BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA  

RESOLUTION AWARDING LOW BID FOR WERNER PARK NETTING SYSTEM  
FOR THE FACILITIES MANAGEMENT DEPARTMENT  

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

WHEREAS, bids for the Werner Park Netting System 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 Empire Netting and Fence for the Werner Park Netting System for Thirty Three Thousand Five Hundred Dollars and No Cents ($33,500.00) 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 4th day of December, 2018.  

ATTEST:  

Sarpy County Board Chairman  

Sarpy County Clerk  

[Signatures]
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Werner Park Netting Project

On November 19, 2018, three (3) bids were opened for the Werner Park Netting System. After review, it is recommended the bid be awarded to the low bidder, Empire Netting & Fence from Lincoln, NE for $33,500. The bids ranged from $33,500 - $52,766 and include engineering and installation of a new net that extends from behind home plate to the end of each dugout. Empire Netting has an estimated completion date of February 8, 2019, which meets the requirements identified within the specifications.

Facilities Management and Purchasing contacted the references for Empire Netting and they were very positive. The work completed by the references was the same as what is being requested at Werner Park. One reference gave the company an A+. There were no negative responses to the questions asked.

Based on the bids received and review, Facilities Management and Purchasing are comfortable moving forward with the low bid. Please contact me with any questions at bgarber@sarpy.com.

November 27, 2018

Beth Garber

cc: Dan Hoins
    Scott Bovick
    Brian Hanson
    Deb Houghtaling
    Ross Richards
AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter “County”, and Empire Net Fencing, hereinafter “Vendor”.

WHEREAS, County is desirous of contracting for Werner Park Netting System for the Facilities Management Department; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR

A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Werner Park Netting System in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.

B. All provisions of each document and item referred to in Paragraph A 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.

C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.

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

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

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services
documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

E. Vendor will submit an invoice to County for work completed for the base bid, based on the amounts specified in Vendor’s bid. Such invoices shall be submitted to:

Facilities Management Department
Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE 68046

F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor’s bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor’s bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska 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 County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.
V. **SCOPE OF AGREEMENT**

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

**County:** Ms. Debra Houghtaling  
Clerk of Sarpy County  
1210 Golden Gate Drive, Suite 1250  
Papillion, NE 68046

**Vendor:** Empire Netting & Fence  
5151 N. Cotner Blvd  
Lincoln, NE 68507
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 21st day of November, 2018.

(Seal)

ATTEST:

Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Chairperson
Sarpy County Board of Commissioners

Approved as to Form:

Deputy County Attorney

Vendor: Empire Net + Fence

By: President

Title:
**Event Number** | 2019-38 Addendum 1  
**Event Title** | Werner Park Netting System  
**Event Description** |  
**Event Type** | RFP Public Works  
**Issue Date** | 10/25/2018 02:32:27 PM (CT)  
**Close Date** | 11/19/2018 10:00:00 AM (CT)  

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Empire Netting & Fence  
West Coast Netting, Inc  
Netting Professionals, LLC  

Total Price $33,500.00  
Total Price $41,000.00  
Total Price $52,766.00
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<td>Shane Montgomery Gary Collier Dale Vaughn</td>
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<td><a href="mailto:shane.montgomery@osu.edu">shane.montgomery@osu.edu</a> <a href="mailto:collier.26@osu.edu">collier.26@osu.edu</a> <a href="mailto:dvaughn@sjcfl.us">dvaughn@sjcfl.us</a></td>
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<td>Jeff Tilley Jorden Lorenz Emily Keilman</td>
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<td>Reference #3 - Email</td>
<td><a href="mailto:jefft@iowacubs.com">jefft@iowacubs.com</a> <a href="mailto:jordanc@ladodgers.com">jordanc@ladodgers.com</a> <a href="mailto:ekeilman@omahan.com">ekeilman@omahan.com</a></td>
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<td>(515) 280-2633 (323) 224-1326 (402) 341-1500</td>
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<tr>
<td>Empire Netting &amp; Fence</td>
<td>Jayme Pavel</td>
<td><a href="mailto:Jayme@empire-fence.com">Jayme@empire-fence.com</a></td>
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<tr>
<td>West Coast Netting, Inc</td>
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<td><a href="mailto:kwirth@westcoastnetting.com">kwirth@westcoastnetting.com</a></td>
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<td>Netting Professionals, LLC</td>
<td>Eli Rowe</td>
<td><a href="mailto:eli@nettingpros.com">eli@nettingpros.com</a></td>
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2019-38 Addendum 1
Empire Netting & Fence
Supplier Response

Event Information
Number: 2019-38 Addendum 1
Title: Werner Park Netting System
Type: Sealed Bid - Public Works
Issue Date: 10/25/2018
Deadline: 11/19/2018 10:00 AM (CT)

Contact Information
Contact: Beth Garber Purchaser
Address: 1210 Golden Gate Dr.
Papillion, NE 68046
Phone: (402) 593-4476 x
Email: bgarber@sarpy.com
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.

Jayme Pavel  
Signature  
Submitted at 11/19/2018 8:09:04 AM

Response Attachments

COI-owners copy 9-24-18.pdf
Certificate of insurance for Empire Net & Fence.

Bid Attributes

1 Acknowledgments

2 Standard Terms and Conditions
I acknowledge reading and understanding the Standard Terms and Conditions.
Acknowledged

3 Sample Contract
I acknowledge reading and understanding the sample contract.
Acknowledged

4 Specifications
I acknowledge reading and understanding the specifications.
Acknowledged

5 Company Information

6 Company Information - Years in Business
9 Years

7 Company Information - Number of Employees
30

8 Company Information - Total Sales for the Last Three (3) Years
11 Million
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<td>Reference #1 - Contact Name</td>
<td>Nick Grueser</td>
<td>Shane Montgomery</td>
<td>Jeff Tilley</td>
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<td><a href="mailto:ngrueser@lansinglugnuts.com">ngrueser@lansinglugnuts.com</a></td>
<td><a href="mailto:shane.montgomery@royals.com">shane.montgomery@royals.com</a></td>
<td><a href="mailto:jefft@iowacubs.com">jefft@iowacubs.com</a></td>
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<td>(816) 504-4270</td>
<td>(515) 280-2633</td>
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Schedule
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<td>Note: All work must be completed, as specified, and approved by Sarpy County by March 18, 2019.</td>
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**Bid Lines**

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**Response Total:** $33,500.00
2019-38 Addendum 1

Werner Park Netting System

Issue Date: 10/25/2018
Questions Deadline: 11/9/2018 12:00 PM (CT)
Response Deadline: 11/19/2018 10:00 AM (CT)

Contact Information
Contact: Beth Garber Purchaser
Address: 1210 Golden Gate Dr.
Papillion, NE 68046
Phone: (402) 593-4476 x
Email: bgarber@sarpy.com
Event Information
Number: 2019-38 Addendum 1
Title: Werner Park Netting System
Type: Sealed Bid - Public Works
Issue Date: 10/25/2018
Question Deadline: 11/9/2018 12:00 PM (CT)
Response Deadline: 11/19/2018 10:00 AM (CT)

Ship To Information
Address: 12356 Ballpark Way
Werner Park
Papillion, NE 68046

Billing Information
Address: 1210 Golden Gate Dr.
Sarpy County Facilities
Management
Papillion, NE 68046

Bid Activities
Prebid Meeting 11/8/2018 9:00:00 AM (CT)
There will be a mandatory prebid meeting at Werner Park, 12356 Ballpark Way, Papillion, NE 68046 on November 8, 2018 at 9:00 a.m. All interested suppliers and subcontractors should attend this meeting. It will be the only opportunity to meet on site.

Bid Attachments
RFP Werner Park Netting.pdf
Request for Proposals - Netting

Addendum 1 Werner Park Netting.pdf
Addendum #1

Bid Attributes
1 Acknowledgments

2 Standard Terms and Conditions
I acknowledge reading and understanding the Standard Terms and Conditions.
☐ Acknowledged
(Required: Check if applicable)

3 Sample Contract
I acknowledge reading and understanding the sample contract.
☐ Acknowledged
(Required: Check if applicable)

4 Specifications
I acknowledge reading and understanding the specifications.
☐ Acknowledged
(Required: Check if applicable)
Company Information

Company Information - Years in Business

(Required: Maximum 1000 characters allowed)

Company Information - Number of Employees

(Required: Maximum 1000 characters allowed)

Company Information - Total Sales for the Last Three (3) Years

(Required: Maximum 1000 characters allowed)

References

Reference #1

Reference #1 - Company Name

(Required: Maximum 1000 characters allowed)

Reference #1 - Contact Name

(Required: Maximum 1000 characters allowed)

Reference #1 - Email

(Required: Email address)

Reference #1 - Phone Number

(Required)

Reference #2
Reference #2 - Company Name

(Required: Maximum 1000 characters allowed)

Reference #2 - Contact Name

(Required: Maximum 1000 characters allowed)

Reference #2 - Email

(Required: Email address)

Reference #2 - Phone Number

__(__ __)__ __ __ - __ __ __ __ ext:
(Required)

Reference #3

Reference #3 - Company Name

(Required: Maximum 1000 characters allowed)

Reference #3 - Contact Name

(Required: Maximum 1000 characters allowed)

Reference #3 - Email

(Required: Email address)

Reference #3 - Phone Number

__(__ __)__ __ __ - __ __ __ __ ext:
(Required)

Schedule

Estimated Start Date

___ __ / ___ ___ / ___ ___ ___
(Required)
### Estimated Completion Date

Note: All work must be completed, as specified, and approved by Sarpy County by March 18, 2019.

__ __ / __ __ / __ __ __ __

(Required)

### Proposed Engineering Firm

(Required: Maximum 200 characters allowed)

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### Bid Lines

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<th>Unit price</th>
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**Line deleted as part of an Addendum**
Supplier Information

Company Name: ____________________________
Contact Name: ____________________________
Address: ____________________________
Phone: ____________________________
Fax: ____________________________
Email: ____________________________

Supplier Notes

______________________________
______________________________
______________________________
______________________________
______________________________
______________________________
______________________________

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.

Print Name ____________________________  Signature ____________________________
Notice to Vendors

There will be a mandatory prebid meeting at Werner Park, 12356 Ballpark Way, Papillion, NE 68046 on November 8, 2018 at 9:00 a.m. All interested suppliers and subcontractors should attend this meeting. It will be the only opportunity to meet on site.

Official bidding criteria must be obtained through the online procurement system. Vendors that obtain specifications from any other internet site are responsible for obtaining any addenda that may be added at a later time.

Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Courthouse at the time and date listed in the Bid Information.

All bids submitted shall be valid for a period of ninety (90) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B. Destination, freight prepaid, Sarpy County, Nebraska. The Vendor need not include sales tax in the base bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor’s proposal. **Alternate #1 is taxable. Vendor shall include tax as part of Alternate #1 bid.**

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

**Procedures for Evaluation and Awarding of Bid**

Evaluation will be done by Beth Garber, Sarpy County Purchaser, along with personnel from other departments. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site [www.sarpy.com](http://www.sarpy.com). The Commissioners award the bid by majority vote.
The following factors will be used to consider the award of the bid, where applicable:

a) Compliance with all requirements.
b) Price.
c) The ability, capability, and skills of the Vendor to perform.
d) The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
e) The quality of previous performance.
f) Whether the Vendor can perform within the time specified.
g) The previous and existing compliance of the supplier with laws.
h) The life-cost of the personal property or services in relation to the purchase price and specified use.
i) The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
j) The energy efficiency ratio as stated by the supplier.
k) The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
l) Such other information as may be secured having a bearing on the decision.

Terms and Conditions

1. Performance Bond

The successful Vendor shall be required to furnish a performance bond, and said bond shall be in the amount of 100% of the total amount of the bid, written by a surety licensed to do business in the State of Nebraska. Said performance bond shall be provided to the Sarpy County Clerk within ten (10) days after execution of the contract documents and bid award. Bond may be secured through the Vendor’s usual sources.

2. Information, Discussion and Disclosures

Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.

The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.

No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.

Every request for such interpretation or correction should be in writing through the online bid system or by email to Beth Garber, bgarber@sarpy.com. Sarpy County prefers all questions be submitted through the electronic bidding program. Requests must be received by date and time listed in the bid information in order for Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered. In case Sarpy County finds it expedient
to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

3. **Addenda**

All addenda will become part of this RFP and must be responded to by each Vendor.

All addenda must be acknowledged in writing in the bid submitted by the Vendor.

This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

4. **Confidentiality of Documents**

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any “proprietary, trade secret, or confidential commercial or financial” information must be clearly identified at the time of bid/proposal submission. **Pricing information is not considered financial information and therefore is not considered Confidential.** Please note: even if Vendor believes pricing information is confidential and includes it as such, this information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, the Vendor will be required to fully defend, in all forums, Sarpy County’s refusal to produce such information; otherwise, Sarpy County will make such information public, upon request.

5. **Non-Discrimination Clause**

Pursuant to Neb. Rev. Stat. §73-102, Vendor declares, promises, and warrants it has and will continue to comply fully with 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., in that there shall be no discrimination against any employee 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.

6. **Conflict of Interest Clause**

Pursuant to Neb Rev. Stat. §23-3113, the parties hereto declare and affirm that no officer, member, or 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 affects 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.

7. Payment Terms

Unless otherwise stated within the bid, the successful Vendor shall submit an itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery and installation.

Sarpy County Storm Chasers will make payment for any work accepted under Alternate #1. Sarpy County shall not responsible for any payment for work completed under Alternate #1.

8. Supplemental Terms and Conditions/Modifications

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

9. Termination

Either party may terminate the Contract with ninety (90) days' written notice to the other.

10. Residency Verification

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

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

The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

a) If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

b) The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
11. Employee Classification Act

Each contractor who performs construction or delivery service pursuant to the contract hereby attests that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a Federal I-9 Immigration Form and has such form on file for each employee performing services, (3) such contractor has complied with Nebraska State Statute 4-114, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred form contracting with the State of Nebraska or any political subdivision pursuant to Nebraska State Statute 48-2907 or 48-2912. Contractor shall follow the provisions of the Employee Classification Act. A violation of the act by such contractor is grounds for rescission of the contract by the County.

12. Breach

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

13. Insurance Requirements

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

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract 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.

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

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.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor 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 Commercial General Liability and the Automobile Liability insurance coverage required under this section.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor 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.

Insurance Company

All insurance coverages herein required of the Vendor 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 Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor 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 Vendor’s insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.
14. **Assignment**

The Vendor may not assign this Contract without the prior written consent of the County.

15. **Subcontracting**

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

16. **Background Checks**

At Sarpy County’s discretion, any subcontractor performing work on County property may be processed through a background check completed by the Sarpy County Sheriff’s Office. The background check will be at no charge to the vendor and coordinated through Purchasing or the ordering department. Contractor employees may be restricted or denied from work associated with this agreement on Sarpy County’s sole and absolute discretion.

17. **Independent Contractor**

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

18. **Indemnity**

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

19. **Deviations**

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

20. **Exceptions**

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.
21. Literature

Vendor shall attach detailed specifications or advertising literature of systems to the bid. Any information necessary to show compliance with these requirements not given on the attached advertised data sheets shall be supplied in writing and attached to the bid proposal. Lack of sufficient information supplied with a proposal is cause for automatic rejection of such bid.

22. Warranty

A copy of all manufacturer's warranties shall be attached to the bid.

The Vendor shall warrant all materials, workmanship and equipment against defects for a period of one year beginning on the date of substantial completion except that certain equipment shall be warranted for longer periods as described in manufacturer's warranties.

23. Company Information

Vendor will provide the following company information on the bid form:

   a. Years in business;
   b. Number of employees; and,
   c. Total sales for last three (3) years.

24. References

Each Vendor must include with its proposal a list of no less than three (3) current references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company along with the name, phone number, and email of a contact person for each company.

25. Tobacco Free Notice

The use of tobacco is not permitted within the facilities or on the property of leased and owned Sarpy County buildings at any time including, but not limited to lawns, sidewalks, parking lots and vehicles on authorized County business.

Technical Specifications

Any reference to brand names and/or number in the Request for Proposal is intended to be descriptive, but not restrictive, unless otherwise specified. Other brands, of approved equal quality, may be considered for award. In the event of substitution, your proposal must clearly describe the article and the proposal must state the brand name and product number of the substitution offered. The determination of the Sarpy County Purchasing Department, in consultation with the ordering office, shall be final and conclusive in determining the equality of alternates.
The undersigned acknowledges he/she is familiar with the site and local conditions affecting the cost of the work.

In submitting this bid the undersigned agrees:

1. To furnish all materials, labor, tools, expendable equipment, permits, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the work required to construct netting systems matching the requirements described within this document. Backstop netting is removed; it will be necessary to remove dugout rail netting as part of this project.

2. All work must be completed without exception, as specified, and approved by Sarpy County by March 18, 2019.

BASE BID - SCOPE OF WORK:
Backstop, Extended Backstop, and Dugout Rail Netting – Approximately 10,600 Square Feet (Exhibits 1 & 2)

A. Provide 1-3/4 inch square knotted mesh netting (PRO16) Dyneema System that complies with the following:
   i. Yarn Type: Dyneema Ultra High Molecular Weight Polyethylene Fiber, twisted and knotted, 1-3/4 inch square, to provide required breaking strength. Knots heat set and depth stretched under tension.
   ii. Weight: 0.02 pounds per square foot.
   iii. Gauge: #16 (0.055 inches) 1.4 mm diameter twine.
   v. Edge Treatment: Hemmed Extreme Dyneema Strip at field wall to prevent pre-mature wear.
   vi. Cord: Provide net manufacturer’s standard cord for lacing netting to supports.
      a. Average Breaking Strength: 800 pounds – black braided nylon.
   vii. Color: Black UV factory bonded plus secondary UV varnish-based paint treatment (DURA-DIP or similar protective sealer to protect durability).
   viii. Vertical Backstop Cabling: Provide the following materials and accessories:
      a. Main Tiebacks and Vertical Cables: 12 strand constructed Black-Fiber Dyneema Rope Cable (Black SK-75 Dyneema Fiber Rope Cable or similar black cabling). Diameter and breaking strength for main cable – minimum typical: 9/16 inch diameter = 48,060 pounds break strength.
      b. Bottom hold down – 7x19 aircraft cable, stainless steel grade T-304.
   ix. Backstop Fittings: Steel castings, galvanized in accordance with, ASTM 148 Stainless.
   x. Miscellaneous Connection Plates: ASTM A36 Steel, galvanized in accordance with ASTM A153.
ADD ALTERNATE #1 - SCOPE OF WORK:
Concourse Overhead Netting – Approximately 10,600 Square Feet
(Exhibit 3)

A. Provide 1-3/4 inch square knotted mesh netting (#24 Nylon) that complies with the following:
   i. Twisted knotted nylon.
   ii. Dyed black and UV protected.
   iii. 3/8 inch black polyester rope (4,000 pound breaking strength) sewn to perimeter of each net.
   iv. 5 foot tail on each corner for ease of installation.

STRUCTURAL ENGINEERING – SUPPORTS - TIE-BACKS – FASTENERS

Prospective bidders are instructed to submit bids based on information provided in this RFP and any information resulting from questions and/or pre-bid meetings.

The scope of work outlined in this Base Bid and Add Alternate #1 assumes no additional structural modifications will be required. As part of base and alternate bid, contractor should include engineering services to verify the existing structural components are adequate to meet proposed design.

The successful bidder will provide all necessary structural components for this project based on certified design calculations provided by a licensed structural engineer in the State of Nebraska.

1. To provide all work in compliance with trade associated standards and the authority having jurisdiction.
2. To secure all necessary permits. Permit fees to be paid for by the Owner.
3. To coordinate all work activities with Sarpy County Facilities Management and Storm Chasers.
4. To take necessary precautions to avoid damage to County or personal property and be responsible for repairs accordingly.

Should design supports not meet engineering standards; a separate proposal will be considered to address the need for additional structural engineering services.
AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter “County”, and ______________________, hereinafter “Vendor”.

WHEREAS, County is desirous of contracting for Werner Park Netting System for the Facilities Management Department; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR

A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Werner Park Netting System in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.

B. All provisions of each document and item referred to in Paragraph A 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.

C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.

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

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

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services
documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

E. Vendor will submit an invoice to County for work completed for the base bid, based on the amounts specified in Vendor’s bid. Such invoices shall be submitted to:

Facilities Management Department  
Sarpy County Courthouse  
1210 Golden Gate Drive  
Papillion, NE 68046

F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor’s bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor’s bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska 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 County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.
V.  SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County:           Ms. Debra Houghtaling
                  Clerk of Sarpy County
                  1210 Golden Gate Drive, Suite 1250
                  Papillion, NE 68046

Vendor:           ___________________________
                  ___________________________
                  ___________________________
                  ___________________________
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this _____ day of ___________________, 2018.

(Seal)  
COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

ATTEST:

________________________________     _________________________________  
Sarpy County Clerk     Chairperson  
Sarpy County Board of Commissioners

Approved as to Form:  
Vendor: ____________________________

________________________________  
Deputy County Attorney  
By: ________________________________  
Title: ______________________________
Exhibit 3 - Werner Park, Sarpy Co, NE - Overhead Netting

Overhead Netting
Approximately 10,600 SF
Clarification 1: Alternate #1 shall be removed from the specifications entirely. This Scope of Work is no longer included as part of this project.

Question 1: Does the County have engineering documents on the attachment points?
Response: Attached are drawings that show existing netting plan views, elevations, and support pole details. Additional drawings will be made available to the awarded supplier, upon request.

Question 2: Is the new netting heavier than the previously installed net?
Response: The new material is specified in the RFP.

Question 3: What is the supplier required to have certified by an engineer?
Response: Included in the base bid, suppliers shall include engineering costs for a licensed structural engineer verify the structural components. The base bid assumes the structural components are sufficient. The County will work with the selected supplier on a change order should an engineer determine the need for additional structural components.

Question 4: Is there a requirement to fill the existing net gaps?
Response: No.

Question 5: What is the height of the old net?
Response: See Question 1.

Question 6: Should the selected supplier use the existing cable?
Response: No. All material shall be new. Suppliers should not reuse any existing materials.
Question 7: Can the supplier use wire rope instead of the specified cord?

Response: Suppliers may bid exceptions to the specifications. List each exception with technical requirements included as an attachment.

Question 8: Why was the old net taken down?

Response: The old net was removed as it was an obstruction for an unrelated painting project.

All other terms and conditions remain the same.
SARPY COUNTY BALLPARK
BASEBALL FIELD

NOTICE: FIELD LEVEL EL. 86'-0" (ARCH DWGS)
EQLALS EL. 1143'-0" (CIVIL DWGS)

BACKSTOP AT PRESS AREA

MAIN CABLE ATTACHMENT DETAIL

CONCRETE NOTES:

1. CONCRETE SHALL HAVE A MINIMUM 28 DAY CUBIC COMPRESSION STRENGTH OF 4,000psi, UNLESS OTHERWISE NOTED. CONCRETE SHALL HAVE A FACTOR OF 1.0, EXPOSURE C.

2. CEMENT SHALL BE PORTLAND CEMENT, ASTM C150, TYPE II.

3. FLY ASH SHALL BE LIMITED TO 10 PERCENT BY WEIGHT OF THE TOTAL CEMENTITIOUS MATERIAL WHEN COMPUTING THE WATER-CEMENT RATIO. ADDITIONAL FACTOR OF 1.0, EXPOSURE C.

4. AGGREGATES SHALL CONFORM TO ASTM C33, WITH A COMPRESSIVE STRENGTH OF 4,000psi, UNLESS OTHERWISE NOTED.

5. ADMIXTURES CONTAINING CALCIUM CHLORIDES SHALL NOT BE USED.

6. ALL EXPOSED CONCRETE AND GROUT EDGES SHALL HAVE A 45' CHAMFER, UNLESS OTHERWISE NOTED.

7. ANCHOR BOLTS SHALL BE ASTM F1554, GRADE 36.

8. REINFORCING BARS SHALL CONFORM TO ASTM A615, TYPE II.

9. PRESS LEVEL (NOTE THESE LOADS מרלד 3500 LBS WITH MAXIMUM WORKING PD & PW (SEE PLAN)

10. "PD" AND PW (SEE PLAN)

11. "PD" AND PW (SEE PLAN)

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STATE OF NEBRASKA  

County of Sarpy  

Being duly sworn, upon oath, Laura Estep-Bronk deposes and says that she is a Sales Representative or Eric Taylor deposes and says that he is the Managing Editor or Ron Petak deposes and says that he is the Executive Editor of the Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in

Wednesday, October 31, 2018  
Bellevue Leader  
Gretna Breeze  
Papillion Times  
Springfield Monitor  

Thereafter, Wednesday, November 7, 2018  
Bellevue Leader  
Gretna Breeze  
Papillion Times  
Springfield Monitor

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

Ron Petak  
Executive Editor

OR  
Laura Estep-Bronk  
Sales Representative

OR  
Eric Taylor  
Managing Editor

Signed in my presence and sworn to before me:

Notary Public

Printer's Fee $24.51
Customer Number: 40941
Order Number: 0002128612