00	\$15,606.00	\$1,385.40	\$21,196.62	\$756.00	\$11,566.80	\$675.00	\$10,327.50	\$1,038.16	\$15,883.85	\$1,397.40	\$21,380.22	\$1,974.69	\$30,212.76
1-3	Class 47BD-4000 Concrete for Bridge, per Cubic Yard	CY	38.40	\$985.00	\$37,824.00	\$1,233.59	\$47,369.86	\$818.00	\$31,411.20	\$675.00	\$25,920.00	\$1,493.25	\$57,340.80	\$1,035.10	\$39,747.84	\$1,644.25	\$63,139.20
1-4	Epoxy Coated Reinforcing Steel, per Pound	LBS	6,360.00	\$2.15	\$13,674.00	\$2.51	\$15,963.60	\$3.00	\$19,080.00	\$2.50	\$15,900.00	\$3.54	\$22,514.40	\$3.90	\$24,804.00	\$2.44	\$15,518.40
1-5	Concrete for Pavement Approaches Class 47BD-4000, per Cubic Yard	CY	120.20	\$522.50	\$62,804.50	\$542.12	\$65,162.82	\$764.00	\$91,832.80	\$675.00	\$81,135.00	\$574.45	\$69,048.89	\$366.25	\$44,023.25	\$672.24	\$80,803.25
1-6	Epoxy Coated Reinforcing Steel for Pavement Approaches, per Pound	LBS	19,120.00	\$2.00	\$38,240.00	\$1.87	\$35,754.40	\$3.00	\$57,360.00	\$2.50	\$47,800.00	\$2.46	\$47,035.20	\$3.90	\$74,568.00	\$2.44	\$46,652.80
1-7	Helical Test Pile, per Each	EA	2.00	\$8,132.00	\$16,264.00	\$6,850.00	\$13,700.00	\$2,136.00	\$4,272.00	\$4,000.00	\$8,000.00	\$4,648.32	\$9,296.64	\$9,485.35	\$18,970.70	\$8,641.96	\$17,283.92
1-8	Helical Pile, per Linear Foot	LF	420.00	\$65.50	\$27,510.00	\$65.75	\$27,615.00	\$69.00	\$28,980.00	\$60.00	\$25,200.00	\$100.46	\$42,193.20	\$95.00	\$39,900.00	\$66.33	\$27,858.60
1-9	Helical Lead Section, per Each	EA	14.00	\$1,092.00	\$15,288.00	\$1,000.00	\$14,000.00	\$1,155.00	\$16,170.00	\$1,000.00	\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-10	W-Beam Bridge Rail, per Linear Foot	LF	37.50	\$47.80	\$1,792.50	\$43.75	\$1,640.63	\$51.00	\$1,912.50	\$50.00	\$1,875.00	\$45.77	\$1,716.38	\$65.75	\$2,465.63	\$166.87	\$6,257.63
1-11	Bridge Approach Section, per Each	EA	2.00	\$3,439.00	\$6,878.00	\$3,150.00	\$6,300.00	\$3,637.00	\$7,274.00	\$3,500.00	\$7,000.00	\$3,295.47	\$6,590.94	\$6,571.60	\$13,143.20	\$3,386.25	\$6,772.50
1-12	End Treatment, Type I, per Each	EA	1.00	\$5,076.00	\$5,076.00	\$4,650.00	\$4,650.00	\$5,369.00	\$5,369.00	\$5,000.00	\$5,000.00	\$4,864.73	\$4,864.73	\$6,571.60	\$6,571.60	\$4,998.75	\$4,998.75
1-13	W-Beam Guardrail, per Linear Foot	LF	75.00	\$146.00	\$10,950.00	\$80.50	\$6,037.50	\$93.00	\$6,975.00	\$90.00	\$6,750.00	\$84.22	\$6,316.50	\$65.75	\$4,931.25	\$86.54	\$6,490.50
1-14	Preformed Expansion Joint, Type A, per Linear Foot	LF	55.00	\$85.00	\$4,675.00	\$106.02	\$5,831.10	\$107.00	\$5,885.00	\$115.00	\$6,325.00	\$107.58	\$5,916.90	\$99.70	\$5,483.50	\$186.37	\$10,250.35
1-15	Granular Backfill, per Cubic Yard	CY	150.00	\$61.00	\$9,150.00	\$85.53	\$12,829.50	\$59.00	\$8,850.00	\$110.00	\$16,500.00	\$50.52	\$7,578.00	\$143.60	\$21,540.00	\$87.44	\$10,116.00
1-16	Mobilization, per Lump Sum	LS	1.00	\$34,000.00	\$34,000.00	\$39,167.86	\$39,167.86	\$38,201.00	\$38,201.00	\$55,755.00	\$55,755.00	\$107,554.62	\$107,554.62	\$107,767.20	\$107,767.20	\$75,417.51	\$75,417.51
1-17	Bearing Repair, per Each	EA	8.00	\$1,000.00	\$8,000.00	\$1,387.34	\$11,098.72	\$2,489.00	\$19,912.00	\$3,000.00	\$24,000.00	\$289.68	\$2,317.44	\$884.10	\$7,072.80	\$5,263.19	\$42,105.52
1-18	Painting Bearings, per Each	EA	8.00	\$1,100.00	\$8,800.00	\$2,055.00	\$16,440.00	\$2,555.00	\$20,440.00	\$2,500.00	\$20,000.00	\$1,757.58	\$14,060.64	\$2,453.40	\$19,627.20	\$1,806.00	\$14,448.00
TOTAL PROJECT BID				\$349,532.00		\$393,920.92		\$395,130.30		\$410,237.50		\$474,004.43		\$487,396.39		\$575,141.56	

**DIVISION 5
PROPOSAL FOR DODGE COUNTY, NEBRASKA
BRIDGE REHABILITATION**

Board of County Supervisors
Dodge County Courthouse
Fremont, NE 68025

DODGE COUNTY, NEBRASKA

Dear Board Members:

The undersigned, having carefully examined the documents for rehabilitation of Dodge County Bridge Project, Structure No. C0027032025, 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:

DODGE COUNTY BRIDGE REHABILITATION – STRUCTURE NO. C002732025					
ITEM No	APPROXIMATE QUANTITY		ITEM DESCRIPTION WITH UNITS	UNIT PRICE	AMOUNT
1-1	1.00	LS	Preparation of Bridge, per Lump Sum	\$ 33,000. ⁰⁰	\$ 33,000. ⁰⁰
1-2	15.30	CY	Class 47B-3000 Concrete for Bridge, per Cubic Yard	\$ 1,020. ⁰⁰	\$ 15,606. ⁰⁰
1-3	38.40	CY	Class 47BD-4000 Concrete for Bridge, per Cubic Yard	\$ 985. ⁰⁰	\$ 37,824. ⁰⁰
1-4	6,360.00	LBS	Epoxy Coated Reinforcing Steel, per Pound	\$ 2.15	\$ 13,674. ⁰⁰
1-5	120.20	CY	Concrete for Pavement Approaches Class 47BD-4000, per Cubic Yard	\$ 522. ⁵⁰	\$ 62,804. ⁵⁰
1-6	19,120.00	LBS	Epoxy Coated Reinforcing Steel for Pavement Approaches, per Pound	\$ 2. ⁰⁰	\$ 38,240. ⁰⁰
1-7	2.00	EA	Helical Test Pile, per Each	\$ 8,132. ⁰⁰	\$ 16,264. ⁰⁰
1-8	420.00	LF	Helical Pile, per Linear Foot	\$ 65. ⁵⁰	\$ 27,510. ⁰⁰
1-9	14.00	EA	Helical Lead Section, per Each	\$ 1,092. ⁰⁰	\$ 15,288. ⁰⁰
1-10	37.50	LF	W-Beam Bridge Rail, per Linear Foot	\$ 47. ⁸⁰	\$ 1,792. ⁵⁰
1-11	2.00	EA	Bridge Approach Section, per Each	\$ 3,439. ⁰⁰	\$ 6,878. ⁰⁰
1-12	1.00	EA	End Treatment, Type I, per Each	\$ 5,076. ⁰⁰	\$ 5,076. ⁰⁰
1-13	75.00	LF	W-Beam Guardrail, per Linear Foot	\$ 146. ⁰⁰	\$ 10,950. ⁰⁰
1-14	55.00	LF	Preformed Expansion Joint, Type A, per Linear Foot	\$ 85. ⁰⁰	\$ 4,675. ⁰⁰
1-15	150.00	CY	Granular Backfill, per Cubic Yard	\$ 61. ⁰⁰	\$ 9,150. ⁰⁰
1-16	1.00	LS	Mobilization, per Lump Sum	\$ 34,000. ⁰⁰	\$ 34,000. ⁰⁰
1-17	8.00	EA	Bearing Repair, per Each	\$ 1,000. ⁰⁰	\$ 8,000. ⁰⁰

DODGE COUNTY BRIDGE REHABILITATION – STRUCTURE No. C002732025 (cont.)

<u>ITEM NO</u>	<u>APPROXIMATE QUANTITY</u>	<u>ITEM DESCRIPTION WITH UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1-18	8.00 EA	Painting Bearings, per Each	\$ <u>1,100.⁰⁰</u>	\$ <u>8,800.⁰⁰</u>
TOTAL BID FOR PROJECT			\$ <u>349,532.⁰⁰</u>	

Estimated date for beginning construction: T.B.D.

Estimated date construction completion: ON OR BEFORE JUNE 30, 2023

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, bridge, 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 5% BID BOND for \$ _____ 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 [Signature] Responsible
NAME TITLE

JMN CONSTRUCTION
COMPANY

34 W. REICHMUTH RD VALLEY N
ADDRESS 68064

402 660 4839
TELEPHONE