RESOLUTION AWARDING BID FOR COURTHOUSE WEST PARKING LOT REPAIRS PROJECT 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 Courthouse West Parking Lot Repairs Project have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

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

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

1. Based upon the recommendation of the Purchasing Department, and upon a comparison of the bids to the bid specifications, the bid is hereby awarded to the low bidder B&W Co., Inc. for the Courthouse West Parking Lot Repairs Project in the amount of $47,590.00 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 13th day of September, 2016.

Sarpy County Board Chairman

Sarpy County Clerk

ATTEST:

SEAL
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Award Bid for Courthouse Parking Lot Repairs

On August 25, 2016, four (4) bids were opened for the Courthouse West Parking Lot Repair Project for the Facilities Management Department. After reviewing the bids and contacting references, it is recommended the bid be awarded to the low bidder, B&W Co., Inc. for $41,590.00 for work to be completed in the fall. The project includes areas of asphalt work, crack sealing and restriping.

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

September 1, 2016

Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Ross Richards
<table>
<thead>
<tr>
<th></th>
<th>Omni Engineering</th>
<th>Parking Area Maintenance</th>
<th>B&amp;W Co., Inc.</th>
<th>Asphalt Maintenance, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum Base Bid</td>
<td>$52,499.00</td>
<td>$44,022.00</td>
<td>$41,590.00</td>
<td>$43,810.00</td>
</tr>
<tr>
<td>Start Date</td>
<td>10/3/2016</td>
<td>TBD</td>
<td>9/2016</td>
<td>9/12/2016</td>
</tr>
<tr>
<td>Completion Date</td>
<td>10/22/2016</td>
<td>TBD</td>
<td>9/2016</td>
<td>10/2/2016</td>
</tr>
<tr>
<td>Bid Bond</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
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 B&W Co., Inc., hereinafter “Vendor”.

WHEREAS, County is desirous of contracting for Courthouse West Parking Lot Repairs Project 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 Courthouse West Parking Lot Repairs Project 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 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 hereby 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: Terry Bryson
B&W Co., Inc.
PO Box 642000
Omaha, NE 68164
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 8th day of September, 2016.

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Chairperson 9-13-16
Sarpy County Board of Commissioners

Vendor: B&L CO, Inc

By: [Signature]
Title: President

Approved As To Form:
Deputy County Attorney
SARPY COUNTY, NEBRASKA

REQUEST FOR PROPOSALS

Courthouse West Parking Lot Repairs Project
For the Facilities Management Department

NON-MANDATORY PRE-BID MEETING:
10:00 a.m., Thursday, August 18, 2016

PROPOSALS DUE:
2:00 p.m., Thursday, August 25, 2016
General Information

Notice to Vendors

Sarpy County is seeking proposals for Courthouse West Parking Lot Repairs Project for the Facilities Management Department. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal.

A non-mandatory pre-bid meeting will be held at the Sarpy County Courthouse Administration Conference Room, 1210 Golden Gate Drive, Papillion, NE 68046 on August 18, 2016 at 10:00 a.m. to clarify questions and to discuss site conditions and coordination items. This will be the only time contractors will be allowed on site with Sarpy representatives.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Thursday, August 25, 2016. Bids shall be in a sealed envelope, clearly marked “Sealed Bid – Courthouse West Parking Lot Repairs Project” and shall have the name of the Vendor and the time and date of the bid opening. Do not fax bids, only sealed bids will be accepted.

Requests for information and clarification questions must be received by August 19, 2016 at 12:00 p.m. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046, (402) 593-4476, bgarber@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

Deb Houghtaling
Sarpy County Clerk’s Office
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

Bids not addressed and delivered to the above person will not be considered. 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 Administrative Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., Thursday, August 25, 2016.

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 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.

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 the Facilities Management Department. 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. 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. **Bid Bond**

Each bid must be accompanied in a SEPARATE SEALED ENVELOPE by a cashier's check on a bank whose deposits are insured by the Federal Deposit Insurance Corporation or a bid bond in the amount of five percent (5%) of the bid price and must be payable without condition to the Sarpy County Treasurer, to protect Sarpy County against failure to deliver materials as bid. The selected Vendor’s security will be retained until satisfactory delivery of performance bond and all contract documents are signed and received. All other Vendor’s security will be retained for 30 days after bid award. **If cashier's check or bid bond as herein set forth is not received with the proposal, the proposal may not be considered.**
2. **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.

3. **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, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046 or bgarber@sarpy.com. **Requests must be received by August 19, 2016 at 12:00 p.m. 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.

4. **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.

5. **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, in a separate sealed envelope, 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 in a separate, sealed envelope, such 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.

6. **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. (Reissue 2010), 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.

7. **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.

8. **Payment Terms**

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 completion of work.

9. **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.

10. **Termination**

Either party may terminate the Contract with ninety (90) days' written notice to the other.
11. 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.

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. 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.

17. 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.

18. 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.

19. 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.
20. 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.

21. 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.

22. 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

The bidder acknowledges he/she is familiar with the site and local conditions affecting the cost of the work.

In submitting this bid the undersigned agrees to furnish all materials, labor, tools, expendable equipment, permits, liability insurance and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the work required for the repair of the Courthouse West Parking Lot area as outlined below and as identified in the attached single sheet plan:

1. Asphalt Removal and Replacement (approximately 5,220 square feet)

   a. Remove and Replace areas shown on attached plan in Red
      i. Properly saw-cut, remove asphalt and prepare subgrade according to commercial quality industry standards
      ii. All debris shall be hauled off-site
      iii. Install hot mix asphalt in 2 applications
         a. 3 inch base coarse compacted to maximum density
         b. 2 inch surface course compacted to maximum density

2. Asphalt Overlay (approximately 5,885 square feet)

   a. Overlay areas shown on attached plan in Green
      i. Clean identified areas
      ii. Apply tack coat
      iii. Apply 1-1/2 inch hot mix asphalt
      iv. Compact to maximum density
3. **Mill and Asphalt Inlay (approximately 736 square feet)**
   
a. Mill and inlay areas shown on attached plan in Blue
   
i. Grind designated areas to a 2 inch depth and haul debris off-site
   
ii. Clean and tack coat areas to receive asphalt
   
iii. Apply 2 inches of hot asphalt surface coarse and compact to maximum density

4. **Crack Sealing (approximately 2,100 lineal feet)**
   
a. Seal cracks in areas as defined by Sarpy County equal 2,100 lineal feet
   
i. Clean cracks with forced air pressure
   
ii. Fill cracks with high quality hot-pour rubber-based crack sealer

5. **Restriping**
   
a. Restripe previous pattern using line-laser airless spray equipment. Pavement markings shall be installed as 4-inch permanent pavement marking, paint and beads. Contractor shall use acrylic resin waterborne traffic paint only with a minimum thickness of fifteen (15) mils.
   
i. 8,700 lineal feet of stalls
   
ii. 2 large arrows
   
iii. 208 linear feet of blue curb
   
iv. 1,205 linear feet of yellow curb
   
v. 60 linear feet of pedestrian crossing
   
vi. 13 handicap emblems

**General Specifications**

1. Contractor to provide all work in compliance with Commercial Industry Standards and the authority having jurisdiction.

2. Contractor shall coordinate work activities with Sarpy County designee. At a minimum, one half of the parking lot must remain available for parking during normal business hours Monday-Friday, 7am-5pm; there are no restrictions on working hours.

3. Contractor shall coordinate work activities accordingly so that the entire motorcycle training course (south half of parking lot) remains fully accessible with no obstructions on Saturdays and Sundays.

4. Contractor shall take necessary precautions to avoid damage to County property or personal property; any and all damages caused by the contractor or their agents must be repaired/restored to original condition at the sole responsibility of the contractor. Contractor must provide trash/rubbish receptacles and maintain a clean and safe worksite. Take necessary precautions to avoid overspray and provide proper clean-up.

5. Contractor is responsible for providing necessary traffic delineation, signs and/or cones to properly secure the work area and direct the flow of traffic.

6. Contractor shall provide temporary bathroom facilities for site workforce.
EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. ___________________________________________________________________________

2. ___________________________________________________________________________

3. ___________________________________________________________________________

4. ___________________________________________________________________________

5. ___________________________________________________________________________

6. ___________________________________________________________________________

7. ___________________________________________________________________________

8. ___________________________________________________________________________

9. ___________________________________________________________________________

10. ___________________________________________________________________________

COMPANY NAME: ____________________________________________

Sarpy County, Nebraska
Courthouse West Parking Lot Repairs Project
Bid Form

Lump Sum Base Bid: $__________________
(As Specified)

*Prices are to be F.O.B. - 1210 Golden Gate Drive, Papillion, NE 68046

START DATE: ______________________

COMPLETION DATE: ______________________

Company Information

Years in business: ____________________________________________

# of employees: ____________________________________________

Total sales last 3 years: ________________________

References

Company Name: ____________________________________________
Address: ____________________________________________
Contact Name: ________________________ Phone Number: ________________________
Date of Purchase: ________________________ Email: ________________________

Company Name: ____________________________________________
Address: ____________________________________________
Contact Name: ________________________ Phone Number: ________________________
Date of Purchase: ________________________ Email: ________________________

Company Name: ____________________________________________
Address: ____________________________________________
Contact Name: ________________________ Phone Number: ________________________
Date of Purchase: ________________________ Email: ________________________
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.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 ________________________
Addendum #2 ________________________

_________________________________  _________________________________________
Company Name                      Company Representative (Please print)

_________________________________  _________________________________________
Authorized Signature               Telephone Number

_________________________________  _________________________________________
Address                            Fax Number

_________________________________  _________________________________________
City, State & Zip                  E-Mail Address

*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.
Exhibit “A”
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 Courthouse West Parking Lot Repairs Project 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 Courthouse West Parking Lot Repairs Project 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 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 __________________, 2016.

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

ATTEST:

_________________________________________  __________________________________________
Sarpy County Clerk                        Chairperson
                                            Sarpy County Board of Commissioners

Approved As To Form:

_________________________________________
Deputy County Attorney

Vendor: ________________________________

By: ________________________________

Title: ________________________________
Addendum #1

Courthouse West Parking Lot Repairs Project
For the
Facilities Management Department

Clarification #1: Technical Specifications; 5. Restriping shall be modified as follows:

5. Restriping
   a. Restripe previous pattern using line-laser airless spray equipment and 100% Diamond Vogel Traffic Paint (undiluted).
      i. 8,700 lineal feet of stalls
      ii. 2 large arrows
      iii. 208 linear feet of blue curb
      iv. 1,205 linear feet of yellow curb
      v. 60 linear feet of pedestrian crossing
      vi. 13 handicap emblems

Clarification #2: General Specifications; 3. Shall be modified as follows: Contractor shall coordinate work activities accordingly so that the entire motorcycle training course (south half of the parking lot, as illustrated, attached) remains fully accessible with no obstructions on Saturdays and Sundays until October 29, 2016.

Question #1: Does Sarpy County require Davis Bacon wage scales?
Response: No.

Question #2: Will the contractor be penalized for not meeting the timeframe listed on the Bid Form?
Response: Sarpy County will work with the selected vendor on scheduling. There are no liquidated damaged associated with this project.

All other terms and conditions remain unchanged. Addendum must be acknowledged on the Bid Form.
Bid Bond

CONTRACTOR:  
B & W Co., Inc.  
P.O. Box 642000  
Omaha, NE 68164

OWNER:  
Sarpy County, Nebraska  
1210 Golden Gate Drive, Suite 1250  
Papillion, NE 68046

SURETY:  
North American Specialty Insurance Company  
650 Elm Street  
Manchester, NH 03101-2524

BOND AMOUNT:  $ Five Percent (5%) of Total Amount Bid

PROJECT:  
Courthouse West Parking Lot Repairs Project, Papillion, NE

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety’s consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor’s bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Owner.

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

Signed and sealed this 23rd day of August 2016

B & W Co., Inc.  
(Principal)  
(Seal)

(Title)  
(Title)  

North American Specialty Insurance Company  
(Surety)  
(Seal)

(Title)  
(Title)  

Shirley S. Bartenhagen, Attorney-in-Fact
NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, SHIRLEY S. BARTENHAGEN,

CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, LACEY CRAMBLIT and DIONE R. YOUNG

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company, and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

Michael A. Freiermuth, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 8th day of September , 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

On this 8th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Freiermuth, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of August , 2016

Jeffrey Goldberg, Vice President & Assistant Secretary of
Courthouse West Parking Lot Repairs Project
Deb Houghtaling
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046
BID SECURITY – Courthouse West Parking Lot Repairs Project

Deb Houghtaling
Sarpy County Clerk’s Office
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046
Lump Sum Base Bid: $41,590.00

*Prices are to be F.O.B. - 1210 Golden Gate Drive, Papillion, NE 68046

START DATE: September 2016
COMPLETION DATE: September 2016

Company Information

Years in business: 31-years
# of employees: 25
Total sales last 3 years:
- $3.5 million
- $3.7 million
- $3.8 million

References

Company Name: The LUND Company
Address: 450 Regency Parkway, Omaha, NE 68154
Contact Name: Brian Feyerherm, Phone Number: 402-393-8811
Date of Purchase: 7/2016
Email: bfeyerherm@lundco.com

Company Name: CBRE MEGA
Address: 11213 Davenport Suite 300, Omaha, NE 68154
Contact Name: Max Bogard, Phone Number: 402-334-8877
Date of Purchase: 7/2016
Email: max.bogard@cbre-mega.com

Company Name: EiA Consulting Group Inc.
Address: 10909 Mill Valley Rd., Suite 100, Omaha, NE 68154
Contact Name: Bob Czerwinski, Phone Number: 402-895-4700
Date of Purchase: 7/2016
Email: bczerwinski@eacg.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.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1
Addendum #2

B&W CO., Inc.  Terry Bryson Jr.
Company Name Company Representative (Please print)

Authorized Signature

402-393-2880  402-393-4876
Telephone Number  Fax Number

PO Box 642000  +bryson@bwcoinc.com
Address  E-Mail Address

Omaha, NE 68144
City, State & Zip

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