

R-12-0002

**R E S O L U T I O N**

WHEREAS, there has been signed by the County of Lancaster on the 20th day of February, 2007, and the State on the 22nd day of February, 2007, an agreement providing for the construction of a Federal Aid Project at the following location: Beginning approximately 0.45 mile east of the Southwest Corner of Section 27, Township 8 North, Range 6 East and extends 0.15 mile east, crossing the Olive Branch of Salt Creek.

, and

WHEREAS, in the above agreement, the County has pledged sufficient funds to finance its share of the cost of the construction of this project identified as BR-3280(4), and

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

WHEREAS, the State and the County received bids for the construction of this project on July 26, 2012 at which time 5 bids were received for the construction of this proposed work, and

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

Commercial Construction, Inc., Lincoln, NE  
Grading, Culverts, Bridge, Guardrail, Bituminous, General Items: \$759,855.68

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

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

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

BOARD OF COUNTY COMMISSIONERS  
OF LANCASTER COUNTY.

Dob Schar  
(Chairman)

Board Member Jane Raybould  
moved the adoption of said resolution.

Roll Call: 5 yea, 0 nay.

Resolution adopted, signed and billed as adopted.

ATTEST:

Dawn N. Alt  
(County Clerk)

**RECEIVED**

AUG 02 2012

LANCASTER COUNTY  
CLERK



Dave Heineman  
Governor

STATE OF NEBRASKA

DEPARTMENT OF ROADS

Monty Fredrickson, Director

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

July 30, 2012

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

RECEIVED

JUL 31 2012

LANCASTER COUNTY  
CLERK

RE: Federal Aid Project No. BR-3280(4)  
Letting Date: July 26, 2012

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

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

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

1. The enclosed tabulation of all bids received on this project.
2. The low bid for the entire project is below the estimated cost of \$798,106.60. This estimate is confidential and is furnished for your information only.

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

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

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

Sincerely,

Karen McCord  
Highway Contracts Technician  
Contract Lettings Section  
Construction Division

KM/Z1-C

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

**ORIGINAL**

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12

PAGE : 2

VENDOR RANKING

CALL ORDER : 105  
LETTING DATE : 07/26/12  
CONTRACT DESCRIPTION :  
ON A COUNTY ROAD, EAST OF SPRAGUE

CONTRACT ID : 1786X  
DISTRICT : 1

COUNTIES : LANCASTER

PROJECT(S) : BR-3280(4)

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VENDOR NO.            BID NOTES  
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RANK	VENDOR NO./NAME	TOTAL BID	% OVER LOW BID
1	2860            COMMERCIAL CONSTRUCTION, INC.	\$ 759,855.68	100.0000%
2	0880            CHRISTENSEN BROS., INC.	\$ 767,383.80	100.9907%
3	1742            HERBST CONSTRUCTION, INC.	\$ 811,247.00	106.7633%
4	0805            A.M. COHRON & SON, INC.	\$ 823,726.62	108.4057%
5	2853            SIMON CONTRACTORS AND SUBSIDIARIES	\$ 839,629.85	110.4986%

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ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12

PAGE : 105 -3

TABULATION OF BIDS

CALL ORDER : 105  
LETTING DATE : 07/26/12 1:30 PM

CONTRACT ID : 1786X  
DISTRICT : 1

COUNTIES : LANCASTER

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	( 1 ) 2860 COMMERCIAL CONSTRUCTION, IN		( 2 ) 0880 CHRISTENSEN BROS., INC.		( 3 ) 1742 HERBST CONSTRUCTION, INC.		
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
SECTION 0001 GROUP 1 GRADING								
0001 0030.10 MOBILIZATION		LUMP	5000.00000	5000.00	3000.00000	3000.00	4000.00000	4000.00
0002 1000.00 LARGE TREE REMOVAL	16.000	EACH	50.00000	800.00	50.00000	800.00	75.00000	1200.00
0003 1009.00 GENERAL CLEARING AND GRUBBING		LUMP	4000.00000	4000.00	4000.00000	4000.00	4400.00000	4400.00
0004 1010.01 EXCAVATION (ESTABLISHED QUANTITY)	5051.000	CY	6.00000	30306.00	6.00000	30306.00	6.00000	30306.00
0005 1011.00 WATER	8.000	MGAL	30.00000	240.00	30.00000	240.00	30.00000	240.00
0006 1102.00 REMOVE ASPHALT SURFACE	1722.000	SY	4.00000	6888.00	4.00000	6888.00	4.00000	6888.00
0007 1701.24 24" DRIVEWAY CULVERT PIPE, TYPE 2,3,4,5 6,7 OR 8	34.000	LF	35.00000	1190.00	35.00000	1190.00	35.00000	1190.00
0008 1701.36 36" DRIVEWAY CULVERT PIPE, TYPE 2,3,4,5 6,7 OR 8	36.000	LF	60.00000	2160.00	60.00000	2160.00	60.00000	2160.00
0009 7017.00 REMOVE GUARDRAIL	325.000	LF	3.00000	975.00	3.00000	975.00	4.00000	1300.00
0010 L006.00 COVER CROP SEEDING	2.000	ACRE	280.00000	560.00	300.00000	600.00	450.00000	900.00
0011 L019.13 EROSION CONTROL, CLASS 1D	4205.000	SY	1.30000	5466.50	1.30000	5466.50	1.40000	5887.00
0012 L021.51 EROSION CHECKS, TYPE WATTLE	176.000	LF	2.95000	519.20	3.00000	528.00	4.00000	704.00
0013 L022.11 FABRIC SILT FENCE-LOW POROSITY	497.000	LF	2.95000	1466.15	3.00000	1491.00	4.00000	1988.00
0014 L022.12 FABRIC SILT FENCE-HIGH POROSITY	130.000	LF	2.95000	383.50	3.00000	390.00	3.00000	390.00
SECTION TOTALS			\$	59,954.35	\$	58,034.50	\$	61,553.00
SECTION 0002 GROUP 4 CULVERTS								
0015 0030.40 MOBILIZATION		LUMP	1500.00000	1500.00	1000.00000	1000.00	1750.00000	1750.00
0016 4050.01 EXCAVATION FOR PIPE, PIPE-ARCH CULVERTS AND HEADWALLS	173.000	CY	7.16000	1238.68	12.00000	2076.00	8.00000	1384.00

# ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12

PAGE : 105 -4

TABULATION OF BIDS

CALL ORDER : 105  
 LETTING DATE : 07/26/12 1:30 PM

CONTRACT ID : 1786X  
 DISTRICT : 1

COUNTIES : LANCASTER

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	( 1 ) 2860 COMMERCIAL CONSTRUCTION, IN		( 2 ) 0880 CHRISTENSEN BROS., INC.		( 3 ) 1742 HERBST CONSTRUCTION, INC.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0017 4100.06 CLASS 47B-3000 CONCRETE FOR HEADWALL	2.780 CY	739.51000	2055.84	900.00000	2502.00	950.00000	2641.00
0018 4150.00 REINFORCING STEEL FOR HEADWALL	237.000 LB	1.32000	312.84	3.00000	711.00	3.00000	711.00
0019 P375.36 36" ROUND EQUIVALENT CULVERT PIPE, TYPE 3,4 OR 5	74.000 LF	61.40000	4543.60	50.00000	3700.00	60.00000	4440.00
0020 P375.48 48" ROUND EQUIVALENT CULVERT PIPE, TYPE 3,4,OR 5	70.000 LF	84.71000	5929.70	70.00000	4900.00	100.00000	7000.00
SECTION TOTALS		\$	15,580.66	\$	14,889.00	\$	17,926.00
SECTION 0003 GROUP 6 BRIDGE AT STA. 27+30 125'-0" 3-SPAN CONTINUOUS CONCRETE SLAB BRIDGE							
0021 0030.60 MOBILIZATION	LUMP	55000.00000	55000.00	54000.00000	54000.00	48000.00000	48000.00
0022 1043.50 RIPRAP FILTER FABRIC	1330.000 SY	2.60000	3458.00	3.00000	3990.00	2.00000	2660.00
0023 3050.15 CONCRETE FOR PAVEMENT APPROACHES CLASS 47BD-4000	131.500 CY	200.00000	26300.00	240.00000	31560.00	290.00000	38135.00
0024 3051.10 EPOXY COATED REINFORCING STEEL FOR PAVEMENT APPROACHES	21450.000 LB	0.96000	20592.00	0.80000	17160.00	1.00000	21450.00
0025 6000.10 ABUTMENT NO.1 EXCAVATION	25.000 LS	3200.00000	3200.00	3000.00000	3000.00	5000.00000	5000.00
0026 6000.11 ABUTMENT NO.2 EXCAVATION	25.000 LS	3200.00000	3200.00	3000.00000	3000.00	5000.00000	5000.00
0027 6001.50 BENT NO.1 EXCAVATION	30.000 LS	5000.00000	5000.00	15000.00000	15000.00	12000.00000	12000.00
0028 6001.51 BENT NO.2 EXCAVATION	30.000 LS	5000.00000	5000.00	15000.00000	15000.00	12000.00000	12000.00
0029 6010.22 CLASS 47B-3000 CONCRETE FOR BRIDGE	179.700 CY	350.00000	62895.00	380.00000	68286.00	400.00000	71880.00
0030 6010.26 CLASS 47BD-4000 CONCRETE FOR BRIDGE	256.000 CY	400.00000	102400.00	320.00000	81920.00	340.00000	87040.00
0031 6040.00 REMOVE STRUCTURE AT STA. 27+33.00	1.000 EACH	63653.92000	63653.92	48000.00000	48000.00	42000.00000	42000.00
0032 6052.55 ACCESS CROSSING	LUMP	8000.00000	8000.00	0.00000	0.00	8000.00000	8000.00

# ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12  
PAGE : 105 -5

TABULATION OF BIDS

CALL ORDER : 105  
LETTING DATE : 07/26/12 1:30 PM

CONTRACT ID : 1786X  
DISTRICT : 1

COUNTIES : LANCASTER

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		( 1 ) 2860 COMMERCIAL CONSTRUCTION, IN		( 2 ) 0880 CHRISTENSEN BROS., INC.		( 3 ) 1742 HERBST CONSTRUCTION, INC.	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0033 6080.00 STRUCTURAL STEEL FOR SUBSTRUCTURE	1720.000	LB	1.88000	3233.60	2.00000	3440.00	4.00000	6880.00
0034 6105.02 ROCK RIPRAP, TYPE B	1070.000	TON	37.60000	40232.00	38.00000	40660.00	40.00000	42800.00
0035 6105.30 SALVAGING AND PLACING TOPSOIL ON RIPRAP	1330.000	SY	1.60000	2128.00	1.60000	2128.00	4.00000	5320.00
0036 6131.50 EPOXY COATED REINFORCING STEEL	69130.000	LB	0.70000	48391.00	0.80000	55304.00	1.00000	69130.00
0037 6210.14 HP 12 INCH X 53 LB STEEL PILING	2740.000	LF	30.00000	82200.00	34.00000	93160.00	34.00000	93160.00
0038 6310.00 STEEL SHEET PILING	2088.000	SF	16.00000	33408.00	21.00000	43848.00	17.00000	35496.00
SECTION TOTALS			\$	568,291.52	\$	579,456.00	\$	605,951.00
SECTION 0004 GROUP 7 GUARDRAIL								
0039 0030.70 MOBILIZATION		LUMP	400.00000	400.00	800.00000	800.00	850.00000	850.00
0040 7020.00 BRIDGE APPROACH SECTIONS	4.000	EACH	2435.00000	9740.00	2000.00000	8000.00	2000.00000	8000.00
0041 7021.47 MELT	4.000	EACH	1750.00000	7000.00	2000.00000	8000.00	2000.00000	8000.00
SECTION TOTALS			\$	17,140.00	\$	16,800.00	\$	16,850.00
SECTION 0005 GROUP 9 BITUMINOUS								
0042 0030.90 MOBILIZATION		LUMP	7250.00000	7250.00	6000.00000	6000.00	8500.00000	8500.00
0043 2020.00 SPECIAL SURFACE COURSE FOR MAILBOX TURNOUTS	29.000	SY	12.00000	348.00	5.00000	145.00	12.00000	348.00
0044 2021.00 MAILBOX POST	2.000	EACH	100.00000	200.00	100.00000	200.00	150.00000	300.00
0045 8022.12 HYDRATED LIME FOR ASPHALT MIXTURES	8.000	TON	0.00000	0.00	0.00000	0.00	195.90000	1567.20
0046 9005.75 ASPHALTIC CONCRETE, TYPE SPR	790.000	TON	38.75000	30612.50	41.00000	32390.00	38.00000	30020.00
0047 9009.00 PLACEMENT OF ASPHALTIC CONCRETE FOR DRIVEWAYS AND INTERSECTIONS	64.000	SY	4.75000	304.00	5.00000	320.00	12.00000	768.00

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12

PAGE : 105 -6

TABULATION OF BIDS

CALL ORDER : 105  
LETTING DATE : 07/26/12 1:30 PM

CONTRACT ID : 1786X  
DISTRICT : 1

COUNTIES : LANCASTER

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		( 1 ) 2860 COMMERCIAL CONSTRUCTION, IN		( 2 ) 0880 CHRISTENSEN BROS., INC.		( 3 ) 1742 HERBST CONSTRUCTION, INC.	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0048 9021.13 PERFORMANCE GRADED BINDER (64-34)	44.240	TON	615.00000	27207.60	620.00000	27428.80	770.00000	34064.80
0049 9053.00 TACK COAT	180.000	GAL	2.65000	477.00	2.70000	486.00	2.20000	396.00
0050 9111.00 WATER	9.000	MGAL	46.00000	414.00	30.00000	270.00	30.00000	270.00
0051 9170.00 EARTH SHOULDER CONSTRUCTION	13.460	STA	340.00000	4576.40	340.00000	4576.40	350.00000	4711.00
0052 9173.20 SUBGRADE PREPARATION	1783.000	SY	3.55000	6329.65	1.70000	3031.10	3.00000	5349.00
0053 9300.38 RAP INCENTIVE PAYMENT	1343.000	EACH	1.00000	1343.00	1.00000	1343.00	1.00000	1343.00
0054 L001.01 SEEDING, TYPE A	1.000	ACRE	875.00000	875.00	900.00000	900.00	1200.00000	1200.00
0055 L001.02 SEEDING, TYPE B	1.000	ACRE	750.00000	750.00	800.00000	800.00	1100.00000	1100.00
0056 L032.75 MULCH	4.000	TON	180.00000	720.00	180.00000	720.00	200.00000	800.00
SECTION TOTALS			\$	81,407.15	\$	78,610.30	\$	90,737.00
SECTION 0006 GROUP 10 GENERAL ITEMS								
0057 0001.10 BARRICADE, TYPE III	3180.000	B DAY	3.50000	11130.00	3.00000	9540.00	2.75000	8745.00
0058 0001.90 SIGN DAY	4240.000	EACH	0.10000	424.00	0.20000	848.00	0.50000	2120.00
0059 0001.99 CONTRACTOR FURNISHED SIGN DAY	530.000	EACH	0.10000	53.00	0.20000	106.00	0.50000	265.00
0060 0030.00 MOBILIZATION		LUMP	1000.00000	1000.00	3000.00000	3000.00	2000.00000	2000.00
0061 9110.01 RENTAL OF LOADER, FULLY OPERATED	10.000	hour	80.00000	800.00	120.00000	1200.00	70.00000	700.00
0062 9110.03 RENTAL OF DUMP TRUCK, FULLY OPERATED	10.000	hour	80.00000	800.00	100.00000	1000.00	70.00000	700.00
0063 9110.07 RENTAL OF SKID LOADER, FULLY OPERATED	10.000	hour	65.00000	650.00	100.00000	1000.00	60.00000	600.00
0064 9110.27 RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	10.000	hour	115.00000	1150.00	140.00000	1400.00	110.00000	1100.00

**ORIGINAL**

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12

PAGE : 105 -7

TABULATION OF BIDS

CALL ORDER : 105  
LETTING DATE : 07/26/12 1:30 PM

CONTRACT ID : 1786X  
DISTRICT : 1

COUNTIES : LANCASTER

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		( 1 ) 2860 COMMERCIAL CONSTRUCTION, IN		( 2 ) 0880 CHRISTENSEN BROS., INC.		( 3 ) 1742 HERBST CONSTRUCTION, INC.	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0065 L022.75 TEMPORARY SILT CHECK	200.000	LF	2.95000	590.00	3.00000	600.00	4.00000	800.00
0066 L022.90 TEMPORARY SILT FENCE	300.000	LF	2.95000	885.00	3.00000	900.00	4.00000	1200.00
SECTION TOTALS			\$	17,482.00	\$	19,594.00	\$	18,230.00
CONTRACT TOTALS			\$	759,855.68	\$	767,383.80	\$	811,247.00

# ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12

PAGE : 105 -8

TABULATION OF BIDS

CALL ORDER : 105  
LETTING DATE : 07/26/12 1:30 PM

CONTRACT ID : 1786X  
DISTRICT : 1

COUNTIES : LANCASTER

LINE NO / ITEM CODE / ALT		( 4 ) 0805 COHRON & SON, INC. (A. M.)		( 5 ) 2853 SIMON CONTRACTORS AND SUBSI		( )	
ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SECTION 0001 GROUP 1 GRADING							
0001 0030.10 MOBILIZATION	LUMP	4000.00000	4000.00	700.00000	700.00		
0002 1000.00 LARGE TREE REMOVAL	16.000 EACH	50.00000	800.00	380.00000	6080.00		
0003 1009.00 GENERAL CLEARING AND GRUBBING	LUMP	4000.00000	4000.00	3600.00000	3600.00		
0004 1010.01 EXCAVATION (ESTABLISHED QUANTITY)	5051.000 CY	6.00000	30306.00	6.85000	34599.35		
0005 1011.00 WATER	8.000 MGAL	30.00000	240.00	30.00000	240.00		
0006 1102.00 REMOVE ASPHALT SURFACE	1722.000 SY	5.27000	9074.94	3.60000	6199.20		
0007 1701.24 24" DRIVEWAY CULVERT PIPE, TYPE 2,3,4,5 6,7 OR 8	34.000 LF	35.00000	1190.00	42.00000	1428.00		
0008 1701.36 36" DRIVEWAY CULVERT PIPE, TYPE 2,3,4,5 6,7 OR 8	36.000 LF	60.00000	2160.00	49.00000	1764.00		
0009 7017.00 REMOVE GUARDRAIL	325.000 LF	3.50000	1137.50	3.50000	1137.50		
0010 L006.00 COVER CROP SEEDING	2.000 ACRE	500.00000	1000.00	550.00000	1100.00		
0011 L019.13 EROSION CONTROL, CLASS 1D	4205.000 SY	1.38000	5802.90	1.55000	6517.75		
0012 L021.51 EROSION CHECKS, TYPE WATTLE	176.000 LF	3.00000	528.00	3.50000	616.00		
0013 L022.11 FABRIC SILT FENCE-LOW POROSITY	497.000 LF	3.00000	1491.00	3.50000	1739.50		
0014 L022.12 FABRIC SILT FENCE-HIGH POROSITY	130.000 LF	3.00000	390.00	3.50000	455.00		
SECTION TOTALS			\$ 62,120.34		\$ 66,176.30		\$ 0.00
SECTION 0002 GROUP 4 CULVERTS							
0015 0030.40 MOBILIZATION	LUMP	2000.00000	2000.00	9600.00000	9600.00		
0016 4050.01 EXCAVATION FOR PIPE, PIPE-ARCH CULVERTS AND HEADWALLS	173.000 CY	14.00000	2422.00	14.50000	2508.50		

# ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12

PAGE : 105 -9

TABULATION OF BIDS

CALL ORDER : 105  
 LETTING DATE : 07/26/12 1:30 PM

CONTRACT ID : 1786X  
 DISTRICT : 1

COUNTIES : LANCASTER

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	( 4 ) 0805 COHRON & SON, INC. (A. M.)		( 5 ) 2853 SIMON CONTRACTORS AND SUBSI		( )	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0017 4100.06 CLASS 47B-3000 CONCRETE FOR HEADWALL	2.780 CY	1650.00000	4587.00	620.00000	1723.60		
0018 4150.00 REINFORCING STEEL FOR HEADWALL	237.000 LB	3.60000	853.20	1.75000	414.75		
0019 P375.36 36" ROUND EQUIVALENT CULVERT PIPE, TYPE 3,4 OR 5	74.000 LF	69.00000	5106.00	54.00000	3996.00		
0020 P375.48 48" ROUND EQUIVALENT CULVERT PIPE, TYPE 3,4,OR 5	70.000 LF	78.00000	5460.00	78.00000	5460.00		
SECTION TOTALS		\$	20,428.20	\$	23,702.85	\$	0.00
SECTION 0003 GROUP 6 BRIDGE AT STA. 27+30		125'-0" 3-SPAN CONTINUOUS CONCRETE SLAB BRIDGE					
0021 0030.60 MOBILIZATION	LUMP	38176.62000	38176.62	53000.00000	53000.00		
0022 1043.50 RIPRAP FILTER FABRIC	1330.000 SY	2.25000	2992.50	2.00000	2660.00		
0023 3050.15 CONCRETE FOR PAVEMENT APPROACHES CLASS 47BD-4000	131.500 CY	225.75000	29686.13	210.00000	27615.00		
0024 3051.10 EPOXY COATED REINFORCING STEEL FOR PAVEMENT APPROACHES	21450.000 LB	0.94000	20163.00	1.10000	23595.00		
0025 6000.10 ABUTMENT NO.1 EXCAVATION	25.000 LS	1750.00000	1750.00	1600.00000	1600.00		
0026 6000.11 ABUTMENT NO.2 EXCAVATION	25.000 LS	1750.00000	1750.00	1600.00000	1600.00		
0027 6001.50 BENT NO.1 EXCAVATION	30.000 LS	14500.00000	14500.00	9200.00000	9200.00		
0028 6001.51 BENT NO.2 EXCAVATION	30.000 LS	14500.00000	14500.00	9200.00000	9200.00		
0029 6010.22 CLASS 47B-3000 CONCRETE FOR BRIDGE	179.700 CY	475.00000	85357.50	381.00000	68465.70		
0030 6010.26 CLASS 47BD-4000 CONCRETE FOR BRIDGE	256.000 CY	510.00000	130560.00	507.00000	129792.00		
0031 6040.00 REMOVE STRUCTURE AT STA. 27+33.00	1.000 EACH	22445.13000	22445.13	11400.00000	11400.00		
0032 6052.55 ACCESS CROSSING	LUMP	13506.84000	13506.84	12000.00000	12000.00		

# ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12

PAGE : 105 -10

TABULATION OF BIDS

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CONTRACT ID : 1786X  
 DISTRICT : 1

COUNTIES : LANCASTER

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		( 4 ) 0805 COHRON & SON, INC. (A. M.)		( 5 ) 2853 SIMON CONTRACTORS AND SUBSI		( )	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0033 6080.00 STRUCTURAL STEEL FOR SUBSTRUCTURE	1720.000	LB	2.55000	4386.00	2.40000	4128.00		
0034 6105.02 ROCK RIPRAP, TYPE B	1070.000	TON	47.25000	50557.50	43.00000	46010.00		
0035 6105.30 SALVAGING AND PLACING TOPSOIL ON RIPRAP	1330.000	SY	4.15000	5519.50	3.30000	4389.00		
0036 6131.50 EPOXY COATED REINFORCING STEEL	69130.000	LB	0.90000	62217.00	0.97000	67056.10		
0037 6210.14 HP 12 INCH X 53 LB STEEL PILING	2740.000	LF	33.50000	91790.00	40.00000	109600.00		
0038 6310.00 STEEL SHEET PILING	2088.000	SF	15.82000	33032.16	17.25000	36018.00		
SECTION TOTALS				\$ 622,889.88		\$ 617,328.80		\$ 0.00
SECTION 0004 GROUP 7 GUARDRAIL								
0039 0030.70 MOBILIZATION		LUMP	1500.00000	1500.00	500.00000	500.00		
0040 7020.00 BRIDGE APPROACH SECTIONS	4.000	EACH	2000.00000	8000.00	2700.00000	10800.00		
0041 7021.47 MELT	4.000	EACH	2000.00000	8000.00	1900.00000	7600.00		
SECTION TOTALS				\$ 17,500.00		\$ 18,900.00		\$ 0.00
SECTION 0005 GROUP 9 BITUMINOUS								
0042 0030.90 MOBILIZATION		LUMP	6000.00000	6000.00	6600.00000	6600.00		
0043 2020.00 SPECIAL SURFACE COURSE FOR MAILBOX TURNOUTS	29.000	SY	12.00000	348.00	14.00000	406.00		
0044 2021.00 MAILBOX POST	2.000	EACH	100.00000	200.00	170.00000	340.00		
0045 8022.12 HYDRATED LIME FOR ASPHALT MIXTURES	8.000	TON	195.90000	1567.20	220.00000	1760.00		
0046 9005.75 ASPHALTIC CONCRETE, TYPE SPR	790.000	TON	38.00000	30020.00	42.00000	33180.00		
0047 9009.00 PLACEMENT OF ASPHALTIC CONCRETE FOR DRIVEWAYS AND INTERSECTIONS	64.000	SY	12.00000	768.00	14.00000	896.00		

# ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12

PAGE : 105 -11

TABULATION OF BIDS

CALL ORDER : 105  
 LETTING DATE : 07/26/12 1:30 PM

CONTRACT ID : 1786X  
 DISTRICT : 1

COUNTIES : LANCASTER

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		( 4 ) 0805 COHRON & SON, INC. (A. M.)		( 5 ) 2853 SIMON CONTRACTORS AND SUBSI		( )	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0048 9021.13 PERFORMANCE GRADED BINDER (64-34)	44.240	TON	770.00000	34064.80	855.00000	37825.20		
0049 9053.00 TACK COAT	180.000	GAL	2.20000	396.00	2.50000	450.00		
0050 9111.00 WATER	9.000	MGAL	16.00000	144.00	18.00000	162.00		
0051 9170.00 EARTH SHOULDER CONSTRUCTION	13.460	STA	220.00000	2961.20	300.00000	4038.00		
0052 9173.20 SUBGRADE PREPARATION	1783.000	SY	3.00000	5349.00	3.40000	6062.20		
0053 9300.38 RAP INCENTIVE PAYMENT	1343.000	EACH	1.00000	1343.00	1.00000	1343.00		
0054 L001.01 SEEDING, TYPE A	1.000	ACRE	1050.00000	1050.00	1600.00000	1600.00		
0055 L001.02 SEEDING, TYPE B	1.000	ACRE	950.00000	950.00	1600.00000	1600.00		
0056 L032.75 MULCH	4.000	TON	200.00000	800.00	110.00000	440.00		
SECTION TOTALS				\$ 85,961.20		\$ 96,702.40		\$ 0.00
SECTION 0006 GROUP 10 GENERAL ITEMS								
0057 0001.10 BARRICADE, TYPE III	3180.000	B DAY	2.50000	7950.00	2.80000	8904.00		
0058 0001.90 SIGN DAY	4240.000	EACH	0.10000	424.00	0.15000	636.00		
0059 0001.99 CONTRACTOR FURNISHED SIGN DAY	530.000	EACH	0.10000	53.00	0.15000	79.50		
0060 0030.00 MOBILIZATION		LUMP	1250.00000	1250.00	1400.00000	1400.00		
0061 9110.01 RENTAL OF LOADER, FULLY OPERATED	10.000	HOUR	85.00000	850.00	90.00000	900.00		
0062 9110.03 RENTAL OF DUMP TRUCK, FULLY OPERATED	10.000	HOUR	70.00000	700.00	80.00000	800.00		
0063 9110.07 RENTAL OF SKID LOADER, FULLY OPERATED	10.000	HOUR	60.00000	600.00	75.00000	750.00		
0064 9110.27 RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	10.000	HOUR	105.00000	1050.00	110.00000	1100.00		

**ORIGINAL**

NEBRASKA DEPARTMENT OF ROADS

DATE : 07/26/12

PAGE : 105 -12

TABULATION OF BIDS

CALL ORDER : 105  
LETTING DATE : 07/26/12 1:30 PM

CONTRACT ID : 1786X  
DISTRICT : 1

COUNTIES : LANCASTER

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		( 4 ) 0805 COHRON & SON, INC. (A. M.)		( 5 ) 2853 SIMON CONTRACTORS AND SUBSI		( )	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0065 L022.75 TEMPORARY SILT CHECK	200.000	LF	3.90000	780.00	4.50000	900.00		
0066 L022.90 TEMPORARY SILT FENCE	300.000	LF	3.90000	1170.00	4.50000	1350.00		
SECTION TOTALS			\$	14,827.00	\$	16,819.50	\$	0.00
CONTRACT TOTALS			\$	823,726.62	\$	839,629.85	\$	



Dave Heineman  
Governor

# STATE OF NEBRASKA

DEPARTMENT OF ROADS

Monty W. Fredrickson, P.E., Director

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

August 15, 2012

RECEIVED

AUG 20 2012

LANCASTER COUNTY  
CLERK

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

To Whom It May Concern:

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

Project(s): BR-3280(4)  
Location: ON A COUNTY ROAD, EAST OF SPRAGUE  
Control No(s): 12786  
Letting Date: 7/26/2012  
Award Date: 8/8/2012  
County(ies): LANCASTER  
Type of Work: GROUP 1, GROUP 4, GROUP 6, GROUP 7, GROUP 9, GROUP 10

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

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

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

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

Sincerely,

Department of Roads

Karen McCord  
Highway Contracts Technician  
Contract Lettings Section  
Construction Division

CC: Jim Wilkinson  
County Highway Superintendent

Enclosures

Letting: 12072601  
Call: 105  
Contract ID: 1786X

Project No.: BR-3280(4)

**NEBRASKA  
LOCAL PUBLIC AGENCY  
CONTRACT AND BOND  
CONTRACT**

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

WITNESSETH: That the party of the second part, for and in consideration of the sum of **SEVEN HUNDRED FIFTY NINE THOUSAND, EIGHT HUNDRED FIFTY FIVE AND 68/100 DOLLARS** payable as set forth in the specifications constituting a part of this contract, hereby agrees to perform in accordance with the plans, specifications, and special provisions therefore, and in the location designated in the proposal form, the various groups of work, including all items contained in each specified group, awarded said party of the second part on the **8th day of August, 2012**, as follows: being groups numbered **GROUP 1, GROUP 4, GROUP 6, GROUP 7, GROUP 9, GROUP 10** on project number **BR-3280(4)** in **LANCASTER** County(ies) in Nebraska as shown in the schedule of prices bid in the attached proposal which is a part of this contract.

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

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

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

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

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

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

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

Letting: 12072601  
Call: 105  
Contract ID: 1786X

Project No.: BR-3280(4)

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

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

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

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

COUNTY OF LANCASTER

\_\_\_\_\_  
*D. Schor*  
Mayor, Chairperson of the Board, or Chief Executive Officer ✓

Party  
of the  
First Part  
or Owner

COMMERCIAL CONSTRUCTION, INC.

\_\_\_\_\_  
*[Signature]*  
Principal (Signature) ✓

Party  
of the  
Second  
Part

\_\_\_\_\_  
Todd L. PAUSTIAN  
Principal (Printed Name) ✓

\_\_\_\_\_  
President Bridge Div.  
Title ✓

47-080-4896  
Federal ID Number

Letting: 12072601  
Call: 105  
Contract ID: 1786X

Project No.: BR-3280(4)

### CONTRACT BOND

**KNOW ALL MEN BY THESE PRESENTS:**

That we **COMMERCIAL CONSTRUCTION, INC.** as principal,  
and **International Fidelity Insurance Company** as sureties, are held and firmly bound  
unto the **COUNTY OF LANCASTER** of the State of Nebraska, in the penal sum of **\$759,855.68** dollars and for the  
payment of which we do hereby bind ourselves, our heirs, executors and administrators, jointly, severally, and firmly by these  
presents.

Date \_\_\_\_\_, A.D. 20 \_\_\_\_\_

The condition of the obligations is such that whereas, the above bounden **COMMERCIAL CONSTRUCTION, INC.** of **LINCOLN, NE** has been awarded by the **COUNTY OF LANCASTER**, the various groups of work, including all items contained in each specified group of work being groups numbered: **GROUP 1, GROUP 4, GROUP 6, GROUP 7, GROUP 9, GROUP 10** on Project No. **BR-3280(4)** in **LANCASTER** County(ies), Nebraska, copy of which contract together with all of its terms, covenants, conditions and stipulations is incorporated herein and made a part hereof as fully and amply as if said contract were recited at length herein.

NOW THEREFORE, if said **COMMERCIAL CONSTRUCTION, INC.** as principal shall in all respects fulfill this said contract according to the terms and the tenor thereof, and shall faithfully discharge the duties and obligations therein assumed, then the above obligation is to be void and of no effect; otherwise to be and remain in full force and virtue in law.

It is expressly understood and agreed that this bond is given to secure and does secure not only the faithful performance by the principal herein named of said contract for the construction work as specified in said contract and in strict accordance with the terms of said contract and the plans, specifications and all special provisions made a part thereof; but that it is given to secure and does secure also the payment by the said bounden **COMMERCIAL CONSTRUCTION, INC.** of all overpayments made to said principal by the Department of Roads, on behalf of the Owner, and of all just claims to all laborers and mechanics for labor that shall be performed, and for the payment of all material, supplies and equipment which is used or rented in performing the contract, and for the payment of all taxes, including contributions and interest due under the Nebraska Employment Security Law, which may accrue, pursuant to Sections 77-3103 to 77-3112 or any other provision of law, to the State of Nebraska and the political subdivisions thereof on account of the execution and performance of this contract, and if such payments be made then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No contract shall be valid which seeks to limit the time to less than one year in which an action may be brought upon the bond covering the construction work, and this bond is made, executed and delivered with such understanding.

Signed this	day of	2012	<u>INTERNATIONAL FIDELITY INSURANCE COMPANY</u>
<u>COMMERCIAL CONSTRUCTION, INC.</u>			 Surety
	Principal (Signature) ✓		Attorney-in-Fact (Signature) ✓
	<u>Todd C. Pavstian</u>		<u>Robert T. Cirone</u>
	Principal (Printed Name) ✓		Attorney-in-Fact (Printed Name) ✓
	<u>President Bridge Div.</u>		<u>Gene Lilly Surety Bonds, Inc.</u>
	Title ✓		Agency/Business Name ✓
			<u>3440 O Street, Lincoln, NE 68510</u>
			Agency/Business Address ✓
			<u>(402) 475-7700</u>
			Phone Number ✓



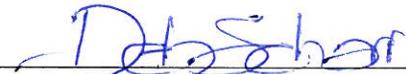
# Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

FORM  
17

PURCHASING AGENT APPOINTMENT					
Name and Address of Prime Contractor			Name and Address of Governmental Unit or Exempt Organization		
Name COMMERCIAL CONSTRUCTION, INC.			Name County of Lancaster		
Street or Other Mailing Address 555 W SOUTH ST			Street or Other Mailing Address 555 South 10 <sup>th</sup> Street		
City LINCOLN	State NE	Zip Code 68501-3558	City Lincoln	State NE	Zip Code 68508
Name and Location of Project			Appointment Information		
Name BR-3280(4) in LANCASTER COUNTY			Effective Date		
Street or Other Mailing Address			Expiration Date 12/31/2013		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only) NA		
Identify Project BR-3280(4) ON A COUNTY ROAD, EAST OF SPRAGUE					

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

sign  
here ▶

  
Authorized Signature of Governmental Unit or Exempt Organization

  
Title  
Date

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

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

sign  
here ▶

Signature of Prime Contractor or Authorized Representative

Title

Date

## INSTRUCTIONS

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

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

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

NDOR

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

6-139-1970 Rev. 4-2009 Supersedes 6-139-1970 Rev. 2-2008

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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