

**BOARD OF COMMISSIONERS  
SARPY COUNTY, NEBRASKA**

**RESOLUTION AWARDING BID FOR STRIPING OF COUNTY ROADS AND VARIOUS CITY STREETS  
INCLUDING ROADS IN CASS COUNTY AND IN THE CITIES OF BELLEVUE, PAPIILLION, LA VISTA,  
AND GRETNA IN SARPY COUNTY, AND IN THE CITY OF RALSTON IN DOUGLAS COUNTY**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 1997), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for this matter have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

- (1) The low bid of Vogel Traffic Services, Inc. for Striping of Sarpy County Roads and Various City Streets including roads within Cass County, and in the Cities of Bellevue, Papillion, LaVista, Ralston, and Gretna for the base unit price of \$12.75 per gallon for County Roads and \$17.75 per gallon for City Roads is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

Dated this 7<sup>th</sup> day of April, 2009.

Moved by Rich Jansen, and seconded by Tom Richards, that the above Resolution be adopted. Carried.

YEAS:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

NAYS:

none  
 \_\_\_\_\_  
 \_\_\_\_\_

ABSENT:

none  
 \_\_\_\_\_  
 \_\_\_\_\_

ABSTAIN:

none  
 \_\_\_\_\_  
 \_\_\_\_\_

Attest:

Approved As To Form:

[Signature]  
 County Clerk

SEAL

[Signature]  
 Deputy County Attorney

# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE  
SUITE 1129  
PAPILLION, NE 68046-2845  
FAX (402) 593-4304



Brian E. Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Assistant Purchasing Agent  
(402) 593-4164  
Beth Cunard, Purchaser/Contract Specialist  
(402) 593-4476  
Lois Spethman, Supply Clerk/Purchaser  
(402) 593-2102

## MEMO

To: Sarpy County Board of Commissioners

From: Beth Cunard

Re: Award of Striping of County Roads and Various City Streets

On March 23, 2009, two (2) bids were opened for the striping of Sarpy County Roads and various city streets including roads within Cass County and the Cities of Bellevue, Papillion, LaVista, Ralston and Gretna. The bids were reviewed by the Highway Department and myself.

It is recommended that the low base bid of Vogel Traffic Services, Inc. of \$12.75 per gallon for County roads and \$17.75 per gallon for City roads be accepted. The current contract with Vogel Traffic Services has a price of \$12.50 per gallon for County roads and \$17.50 per gallon for City roads. The Cities are under no obligation to use the selected contractor. A recommendation from Bill Herr and a bid tabulation are attached.

If you have any questions, please feel free to contact me at 593-4476.

March 25, 2009

  
Beth Cunard

cc: Deb Houghtaling  
Mark Wayne  
Brian Hanson  
Scott Bovick  
Tom Lynam  
Bill Herr  
Rich Weber

# THOMAS A. LYNAM

SARPY COUNTY SURVEYOR

• 15100 SOUTH 84th STREET • PAILLION, NEBRASKA 68046 • 402.339.4606 • FAX: 402.339.6555 •

## Memo

**To:** Sarpy County Board of Commissioners  
**From:** Tom Lynam, Sarpy County Surveyor *TAL*  
**Date:** March 30, 2009  
**Subject:** Approval of Bid on Striping of County Roads and Various City Streets.

I recommend approval of the Low Bid for the above mentioned project, submitted by Voge Traffic Services for the amount of (\$12.75) per Gallon for the County Roads and for (\$17.75) per Gallon for the City Streets including two (2) one (1) year option periods.

If you have any questions, please feel free to contact me.

• SARPY COUNTY SURVEYOR'S OFFICE AND HIGHWAY DEPARTMENT •

Striping of Sarpy County Roads  
and Various City Streets

Open:  
3:00 p.m. Tuesday  
March 24, 2009

		Miktom		Vogel Traffic Services	
<b>Base Bid</b>					
<b>Roads to be Striped</b>	<b>Est. Quantity</b>	<b>Unit Price - Per Gallon</b>	<b>Extended Price</b>	<b>Unit Price - Per Gallon</b>	<b>Extended Price</b>
County Roads	442 Miles		\$0.00	\$12.75	\$115,527.75
City Streets	147 Miles		\$0.00	\$17.75	\$53,489.63
<b>Base Bid Total</b>			<b>NO BID</b>		<b>\$169,017.38</b>
<b>Option 1 - All Weather Paint</b>					
County Roads	442 Miles		\$0.00		\$0.00
City Streets	147 Miles		\$0.00		\$0.00
<b>Option 1 Total</b>			<b>NO BID</b>		<b>NO BID</b>
*Extended price based on 20.5 gallons per mile					

Bid Form			
Base Bid			
Roads to be Striped	Est. Quantity	Unit Price - Per Gallon	Extended Price
1. County Roads	442 miles	\$ 12.75 per gallon	\$
2. City Streets	147 miles	\$ 17.75 per gallon	\$
Option 1 - All Weather Paint			
Roads to be Striped	Est. Quantity	Unit Price - Per Gallon	Extended Price
1. County Roads	442 miles	\$ No Bid	\$
2. City Streets	147 miles	\$ No Bid	\$

**NOTE: The start date for the striping of the Sarpy County Roads will be NO LATER THAN JUNE 15, 2009, weather permitting. 100% to be painted by July 17, 2009.**

If notified of acceptance of this proposal and Contract award within thirty (30) days after date stated for receipt of bids, the undersigned agrees to execute a Contract for the above named work and the above stated consideration, the form required, within ten (10) days of such notification; to commence the work as soon as practical, and to complete the Contract within **twenty-one (21) working days** from the date execution of the Contract, no later than July 17, 2009.

The successful Vendor shall be required to furnish a performance bond, said bond shall be in the amount of \$110.00 based on estimated quantities, written by a Surety licensed to be business in the State of Nebraska. Said performance bond shall be provided to the Sarpy County Clerk ten (10) days after execution of contract documents and bid award. Bond may be secured through the Vendor's usual sources.

Total base bid shall be the basis for establishing the amount of the Performance Bond in this Contract. The Total Base Bid is based on the quantities shown in the Proposal Form and on the dimensions shown on the Plans where specific quantities are not itemized, and are subject to additions or reductions according to the actual construction quantities as determined by the Engineer. Any such change orders shall be made by and become a part of the Engineers Certified Progress Statement(s) of work in progress as well as final completed construction (Project Completion Reports(s)).

The undersigned has carefully checked the bid blank quantities against the Specifications before preparing this Proposal and accepts the said quantities and amounts, as correctly listing the complete work to be done in accordance with the Specifications.

The County Board reserves the right to waive informalities and irregularities and to award bids which furnish the material and construction that, in their opinion, will serve in the best interest of the County or to reject any/or all bids.

**CONTRACTOR** Vogel Traffic Services, Inc.

**Company Information:**

Years in Business: 24 years

# of employees: 12

Total sales last 3 years: 2008 - 3.8 million

2007 - 2.8 million

2006 - 4.9 million

**References:**

Company Name: Cedar County

Address: 400 Cedar Street, Tipton, IA 52772

Contact Name: Robert Fangman Phone Number: 563-886-6102

Fax Number: 563-886-2110 Date of Purchase: June 2008

Company Name: Pottawattamie County

Address: 223 S 6th Street, Council Bluffs, IA 51501

Contact Name: John Rasmussen Phone Number: 712-328-5608

Fax Number: 712-328-4751 Date of Purchase: November 2008

Company Name: Dubuque County

Address: 13063 Sieppel Road, Dubuque, IA 52002

Contact Name: Rick Harbaugh Phone Number: 563-557-7283

Fax Number: 563-557-1973 Date of Purchase: August 2008

**CONTRACTOR** Vogel Traffic Services, Inc.

I certify that this bid is submitted in accordance with the Specifications issued by Sarpy County.

The undersigned acknowledged receipt of the following addenda (if applicable):

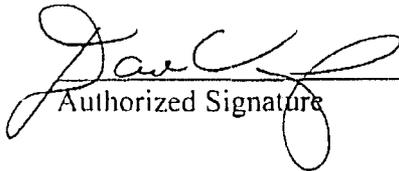
Addendum #1: N/A

Addendum #2: \_\_\_\_\_

**NOTE: Vendor shall not add any conditions or qualifying statements to this Bid or otherwise the Bid may be declared irregular.**

Vogel Traffic Services, Inc.  
Company Name

Dave Van Gorp  
Company Representative (Please Print)

  
Authorized Signature

712-737-2476  
Telephone Number

1920 Albany Place SE  
Address

712-737-4148  
Fax Number

Orange City, IA 51041  
City, State, Zip

kris.brummel@ezliner.com  
E-Mail Address

**\*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**

## CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in DUPLICATE by and between Sarpy County, Nebraska hereinafter called County, and Vogel Traffic Services, Inc. hereinafter called Contractor.

In consideration of the following mutual agreements and covenants, it is understood and agreed by the parties hereto that:

1. **The Contractor will stripe approximately 589 miles of County and City Roads of which 322 miles are within Sarpy County, and 120 miles within Cass County, 144 miles within the various City Limits in Sarpy County, and 3 miles within the City of Ralston.**

Also referred to hereinafter as work, in accordance with terms and provisions hereof and subject to the quality provisions in the accepted Proposal of Contractor for the sum of \$ Twelve Dollars and Seventy Five Cents (\$12.75) Per Gallon for County Roads and Seventeen Dollars and Seventy Five Cents (\$17.75) Per Gallon for City Streets (written) under penalty of Performance, Payment and Guarantee Bond.

2. The Contractor shall conform with the applicable plans and specifications, applicable Special Provisions and any applicable change order or addenda pertaining thereto or to this Contract, all of which by reference thereto are made a part hereof. Applicable notice to bidders, Instruction to bidders, Bid Proposal of Contractor, Resolution awarding this Contract, the Performance, Payment and Guarantee Bond and all proceedings by the governing body of the County relating to the aforesaid work are made a part hereto by reference thereto.
3. The County agrees to pay the Contractor in accordance with the provisions of the specifications, the accepted Proposal of the Contractor and the provisions of this Contract.
4. All provisions of each document and item referred to in Paragraph 2 above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern, and substitution or change shall be made except upon written direction, the form of which shall be written "Change Order" of the County; and substitution or change shall in no manner be construed to release either party from any specified or implied obligation of this Contract except as specifically provided for in the Change Order.
5. The Contractor warrants that it has neither employed nor retained any company or person, other than bona fide employee working for Contractor to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

6. County and Contractor promise and agree to comply with all Federal and State laws and County ordinances, and such other rules and regulations as may apply to this Contract, including but not limited to: the Americans with Disabilities Act of 1990 (29 U.S.C.A. 12101, et seq.); the Rehabilitation Act of 1973 (29 U.S.C.A. 701, et seq.); and the Drug Free Workplace Act of 1988 (41 U.S.C.A. 701, et seq.). Furthermore, pursuant to Neb. Rev. Stat. 73-102 Reissue 1990), County and Contractor declare, promise, and warrant that they have and will continue to comply fully with the Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C.A. 1985, et seq.); and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1101, et seq., (Reissue 1993), in that there shall be no discrimination against any person who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

7. The Contractor shall indemnify and save harmless Sarpy County, its officers, employees, agents and representatives from all claims, suits or actions of every kind and character made upon or brought against the said Sarpy County, its officers, employees, agents and representatives for on or account of any injuries or damages received or sustained by any party or parties by or from the acts or omissions of the said Contractor or its servants, agents, representatives 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, representatives and subcontractor or its servants, agents, representatives and subcontractors arising out of any manner connected with the performance of this Contract, and also from all claims or damage for infringement of any patent in fulfilling this Contract.

8. Insurance Requirements

The Contractor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

The following insurance coverages shall be kept in force during the life of the Agreement and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

a. Worker's Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

b. Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence.

If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000.

c. Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

d. Certificate of Insurance

The Contractor shall furnish the County with a certificate(s) of insurance evidencing the coverage required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Contractor shall require each and every Subcontractor performing work under this Agreement to maintain the same coverages required of the Contractor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

e. Insurance Company

All insurance coverages herein required of the Contractor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Contractor shall furnish evidence that the insurance company or companies being used by the Contractor meet the minimum requirements listed in this section.

Upon request by the County, the Contractor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at anytime during the life of this Contract, the Contractor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Contractor is required to notify the County of any deviations from the minimum requirements presented in this section.

9. The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska unemployment contributions and interest due under the laws of the State of Nebraska on wages paid to individuals employed in the performance of this Contract, and shall submit to Sarpy County written clearance from the Commissioner of Labor of the State of Nebraska certifying that all payments due of contributions and interest which

may have arisen under this Contract have been paid by the Contractor or his subcontractor, to the State of Nebraska Unemployment Compensation Fund. Payment of the final five percent (5%) of the total amount of the Contract shall be withheld until this provision have been complied with as required by Section 48-657 R.R.S. 1943, as amended.

10. The Contractor shall not, in performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age or political or religious options or affiliations in violation of federal or state laws or local ordinances and further the Contractor shall comply with Sarpy County ordinances pertaining to civil rights and human relations.
11. The Contractor shall procure a policy or policies of insurance which shall guarantee payment of compensation according to the Workmen's Compensation Laws of Nebraska for all workmen injured in the scope of employment; and further agrees to keep said policy or policies in full force by the Contractor throughout the term of this Contract. Certificates of insurance or copies of policies if required by any department of the County, shall be filed by the Contractor with Sarpy County.
12. Except as may otherwise be required by applicable law payment of any balance due to the Contractor under this Contract shall be made by the County to the Contractor upon completion of the Contractor's work and obligations in accordance with the Contract, upon acceptance thereof by the County, and upon submission of certificate by the Contractor in accordance with Paragraph 11 above. No payment by the County shall in any way constitute any waiver of any rights of Sarpy County.
13. Pursuant to Neb. Rev. Stat. 23-3113 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or other employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions so responsibilities in the review or approval of the undertaking described in this Contract, or in the performing of services pursuant to this Contract which effects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor indirect, in this Contract or the proceeds thereof.
14. Neither County nor Contractor shall engage the services of any person or persons presently in the employ of the other for work covered by this Contract without the express written consent of the employer of such person or persons.
15. Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent Contractor, and neither party is or will become the employee of the other as a result of the relationship created by this Contract.
16. It is understood and agreed by the parties to hereto that is any part, term, condition or provision of this Contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, condition, or provisions held to be invalid.

17. This Contract and documents incorporated herein by reference contain the entire Contract between the Parties, and there are no other written or oral promises, agreement or warrants which may effect it.
18. The Contractor acknowledges that it is, and will, remain fully obligated under the provisions of this Contract, regardless of any delegation of duties or assignment or benefits hereunder. Contractor further acknowledges and promises that the provisions of this Contract shall be made binding on any Subcontractor(s) it may retain. Contractor shall require that all Subcontractors hold County harmless from any and all claims and causes of action resulting from actions or activities of Subcontractor. Contractor shall require that all Subcontractors comply with any and all applicable State and Federal laws and that Subcontractor(s) obtain any and all necessary permits or licenses necessary to conduct work under this Contract.
19. Contractor **may not** subcontract or assign any portion of Contract without prior written approval from the County.

This Contract cannot be amended except by written agreement of both parties. Notice to the Parties shall be given in writing to the agents of each party named below:

County: Ms. Deb Houghtaling  
Sarpy County Board Business Office  
1210 Golden Gate Dr Ste 1116  
Papillion, NE 68046

Contractor: Vogel Traffic Services, Inc.  
Attn: Dave Van Gorp  
1920 Albany Place SE  
Orange City, IA 51041

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in TWO original counterparts, this as of this 7<sup>th</sup> day of April, 2009.

(SEAL)



County of Sarpy, Nebraska  
A Body Politic and Corporate

ATTEST: Debra J. Houghtal

CHAIRMAN: Tom Jones

CLERK: \_\_\_\_\_

APPROVED AS TO FORM:

[Signature]  
COUNTY ATTORNEY/DEPUTY

CONTRACTOR: Vogel Traffic Services, Inc.

ATTEST:

[Signature]  
SECRETARY/WITNESS

VICEPRESIDENT: [Signature]  
Dave Van Corp, Vice President