

12-12-1115

R E S O L U T I O N

WHEREAS, there has been signed by the County of Lancaster on the 9th day of January, 2007, and the State on the 18th day of January, 2007, an agreement providing for the construction of a Federal Aid Project at the following location: Beginning 0.125 mile south of the Southwest Corner of Section 15, Township 10 North, Range 5 East and extends 0.19 mile north, crossing Middle Creek.

, and

WHEREAS, in the above agreement, the County has pledged sufficient funds to finance its share of the cost of the construction of this project identified as BRO-7055(102), and

WHEREAS, the above mentioned agreement provided that the County would pay costs as set forth in the agreement, and

WHEREAS, the State and the County received bids for the construction of this project on July 26, 2012 at which time 6 bids were received for the construction of this proposed work, and

WHEREAS, the following contractor(s) for the items of work listed has/have been selected as the low bidder(s) to whom the contract(s) should be awarded:

Commercial Construction, Inc., Lincoln, NE
Grading, Culverts, Bridge, Guardrail, General Items: \$810,838.28

NOW THEREFORE, in consideration of the above facts, the Board of Commissioners of the County of Lancaster, by this resolution, takes the following official action:

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the County hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.
2. The Board hereby concurs in the selection of the above mentioned contractor(s) for the items of work listed, to whom the contract(s) should be awarded.
3. The Board hereby authorizes the Chairman to sign the contract(s) with the above mentioned contractor(s) for the above mentioned work on behalf of the County.

DATED THIS 7 DAY OF August, A.D. 2012

BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY.

Deb Shar
(Chairman)

Board Member Jane Raybould
moved the adoption of said resolution.

Roll Call: 5 yea, 0 nay.

Resolution adopted, signed and billed as adopted.

ATTEST:

Dan [Signature]
(County Clerk)

RECEIVED

AUG 02 2012

LANCASTER COUNTY
CLERK



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ROADS
Monty Fredrickson, Director

1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759
Phone (402) 471-4567 • FAX (402) 479-4325 • www.dor.state.ne.us

July 30, 2012

LANCASTER COUNTY BOARD OF COMMISSIONERS
C/O COUNTY CLERK
555 S 10TH ST
LINCOLN, NE 68508

RE: Federal Aid Project No. BRO-7055(102)
Letting Date: July 26, 2012

We have enclosed a resolution on the above project for your consideration. It has been prepared by using the bid tabulations to select the low bidder(s) to whom a contract(s) should be awarded.

Please take action on this resolution immediately. We need to have the completed resolution in this office by Wednesday, August 15, 2012, so we can comply with the laws concerning award or rejection of this project.

You may want to consider the following before taking official action:

1. The enclosed tabulation of all bids received on this project.
2. The low bid for the entire project is below the estimated cost of \$906,350.03. This estimate is confidential and is furnished for your information only.

Complete the blanks at the bottom of the resolution showing your official action and have the chairman of the board sign in the space provided. Return the original to the Department of Roads, Contract Lettings Section, and keep the copy for your records.

This resolution gives authority for your chairman to sign the contract(s) that will be mailed to you at a later date.

If you have any questions, call this office (402) 479-4525.

Sincerely,

Karen McCord
Highway Contracts Technician
Contract Lettings Section
Construction Division

KM/Z1-C

Xc: Jim Wilkinson
Thomas Goodbarn, District One Engineer
Highway Superintendent
File

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12
PAGE : 2

VENDOR RANKING

CALL ORDER : 100
LETTING DATE : 07/26/12
CONTRACT DESCRIPTION :
ON A COUNTY ROAD, SOUTHEAST OF MALCOLM

CONTRACT ID : 1864X
DISTRICT : 1

COUNTIES : LANCASTER

PROJECT(S) : BRO-7055(102)

VENDOR NO.	BID NOTES
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RANK	VENDOR NO./NAME		TOTAL BID	% OVER LOW BID
1	2860	COMMERCIAL CONSTRUCTION, INC.	\$ 810,838.28	100.0000%
2	0880	CHRISTENSEN BROS., INC.	\$ 814,952.49	100.5074%
3	0805	A.M. COHRON & SON, INC.	\$ 819,717.88	101.0951%
4	2853	SIMON CONTRACTORS AND SUBSIDIARIES	\$ 878,837.07	108.3862%
5	1742	HERBST CONSTRUCTION, INC.	\$ 899,712.15	110.9607%
6	2817	MCC, LLC	\$ 1,098,212.43	135.4416%

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12
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TABULATION OF BIDS

CALL ORDER : 100
LETTING DATE : 07/26/12 1:30 PM

CONTRACT ID : 1864X
DISTRICT : 1

COUNTIES : LANCASTER

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	(1) 2860 COMMERCIAL CONSTRUCTION, IN		(2) 0880 CHRISTENSEN BROS., INC.		(3) 0805 COHRON & SON, INC. (A. M.)		
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
SECTION 0001 GROUP 1 GRADING								
0001 0030.10 MOBILIZATION		LUMP	9000.00000	9000.00	2000.00000	2000.00	2000.00000	2000.00
0002 1000.00 LARGE TREE REMOVAL	13.000	EACH	25.00000	325.00	25.00000	325.00	25.00000	325.00
0003 1009.00 GENERAL CLEARING AND GRUBBING		LUMP	3200.00000	3200.00	3200.00000	3200.00	3200.00000	3200.00
0004 1010.01 EXCAVATION (ESTABLISHED QUANTITY)	9109.000	CY	7.00000	63763.00	7.00000	63763.00	6.76000	61576.84
0005 1011.00 WATER	26.000	MGAL	30.00000	780.00	30.00000	780.00	30.00000	780.00
0006 2009.51 CRUSHED ROCK EMBEDMENT	13.899	STA	205.00000	2849.30	210.00000	2918.79	205.00000	2849.30
0007 2010.08 CRUSHED ROCK SURFACE COURSE	640.000	TON	23.95000	15328.00	24.00000	15360.00	23.95000	15328.00
0008 L001.01 SEEDING, TYPE A	3.000	ACRE	675.50000	2026.50	700.00000	2100.00	750.00000	2250.00
0009 L006.00 COVER CROP SEEDING	4.000	ACRE	175.00000	700.00	180.00000	720.00	200.00000	800.00
0010 L019.13 EROSION CONTROL, CLASS 1D	6122.000	SY	1.29000	7897.38	1.30000	7958.60	1.25000	7652.50
0011 L021.51 EROSION CHECKS, TYPE WATTLE	312.000	LF	2.65000	826.80	2.70000	842.40	2.75000	858.00
0012 L022.11 FABRIC SILT FENCE-LOW POROSITY	944.000	LF	3.50000	3304.00	2.30000	2171.20	2.10000	1982.40
0013 L022.12 FABRIC SILT FENCE-HIGH POROSITY	124.000	LF	3.50000	434.00	3.50000	434.00	2.75000	341.00
0014 L032.75 MULCH	8.000	TON	135.00000	1080.00	140.00000	1120.00	180.00000	1440.00
SECTION TOTALS			\$	111,513.98	\$	103,692.99	\$	101,383.04
SECTION 0002 GROUP 4 CULVERTS								
0015 0030.40 MOBILIZATION		LUMP	2500.00000	2500.00	500.00000	500.00	2000.00000	2000.00
0016 4040.00 REMOVE HEADWALLS FROM CULVERTS	1.000	EACH	175.00000	175.00	180.00000	180.00	175.00000	175.00
0017 4043.00 REMOVE CULVERT PIPE	152.000	LF	4.25000	646.00	4.30000	653.60	4.25000	646.00

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12

PAGE : 100 -4

TABULATION OF BIDS

CALL ORDER : 100
 LETTING DATE : 07/26/12 1:30 PM

CONTRACT ID : 1864X
 DISTRICT : 1

COUNTIES : LANCASTER

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	(1) 2860 COMMERCIAL CONSTRUCTION, IN		(2) 0880 CHRISTENSEN BROS., INC.		(3) 0805 COHRON & SON, INC. (A. M.)	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0018 4050.01 EXCAVATION FOR PIPE, PIPE-ARCH CULVERTS AND HEADWALLS	493.000 CY	9.78000	4821.54	10.00000	4930.00	9.78000	4821.54
0019 4100.06 CLASS 47B-3000 CONCRETE FOR HEADWALL	3.990 CY	702.00000	2800.98	710.00000	2832.90	702.00000	2800.98
0020 4150.00 REINFORCING STEEL FOR HEADWALL	255.000 LB	1.15000	293.25	1.20000	306.00	1.15000	293.25
0021 P372.30 30" ROUND EQUIVALENT CULVERT PIPE, TYPE 2,4 OR 5	58.000 LF	39.04000	2264.32	40.00000	2320.00	39.04000	2264.32
0022 P402.24 24" CULVERT PIPE, TYPE 3,4,5 OR 6	90.000 LF	24.29000	2186.10	25.00000	2250.00	24.29000	2186.10
0023 P402.30 30" CULVERT PIPE, TYPE 3,4,5 OR 6	82.000 LF	35.95000	2947.90	36.00000	2952.00	35.95000	2947.90
0024 P500.36 36" CULVERT PIPE, TYPE 2,4,5,7 OR 8	216.000 LF	46.46000	10035.36	47.00000	10152.00	46.46000	10035.36
SECTION TOTALS		\$	28,670.45	\$	27,076.50	\$	28,170.45
SECTION 0003 GROUP 6 BRIDGE AT STA. 51+37.50 2-50' & 1-55' SPANS, PRESTRESSED GIRDER BRIDGE							
0025 0030.60 MOBILIZATION	LUMP	61000.00000	61000.00	50000.00000	50000.00	30939.04000	30939.04
0026 1043.50 RIPRAP FILTER FABRIC	1535.000 SY	2.25000	3453.75	2.00000	3070.00	3.17000	4865.95
0027 6000.10 ABUTMENT NO.1 EXCAVATION	5.000 LS	4000.00000	4000.00	2000.00000	2000.00	1850.00000	1850.00
0028 6000.11 ABUTMENT NO.2 EXCAVATION	5.000 LS	4000.00000	4000.00	2000.00000	2000.00	1850.00000	1850.00
0029 6001.50 BENT NO.1 EXCAVATION	50.000 LS	7600.00000	7600.00	15000.00000	15000.00	12500.00000	12500.00
0030 6001.51 BENT NO.2 EXCAVATION	50.000 LS	7600.00000	7600.00	15000.00000	15000.00	12500.00000	12500.00
0031 6010.22 CLASS 47B-3000 CONCRETE FOR BRIDGE	178.100 CY	360.00000	64116.00	380.00000	67678.00	385.00000	68568.50
0032 6010.26 CLASS 47BD-4000 CONCRETE FOR BRIDGE	133.900 CY	417.00000	55836.30	300.00000	40170.00	475.00000	63602.50
0033 6011.11 PRECAST/PRESTRESSED CONCRETE SUPERSTRUCTURE AT STATION 51+37.50	108.700 LS	116000.00000	116000.00	140000.00000	140000.00	140250.00000	140250.00

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12

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TABULATION OF BIDS

CALL ORDER : 100
LETTING DATE : 07/26/12 1:30 PMCONTRACT ID : 1864X
DISTRICT : 1

COUNTIES : LANCASTER

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		(1) 2860 COMMERCIAL CONSTRUCTION, IN		(2) 0880 CHRISTENSEN BROS., INC.		(3) 0805 COHRON & SON, INC. (A. M.)	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0034 6020.00 REINFORCING STEEL FOR BRIDGE	50140.0000	LB	0.820000	41114.80	0.800000	40112.00	0.820000	41114.80
0035 6040.00 REMOVE STRUCTURE AT STA. 51+50.50	1.0000	EACH	57000.000000	57000.00	40000.000000	40000.00	19465.000000	19465.00
0036 6052.55 ACCESS CROSSING		LUMP	0.000000	0.00	0.000000	0.00	16500.000000	16500.00
0037 6080.00 STRUCTURAL STEEL FOR SUBSTRUCTURE	9580.0000	LB	1.830000	17531.40	2.000000	19160.00	2.230000	21363.40
0038 6105.02 ROCK RIPRAP, TYPE B	1295.0000	TON	36.440000	47189.80	39.000000	50505.00	48.500000	62807.50
0039 6105.30 SALVAGING AND PLACING TOPSOIL ON RIPRAP	1535.0000	SY	4.880000	7490.80	2.000000	3070.00	4.380000	6723.30
0040 6210.14 HP 12 INCH X 53 LB STEEL PILING	2180.0000	LF	30.000000	65400.00	34.000000	74120.00	34.250000	74665.00
0041 6310.00 STEEL SHEET PILING SECTION TOTALS	4438.0000	SF	16.000000	71008.00	18.000000	79884.00	15.500000	68789.00
			\$	630,340.85	\$	641,769.00	\$	648,353.99
SECTION 0004 GROUP 7 GUARDRAIL								
0042 0030.70 MOBILIZATION		LUMP	600.000000	600.00	600.000000	600.00	1500.000000	1500.00
0043 7011.20 W-BEAM GUARDRAIL	75.0000	LF	16.000000	1200.00	16.000000	1200.00	16.000000	1200.00
0044 7020.00 BRIDGE APPROACH SECTIONS	4.0000	EACH	1900.000000	7600.00	1900.000000	7600.00	1900.000000	7600.00
0045 7021.47 MELT SECTION TOTALS	4.0000	EACH	1900.000000	7600.00	1900.000000	7600.00	1900.000000	7600.00
			\$	17,000.00	\$	17,000.00	\$	17,900.00
SECTION 0005 GROUP 10 GENERAL ITEMS								
0046 0001.10 BARRICADE, TYPE III	3408.0000	BDAY	3.500000	11928.00	3.000000	10224.00	1.300000	4430.40
0047 0001.90 SIGN DAY	5082.0000	EACH	0.100000	508.20	0.200000	1016.40	1.500000	7623.00
0048 0001.99 CONTRACTOR FURNISHED SIGN DAY	618.0000	EACH	0.100000	61.80	0.200000	123.60	1.500000	927.00
0049 0030.00 MOBILIZATION		LUMP	2000.000000	2000.00	3000.000000	3000.00	1500.000000	1500.00

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NEBRASKA DEPARTMENT OF ROADS

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TABULATION OF BIDS

CALL ORDER : 100
LETTING DATE : 07/26/12 1:30 PM

CONTRACT ID : 1864X
DISTRICT : 1

COUNTIES : LANCASTER

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	(1) 2860 COMMERCIAL CONSTRUCTION, IN		(2) 0880 CHRISTENSEN BROS., INC.		(3) 0805 COHRON & SON, INC. (A. M.)	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0050 9110.01 RENTAL OF LOADER, FULLY OPERATED	15.000 HOUR	80.00000	1200.00	120.00000	1800.00	82.00000	1230.00
0051 9110.03 RENTAL OF DUMP TRUCK, FULLY OPERATED	15.000 HOUR	80.00000	1200.00	100.00000	1500.00	70.00000	1050.00
0052 9110.07 RENTAL OF SKID LOADER, FULLY OPERATED	15.000 HOUR	65.00000	975.00	100.00000	1500.00	60.00000	900.00
0053 9110.27 RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	15.000 HOUR	100.00000	1500.00	140.00000	2100.00	105.00000	1575.00
0054 L022.75 TEMPORARY SILT CHECK	500.000 LF	2.40000	1200.00	2.50000	1250.00	2.75000	1375.00
0055 L022.90 TEMPORARY SILT FENCE	500.000 LF	2.35000	1175.00	2.40000	1200.00	2.75000	1375.00
0056 L022.92 TEMPORARY EARTH CHECK	500.000 LF	2.75000	1375.00	3.00000	1500.00	2.75000	1375.00
0057 L032.70 TEMPORARY MULCH	2.000 TON	95.00000	190.00	100.00000	200.00	275.00000	550.00
SECTION TOTALS		\$	23,313.00	\$	25,414.00	\$	23,910.40
CONTRACT TOTALS		\$	810,838.28	\$	814,952.49	\$	819,717.88

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12

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TABULATION OF BIDS

CALL ORDER : 100
LETTING DATE : 07/26/12 1:30 PM

CONTRACT ID : 1864X
DISTRICT : 1

COUNTIES : LANCASTER

		(4) 2853 SIMON CONTRACTORS AND SUBSI		(5) 1742 HERBST CONSTRUCTION, INC.		(6) 2817 MCC, LLC			
LINE NO / ITEM CODE / ALT	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
SECTION 0001 GROUP 1 GRADING									
0001	0030.10 MOBILIZATION		LUMP	800.00000	800.00	2000.00000	2000.00	6000.00000	6000.00
0002	1000.00 LARGE TREE REMOVAL	13.000	EACH	30.00000	390.00	100.00000	1300.00	25.00000	325.00
0003	1009.00 GENERAL CLEARING AND GRUBBING		LUMP	3500.00000	3500.00	4000.00000	4000.00	3500.00000	3500.00
0004	1010.01 EXCAVATION (ESTABLISHED QUANTITY)	9109.000	CY	7.50000	68317.50	7.00000	63763.00	7.25000	66040.25
0005	1011.00 WATER	26.000	MGAL	30.00000	780.00	30.00000	780.00	30.00000	780.00
0006	2009.51 CRUSHED ROCK EMBEDMENT	13.899	STA	230.00000	3196.77	205.00000	2849.30	215.00000	2988.29
0007	2010.08 CRUSHED ROCK SURFACE COURSE	640.000	TON	26.50000	16960.00	23.95000	15328.00	25.60000	16384.00
0008	L001.01 SEEDING, TYPE A	3.000	ACRE	1100.00000	3300.00	1400.00000	4200.00	722.00000	2166.00
0009	L006.00 COVER CROP SEEDING	4.000	ACRE	220.00000	880.00	300.00000	1200.00	187.00000	748.00
0010	L019.13 EROSION CONTROL, CLASS 1D	6122.000	SY	1.60000	9795.20	1.20000	7346.40	1.35000	8264.70
0011	L021.51 EROSION CHECKS, TYPE WATTLE	312.000	LF	3.40000	1060.80	3.10000	967.20	2.85000	889.20
0012	L022.11 FABRIC SILT FENCE-LOW POROSITY	944.000	LF	3.40000	3209.60	3.00000	2832.00	2.40000	2265.60
0013	L022.12 FABRIC SILT FENCE-HIGH POROSITY	124.000	LF	3.40000	421.60	3.00000	372.00	3.75000	465.00
0014	L032.75 MULCH	8.000	TON	110.00000	880.00	200.00000	1600.00	144.00000	1152.00
SECTION TOTALS				\$ 113,491.47		\$ 108,537.90		\$ 111,968.04	
SECTION 0002 GROUP 4 CULVERTS									
0015	0030.40 MOBILIZATION		LUMP	550.00000	550.00	700.00000	700.00	535.00000	535.00
0016	4040.00 REMOVE HEADWALLS FROM CULVERTS	1.000	EACH	200.00000	200.00	175.00000	175.00	190.00000	190.00
0017	4043.00 REMOVE CULVERT PIPE	152.000	LF	5.00000	760.00	4.25000	646.00	4.55000	691.60

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12

TABULATION OF BIDS

PAGE : 100 -8

CALL ORDER : 100
 LETTING DATE : 07/26/12 1:30 PM

CONTRACT ID : 1864X
 DISTRICT : 1

COUNTIES : LANCASTER

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	(4) 2853 SIMON CONTRACTORS AND SUBSI		(5) 1742 HERBST CONSTRUCTION, INC.		(6) 2817 MCC, LLC	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0018 4050.01 EXCAVATION FOR PIPE, PIPE-ARCH CULVERTS AND HEADWALLS	493.000 CY	11.00000	5423.00	10.00000	4930.00	10.40000	5127.20
0019 4100.06 CLASS 47B-3000 CONCRETE FOR HEADWALL	3.990 CY	800.00000	3192.00	800.00000	3192.00	750.00000	2992.50
0020 4150.00 REINFORCING STEEL FOR HEADWALL	255.000 LB	1.30000	331.50	1.15000	293.25	1.25000	318.75
0021 P372.30 30" ROUND EQUIVALENT CULVERT PIPE, TYPE 2,4 OR 5	58.000 LF	43.00000	2494.00	40.00000	2320.00	41.80000	2424.40
0022 P402.24 24" CULVERT PIPE, TYPE 3,4,5 OR 6	90.000 LF	27.00000	2430.00	25.00000	2250.00	26.00000	2340.00
0023 P402.30 30" CULVERT PIPE, TYPE 3,4,5 OR 6	82.000 LF	40.00000	3280.00	40.00000	3280.00	38.50000	3157.00
0024 P500.36 36" CULVERT PIPE, TYPE 2,4,5,7 OR 8	216.000 LF	51.50000	11124.00	47.00000	10152.00	50.00000	10800.00
SECTION TOTALS		\$	29,784.50	\$	27,938.25	\$	28,576.45
SECTION 0003 GROUP 6 BRIDGE AT STA. 51+37.50 2-50' & 1-55' SPANS, PRESTRESSED GIRDER BRIDGE							
0025 0030.60 MOBILIZATION	LUMP	55000.00000	55000.00	65000.00000	65000.00	85000.00000	85000.00
0026 1043.50 RIPRAP FILTER FABRIC	1535.000 SY	2.70000	4144.50	3.00000	4605.00	3.00000	4605.00
0027 6000.10 ABUTMENT NO.1 EXCAVATION	5.000 LS	1500.00000	1500.00	5500.00000	5500.00	7200.00000	7200.00
0028 6000.11 ABUTMENT NO.2 EXCAVATION	5.000 LS	1500.00000	1500.00	5500.00000	5500.00	7200.00000	7200.00
0029 6001.50 BENT NO.1 EXCAVATION	50.000 LS	11000.00000	11000.00	15000.00000	15000.00	60000.00000	60000.00
0030 6001.51 BENT NO.2 EXCAVATION	50.000 LS	11000.00000	11000.00	15000.00000	15000.00	60000.00000	60000.00
0031 6010.22 CLASS 47B-3000 CONCRETE FOR BRIDGE	178.100 CY	420.00000	74802.00	400.00000	71240.00	950.00000	169195.00
0032 6010.26 CLASS 47BD-4000 CONCRETE FOR BRIDGE	133.900 CY	530.00000	70967.00	340.00000	45526.00	625.00000	83687.50
0033 6011.11 PRECAST/PRESTRESSED CONCRETE SUPERSTRUCTURE AT STATION 51+37.50	108.700 LS	140000.00000	140000.00	146000.00000	146000.00	130000.00000	130000.00

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12

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TABULATION OF BIDS

CALL ORDER : 100
LETTING DATE : 07/26/12 1:30 PM

CONTRACT ID : 1864X
DISTRICT : 1

COUNTIES : LANCASTER

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		(4) 2853 SIMON CONTRACTORS AND SUBSI		(5) 1742 HERBST CONSTRUCTION, INC.		(6) 2817 MCC, LLC	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0034 6020.00 REINFORCING STEEL FOR BRIDGE	50140.000	LB	0.93000	46630.20	0.75000	37605.00	0.75000	37605.00
0035 6040.00 REMOVE STRUCTURE AT STA. 51+50.50	1.000	EACH	9500.00000	9500.00	55000.00000	55000.00	65000.00000	65000.00
0036 6052.55 ACCESS CROSSING		LUMP	12000.00000	12000.00	8000.00000	8000.00	0.00000	0.00
0037 6080.00 STRUCTURAL STEEL FOR SUBSTRUCTURE	9580.000	LB	2.60000	24908.00	3.00000	28740.00	2.50000	23950.00
0038 6105.02 ROCK RIPRAP, TYPE B	1295.000	TON	42.50000	55037.50	40.00000	51800.00	38.00000	49210.00
0039 6105.30 SALVAGING AND PLACING TOPSOIL ON RIPRAP	1535.000	SY	5.40000	8289.00	5.00000	7675.00	1.00000	1535.00
0040 6210.14 HP 12 INCH X 53 LB STEEL PILING	2180.000	LF	41.00000	89380.00	34.00000	74120.00	26.50000	57770.00
0041 6310.00 STEEL SHEET PILING	4438.000	SF	17.25000	76555.50	18.00000	79884.00	17.00000	75446.00
SECTION TOTALS			\$	692,213.70	\$	716,195.00	\$	917,403.50
SECTION 0004 GROUP 7 GUARDRAIL								
0042 0030.70 MOBILIZATION		LUMP	700.00000	700.00	700.00000	700.00	600.00000	600.00
0043 7011.20 W-BEAM GUARDRAIL	75.000	LF	18.00000	1350.00	16.00000	1200.00	16.00000	1200.00
0044 7020.00 BRIDGE APPROACH SECTIONS	4.000	EACH	2100.00000	8400.00	1900.00000	7600.00	1900.00000	7600.00
0045 7021.47 MELT	4.000	EACH	2100.00000	8400.00	1900.00000	7600.00	1900.00000	7600.00
SECTION TOTALS			\$	18,850.00	\$	17,100.00	\$	17,000.00
SECTION 0005 GROUP 10 GENERAL ITEMS								
0046 0001.10 BARRICADE, TYPE III	3408.000	BDAY	2.80000	9542.40	2.00000	6816.00	2.68000	9133.44
0047 0001.90 SIGN DAY	5082.000	EACH	0.15000	762.30	1.75000	8893.50	0.11000	559.02
0048 0001.99 CONTRACTOR FURNISHED SIGN DAY	618.000	EACH	0.15000	92.70	1.75000	1081.50	0.11000	67.98
0049 0030.00 MOBILIZATION		LUMP	2000.00000	2000.00	2000.00000	2000.00	2000.00000	2000.00

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12

PAGE : 100 -10

TABULATION OF BIDS

CALL ORDER : 100
LETTING DATE : 07/26/12 1:30 PM

CONTRACT ID : 1864X
DISTRICT : 1

COUNTIES : LANCASTER

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		(4) 2853 SIMON CONTRACTORS AND SUBSI		(5) 1742 HERBST CONSTRUCTION, INC.		(6) 2817 MCC, LLC	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0050 9110.01 RENTAL OF LOADER, FULLY OPERATED	15.000	HOUR	90.00000	1350.00	70.00000	1050.00	125.00000	1875.00
0051 9110.03 RENTAL OF DUMP TRUCK, FULLY OPERATED	15.000	HOUR	85.00000	1275.00	70.00000	1050.00	90.00000	1350.00
0052 9110.07 RENTAL OF SKID LOADER, FULLY OPERATED	15.000	HOUR	75.00000	1125.00	60.00000	900.00	110.00000	1650.00
0053 9110.27 RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	15.000	HOUR	110.00000	1650.00	110.00000	1650.00	135.00000	2025.00
0054 L022.75 TEMPORARY SILT CHECK	500.000	LF	4.00000	2000.00	3.50000	1750.00	2.55000	1275.00
0055 L022.90 TEMPORARY SILT FENCE	500.000	LF	4.00000	2000.00	4.00000	2000.00	2.50000	1250.00
0056 L022.92 TEMPORARY EARTH CHECK	500.000	LF	4.00000	2000.00	5.00000	2500.00	3.75000	1875.00
0057 L032.70 TEMPORARY MULCH	2.000	TON	350.00000	700.00	125.00000	250.00	102.00000	204.00
SECTION TOTALS			\$	24,497.40	\$	29,941.00	\$	23,264.44
CONTRACT TOTALS			\$	878,837.07	\$	899,712.15	\$	1,098,212.43



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ROADS
Monty W. Fredrickson, P.E., Director
1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759
Phone (402) 471-4567 • FAX (402) 479-4325 • www.dor.state.ne.us

August 15, 2012

RECEIVED

AUG 20 2012

LANCASTER COUNTY
CLERK

3055
COUNTY CLERK
COUNTY OF LANCASTER
555 S 10TH ST
LINCOLN, NE. 68508

To Whom It May Concern:

We have enclosed the original contract and the Purchasing Agent Appointment for the following Project:

Project(s): BRO-7055(102)
Location: ON A COUNTY ROAD, SOUTHEAST OF MALCOLM
Control No(s): 12864
Letting Date: 7/26/2012
Award Date: 8/8/2012
County(ies): LANCASTER
Type of Work: GROUP 1, GROUP 4, GROUP 6, GROUP 7, GROUP 10

Please have the Chairman of the Board of County Commissions sign as indicated by the red check mark. Also enclosed is the Purchasing Agent Appointment, please sign and date where indicated. **The effective date on the Purchasing Agent Appointment should be the same date as the date you sign the Appointment.** Return all documents to this office.

SIGNING OF THE ENCLOSED CONTRACT DOES NOT REQUIRE ANOTHER OFFICIAL ACTION BY YOUR BODY. IT REQUIRES ONLY THE SIGNATURE OF THE PERSON AUTHORIZED BY YOUR BODY TO SIGN THE CONTRACT.

The Department's legal staff has advised that official action by your body was taken when you approved the resolution sent to you after the letting. Such duplication in the past has caused substantial time delays in the execution of the contract.

We will date the contract. After we finish processing these documents, a copy will be sent to you for your files.

Sincerely,

Department of Roads

Karen McCord

Karen McCord
Highway Contracts Technician
Contract Lettings Section
Construction Division

CC: Jim Wilkinson
County Highway Superintendent

Enclosures

Letting: 12072601
Call: 100
Contract ID: 1864X

Project No.: BRO-7055(102)

NEBRASKA
LOCAL PUBLIC AGENCY
CONTRACT AND BOND
CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **COUNTY OF LANCASTER** of the State of Nebraska, hereafter referred to as party of the first part or Owner, and **COMMERCIAL CONSTRUCTION, INC.** of **LINCOLN, NE**, party of the second part:

WITNESSETH: That the party of the second part, for and in consideration of the sum of **EIGHT HUNDRED TEN THOUSAND, EIGHT HUNDRED THIRTY EIGHT AND 28/100 DOLLARS** payable as set forth in the specifications constituting a part of this contract, hereby agrees to perform in accordance with the plans, specifications, and special provisions therefore, and in the location designated in the proposal form, the various groups of work, including all items contained in each specified group, awarded said party of the second part on the **8th day of August, 2012**, as follows: being groups numbered **GROUP 1, GROUP 4, GROUP 6, GROUP 7, GROUP 10** on project number **BRO-7055(102)** in **LANCASTER** County(ies) in Nebraska as shown in the schedule of prices bid in the attached proposal which is a part of this contract.

That it is mutually understood and agreed by the parties hereto that the general and detailed plans, the Standard Specifications for Highway Construction of the Department of Roads of the State of Nebraska, which are on file in the office of the Department at Lincoln; the contractor's bond; the proposal; all special provisions; and all supplemental agreements are a part of this contract.

That it is mutually understood and agreed by the parties that federal funds are a part of the financing of this project and that the parties must meet all laws, specifications, criteria, special provisions and requirements established by the Federal Highway Administration for the use of federal funds. Therefore, the parties agree that since the federal government has made the State of Nebraska, Department of Roads its agent for the purposes of overseeing the project for protection of the federal contributions, the State of Nebraska, Department of Roads shall have the same rights as the Owner and federal government in protection of their funding.

It is understood and agreed by the parties that the State of Nebraska, Department of Roads is involved in this project only as a conduit and steward of federal and/or state funds. If a dispute arises between the parties they shall seek their remedies against each other or the federal government and shall hold the State of Nebraska, Department of Roads harmless from suit under this contract.

The party of the second part expressly warrants that he/she has employed no third person to solicit or obtain this contract in his/her behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, and that he/she has not paid, or promised or agreed to pay, to any third person in consideration of such procurement, or in compensation for services in connection herewith, any brokerage, commission, or percentage upon the amount to be received by him/her hereunder, and that he/she has not, in estimating the contract price demanded by him/her, included any sum by reason of any such brokerage, commission or percentage, and that all moneys payable to him/her hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He/She further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the party of the first part and that the said party of the first part may retain for its own use, from any sums due or to become due hereunder, an amount equal to any brokerage, commission, or percentage, so paid or agreed to be paid.

That the party of the second part further agrees to pay all laborers and mechanics for labor that shall be performed and pay for all material, supplies and equipment which is used or rented in performing the contract, and pay to the Unemployment Compensation Fund of the State of Nebraska the unemployment contributions and interest due under provisions of the Nebraska Employment Security Law on wages paid to individuals employed in the performance of this contract.

All work required in carrying out this contract shall be performed in compliance with the laws of the State of Nebraska.

The party of the second part further agrees to perform the work under the supervision of the Owner. The administrator of the Federal Highway Administration or his/her authorized agent, including the State of Nebraska, Department of Roads shall have the right at all times, but not the duty, to inspect the work for eligibility for federal funding in accordance with the laws of the State of Nebraska, and the rules and regulations of the Administrator of the Federal Highway Administration of the United States, for the purpose of carrying out the provisions of Title 23, United States Code, as amended and supplemented (*Federal Aid Highway Acts*).

Letting: 12072601
Call: 100
Contract ID: 1864X

Project No.: BRO-7055(102)

That in consideration of the foregoing, the parties understand that when the Owner authorizes payment(s) the Owner will see that prompt payment is made by the State of Nebraska, Department of Roads on behalf of the Owner and the Federal Highway Administration of the amounts set forth herein, subject to the conditions set forth in this contract, or any part thereof, as herein described.

It is further expressly understood and agreed that time is of the essence to this contract and that failure to complete the work before the expiration of the time allowance fixed in this contract, or after the expiration of such additional time as may be allowed by the Owner, would cause loss and expense to the party of the first part and such loss and expense would be uncertain in itself and unsusceptible of certain computation. It also is understood and agreed that failure to comply with this contract, in some manner other than failure to comply with the fixed time allowance, would cause damage that would be difficult to compute with certainty. Therefore, the party of the second part expressly agrees and promises to pay as reasonable liquidated damages such liquidated damages as are provided for in this contract. It is further understood and agreed that the Owner shall have the right to deduct from any moneys due to the party of the second part the amount of liquidated damages caused to be owing by failure to comply with this contract; or the Owner shall have the right to recover such liquidated damages from the party of the second part, from the surety, or from both the party of the second part and the surety, or may deduct part of such liquidated damages as are owing and recover the balance from the party of the second part, the surety, or both the party of the second part and the surety.

It is further understood and agreed that the party of the second part shall not do any work or furnish any materials not covered and authorized by this contract, unless ordered in writing by the Owner. Any such work may be done or any such materials which may be furnished by the party of the second part without such written order, first being given, shall be at his/her own risk, cost and expense; and the party of the second part hereby covenants and agrees that he/she shall make no claim for compensation for any work so done or any materials so furnished.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purpose herein expressed, to this and one other instrument(s) of like tenor, this _____ day of _____, 20____.

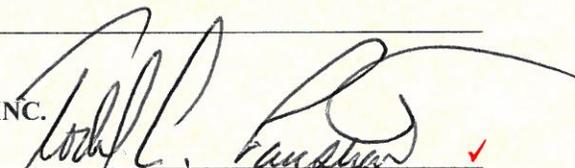
COUNTY OF LANCASTER



Mayor, Chairperson of the Board, or Chief Executive Officer

Party
of the
First Part
or Owner

COMMERCIAL CONSTRUCTION, INC.



Principal (Signature)

Todd L. Pastorian

Principal (Printed Name)

Party
of the
Second
Part

President Bridge Div.

Title

47-080-4896
Federal ID Number

Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

PURCHASING AGENT APPOINTMENT					
Name and Address of Prime Contractor			Name and Address of Governmental Unit or Exempt Organization		
Name COMMERCIAL CONSTRUCTION, INC.			Name County of Lancaster		
Street or Other Mailing Address 555 W SOUTH ST			Street or Other Mailing Address 555 South 10 th Street		
City LINCOLN	State NE	Zip Code 68501-3558	City Lincoln	State NE	Zip Code 68508
Name and Location of Project			Appointment Information		
Name BRO-7055(102) in LANCASTER COUNTY			Effective Date		
Street or Other Mailing Address			Expiration Date 1/31/2014		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only) NA		
Identify Project BRO-7055(102) ON A COUNTY ROAD, SOUTHEAST OF MALCOLM					

The undersigned governmental unit or exempt organization appoints the above-named contractor and the contractor's delegated subcontractors as its agent to purchase and pay for building materials that will be annexed to real estate by them into the tax exempt construction project stated above.

**sign
here** ▶


Authorized Signature of Governmental Unit or Exempt Organization

County Board Chair 8/21/12 x
Title Date

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY			
Name and Address of Subcontractor			Delegation Information
Name			Effective Date
Street or Other Mailing Address			Expiration Date
City	State	Zip Code	Portion of Project

The undersigned prime contractor hereby delegates authority to act as the purchasing agent of the named governmental unit or exempt organization to the above-named subcontractor.

**sign
here** ▶

Signature of Prime Contractor or Authorized Representative

Title

Date

INSTRUCTIONS

WHO MUST FILE. Any governmental unit or organization that is exempt from sales and use tax may appoint as its agent a prime contractor to purchase building materials and/or fixtures that will be annexed to property that belongs to or will belong to the governmental unit or exempt organization pursuant to a construction contract with the governmental unit or exempt organization. The appointment of the prime contractor as its agent is completed by issuing a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to the prime contractor. The Form 17 is required to be given to the contractor **BEFORE** he or she annexes building materials. The governmental unit or exempt organization must identify the project (e.g., east wing, chapel construction, or new school auditorium). Most nonprofit organizations are NOT exempt from sales tax in Nebraska. In addition, not all governmental units are exempt from Nebraska sales

tax. Refer to [Contractor Information](#) on our Web site for additional information on exempt entities. A contractor can confirm the exempt status of a governmental unit or exempt organization by contacting the Nebraska Department of Revenue.

The exemption from the payment of the Nebraska and local option sales and use taxes only applies if the governmental unit or exempt organization directly, or through its contractor, pays for the building materials. **IMPORTANT NOTE:** When an organization that requires licensure in order to be exempt (i.e., nonprofit hospitals), but is not licensed at the time of the construction project, the exempt organization **CANNOT** issue either a purchasing agent appointment or an exemption certificate. If the exempt organization becomes licensed upon completion of the project, it may apply for a refund of the tax paid or collected by the contractors.

WHEN TO FILE. A prime contractor engaging in a construction project with a governmental unit or exempt organization must receive a properly completed and signed Form 17 **BEFORE** any building materials are annexed. If Form 17 is not issued, the contractor must pay the sales and use taxes and the governmental unit or exempt organization may obtain a refund of the taxes paid by the contractor.

WHERE TO FILE. A copy of the completed form should be retained by the governmental unit or exempt organization issuing the Form 17. The original is to be retained by the prime contractor. Copies of this form must be made by the prime contractor for delegation purposes to any subcontractors working on the project identified on this form.

APPOINTMENT INFORMATION. Enter the dates the purchasing agent appointment will become effective and when it will expire. This appointment will not allow any purchases without payment of the tax by the prime contractor or subcontractor before the effective date or after the expiration date. The dates the delegation becomes effective and the expiration dates must be completed. The phrase "upon completion" or similar phrase is not acceptable as an expiration date. The governmental unit or exempt organization may need to issue another Form 17 if the project is not completed within the prior "effective" and "expiration" dates. Exempt organizations must enter their Nebraska Sales and Use Tax Exemption number.

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY. The prime contractor may delegate his or her authority to act as the purchasing agent of the governmental unit or exempt organization to a subcontractor. The prime contractor must complete his or her copy of Form 17 for each subcontractor who is delegated authority to act as a purchasing agent. Reproductions of this delegation must be provided to the subcontractor, who must retain a copy for his or her records, and to the governmental unit or exempt organization.

Enter the dates the delegation of the subcontractor will become effective, when it will expire, and the portion of the project delegated. This delegation will not allow any purchases without payment of the tax by the subcontractor before the delegation date or after the expiration date. Any further delegation from a subcontractor to additional subcontractors must be delegated by providing a copy of the Form 17 that they received from the prime contractor and attaching it to a separate Form 17 with any further delegation to other subcontractors. The purchasing agent appointment is limited to the contractor's purchase of building materials and/or fixtures for the specific project and is only valid during the appointment dates shown on the Form 17.

EXEMPT SALE CERTIFICATE. A prime contractor who has been appointed to act as a purchasing agent by a governmental unit or exempt organization, and who hires a subcontractor operating as an Option 1 contractor, must provide to that subcontractor a completed copy of Form 17 and a [Nebraska Resale or Exempt Sale Certificate, Form 13](#), with Section C, Part 2, completed. The subcontractor will retain these forms in his or her records, and will not charge the

contractor sales tax on any portion of the invoice involving the annexation of materials to the specific project identified on the Form 17. If these forms are not provided to the subcontractor operating under Option 1, the subcontractor must collect and remit sales tax on the charge for the separately stated building materials portion of the invoice. If the Option 1 subcontractor does not separately state the charge for the building materials from contractor labor, then the entire charge is taxable to the prime contractor.

Contractors operating under Option 2 (maintaining a tax-paid inventory) who have been issued a Form 17 from a governmental unit or an exempt organization, must furnish each vendor a copy of the Form 17 and a Form 13, completing Section C, Part 2, when purchasing building materials that will be annexed to real estate. Forms 13 and 17 must be retained with the vendor's and contractor's records for audit purposes. A contractor or subcontractor may reproduce copies of these documents which will be furnished to the vendors for each invoice or order made by them.

Invoices from vendors for the purchase of building materials by the contractor as purchasing agent, or the authorized subcontractor, must clearly identify that such purchase is for the specific Form 17 project.

CREDIT/REFUND OF SALES AND USE TAX. A contractor or subcontractor who has been appointed as a purchasing agent before any materials are annexed, may withdraw sales or use tax-paid materials from inventory that will be annexed to real estate or used to repair property annexed to real estate and receive a credit for the sales or use tax amount previously paid on those materials.

The contractor or subcontractor may take a credit either against his or her current tax liability, or file a [Claim for Overpayment of Sales and Use Tax, Form 7](#), and receive a refund of the sales or use tax paid on those materials.

TOOLS, EQUIPMENT, AND SUPPLIES. The purchase, rental, or lease of tools, supplies, or equipment (i.e., scaffolding, barricades, machinery, etc.) by a contractor for use in the completion of an exempt project CANNOT be purchased tax free, even if the contractor has been issued a Form 17. These items do not become annexed to the real estate.

OPTION 1 CONTRACTOR ONLY. If an Option 1 contractor is the **only** contractor involved in performing work for a governmental unit or exempt organization, a Form 17 is NOT required. The Option 1 contractor must only obtain a Form 13, Section B, from the exempt project owner.

PENALTY. Any person who signs this document with the intent to evade payment of tax is liable for the sales and use tax, interest, and penalty, and may be found guilty of a misdemeanor.

AUTHORIZED SIGNATURE. The purchasing agent appointment must be signed by an officer of the exempt organization or proper government official. The delegation of prime contractor's authority must be signed by the owner, partner, corporate officer, or other individual authorized to sign by a power of attorney on file with the
Nebraska Department of Revenue.