

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR REMOVAL OF 5TH STREET BRIDGE OVER PAPIILLION CREEK
(BRIDGE #4), PROJECT C-77 (14-10)
FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for Removal of 5th Street Bridge over Papillion Creek (Bridge #4), Project C-77 (14-10) have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

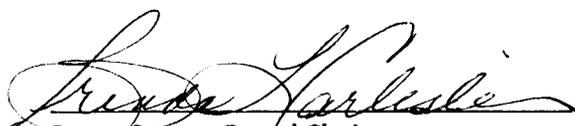
WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

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 Anderson Excavating Company, for Removal of 5th Street Bridge over Papillion Creek (Bridge #4), Project C-77 (14-10) in the amount One hundred forty five thousand nine hundred nine dollars and 00/100 (\$145,909.00) 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.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 2nd day of June, 2015.


 Sarpy County Board Chairman

ATTEST  
 Sarpy County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE, SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Purchasing/Contract Administrator
(402) 593-4476

MEMO

To: Sarpy County Board of Commissioners

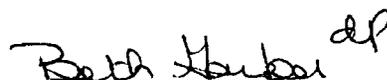
From: Beth Garber

Re: Removal of 5th Street Bridge over Papillion Creek Bid Award

On May 19, 2015, three (3) bids were opened for the Removal of 5th Street Bridge over Papillion Creek, Project C-77 (14-10) for the Public Works Department. After reviewing the bid it is recommended it be awarded to the low bidder, Anderson Excavating Company for \$145,909.00. There was a \$161 correction made to the extended price of one line of their bid, unit price did not change. This bid is 44.1% lower than the estimate of \$210,249.95.

Please feel free to contact me at bgarber@sarpy.com with any questions.

May 28, 2015


Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Denny Wilson



SARPY COUNTY

Dennis L. Wilson, P.E., PhD
Sarpy County Engineer

PUBLIC WORKS DEPARTMENT
15100 South 84th Street • Papillion, NE 68046-2895
Phone (402) 537-6900 • FAX (402) 537-6955 • www.sarpy.com

MEMORANDUM

To: Sarpy County Board of Commissioners

From: Dennis L. Wilson, P.E., Ph.D., Sarpy County Engineer *DW*

Date: May 20, 2015

Subject: Award Recommendation for C-77(14-10):
Removal of 5th Street Bridge over Papillion Creek (Bridge #4)

On May 19, 2015, three (3) bids were opened during the Sarpy County Board of Commissioners Meeting for the above mentioned project. The lowest bid was from Anderson Excavating Co. of Omaha with a total bid of \$145,909.00. The bid was adjusted to correct a minor mathematical error. This bid is 44.1% lower than the base bid Engineer's Estimate of \$210,249.95. The two other bids were \$192,900.71 (9.0% lower than Engineer's Estimate) and \$285,225.60 (26.3% higher than Engineer's Estimate).

The Sarpy County Engineer recommends the base bid be awarded to Anderson Excavating Co. at their bid price listed above. Feel free to contact me if you have any questions.

5th Street Bridge Removal, Project C-77 (14-10)
for the
Public Works Department

Bid Opening:
3:00 p.m.
May 19, 2015

| Item No. | Description | Estimated Quantity | Unit of Measure | Hawkins Construction Company | | Valley Corporation | | Anderson Excavating Co. | |
|---------------------------|--|--------------------|-----------------|------------------------------|---------------------|--------------------|---------------------|-------------------------|---------------------|
| | | | | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price |
| 1 | MOBILIZATION | | 1 LS | \$28,400.00 | \$28,400.00 | \$7,967.57 | \$7,967.57 | \$5,000.00 | \$5,000.00 |
| 2 | TRAFFIC CONTROL | | 1 LS | \$5,236.17 | \$5,236.17 | \$3,006.88 | \$3,006.88 | \$1,500.00 | \$1,500.00 |
| 3 | CLEARING AND GRUBBING GENERAL | | 1 LS | \$10,573.47 | \$10,573.47 | \$15,006.20 | \$15,006.20 | \$3,000.00 | \$3,000.00 |
| 4 | REMOVE BRIDGE STRUCTURE | | 1 LS | \$96,129.57 | \$96,129.57 | \$37,691.60 | \$37,691.60 | \$28,800.00 | \$28,800.00 |
| 5 | EXCAVATION | 3054 | CY | \$12.91 | \$39,427.14 | \$9.10 | \$27,791.40 | \$6.00 | \$18,324.00 |
| 6 | SALVAGE ROCK RIP RAP | 1000 | CY | \$15.98 | \$15,980.00 | \$13.27 | \$13,270.00 | \$10.00 | \$10,000.00 |
| 7 | FINISH GRADING | 2751 | SY | \$1.08 | \$2,971.08 | \$2.56 | \$7,042.56 | \$1.00 | \$2,751.00 |
| 8 | CONSTRUCT ROCK RIP RAP TYPE "C" | 1200 | TN | \$53.96 | \$64,752.00 | \$53.94 | \$64,728.00 | \$44.00 | \$52,800.00 |
| 9 | RIP RAP FILTER FABRIC | 2780 | SY | \$2.03 | \$5,643.40 | \$1.59 | \$4,420.20 | \$2.00 | \$5,560.00 |
| 10 | ROLLED EROSION CONTROL BLANKET - TYPE C125BN | 2751 | SY | \$2.05 | \$5,639.55 | \$2.34 | \$6,437.34 | \$3.00 | \$8,253.00 |
| 11 | SEEDING - CHANNEL | 2751 | SY | \$0.42 | \$1,155.42 | \$0.48 | \$1,320.48 | \$0.60 | \$1,650.60 |
| 12 | ROLLED EROSION CONTROL BLANKET - TYPE S150BN | 644 | SY | \$1.84 | \$1,184.96 | \$2.10 | \$1,352.40 | \$3.00 | \$1,932.00 |
| 13 | SEEDING - ROADSIDE | 644 | SY | \$0.37 | \$238.28 | \$0.42 | \$270.48 | \$0.60 | \$386.40 |
| 14 | EROSION CHECKS TYPE WATTLE | 664 | LF | \$3.00 | \$1,992.00 | \$3.42 | \$2,270.88 | \$3.00 | \$1,992.00 |
| 15 | FABRIC SILT FENCE | 72 | LF | \$9.78 | \$704.16 | \$4.51 | \$324.72 | \$5.00 | \$360.00 |
| 16 | CRUSHED ROCK SURFACE COURSE | 120 | TN | \$43.32 | \$5,198.40 | | \$0.00 | \$30.00 | \$3,600.00 |
| TOTAL CONSTRUCTION | | | | | \$285,225.60 | | \$192,900.71 | | \$145,909.00 |

CONTRACT AGREEMENT

THIS CONTRACT is made and entered into in DUPLICATE by and between Sarpy County, Nebraska hereinafter called County, and Anderson Excavating 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 C-77 (14-10) Bridge #4 Bridge Removal**
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 One Hundred Forty Five Thousand Nine Hundred Nine Dollars and No Cents (\$145,909.00) 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. The Contractor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Contractor 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 Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor 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 Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
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. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

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. The County shall be named as an additional insured on the insurance coverage required under this section.

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. The County is to be named as an additional insured on the insurance coverage required under this section.

d. Certificate of Insurance

The Contractor shall furnish the County with a certificate(s) of insurance evidencing the coverage required in this section. 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 County is to be included as an additional insured on the insurance coverage required under this section.

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

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 builder's "all risk" or equivalent policy form with sufficient limits to cover the total value of the Project, including all the cost of the material, equipment and/or machinery involved under this Contract. This property insurance shall cover portions of the work and materials stored off-site, on-site and in transit.

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 any time 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 to 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, 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 or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract shall participate in any decision relating 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 any member of its governing body, have any interest, direct or 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 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 affect 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. Contractor expressly guarantees all work and materials as described herein.

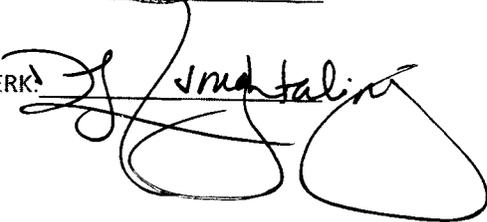
This Contract cannot be amended except by written agreement of both parties. Notice to the Parties shall be given in writing to the agents of each party named below:

County: Ms. Deb Houghtaling
Sarpy County Board Business Office
1210 Golden Gate Dr., Suite 1250
Papillion, NE 68046

Contractor: Ms. Virginia Anderson
Anderson Excavating Co.
1920 Dorcas Street
Omaha, NE 68108

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this 2nd day of June, 2015.

(SEAL)  ATTEST: _____

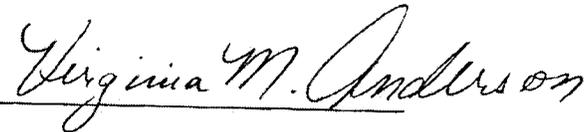
CLERK: 

County of Sarpy, Nebraska
A Body Politic and Corporate

CHAIRMAN: 

CONTRACTOR: 

ATTEST: 
SECRETARY/WITNESS

PRESIDENT: 

BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE Anderson Excavating Co.

As principal, and Employers Mutual Casualty Company

as Surety, are held and firmly bound to the County of Sarpy, Nebraska, in the penal sum of One-Hundred-Forty-Five-Thousand-Nine-Hundred-Nine & no/100 Dollars ** (****\$145,909.00 *****) to be paid to the COUNTY OF SARPY its successors or assigns, for which payment to be well and truly made, we bind ourselves and each of us, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these Presents.

Dated this 12th day of June, 2015

The conditions of this obligation are such that:

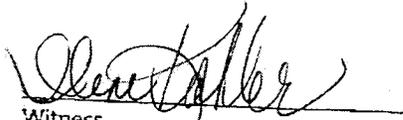
WHEREAS, by even date herewith, the said principal has entered into a Contract with the said County of Sarpy, Nebraska to perform the labor and furnish the material for Bridge #4 Bridge Removal Project C-77 (14-10)

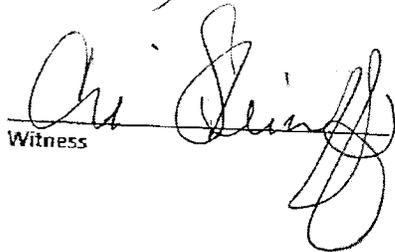
NOW THEREFORE, the conditions of this obligation are such that if the said principal shall duly perform and observe all of the stipulations and agreements in said Contract on his part to be performed and observed, then and in that event, this obligation shall be void and of no effect, but otherwise shall be and remain in full force and effect. It is expressly agreed that any alterations which may be made therein by agreement between the said principal and the said County of Sarpy, Nebraska in the terms of said Contract, or the nature of the work to be done thereunder, or the giving of any extension of time for performing the said Contract, or of any of the stipulations therein contained, and on the part of the said principal to be performed, or any other forbearance, shall not in any way release the said surety from this liability under the above written bond.

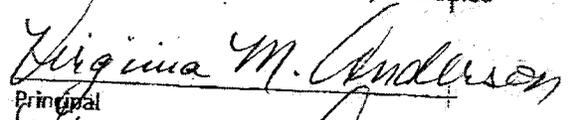
It is further expressly agreed and understood that this bond shall stand as surety for the payment of all accounts and claims that may be due by reason of laborers or mechanics wages for labor that shall be performed, and for all material which is actually used in performing said Contract.

It is further expressly agreed and understand that this bond shall stand as maintenance surety for the period of two (2) years on faulty materials and workmanship only. Nothing herein shall be construed to cover wear and tear occasioned by action of the elements; excepting insofar as such wear and tear discloses the use of improper materials or construction methods.

In testimony whereof, the said parties hereto have hereunto set their hands this 12th day of
June, 2015, and said Surety has caused these presents to be sealed with its
Corporate Seal, and duly attested by the signature of its attorney-in-fact, and their authority is attached
hereto and made a part thereof.


Witness


Witness


Principal


President

Employers Mutual Casualty Company
Surety


By: Amy Mason

Attorney-In-Fact

CONTRACTOR: Anderson Excavating Co.

Sarpy County, Nebraska
Bid Form
Bridge #4 Bridge Removal
Project C-77 (14-10)

The undersigned, having carefully examined the Plans and Specifications, and having examined the project areas, 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:

CONTRACTOR: Anderson Excavating Co.

| # | ITEM | UNIT | QUANTITY | UNIT PRICE | EXTENDED PRICE |
|-------------|---|------|----------|------------|-------------------------|
| 1 | MOBILIZATION | LS | 1 | \$ 5,000 | \$ 5,000.00 |
| 2 | TRAFFIC CONTROL | LS | 1 | \$ 1,500 | \$ 1,500.00 |
| 3 | CLEARING AND GRUBBING GENERAL | LS | 1 | \$ 3,000 | \$ 3,000.00 |
| 4 | REMOVE BRIDGE STRUCTURE | LS | 1 | \$ 28,800 | \$ 28,800.00 |
| 5 | EXCAVATION | CY | 3054 | \$ 6.00 | \$ 18,324.00 |
| 6 | SALVAGE ROCK RIP RAP | CY | 1000 | \$ 10.00 | \$ 10,000.00 |
| 7 | FINISH GRADING | SY | 2751 | \$ 1.00 | \$ 2,751.00 |
| 8 | CONSTRUCT ROCK RIP RAP TYPE "C" | TN | 1200 | \$ 44.00 | \$ 52,800.00 |
| 9 | RIP RAP FILTER FABRIC | SY | 2780 | \$ 2.00 | \$ 5,560.00 |
| 10 | ROLLED EROSION CONTROL BLANKET - TYPE C125BN | SY | 2751 | \$ 3.00 | \$ 8,253.00 |
| 11 | SEEDING - CHANNEL | SY | 2751 | \$.60c | \$ 1,650.60 |
| 12 | ROLLED EROSION CONTROL BLANKET - TYPE S150BN | SY | 644 | \$ 3.00 | \$ 1,932.00 2,093.00 |
| 13 | SEEDING - ROADSIDE | SY | 644 | \$.60c | \$ 386.40 |
| 14 | EROSION CHECKS TYPE WATTLE | LF | 664 | \$ 3.00 | \$ 1,992.00 |
| 15 | FABRIC SILT FENCE | LF | 72 | \$ 5.00 | \$ 360.00 |
| 16 | CRUSHED ROCK SURFACE COURSE | TON | 120 | \$ 30.00 | \$ 3,600.00 |
| GRAND TOTAL | | | | | \$ 146,070.00 |

corrected extension

145,909.00

*Prices are to be F.O.B. - Sarpy County, Nebraska

CONTRACTOR START DATE: June 15, 2015

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

CONTRACTOR: Anderson Excavating Co.

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. **Substantial Completion must be on or before Wednesday, July 15, 2015 to avoid accrual of liquidated damages. Final Completion shall be complete within thirty (30) calendar days of Substantial Completion.**

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 one thousand dollars (\$1000.00) per calendar day from the sum due under the Contract for each calendar day that the Contract remains uncompleted after Wednesday, July 15, 2015.

Company Information:

| | |
|--------------------------|-----------------------------|
| Years in business: | <u>50+ years</u> |
| # of employees | <u>46</u> |
| Total sales last 3 years | <u>2012 \$ 9,543,744.52</u> |
| | <u>2013 \$11,807,109.30</u> |
| | <u>2014 \$ 7,961,908.40</u> |

References:

Company Name: Allied Oil Company
Address: 2209 So. 24th St., Omaha, NE 68108
Contact Name: Conrad Heinson Phone Number: 402-819-0490
Fax Number: _____ Date of Purchase: monthly

CONTRACTOR: Anderson Excavating Co.

Company Name: Conhusker International
Address: 4502 So. 110th St., Omaha, NE 68137
Contact Name: Accounting Dept. Phone Number: 402-331-8801
Fax Number: 402-331-8802 Date of Purchase: Monthly

Company Name: Central States Petroleum
Address: 7020 No. 102nd Circle, Ste. #207, Omaha, NE 68122
Contact Name: Accounting Dept. Phone Number: 402-991-5020
Fax Number: 402-991-5063 Date of Purchase: Monthly

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

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

Addendum #1 May 15, 2015
Addendum #2 _____

Anderson Excavating Co.

Company Name

Virginia M. Anderson
Authorized Signature

1920 Dorcas Street

Address

Omaha, NE 68108

City, State & Zip

Virginia M. Anderson

Company Representative (Please print)

402-345-8800

Telephone Number

402-345-2420

Fax Number

anderson.excavating@hotmail.com

E-Mail Address

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

BID BOND

(NOT VALID IF BID AMOUNT EXCEEDS \$ _____)

KNOW ALL MEN BY THESE PRESENTS: That we, Anderson Excavating Co.

1920 Dorcas Street Omaha, NE 68108

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Nebraska

as Surety, are held and firmly bound unto the

Sarpy County, NE

as obligee, in the sum of Five Per Cent Of The Amount Bid

(5%) DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for: Bridge #4 Bridge Removal Project C-77 (14-10)

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 19th day of May, 20 15

[Signature]
Witness

[Signature]
Witness

Anderson Excavating Co.

By: [Signature] Principal

Employers Mutual Casualty Company

By: [Signature] Surety
Attorney-in-Fact



P.O. Box 712 • Des Moines, IA 50306-0712

No. B11554

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: GERI L. MCGILL, CHARLES V. DARR, JULIE HILDRETH, TIMOTHY QUINN, KENNETH E. DIETZ, JEANNENE MCCREA, AMY MASON, CRAIG T. CARLIN, MICHAEL J QUINN, JASON J QUINN

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2018 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

4th day of FEBRUARY, 2015

Seals



Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel, Assistant Vice President

On this 4th day of FEBRUARY AD 2015 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires October 10, 2016.

Kathy Lynn Loveridge, Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on FEBRUARY 4, 2015 on behalf of: GERI L. MCGILL, CHARLES V. DARR, JULIE HILDRETH, TIMOTHY QUINN, KENNETH E. DIETZ, JEANNENE MCCREA, AMY MASON, CRAIG T. CARLIN, MICHAEL J QUINN, JASON J QUINN

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19 day of May, 2015. [Signature] Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|--------------|
| PRODUCER The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279 | | CONTACT NAME: PHONE (A/C, No, Ext): 402-861-7000 FAX (A/C, No): E-MAIL ADDRESS: | |
| INSURED Anderson Excavating Co 1920 Dorcas St. Omaha NE 68108 | | INSURER(S) AFFORDING COVERAGE | |
| AND20633 | | INSURER A :Burlington Insurance Co | NAIC # 23620 |
| | | INSURER B :Evanston Insurance Co | 35378 |
| | | INSURER C :Plaza Insurance Company | |
| | | INSURER D : | |
| | | INSURER E : | |
| | | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER: 1217288447

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|----------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR 5000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | HGL0036955 | 1/1/2015 | 1/1/2016 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| C | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | PALGM100037801 | 1/1/2015 | 1/1/2016 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | XOMW2844 | 1/1/2015 | 1/1/2016 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Sarpy County Project C-77 (24-10) Bridge #4 Bridge Removal

Sarpy County Board Business Office is additional insured for General Liability and Automobile Liability if required by written contract executed prior to loss.

CERTIFICATE HOLDER**CANCELLATION**Sarpy County Board Business Office c/o Ms. Deb Houghtaling
1210 Golden Gate Dr., Suite 1250
Papillion NE 68046

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott F. G.

