

**BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING BID FOR REPLACEMENT OF BRIDGE #47
AND ASSOCIATED CONSTRUCTION SERVICES, PROJECT C-77 (07-12)**

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) Based upon the recommendation of the Purchasing Department, and upon a comparison of the bids to the bid specifications, the bid is hereby awarded to the lowest responsible bidder Chas. Vrana & Son Construction Co. for Replacement of Bridge #47 and Associated Construction Services, Project C-77 (07-12) in the amount of Four Hundred Sixty Three Thousand Five Hundred Twenty Two Dollars and Seventy Eight Cents (\$463,522.78) 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 23rd day of February, 2010

Moved by Pat Thomas, and seconded by Rich Jansen, that the above Resolution be adopted. Carried.

YEAS:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

NAYS:

none

ABSENT:

none

ABSTAIN:

none



Attest:

[Signature]

Sarpy County Clerk

Approved as to form:

[Signature]

Deputy County Attorney

CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in TRIPLICATE by and between Sarpy County, Nebraska hereinafter called County, and Chas. Vrana & Son Construction Co. 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 does hereby agree to undertake and construct Sarpy County Project No. C-77 (07-12) Replacement of Bridge #47 and Associated Construction Services.**

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 \$463,522.78 (Four Hundred Sixty Three Thousand Five Hundred Twenty Two Dollars and Seventy Eight Cents) 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. Residency Verification

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4108.

9. 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. Property Insurance

The County's Builders Risk coverage is an "Owners Interest Only" form. It covers only the interest of the County and the property the County owns. The policy does not cover the interest of any independent contractor involved in any construction project.

During the term of the Contract all responsibility for maintenance of property insurance on the work remains solely with the Contractor who shall as a minimum requirement obtain a "All Risk" Builders Risk insurance policy or an installation floater which includes on-site and transit coverage, in addition to "damage to property of other" coverage with sufficient limits to cover the value of the material, equipment and/or machinery involved under this Contract.

f. 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.

10. 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

18. 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.
19. 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.
20. Contractor **may not** subcontract or assign any portion of Contract without prior written approval from the County.
21. Vendor expressly guarantees all work and materials as described herein.

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
Sарy County Board Business Office
1210 Golden Gate Dr
Papillion, NE 68046

Contractor: Chas Vrana & Son Construction Co.
Attn: Troy Perry
4816 F Street
Omaha, NE 68117

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this 9th day of March, 2010.

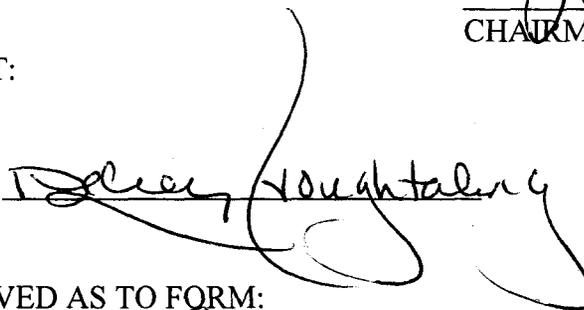
(SEAL)

County of Sarpy, Nebraska
A Body Politic and Corporate

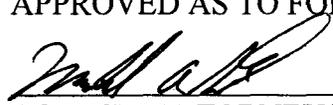


CHAIRMAN

ATTEST:

CLERK: 

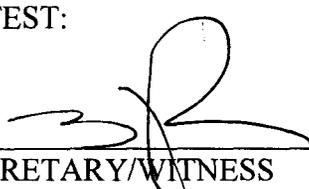
APPROVED AS TO FORM:



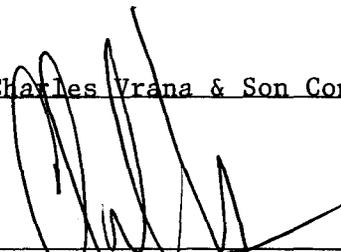
COUNTY ATTORNEY/DEPUTY

CONTRACTOR:

ATTEST:



SECRETARY/WITNESS

Charles Vrana & Son Construction Company


PRESIDENT Charles H. Vrana

AIA Document A312 - Electronic Format

Performance Bond

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Any singular reference to Contract, Surety, Owner or Other Party Shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Chas. Vrana & Son Construction Co.
4816 "F" Street
Omaha NE 68117
OWNER (Name and Address)
Sarpy County Board Business Office
1210 Golden Gate Drive
Papillion NE 68046

SURETY (Name and Principal Place of Business)
Hartford Fire Insurance Company
1 Hartford Plaza
Hartford CT 06155

CONSTRUCTION CONTRACT

Date: March 16, 2010

Amount: \$463,522.78

Description (Name and Location): Sarpy County Project No. C-77 (07-12) Replacement of Bridge #47 and Associated Construction Services

BOND

Date (Not earlier than Construction Contract Date): March 16, 2010

Amount: \$463,522.78

Modifications to this Bond:

 None See Page

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Chas. Vrana & Son Construction Co.

Signature:

Name and Title: Troy W. Perry CEO
(Any additional signatures appear on the last page)

SURETY

Company: (Corporate Seal)
Hartford Fire Insurance Company

Signature:

Name and Title: John L. Hruska, Attorney-in-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER: Grace/Mayer Insurance
10050 Regency Cir., #300
Omaha NE 68114

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

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

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction

AIA DOCUMENT A312 • PERFORMANCE BOND AND PAYMENT BOND • DECEMBER 1984 ED. • AIA © • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C., 20006-5292 • THIRD PRINTING • MARCH 1987. WARNING; Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

This document has been reproduced electronically with the permission of The American Institute of Architects under License #2104 to The Hartford Fidelity and Bonding Company. Reproduction of this document without project-specific information is not permitted. Contact The American Institute of Architects to verify the current version of this document and license status.

Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and

AIA DOCUMENT A312 • PERFORMANCE BOND AND PAYMENT BOND • DECEMBER 1984 ED. • AIA © • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C., 20006-5292 • THIRD PRINTING • MARCH 1987. WARNING; Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

This document has been reproduced electronically with the permission of The American Institute of Architects under License #2104 to The Hartford Fidelity and Bonding Company. Reproduction of this document without project-specific information is not permitted. Contact The American Institute of Architects to verify the current version of this document and license status.

shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have

been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

NONE

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Signature:

Name and Title:

Address:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Signature:

Name and Title:

Address:

AIA DOCUMENT A312 • PERFORMANCE BOND AND PAYMENT BOND • DECEMBER 1984 ED. • AIA ® • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C., 20006-5292 • THIRD PRINTING • MARCH 1987. WARNING; Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

This document has been reproduced electronically with the permission of The American Institute of Architects under License #2104 to The Hartford Fidelity and Bonding Company. Reproduction of this document without project-specific information is not permitted. Contact The American Institute of Architects to verify the current version of this document and license status.

Payment Bond

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Any singular reference to Contract, Surety, Owner or Other Party Shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Chas. Vrana & Son Construction
4816 "F" Street
Omaha NE 68117

OWNER (Name and Address)
Sarpy County Board Business Office
1210 Golden Gate Drive
Papillion NE 68046

CONSTRUCTION CONTRACT

Date: March 16, 2010

Amount: \$463,522.78

Description (Name and Location): Sarpy County Project No. C-77 (07-12) Replacement of Bridge #47 and Associated Construction Services.

SURETY (Name and Principal Place of Business)

Hartford Fire Insurance Company
1 Hartford Plaza
Hartford CT 06155

BOND

Date (Not earlier than Construction Contract Date): March 16, 2010

Amount: \$463,522.78

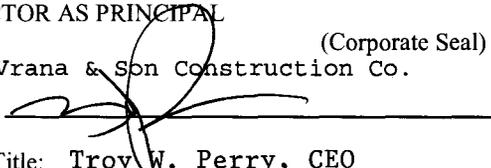
Modifications to this Bond:

None

See Page

CONTRACTOR AS PRINCIPAL

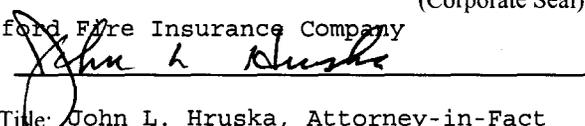
Company: (Corporate Seal)
Chas. Vrana & Son Construction Co.



Signature:
Name and Title: Troy W. Perry, CEO
(Any additional signatures appear on the last page)

SURETY

Company: (Corporate Seal)
Hartford Fire Insurance Company



Signature:
Name and Title: John L. Hruska, Attorney-in-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER: Grace/Mayer Insurance
10050 Regency Cir., #300
Omaha NE 68114

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

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

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

AIA DOCUMENT A312 • PERFORMANCE BOND AND PAYMENT BOND • DECEMBER 1984 ED. • AIA © • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C., 20006-5292 • THIRD PRINTING • MARCH 1987. WARNING; Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

This document has been reproduced electronically with the permission of The American Institute of Architects under License #2104 to The Hartford Fidelity and Bonding Company. Reproduction of this document without project-specific information is not permitted. Contact The American Institute of Architects to verify the current version of this document and license status.

- 3** With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4** The Surety shall have no obligation to Claimants under this Bond until:
- 4.1** Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2** Claimants who do not have a direct contract with the Contractor:
- .1** Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - .2** Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - .3** Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5** If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6** When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
- 6.1** Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2** Pay or arrange for payment of any undisputed amounts.
- 7** The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 9** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last

AIA DOCUMENT A312 • PERFORMANCE BOND AND PAYMENT BOND • DECEMBER 1984 ED. • AIA © • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C., 20006-5292 • THIRD PRINTING • MARCH 1987. WARNING; Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

This document has been reproduced electronically with the permission of The American Institute of Architects under License #2104 to The Hartford Fidelity and Bonding Company. Reproduction of this document without project-specific information is not permitted. Contact The American Institute of Architects to verify the current version of this document and license status.

materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

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

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 91-913579

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Dee M. Sykora, John L. Hruska, John Lehr, Gary M. Kaplan, Arnold H. Joffe, Dorothy A. Osborne
of
Omaha, NE

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
 } ss. Hartford
COUNTY OF HARTFORD }

On this 1st day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 16, 2010.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President



CHARVRA-01

SMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2009

PRODUCER Grace/Mayer Insurance Agency, Inc. 10050 Regency Circle, #300 Omaha, NE 68114-3722 (402) 397-5050		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Charles Vrana & Son Construction Co. 4816 F St Omaha, NE 68117		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Phoenix Insurance Co	
		INSURER B: The Charter Oak Fire Ins. Co.	
		INSURER C: Travelers Indemnity Co of America	
		INSURER D: The Travelers Indemnity Co.	
		INSURER E:	

COVERAGES

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 INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	CO2789C191	5/1/2009	5/1/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<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
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC
B	AUTOMOBILE LIABILITY	8102789C191	5/1/2009	5/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
C	EXCESS / UMBRELLA LIABILITY	CUP2789C191	5/1/2009	5/1/2010	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB1871M589	5/1/2009	5/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER				
A	Installation Floater-Special	6602875C82A	5/1/2009	5/1/2010	Per location/per disaster 2,000,000
A	Installation Floater-Special	6602875C82A	5/1/2009	5/1/2010	Temp location/in transit 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Replacement of Bridge #47 and associated construction services, Project C-77(07-12)

CERTIFICATE HOLDER

Sarpy County Treasurer
 Sarpy County Board Business Office
 1210 Golden Gate Drive, Suite 116
 Papillion, NE 68046-

CANCELLATION

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

Arnold H. Joffe

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: Joni Jones
Deb Houghtaling

From: Beth Cunard

Re: Bridge #47 Replacement

On February 23, 2010 the County Board awarded the bid for the Replacement of Bridge #47. The agreement signed by the County Board had the wrong contract amount listed. According to Mike Smith, this is a clerical error and a revised agreement can be signed by the Chair of the Board without further Board action. All other documentation, including the bid documents, bid tab and resolution along with everything spoken, by the Purchasing Department, during the public hearing was accurate.

If you have any questions, please feel free to contact me at 593-2349.

March 5, 2010

Beth Cunard
Beth Cunard

cc: Mike Smith
Brian Hanson
Bill Herr

THOMAS A. LYNAM

SARPY COUNTY SURVEYOR

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

Memo

To: Sarpy County Board of Commissioners
From: Tom Lynam, County Surveyor *TL*
Subject: Recommend Approval of the Bid C-77(07-12) Bridge #47
Date: 01/28/2010

Per advisement from the Sarpy County Attorney's Office, we recommend accepting the bid from Vrana Construction in the amount of (\$463,522.78) for the construction of Bridge #47, C-77(07-12).

If you have any questions, please feel free to contact me at 339-4606 Ext. 102.

Sarpy Co. Bridge # 47 Alternate

Apologize to Tom and his staff for this monkey wrench. We have nothing but a good to say about working with them on several projects the past decade.

We can save the county and tax payers some money.

Our bridge is superior because it is on pile, it has a contiguous cross section under the structure. *(The water does not have to change direction)* and it saves the tax payers money.

1. Foundation

- **Driven pile absolutely better than spread footing**

2. Phasing

- **Adequate clearances exist.**

3. Maintenance

4. Hydrology

- **Higher low clearance elevation**
- **Same over topping elevation**
- **Larger portal**
- **Contiguous flow cross section.**
- **NDOR guidance that low steel should be 1' above 100 year event**
- **there is no guidance for culverts?**

5. Cost saving to county tax payers

- **County surveyors recommendation does not consider cost saving; because the County attorney believes they can not consider cost savings as beneficial criteria for comparing alternatives**
- **Cost savings makes the alternative superior.**

Bid Tab
 Replacement of Bridge #47 and Associated Construction Services
 for the
 Sarpy County Highway Department

Bid Open:
 3:00 p.m., Tuesday
 January 12, 2010

	Quantity	Unit	Chas. Vrana & Son Construction Co.		Tab Construction Co.		Judds Brothers Construction Co.		McC, LLC		McC, LLC - Alternate Bid	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1 General Cleaning & Grubbing	1	L.S.	\$24,000.00	\$24,000.00	\$8,895.00	\$8,895.00	\$10,000.00	\$10,000.00	\$8,400.00	\$8,400.00	\$8,400.00	\$8,400.00
2 Large Tree Removal	3	EA.	\$750.00	\$2,250.00	\$645.00	\$1,935.00	\$350.00	\$1,050.00	\$840.00	\$2,520.00	\$840.00	\$2,520.00
3 Remove Surfacing	3106	S.Y.	\$1.00	\$3,106.00	\$1.10	\$3,416.60	\$1.00	\$3,106.00	\$1.50	\$4,659.00	\$1.50	\$4,659.00
4 Remove Structure, Station 103+42	1	EA.	\$21,000.00	\$21,000.00	\$5,300.00	\$5,300.00	\$4,500.00	\$4,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
5 Excavation, Unsuitable Material	1984	C.Y.	\$4.20	\$8,332.80	\$7.55	\$14,979.20	\$4.50	\$8,928.00	\$7.35	\$14,582.40	\$7.35	\$14,582.40
6 Earthwork Measured in Embankment	6000	C.Y.	\$13.50	\$81,000.00	\$7.95	\$47,700.00	\$9.50	\$57,000.00	\$14.70	\$88,200.00	\$14.70	\$88,200.00
7 Subgrade Preparation	3184	S.Y.	\$0.60	\$1,910.40	\$1.60	\$5,094.40	\$1.20	\$3,820.80	\$0.80	\$2,547.20	\$0.80	\$2,547.20
8 Earth Shoulder Construction	16.5	STA.	\$60.00	\$990.00	\$215.00	\$3,547.50	\$175.00	\$2,887.50	\$210.00	\$3,465.00	\$210.00	\$3,465.00
9 Water	74	MGAL	\$10.00	\$740.00	\$12.50	\$925.00	\$12.00	\$888.00	\$1.05	\$77.70	\$1.05	\$77.70
10 Surfacing	3184	S.Y.	\$7.50	\$23,880.00	\$11.00	\$35,024.00	\$9.00	\$28,656.00	\$11.60	\$36,934.40	\$11.60	\$36,934.40
11 Traffic Control	1	L.S.	\$3,500.00	\$3,500.00	\$1,990.00	\$1,990.00	\$2,300.00	\$2,300.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00
12 Temporary Surfacing	836	S.Y.	\$1.30	\$1,086.80	\$10.20	\$8,527.20	\$0.60	\$501.60	\$6.30	\$5,266.80	\$6.30	\$5,266.80
13 Special Surface Course	1055	S.Y.	\$3.50	\$3,692.50	\$4.90	\$5,169.50	\$9.00	\$9,495.00	\$11.60	\$12,238.00	\$11.60	\$12,238.00
14 W-Beam Guardrail	356.25	L.F.	\$16.50	\$5,878.13	\$17.20	\$6,127.50	\$20.00	\$7,125.00	\$16.00	\$5,700.00	\$2,150.00	\$8,600.00 *
15 Guardrail End Treatment	4	EA.	\$1,500.00	\$6,000.00	\$1,560.00	\$6,240.00	\$1,800.00	\$7,200.00	\$1,450.00	\$5,800.00	\$1,450.00	\$5,800.00
16 Extend Driveway Culvert	5	L.F.	\$130.00	\$650.00	\$85.25	\$426.25	\$65.00	\$325.00	\$45.00	\$225.00	\$45.00	\$225.00
17 Multi-Plate Arch Structure	70	L.F.	\$1,100.00	\$77,000.00	\$1,027.15	\$71,900.50	\$1,400.00	\$98,000.00	\$2,800.00	\$196,000.00	\$220,000.00	\$220,000.00 *
18 Structure Installation	1	L.S.	\$64,000.00	\$64,000.00	\$83,820.00	\$83,820.00	\$135,000.00	\$135,000.00	\$96,000.00	\$96,000.00	\$2,100.00	\$14,700.00 *
19 Footings for Structure	140	L.F.	\$250.00	\$35,000.00	\$303.20	\$42,448.00	\$115.00	\$16,100.00	\$445.00	\$62,300.00	\$0.00	\$0.00 *
20 Footings for Wingwalls	124	L.F.	\$400.00	\$49,600.00	\$570.65	\$70,760.60	\$210.00	\$26,040.00	\$675.00	\$83,700.00	\$0.00	\$0.00 *
21 Concrete	99	C.Y.	\$410.00	\$40,590.00	\$665.80	\$65,914.20	\$360.00	\$35,640.00	\$450.00	\$44,550.00	\$0.00	\$0.00 *
22 Seeding	3230	S.Y.	\$0.30	\$969.00	\$0.32	\$1,033.60	\$0.50	\$1,615.00	\$0.22	\$710.60	\$0.22	\$710.60
23 Rolled Erosion Control, Type II	57	S.Y.	\$2.10	\$119.70	\$3.23	\$184.11	\$5.00	\$285.00	\$2.15	\$122.55	\$2.15	\$122.55
24 Rolled Erosion Control, Type IV	1511	S.Y.	\$2.05	\$3,097.55	\$2.04	\$3,082.44	\$2.00	\$3,022.00	\$2.45	\$3,701.95	\$2.45	\$3,701.95
25 Silt Fence	1193	L.F.	\$4.30	\$5,129.90	\$1.95	\$2,326.35	\$2.50	\$2,982.50	\$2.25	\$2,684.25	\$2.25	\$2,684.25
Total Bid				\$463,522.78		\$496,766.95		\$466,467.40		\$691,534.85		\$446,584.85
Contractor Start Date				March 1, 2010		June 1, 2010		February 15, 2010		May 31, 2010		May 31, 2010
* Modification from Proposed Specifications												

CONTRACTOR Chas. Vrana & Son Construction Co.

Sarpy County, Nebraska

**Bridge Replacement, Drainage, Grading and Surfacing and associated construction for 63rd
Street Bridge Replacement 1/2 mile south of Platteview Road, Sarpy County Project
#C-77(07-12)
Bid Form**

The undersigned, having carefully examined the Plans and Specifications, and having examined the site, hereby submit our proposal.

Attached hereto is a Bid Bond in the amount of 5% of the amount bid made payable to the Sarpy County Treasurer, which is agreed shall be forfeited should the undersigned fail to perform or fail to furnish bond and securities in accordance with the proposal.

For furnishing all materials, labor, equipment, tools, together with appurtenances and accessories required to prepare, construct, erect and install the proposed improvements, complete and ready for operation, our bid as follows:

BID ITEM QUANTITIES					
No.	Description	Quantity	Unit	Unit Price	Ext. Price
1	GENERAL CLEARING & GRUBBING	1	L.S.	24,000.00	24,000.00
2	LARGE TREE REMOVAL (24"-35" DIA.)	3	EA.	750.00	2,250.00
3	REMOVE SURFACING	3106	S.Y.	1.00	3,106.00
4	REMOVE STRUCTURE, STATION 103+42	1	EA.	25,000.00	25,000.00
5	EXCAVATION, UNSUITABLE MATERIAL	1984	C.Y.	4.20	8,332.80
6	EARTHWORK MEASURED IN EMBANKMENT	6000	C.Y.	13.50	81,000.00
7	SUBGRADE PREPARATION	3184	S.Y.	0.60	1,910.40
8	EARTH SHOULDER CONSTRUCTION	16.5	STA.	60.00	990.00
9	WATER	74	MGAL	10.00	740.00
10	SURFACING	3184	S.Y.	7.50	23,880.00
11	TRAFFIC CONTROL	1	L.S.	3,500.00	3,500.00
12	TEMPORARY SURFACING	836	S.Y.	1.30	1,086.80
13	SPECIAL SURFACE COURSE FOR GUARDRAIL SURFACING	1055	S.Y.	3.50	3,692.50
14	W-BEAM GUARDRAIL	356.25	L.F.	16.50	5,878.13
15	GUARDRAIL END TREATMENT, TYPE II, SRT-350	4	EA.	1,500.00	6,000.00
16	EXTEND DRIVEWAY CULVERT PIPE	5	L.F.	130.00	650.00
17	MULTI-PLATE ARCH STRUCTURE	70	L.F.	1,100.00	77,000.00
18	STRUCTURE INSTALLATION	1	L.S.	64,000.00	64,000.00
19	FOOTINGS FOR STRUCTURE	140	L.F.	250.00	35,000.00
20	FOOTINGS FOR WINGWALLS	124	L.F.	400.00	49,600.00
21	CONCRETE FOR HEADWALLS & WINGWALLS	99	C.Y.	410.00	40,590.00
22	SEEDING - TYPE "B"	3230	S.Y.	0.30	969.00
23	ROLLED EROSION CONTROL, TYPE II	57	S.Y.	2.10	119.70
24	ROLLED EROSION CONTROL, TYPE IV	1511	S.Y.	2.05	3,097.55
25	SILT FENCE	1193	L.F.	4.30	5,129.90
				TOTAL	463,522.78

*Prices are to be F.O.B. - 63rd Street 1/2 mile south of Platteview Road, Sarpy County, NE
463,522.78

CONTRACTOR Chas. Vrana & Son Construction Co.

CONTRACTOR START DATE: March 1, 2010 Weather Permitting

If notified of acceptance of this proposal and Contract award within sixty (60) days after date stated for receipt of bids, the undersigned agrees to execute a Contract, provide insurance certificates and performance bonds for the above named work and the above stated consideration in the form required within ten (10) days of such proposal acceptance notification; to commence the work within five (5) days of the Contractor's Notice to Proceed and to complete the Contract within forty (40) working days, including punch list items.

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 in the Plans where specific quantities are not itemized, and is 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 Report(s)).

The undersigned has carefully checked the bid blank quantities against the Plans and 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 Plans and 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.

The undersigned also agrees that the time of commencement, rate of progress and time of completion of the work of the Contract are ESSENTIAL CONDITIONS of the Contract and that the Owner may retain a sum of three hundred dollars (\$300.000) per calendar day from the sum due under the Contract for each calendar day that the Contract remains uncompleted after the period of time stipulated.

Company Information:

Years in business:	<u>101</u>
# of employees	<u>150</u>
Total sales last 3 years	<u>40 M</u>
	<u>35 M</u>
	<u>35 M</u>

References:

CONTRACTOR Chas. Vrana & Son Construction Co.

Company Name: Chas. Vrana & Son Construction Co.
Address: 4816 F Street Omaha, NE 68117
Contact Name: Troy W. Perry Phone Number: (402) 733-5200
Fax Number: (402) 733-5203 Date of Purchase: _____

Company Name: _____
Address: _____
Contact Name: _____ Phone Number: _____
Fax Number: _____ Date of Purchase: _____

Company Name: _____
Address: _____
Contact Name: _____ Phone Number: _____
Fax Number: _____ Date of Purchase: _____

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

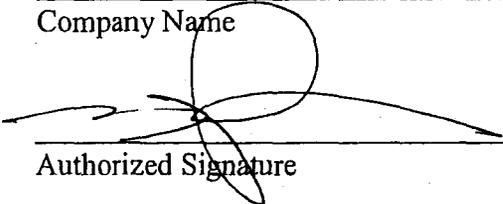
The undersigned acknowledged receipt of the following addenda (if applicable):

Addendum #1 Received 1/8/10
Addendum #2 _____

Attachments: **Literature**
Warranty Information

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

Chas. Vrana & Son Construction Co.
Company Name


Authorized Signature

4816 F Street
Address

Omaha, NE 68117
City, State & Zip

Troy W. Perry
Company Representative (Please
print)

(402) 733-5200
Telephone Number

(402) 733-5203
Fax Number

tperry@vrana.com
E-Mail Address

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

Deb Houghtaling

Sarpy County Clerk

Fred Uhe
Chief Deputy
Fred@Sarpy.com

Renee Lansman
Assistant Chief Deputy
Renee@Sarpy.com

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4360 • Website www.Sarpy.com • Email: Clerk@Sarpy.com

February 27, 2010

Chas Vrana & Son Construction Co.
Attn: Troy Perry
4817 F Street
Omaha, NE 68117

Dear Mr. Perry,

Action by the Sarpy County Board of Commissioners on February 23, 2010 is as follows:

Public Hearing and Resolution (2010-037) tabled from 2/2/2010: Award bid for replacement of Bridge #47 at 63rd Street and associated construction services, Project C-77 (07-12) for the Highway Department. Beth Cunard, Purchaser

MOTION: Beth Cunard reported that bids have been solicited, made, opened and reviewed pursuant to Nebraska State Statutes. After a public hearing, Thomas resolved, seconded by Jansen, to accept the lowest responsible bidder Chas. Vrana & Son Construction Co. for Replacement of Bridge #47 and associated construction services, Project C-77 (07-12) in the amount of Four hundred sixty three thousand five hundred twenty two dollars and seventy eight cents (\$463,522.78) and this Board's Chairman, Clerk and Attorney are authorized to execute the necessary documents. Ayes: Hike, Jones, Richards, Thomas & Jansen. Nays: None.

Please find attached a copy of the approved resolution for your files and three original "Contract Agreements". Please have the contractor sign and return two originals to our office.

Sincerely,



Debra J. Houghtaling
Sarpy County Clerk

Enclosure
DJH/rl

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

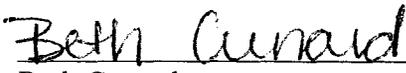
To: Sarpy County Board of Commissioners
From: Beth Cunard
Re: Award of bid for Bridge #47 Replacement

On January 12, 2010, five (5) bids were opened for the Replacement of Bridge #47 and Associated Construction Services, Project C-77 (07-12) for the Sarpy County Highway Department (see the attached bid tabulation).

It is recommended that the bid be awarded to the lowest responsible bidder, Vrana Construction, for a total of \$463,522.78. I have attached the Highway Department's recommendation for your review. The contractor will start the project on March 1, 2010 (weather permitting) and complete within forty working days. The low bid was an alternate bid from McC, LLC. However, the design of the alternate bid was significantly different than the design set forth in the bid specifications. Our bid specifications provide that alternates may be bid if they are of higher specification than what is requested. It was determined by the Sarpy County Highway Department and the project consultant that this was not a higher specification than what was requested.

I have placed this on the February 2, 2010 Board agenda and recommend approval. Please feel free to contact me at 593-4476 if there are any questions or concerns.

January 28, 2010


Beth Cunard

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