

Bid Request Number	19-122 Addendum 1	Organization	Lincoln Purchasing
Title	Asphalt Paving & Resurfacing 2019, Project No. 19-01 (Co. Engineer)	Bid Creator	Robert Walla Purchasing Agent
Description	If you need assistance in preparing your bid, contact our office at 402-441-8103 to set	Email	rwalla@lincoln.ne.gov
Bid Type	Bid	Phone	1 (402) 441-8309
Open Date	4/8/2019 03:35:14 PM (CT)	Fax	1 (402) 441-6513
Close Date	4/24/2019 12:00:00 PM (CT)		

Responding Suppliers

Name	City	State	Response Submitted	Lines Responded	Response Total
PAVERS, INC	WAVERLY	NE	4/24/2019 10:31:36 AM (CT)	8	\$3,063,765.26
Western Engineering Co	Council Bluffs	IA	4/24/2019 10:53:19 AM (CT)	8	\$3,104,207.00

Header Attributes

Supplier Name	1 (Required)	2 (Required)	3 (Required)	4 (Required)	5 (Required)	6 (Required)	7 (Required)	8 (Required)
	Instructions to Supplemental Insurance Re I acknowledge	I acknowledge	Vendor agree	I acknowledge	I have attache	I have attache	I acknowledge	I acknowledge
PAVERS, INC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Western Engineering Co	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

9 (Required)	10 (Required)	11 (Required)	12 (Required)	13 (Required)	14 (Required)	15 (Required)	16 (Required)	17 (Required)
Sample Cont	Bonds	Tax Exempt Ce	Tax Assessme	Bid Bond Subr	Project Dates	Unit Price Spr	Employee Clas	Contact
I acknowledg	I acknowledge	Materials beinç	I acknowledge	I acknowledge	The Contractor	I acknowledge	I acknowledge	Name of perso
Yes	Yes	Yes	Yes	I have scanner	Yes	Yes	Yes	Mike Tidball
Yes	Yes	Yes	Yes	I have scanner	Yes	Yes	Yes	Brian Henthorn

18 (Required) 19 (Required) 20 (Required)

Electronic Signatures Agreement to Addendum No. 1

Please check if your company Respondent hereby certifies that the change set forth in this addendum has been incorporated

Yes	No	Yes
Yes	No	Yes

Line Items**Line 1** **Project No. 19-01; Asphalt Paving**

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>	<u>Note to Buyer</u>
Western Engineering Co		1 Lump Sum	\$503,969.03	\$503,969.03				
PAVERS, INC		1 Lump Sum	\$517,812.25	\$517,812.25				

Line 2 **Project No. 19-01; Asphalt Paving**

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>	<u>Note to Buyer</u>
Western Engineering Co		1 Lump Sum	\$610,212.66	\$610,212.66				
PAVERS, INC		1 Lump Sum	\$627,628.03	\$627,628.03				

Line 3 **Project No. 19-01; Asphalt Paving**

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>	<u>Note to Buyer</u>
Western Engineering Co		1 Lump Sum	\$338,875.73	\$338,875.73				
PAVERS, INC		1 Lump Sum	\$350,617.81	\$350,617.81				

Line 4 **Project No. 19-01; Asphalt Paving**

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>	<u>Note to Buyer</u>
Western Engineering Co		1 Lump Sum	\$426,561.47	\$426,561.47				
PAVERS, INC		1 Lump Sum	\$426,708.57	\$426,708.57				

Line 5 **Project No. 19-01; Asphalt Paving**

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>	<u>Note to Buyer</u>
PAVERS, INC		1 Lump Sum	\$98,880.14	\$98,880.14				
Western Engineering Co		1 Lump Sum	\$107,942.29	\$107,942.29				

Line 6 **Project No. 19-01; Asphalt Paving**

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>	<u>Note to Buyer</u>
PAVERS, INC		1 Lump Sum	\$439,313.08	\$439,313.08				
Western Engineering Co		1 Lump Sum	\$455,245.68	\$455,245.68				

Line 7 **Project No. 19-01; Asphalt Paving**

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>	<u>Note to Buyer</u>
PAVERS, INC		1 Lump Sum	\$407,662.42	\$407,662.42				
Western Engineering Co		1 Lump Sum	\$423,328.05	\$423,328.05				

Line 8 **Project No. 19-01; Asphalt Paving**

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Unit Price</u>	<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>	<u>Note to Buyer</u>
PAVERS, INC		1 Lump Sum	\$195,142.96	\$195,142.96				
Western Engineering Co		1 Lump Sum	\$238,072.09	\$238,072.09				

LANCASTER
COUNTY

Pamela L. Dingman, P.E.
County Engineer


ENGINEERING

Kenneth D. Schroeder, R.L.S.
Deputy County Surveyor

DEPARTMENT

DATE: May 9, 2019

TO: Jennifer Brinkman, Chairperson
Lancaster County Board of Commissioners

FROM: (FOR) Pamela L. Dingman, P.E. 
Lancaster County Engineer

SUBJECT: PROJECT NO. 19-01
BID NO. 19-122
ASPHALT PAVING AND RESURFACING 2019

We have reviewed the bids received for the project listed above and recommend that it be awarded to the firm of Pavers, Inc. of Waverly, Nebraska, with the low bid of \$3,063,765.26 for Parts I through VIII, PROVIDED that the resulting contract shall contain the following two express conditions precedent:

Express Condition Precedent. The obligation to perform any duties and the entitlement to exercise any powers in the Agreement with respect to Part VII of Bid 19-122, is subject to the following express condition precedent: unless the County receives from the Village of Firth payment in the amount of \$122,298.73 on or before June 1, 2019, then neither party to this Agreement shall have any obligation to perform any of the duties, nor shall any party to this Agreement be entitled to exercise any of the powers, provided for in this Agreement with respect to Part VII of Bid 19-122. In the event of the nonoccurrence of the foregoing express condition precedent, which must be exactly fulfilled, this Agreement with respect to Part VII of Bid 19-122 shall become a nullity and entirely void, and no legal relation shall arise between the parties regarding the subject matter of this Agreement with respect to Part VII of Bid 19-122. The foregoing express condition precedent may not be excused except by a separate written instrument adopted by a lawful action of the Lancaster County Board of County Commissioners.

Express Condition Precedent. The obligation to perform any duties and the entitlement to exercise any powers in the Agreement with respect to Part VIII of Bid 19-122, is subject to the following express condition precedent: unless the County receives from the Village of Malcolm payment in the amount of \$178,218.40 on or before June 30, 2019, then neither party to this Agreement shall have any obligation to perform any of the duties, nor shall any party to this Agreement be entitled to exercise any of the powers, provided for in this Agreement with respect to Part VIII of Bid 19-122. In the event of the nonoccurrence of the foregoing express condition precedent, which must be exactly fulfilled, this Agreement with respect to Part VIII of Bid 19-122 shall become a nullity and entirely void, and no legal relation shall arise between the parties regarding the subject matter of this Agreement with respect to Part VIII of Bid 19-122. The foregoing express condition precedent may not be excused except by a separate written instrument adopted by a lawful action of the Lancaster County Board of County Commissioners.

This recommendation is contingent on the bidder meeting all the requirements of the contract documents including the insurance and bonding requirements.

cc: Bob Walla, Purchasing Department
Monet McCullen, County Clerk's Office
Mike Tidball, Pavers, Inc.