

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**DECEMBER 4, 2007 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
TRAIL & PARK IMPROVEMENTS — PORTAL RIDGE (108 <sup>TH</sup> & GILES RD.)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been advertised and a resolution has been prepared to approve the plans, specifications and contract documents for the 2007 Trail Improvement Plans in Portal Ridge (SID No. 276), generally located SE of 108<sup>th</sup> & Giles Road.

**FISCAL IMPACT**

The Developer will pay the City an Administrative Fee in an amount equal to two percent of the actual construction costs.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On June 6, 2006, the City Council approved the subdivision agreement and final plat for Portal Ridge (SID No. 276), generally located SE of 108<sup>th</sup> & Giles Road. The conceptual park improvement plans received favorable recommendation from the Park and Recreation Advisory Board and Planning Commission and were provided to the Mayor and Council as part of the final plat and subdivision agreement approval process. The City Engineer and staff have reviewed the park improvement plans, specifications and contract documents as submitted by the Developer and recommend approval subject to the following:

1. Shop drawings shall be submitted for the proposed pedestrian bridge for City review prior to the contractor ordering the materials.
2. Administrative fees must be paid.

The plans include the following: trail system, pedestrian bridge, four park benches, seeding, landscaping and retaining walls, and the installation of handicap curb ramps throughout the subdivision.

The City Engineer's review also noted that Outlots A through F were conveyed to the SID however Outlots D and F are to be maintained by the Homeowner's Association per the subdivision agreement. The attached resolution also requires the conveyance of Outlots D and F to the Homeowner's Association.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING APPROVAL OF THE PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS FOR THE PORTAL RIDGE 2007 TRAIL IMPROVEMENT PLANS AND AUTHORIZING EXECUTION OF CONTRACTS AND CONSTRUCTION DOCUMENTS.

WHEREAS, Sanitary and Improvement District No. 276 of Sarpy County ("District"), Portal Ridge and the City of La Vista ("City") entered into a Subdivision Agreement concerning the development of lands locally known as Portal Ridge within the zoning jurisdiction of the City ("Subdivision Agreement") on October 11, 2006; and

WHEREAS, the District has presented to City for approval plans, specifications and construction documents to construct certain improvements; and

WHEREAS, said plans, specifications and construction documents were prepared by E & A Consulting Group, Inc., which firm of engineers has certified to the City that said plans and specifications are in accordance with the Subdivision Agreement and all of the applicable ordinances, policies and regulations of the City and that improvements constructed pursuant to such plans will be adequate for their intended purpose; and

WHEREAS, Thompson, Dreessen & Dorner, Inc., as City Engineer, and city staff have been presented the plans for review and recommend approval subject to resolution of the following items:

1. Shop drawings shall be submitted for the proposed pedestrian bridge for City review prior to the contractor ordering the materials.
2. Administrative fees must be paid.
3. The conveyance of Outlots D and F by the SID as required by the City Administrator in accordance with the Subdivision Agreement and in consultation with the City Attorney.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby approves the plans, specifications and construction documents for Portal Ridge 2007 Trail Improvement Plans, copies of which have been filed with the City Clerk, subject to resolution of the items identified by the City Engineer.

BE IT FURTHER RESOLVED, that the City Council does hereby approve the execution of a contract by the District for said improvements with CYC Construction, Inc., Omaha, Nebraska in the amount of \$338,878.60.

BE IT FURTHER RESOLVED, that the approval herein given is conditioned upon District, prior to its granting authorization of commencement of construction, shall deliver to the City Administrator the following, as required by the Subdivision Agreement:

1. District's warrant in the amount of \$6,777.57 in payment of applicable administrative fee.

PASSED AND APPROVED THIS 4<sup>TH</sup> DAY OF DECEMBER, 2007.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

\\\Lvdcp01\users\Administration\BRENDA\COUNCIL\07 Resolutions\Portal Ridge Park Improvements.DOC

**SANITARY AND IMPROVEMENT DISTRICT NO. 276  
SARPY COUNTY, NEBRASKA**

**CONTRACT DOCUMENTS**

**FOR**

**2007 TRAIL IMPROVEMENTS**

**PORTAL RIDGE**

**PREPARED BY**  
**E & A CONSULTING GROUP, INC**  
**330 N. 117TH STREET**  
**OMAHA, NE 68154**  
**402 895-4700**

**AUGUST 2007**  
**PROJECT NO. 2005 054.01**

PROPOSAL  
SID 276, SARPY COUNTY  
2007 TRAIL IMPROVEMENTS

DATE: AUGUST 29, 2007 @ 2:00 P.M. PER ADDENDUM 1

TO: Chairman and Board of Trustees  
Sanitary and Improvement District No. 276  
Sarpy County, Nebraska

The undersigned, having carefully examined the plans, specifications and all addenda thereto and other contract documents prepared by E&A CONSULTING GROUP, 330 N. 117TH STREET, OMAHA NE, for the construction of 2007 TRAIL IMPROVEMENT in Sanitary and Improvement District 276, Sarpy County, Nebraska, and having carefully examined the site of work and become familiar with all local conditions, including labor affecting the cost thereof, and having familiarized himself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work, do hereby propose to furnish all labor, superintendence, mechanics, tools, materials, equipment and all utilities and transportation services necessary to perform and complete said work, and work incidental thereto, in a workmanlike manner, as described in said plans, specifications and other contract documents including addenda numbers 1, 2 issued thereto, for the Total Bid Sum based upon the Unit Prices as listed on the accompanying "Schedule of Prices".

The undersigned further certifies that he has personally inspected the actual location of the work, together with the local sources of supply, and that he understands the conditions under which the work is to be performed or that if he has not so inspected the site and conditions of the work, he waives all right to plead any misunderstanding regarding the work required or conditions peculiar to the same.

The undersigned understands that the quantities listed in the accompanying "Schedule of Prices" are subject to increase or decrease, and hereby proposes to perform all quantities of work, as increased or decreased, in accordance with the plans, the provisions of specifications and all addenda thereto, and the provisions of other contract documents at the Unit Price Bid.

The undersigned hereby agrees to commence work within Ten (10) working days after written Notice to Proceed and further agrees to complete the work in its entirety within a period of **60 Working Days** after date of said Notice to Proceed, or after the start of construction, whichever occurs first. The undersigned shall forfeit liquidated damages as set forth in the Special Provisions in the event of the over-run of time. Liquidated damages will be assessed not as a penalty but as a predetermined and agreed liquidated damages.

The owner reserves the right to eliminate in part or whole, one or more items of work from this proposal as may be required to bring the cost of the work within the limits of available funds or for any other reason without affecting the Unit Prices as bid for any specific item.

**SCHEDULE OF PRICES**  
**SID 276, SARPY COUNTY**  
**2007 TRAIL IMPROVEMENTS**

NO	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	8'X6" CONCRETE SIDEWALK	39,610	SF	\$2 51	\$99,421.00
2	4'X6" CONCRETE SIDEWALK	11,290	SF	\$2 73	\$30,821.70
3	SITE GRADING	2,500	CY	\$8 22	\$20,550.00
4	6" DOUBLE CONCRETE RAMP (13)	1,870	SF	\$3 28	\$6,133.60
5	6" SINGLE CONCRETE RAMP(36)	770	SF	\$9 45	\$7,276.50
6	CURB RAMP INSERT PLATES (2'X2")	124	EA	\$226.00	\$28,024.00
7	GRIND CURB	880	LF	\$6 21	\$5,464.80
8	CONSTRUCT PEDESTRIAN BRIDGE W/ ABUTMENTS	1	LS	\$83,658.00	\$83,658.00
9	REMOVABLE BOLLARDS AT BRIDGE	6	EA	\$555.00	\$3,330.00
10	SEEDING TURF FESCUE	6	AC	\$1,339.00	\$8,034.00
11	RETAINING WALLS	390	SF	\$17.04	\$6,645.60
12	6' BLACK VINYL CHAIN LINK FENCE	170	LF	\$24.59	\$4,180.30
13	PARK BENCH WITH CONCRETE BASE	4	EA	\$975.00	\$3,900.00
14	SHADE TREES	20	EA	\$200.00	\$4,000.00
15	CROWN VETCH WITH MATTING	7,000	SF	\$0 21	\$1,470.00
16	4' TRAIL (BY OTHERS)	1,640	SF	\$3.00	\$4,920.00
17	AREA LIGHT (COMPLETE)	1	LS	\$4,829.00	\$4,829.00
18	REMOVE 6"-10" TREES	30	EA	\$280.00	\$8,400.00
19	ADJUST MANHOLE TO GRADE	2	EA	\$230.00	\$460.00
20	CONSTRUCT SILT FENCE	860	LF	\$2 .95	\$1,763.00
21	REMOVE SILT FENCE	100	LF	\$0 .95	\$95.00
22	REMOVE MATERIAL FROM CHANNEL	300	CY	\$18 .34	\$5,502.00

TOTAL BASE BID (ITEMS 1-22, INCLUSIVE)

\$338,878.60

The undersigned agrees to furnish the required bond or bonds and insurance certificates and to execute the contract within ten (10) days of written Notice of Award. Accompanying this proposal, as a guarantee that the undersigned will execute the contract and furnish the required bond or bonds and insurance certificates in accordance with the terms and requirements of the contract documents, is a certified check or bidding bond in the amount of SIXTEEN THOUSAND, NINE HUNDRED AND TWENTY FOUR 00/100 DOLLARS... (\$16,924.00).

If awarded the contract, our surety will be North American Specialty  
(Name of Surety)  
Insurance Co. of Itasca, IL  
(address)

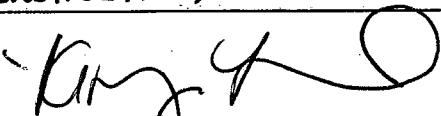
If awarded the contract, our anticipated start date would be October 1, 2007

Respectfully submitted,

CYC Construction, Inc.

Contractor

By

  
Name Kimberly Remmerich

President

Title

13425 F Street

Street Address

Omaha

City

NE

State

68137

ZIP

## CONTRACT

THIS CONTRACT AND AGREEMENT made and entered into in quadruplicate this \_\_\_\_ day of \_\_\_\_\_ 2007, by and between the Board of Trustees of Sanitary and Improvement District No. 276; Sarpy County, Nebraska; party of the first part and hereinafter called the District.

AND CYC Construction, Inc.; party of the second part, and hereinafter called the Contractor:

WHEREAS, the Contractor did on the 29<sup>TH</sup> day of August, submit a proposal to construct 2007 TRAIL IMPROVEMENTS within the District and to perform such other work as may be incidental thereto, all in strict accord with the plans and specifications prepared by E & A CONSULTING GROUP, INC. Consulting Engineers, Omaha, Nebraska, which plans and specifications are all on file in the office of said E & A Consulting Group.

NOW THEREFORE, in consideration of the following mutual agreements and covenants, it is understood by and between the parties hereto that:

- (a) The above referred to plans and specifications are expressly made a part hereof the same as though fully set forth herein.
- (b) The Resolution of the District ordering or authorizing the construction of the aforesaid work, a Notice inviting Contractors, the Instructions to Bidders, the Proposal of the Contractor, the Performance, Payment and Guarantee Bond, all Addenda and any other documents referred to herein are a part of this Contract by reference thereto, the same as though each had been fully set out and attached thereto, except that to the extent this Agreement is inconsistent therewith, if at all, this Agreement shall govern.
- (c) The District agrees to pay and the Contractor agrees to accept in full consideration of the performance of the Contractor's obligations hereunder, the unit and lump sum prices as set forth in the aforesaid proposal of the Contractor, said payment to be made by the District by issuance of its warrants, payable to Contractor.
- (d) The Contractor agrees to furnish all tools, labor, mechanics for labor, equipment and materials to perform said work in accordance with the aforesaid plans, specifications and documents.
- (e) All provisions of the aforesaid plans, specifications and documents shall be strictly complied with by the Contractor the same as if rewritten herein, and no substitution or change in said plans, specifications and documents shall be made except on written consent or written direction (the form of either of which shall be a written "Change Order") of the engineer and any such substitution or change shall in no manner be construed to release either party from any specified or implied obligations of the aforesaid plans, specifications and documents except as specifically provided for in the Change Order.

(f) This Contract is entered into subject to the following conditions:

f-1 Contractor shall conform with all laws, rules and regulations applicable to this Contract and construction shall be in accordance therewith.

f-2 Contractor shall furnish Performance, Payment and Guarantee Bond in an amount at least equal to one hundred percent of the contract price, and shall maintain during the life of the contract, Fire, Workman's Compensation, Public Liability and Property Damage Insurance, all as required in the aforesaid specifications.

f-3 The Contractor shall indemnify and save harmless the District, its officers, employees and agents from all claims, suits or actions of every kind and character made upon or brought against the said District, its officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the acts of the said Contractor or its servants, agents and subcontractors, in doing the work herein contracted for, or by or in consequence of any negligence in guarding the same or any improper material used in its construction, or by or on account of any act or omission of said Contractor or its servants, agents and subcontractors; and also from all claims of damage for infringement of any patent in fulfilling this Contract. This indemnity Shall include attorney's fees and costs and all expenses incurred in the defense of any suit.

f-4 Contractor shall not, in the performance of this Contract, discriminate or permit discrimination against any person because of race, political or religious opinions or affiliations.

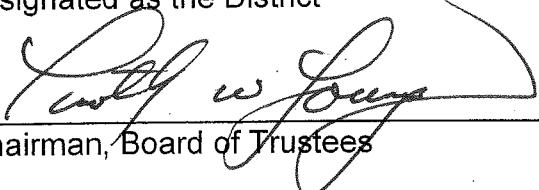
f-5 Final five percent (5%) of amount for this Contract shall not be paid to Contractor until the Contractor has furnished the District with a certificate from the Commissioner of Labor of the State of Nebraska, as required by Section 48-4317, R.R.S. Supp. 1988, showing that unemployment contributions and interest due under the Nebraska Law under this Contract have been paid by the Contractor or its subcontractors.

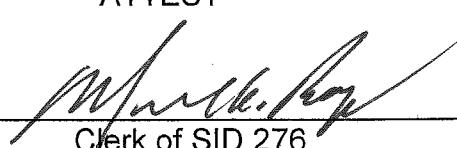
(g) Payment shall be made by the District to the Contractor by issuance of warrants of the District payable to Contractor, it being specifically understood that it shall be the responsibility of Contractor to convert such warrants to cash on such terms as may be satisfactory to Contractor. District shall not be deemed to be in default under this contract by reason of late issuance of warrants until it shall first have received written notice from Contractor of such late issuance of warrants and shall have failed to issue such warrants for a period of fifteen (15) days after receipt of such written notice.

IN WITNESS WHEREOF, we, the contracting parties, by our respective duly authorized agents, hereto affix our signatures and seals at Sarpy County, Nebraska, this 7th day of Sept 2007.

SANITARY AND IMPROVEMENT DISTRICT 276  
OF SARPY COUNTY, NEBRASKA,  
Party of the First Part and also  
designated as the District

ATTEST

  
Chairman, Board of Trustees

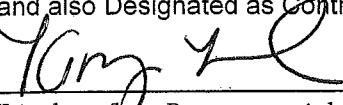
  
Clerk of SID 276

CYC Construction, Inc.  
Contractor

13425 F Street  
Street

Omaha, NE 68137  
City      State      Zip

Party of the Second Part and also Designated as Contractor.

By   
Title Kimberly Remmereid, President

(Corporate Resolution of Contractor authorizing Execution attached).

CERTIFICATE  
(L.B. 126, 1963)

The undersigned hereby certifies that all equipment, EXCEPT that equipment acquired since the assessment date, to be used by undersigned in the performance of the work covered by the Contract between the undersigned and Sanitary and Improvement District 276, Sarpy County, Nebraska, pertaining to 2007 TRAIL IMPROVEMENTS, has been assessed for taxation for the current year in \_\_\_\_\_ County, Nebraska.

CYC Construction

Contractor

IF A PARTNERSHIP

By \_\_\_\_\_  
Partner

\_\_\_\_\_  
Partner

IF A NEBRASKA CORPORATION

By \_\_\_\_\_  
President Kimberly Remmereid

\_\_\_\_\_  
Secretary

AFFIX CORPORATE SEAL

\_\_\_\_\_  
Partner

STATE OF NEBRASKA )  
COUNTY OF )

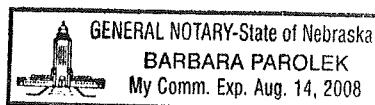
Kimberly Remmereid being first duly sworn on oath,  
deposes and says that they have read the foregoing Certificate, know its contents, and the same are  
true.

SUBSCRIBED and sworn to before me this 25 day of Sept, 2007.

Barbara Parolek  
Notary Public

(Seal)

LB-126 FORM



## PERFORMANCE, PAYMENT AND GUARANTEE BOND

BY THESE PRESENT: That we CYC Construction, Inc. hereinafter called PRINCIPAL, and North American Specialty Insurance Company a Corporate Surety Company authorized to do business in the State of Nebraska hereinafter called SURETY are held and firmly bound unto Sanitary and Improvement District NO. 276, Sarpy County, Nebraska, hereinafter called OWNER, in the penal sum of \*\*See Below Dollars (\$338,878.60 )

lawful money of the United States of America, for the payment of which sum well and truly to be made the PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, legal representatives, successors and assigns jointly and severally by these present.

WHEREAS the PRINCIPAL is about to enter or has entered into a written contract with the OWNER for the construction by the PRINCIPAL of 2007 TRAIL IMPROVEMENTS, PORTAL RIDGE, in accordance with the plans and specifications prepared by E & A CONSULTING GROUP; Consulting Engineers, Omaha, Nebraska, which contract hereby defined to include all contract documents is made a part hereof by reference thereto the same as though fully set forth herein.

NOW, THEREFORE, the conditions of this obligation are such that:

FIRST: If the PRINCIPAL shall faithfully perform the contract on his or its part, shall satisfy all claims and demands incurred for the same, shall fully indemnify and save harmless the OWNER from all costs and damage which said OWNER may suffer by reason of failure to do so, and shall fully reimburse and repay said OWNER all outlay and expense which said OWNER may incur in making good any such default; and,

SECOND: The PRINCIPAL shall indemnify and save harmless the OWNER, its officers, employees and agents from all claims, suits or actions of every kind and character made upon or brought against the said OWNER and its officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the acts or omissions of the said PRINCIPAL or his or its servants, agents and subcontractors, in performing under said Contract, or by or in consequence of any negligence in guarding the same or any improper material used in its construction or by or on account of any act or omission or said PRINCIPAL or his or its servants, agents and subcontractors and also from all claims of damage for infringement of any patent in fulfilling said contract; and also from all expenses incurred in defense of any suit including attorney's fees and costs; and

THIRD: The PRINCIPAL and SURETY on this Bond hereby agree to pay all persons, firms or corporations having contracts directly with the PRINCIPAL or with subcontractors all just claims due them for the payment of all laborers and mechanics for labor that shall be performed, for the payment of all materials, tools, repairs, provisions, utilities, fuels, lubricants, equipment furnished and all other supplies or materials actually used or rented by the PRINCIPAL or by the subcontractors in the performance of the contract including all insurance premiums on insurance required by the Contract, on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the OWNER may retain until completion of the improvement as provided by law; and,

FOURTH: PRINCIPAL and SURETY are jointly and severally liable under the provisions hereof and action against either or both may proceed without prior action against the other, and both may be joined in one action.

**\*\*Three Hundred Thirty-eight Thousand Eight Hundred Seventy-eight and 60/100 Dollars**

FIFTH: The PRINCIPAL shall guarantee the work constructed for the OWNER under said Contract as hereinafter more specifically set forth for the full number of years specified as set forth below. The term of guarantee of the respective projects shall be no less than the following:

- a. Paving Projects (including pavement repair).....2 years
- b. Utility Projects (all sewer & water construction).....2 years
- c. Lighting and Traffic Signal Control Projects.....1 year
- d. Grading Projects.....1 year
- e. Sidewalk Projects.....2 years
- f. Park Improvements.....2 years
- g. Other Projects Not Listed Above.....1 year

The PRINCIPAL hereby binds himself and his heirs and assigns for the entire expense of the guarantee and for all repairs or reconstruction which may, from any imperfection in the said work or material, become necessary within the term of guarantee. The PRINCIPAL further agrees to correct and repair promptly during the term of guarantee all failures of whatsoever description and settlements and irregularities of trenches, sidewalks, paving, other surfacing, sewers, drains or other structures caused by any imperfection in his workmanship or material and shall deliver the work in all respects in good condition at the end of that time.

If at any time within the term of guarantee after the completion and acceptance of the work contracted for, the work shall, in the judgment of the Engineer, require such repairs or reconstruction as above set out, he shall notify the PRINCIPAL by certified mail and should the PRINCIPAL refuse or neglect to begin to make such repairs within ten (10) days from the date of the service of such notice, then the OWNER shall have the right to cause such repairs or reconstruction to be made in such manner as he shall deem best, and the cost thereof shall be paid by the PRINCIPAL or his SURETIES.

Then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Any SURETY on this bond shall be deemed and held, any contract to the contrary notwithstanding to consent without notice:

1. To any extension of time to the PRINCIPAL in which to perform the contract.
2. To any such change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
3. That no provision of this bond or of any other contract shall be valid which limits to less than five years from time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted.

SIGNED AND SEALED THIS 17th DAY OF September, 2007

IN PRESENCE OF:

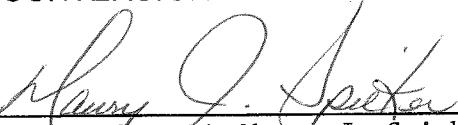
Kimberly Remmereid  
Name \*

13425 F Street  
Address

Omaha, NE 68137  
City State Zip

By 

COUNTERSIGNED:

  
Resident Agent \* Maury J. Spieker

The Harry A. Koch Co.  
Company Name

11949 Q Street  
Address

Omaha, NE 68137  
City State Zip

CYC Construction, Inc.  
PRINCIPAL

13425 F Street  
Address

Omaha, NE 68137  
City State Zip

Title President  
(Attach Corporate Resolution of Principal  
Authorizing Execution)

North American Specialty Insurance Company  
Surety

By   
Attorney-in-Fact \* Maury J. Spieker

11949 Q Street  
Address

Omaha, NE 68137  
City State Zip

\*Instruction: Type names of person under signature of each

**Official Nebraska Government Website**

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 Tue Sep 25 14:05:21 2007

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Entity Name	SOS Account Number
CYC CONSTRUCTION, INC.	0028568

<b>Principal Office Address</b>	<b>Registered Agent and Office Address</b>
13425 F ST OMAHA, NE	MICHAEL M. HUPP SUITE 800 1125 S. 103RD ST. OMAHA, NE 681240000

Nature of Business	Entity Type	Date Filed	Account Status
CONCRETE CONSTRUCTION	Domestic Corp	Jul 24 1969	Active

Corporation Position	Name	Address
<b>President</b>	KIMBERLY A REMMEREID	13425 F STREET OMAHA, NE 68137
<b>Secretary</b>	TODD REMMEREID	13425 F STREET OMAHA, NE 68137
<b>Treasurer</b>	KIMBERLY A REMMEREID	13425 F STREET OMAHA, NE 68137
<b>Director</b>	KIMBERLY A REMMEREID	13425 F STREET OMAHA, NE 68137
<b>Director</b>	TODD REMMEREID	13425 F STREET OMAHA, NE 68137

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If a check box is visible, the document may be retrieved online, otherwise you must contact the Secretary of State's office to obtain a copy of the document.

Code	Trans	Date	Price
<input type="checkbox"/>	AP	Articles Perpetual	Jul 24 1969 \$2.25 = 5 page(s) @ \$0.45 per page
	NP	Non Payment of Taxes	Aug 02 1973

SURETY RIDER

To be attached to and form a part of

Bond No. **2082236**

Type of

Bond: Performance and Payment

dated

effective 09/17/2007

(MONTH-DAY-YEAR)

executed by CYC Construction, Inc. ,as Principal,  
(PRINCIPAL)

and by North American Specialty Insurance Company ,as Surety,

in favor of Sanitary and Improvement District No. 276, Sarpy County, NE  
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing  
add dual obligee rider

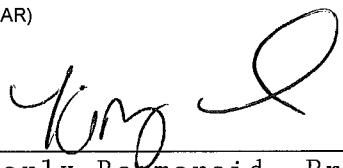
Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider  
is effective 09/17/2007  
(MONTH-DAY-YEAR)

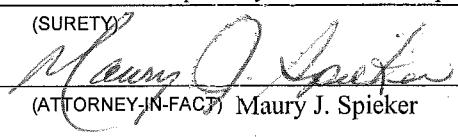
Signed and Sealed 11/28/2007  
(MONTH-DAY-YEAR)

CYC Construction, Inc.  
(PRINCIPAL)

By:

  
(PRINCIPAL) Kimberly Remmereid, President

North American Specialty Insurance Company

  
(SURETY)  
By: (ATTORNEY-IN-FACT) Maury J. Spieker

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

DAVID A. DOMINIANI, JOAN LEU, MAURA P. KELLY

SHARON K. MURRAY and MAURY J. SPIEKER

JOINTLY OR SEVERALLY

It is true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24<sup>th</sup> of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



By

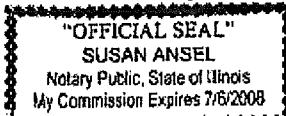
David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of May, 2007.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Du Page ss:

On this 25th day of May, 2007, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Susan Ansel, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of November, 2007.

James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

**DUAL OBLIGEE RIDER**

To be attached to and form a part of contract bond number 2082236 issued by the North American

Specialty Insurance Company

on behalf of CYC Construction, Inc.

in the amount of Three Hundred Thirty Eight Thousand Eight Hundred Seventy Eight and 60/100 ----- Dollars (\$ 338,878.60 )

and dated September 17 2007 in favor of Sanitary and Improvement District No. 276, Sarpy County, NE

in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration receipt of which is hereby acknowledged, the Undersigned hereby agree as follows:

1. The City of LaVista

is hereby added to said bond as an additional obligee.

2. The Surety shall not be liable under this bond to the Obligee, or either of them unless the said Obligees, or either of them, shall make payments to the Principal strictly in accordance with the terms of the said contract as to payments, and shall perform all other obligations to be performed under said contract at the time and in the manner therein set forth.
3. No suit, action or proceeding by reason of any default whatever shall be brought on this bond after two (2) years from the day on which the final payment under said construction contract falls due.
4. Aggregate liability of Surety hereunder to Obligees is limited to the penal sum above stated and Surety, upon making payment hereunder, shall be subrogated to, and shall be entitled to an assignment of all rights of the payee with respect to the particular obligation discharged by the payment, either against principal or against any other party liable to the payee on the discharged obligation.

Signed, Sealed and Dated this 28th day of November, 2007.

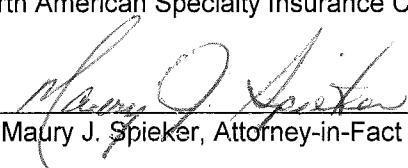
CYC Construction, Inc.

By

  
Kimberly Remmereid, President

North American Specialty Insurance Company

By

  
Maury J. Spieker, Attorney-in-Fact

By

## ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/08/07

## PRODUCER

The Harry A. Koch Co.  
P.O. Box 45279  
Omaha, NE 68145-0279  
402 861-7000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

CYC Construction, Inc.  
Remcon General Contractors Inc.  
13425 'F' St  
Omaha, NE 68137

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Charter Oak Fire Insurance Co.

25615

INSURER B: Travelers Indemnity Company

25658

INSURER C: The Phoenix Insurance Co

25623

INSURER D: Travelers Property Casual

25674

INSURER E:

## COVERAGE(S)

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR'D	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS				
A		GENERAL LIABILITY	DTC06237L363COF07	09/01/07	09/01/08	EACH OCCURRENCE	\$1,000,000			
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000			
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				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			
		GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC								
A		AUTOMOBILE LIABILITY	DT8106237L363COF07	09/01/07	09/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000			
		X ANY AUTO				BODILY INJURY (Per person)	\$			
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$			
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$			
		X HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$			
		X NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$			
						AGG	\$			
B		GARAGE LIABILITY	CUP6237L363IND07	09/01/07	09/01/08	EACH OCCURRENCE	\$8,000,000			
		X ANY AUTO				AGGREGATE	\$8,000,000			
							\$			
		EXCESS/UMBRELLA LIABILITY					\$			
		X OCCUR <input type="checkbox"/> CLAIMS MADE					\$			
							\$			
		DEDUCTIBLE RETENTION \$					\$			
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	DTNUB6237L36307	09/01/07	09/01/08	X WC STATU- TORY LIMITS	OTHE R			
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$500,000			
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$500,000			
						E.L. DISEASE - POLICY LIMIT	\$500,000			
D		OTHER Installation Floater	QT6602874C361TIL	09/01/07	09/01/08	\$500,000 per Location \$500,000 @ Temp Loc \$500,000 in Transit				

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: 2007 Trail Improvements - Protal Ridge, SID 276

Sanitary and Improvement District No. 276, City of LaVista and E & A Consulting Group are additional insureds for General Liability when required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

Sanitary and Improvement  
District No. 276  
c/o E & A Consulting Group  
330 N 117th Street  
Omaha, NE 68154

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Scott Fischbacher*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

				CYC CONSTRUCTION 13425 F STREET OMAHA, NE 68137		DOSTALS CONSTRUCTION 13680 S. 220TH STREET GRETNNA, NE 68028		NAVARRO ENTERPRISES 2914 R STREET OMAHA, NE 68107		TAB CONSTRUCTION 4153 S. 67TH OMAHA, NE 68117	
Bid Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	8'X6" CONCRETE SIDEWALK	39,610	SF	2.51	99,421.10	3.10	122,791.00	2.95	116,849.50	2.72	107,739.20
2	4'X6" CONCRETE SIDEWALK	11,290	SF	2.73	30,821.70	3.30	37,257.00*	3.15	35,563.50	2.66	30,031.40
3	SITE GRADING	2,500	CY	8.22	20,550.00	6.40	16,000.00	5.00	12,500.00	14.36	35,900.00
4	6" DOUBLE CONCRETE RAMP (13)	1,870	SF	3.28	6,133.60	3.50	6,545.00	7.00	13,090.00	4.85	9,069.50
5	6" SINGLE CONCRETE RAMP(36)	770	SF	9.45	7,276.50	4.00	3,080.00	5.00	3,850.00	12.44	9,578.80
6	CURB RAMP INSERT PLATES (2'X2")	124	EA	226.00	28,024.00	100.00	12,400.00	95.00	11,780.00	100.00	12,400.00
7	GRIND CURB	880	LF	6.21	5,464.80	7.70	6,776.00	8.00	7,040.00	7.50	6,600.00
8	CONSTRUCT PEDESTRIAN BRIDGE W/ ABUTMENTS	1	LS	83,658.00	83,658.00	96,000.00	96,000.00	112,800.00	112,800.00	114,919.00	114,919.00
9	REMOVABLE BOLLARDS AT BRIDGE	6	EA	555.00	3,330.00	400.00	2,400.00	671.00	4,026.00	145.00	870.00
10	SEEDING TURF FESCUE	6	AC	1,339.00	8,034.00	2,000.00	12,000.00	1,800.00	10,800.00	1,400.00	8,400.00
11	RETAINING WALLS	390	SF	17.04	6,645.60	20.00	7,800.00	22.00	8,580.00	26.73	10,424.70
12	6' BLACK VINYL CHAIN LINK FENCE	170	LF	24.59	4,180.30	25.00	4,250.00	13.00	2,210.00	25.00	4,250.00
13	PARK BENCH WITH CONCRETE BASE	4	EA	975.00	3,900.00	750.00	3,000.00	600.00	2,400.00	821.00	3,284.00
14	SHADE TREES	20	EA	200.00	4,000.00	225.00	4,500.00	209.00	4,180.00	205.00	4,100.00
15	CROWN VETCH WITH MATTING	7,000	SF	0.21	1,470.00	0.30	2,100.00	0.26	1,820.00	0.25	1,750.00
16	4' TRAIL (BY OTHERS)	1,640	SF	3.00	4,920.00	3.00	4,920.00	3.00	4,920.00	3.00	4,920.00
17	AREA LIGHT (COMPLETE)	1	LS	4,829.00	4,829.00	5,500.00	5,500.00	6,855.00	6,855.00	4,700.00	4,700.00
18	REMOVE 6"-10" TREES	30	EA	280.00	8,400.00	150.00	4,500.00	75.00	2,250.00	120.00	3,600.00
19	ADJUST MANHOLE TO GRADE	2	EA	230.00	460.00	300.00	600.00	75.00	150.00	290.00	580.00
20	CONSTRUCT SILT FENCE	860	LF	2.05	1,763.00	3.00	2,580.00	2.15	1,849.00	2.15	1,849.00
21	REMOVE SILT FENCE	100	LF	0.95	95.00	2.00	200.00	0.55	55.00	1.00	100.00
22	REMOVE MATERIAL FROM CHANNEL	300	CY	18.34	5,502.00	22.00	6,600.00	19.80	5,940.00	17.00	5,100.00
TOTAL BASE BID (ITEMS 1-22, INCLUSIVE)					\$338,878.60			\$361,799.00**		\$369,508.00	\$380,165.60

\*CORRECTED

EXTENSION

\*\*CORRECTED

TOTAL BASE

BID

Bid Item	Description	Quantity	Unit	LAWNSMITH & CO. 3731 STATE STREET OMAHA, NE 68112		M.E. COLLINS CONTRACTING P.O. BOX 83 WAHOO, NE 68066		Unit Price	Amount		
				Unit Price	Amount	Unit Price	Amount				
1	8'X6" CONCRETE SIDEWALK	39,610	SF	2.80	110,908.00	3.38	133,881.80				
2	4'X6" CONCRETE SIDEWALK	11,290	SF	2.65	29,918.50	3.55	40,079.50				
3	SITE GRADING	2,500	CY	7.00	17,500.00	7.00	17,500.00				
4	6" DOUBLE CONCRETE RAMP (13)	1,870	SF	5.00	9,350.00	4.14	7,741.80				
5	6" SINGLE CONCRETE RAMP(36)	770	SF	10.00	7,700.00	4.14	3,187.80				
6	CURB RAMP INSERT PLATES (2'X2")	124	EA	85.00	10,540.00	168.00	20,832.00				
7	GRIND CURB	880	LF	7.00	6,160.00	9.20	8,096.00				
8	CONSTRUCT PEDESTRIAN BRIDGE W/ ABUTMENTS	1	LS	118,800.00	118,800.00	115,000.00	115,000.00				
9	REMOVABLE BOLLARDS AT BRIDGE	6	EA	400.00	2,400.00	515.00	3,090.00				
10	SEEDING TURF FESCUE	6	AC	1,400.00	8,400.00	1,375.00	8,250.00				
11	RETAINING WALLS	390	SF	23.00	8,970.00	19.40	7,566.00				
12	6' BLACK VINYL CHAIN LINK FENCE	170	LF	28.50	4,845.00	25.30	4,301.00				
13	PARK BENCH WITH CONCRETE BASE	4	EA	700.00	2,800.00	3,684.00	14,736.00				
14	SHADE TREES	20	EA	300.00	6,000.00	221.00	4,420.00				
15	CROWN VETCH WITH MATTING	7,000	SF	0.40	2,800.00	0.22	1,540.00				
16	4' TRAIL (BY OTHERS)	1,640	SF	3.00	4,920.00	3.00	4,920.00				
17	AREA LIGHT (COMPLETE)	1	LS	6,000.00	6,000.00	5,394.00	5,394.00				
18	REMOVE 6"-10" TREES	30	EA	600.00	18,000.00	50.00	1,500.00				
19	ADJUST MANHOLE TO GRADE	2	EA	250.00	500.00	298.00	596.00				
20	CONSTRUCT SILT FENCE	860	LF	2.00	1,720.00	2.10	1,806.00				
21	REMOVE SILT FENCE	100	LF	1.00	100.00	1.00	100.00				
22	REMOVE MATERIAL FROM CHANNEL	300	CY	30.00	9,000.00	15.00	4,500.00				
TOTAL BASE BID (ITEMS 1-22, INCLUSIVE)					\$387,331.50		\$409,037.90				