

**BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION AWARDING BID FOR RAIN GARDEN AND WATER HARVESTING SYSTEM/CISTERN
PREVIOUSLY KNOWN AS SARPY STORM WATER BEST MANAGEMENT PRACTICES PROJECT**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 1997), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for this matter 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 The Weitz Company LLC, for Rain Garden and Water Harvesting System/Cistern in the amount of Fifty Nine Thousand Two Hundred Ninety Nine Dollars and No Cents (\$59,299.00) included - Option 3: Rain Garden No. 5 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.

Dated this 29th day of September, 2009.

Moved by Rusty Hukie, and seconded by Pat Thomas, that the above Resolution be adopted.
Carried.

YEAS: [Signature]
[Signature]
[Signature]

NAYS: none

ABSENT: Rich Jansen

ABSTAIN: none

Patrick J. Thomas



Attest:

Debra J. Houghtaling
Sarpy County Clerk

Approved As To Form:

[Signature]
Deputy County Attorney

Sarpy County Storm Water
Best Management Practices Project

Bid Open:
2:00 p.m. Thursday
September 24, 2009

		TAB Construction	The Weitz Company
Item No.			
1	Water Harvesting Storage Tank	\$10,240.00	\$2,978.00
2	Irrigation System Pump	\$23,935.00	\$3,000.00
3	Lawn Irrigation System	\$15,660.00	\$7,478.00
4	Reinforced Concrete Tank/Pump Pad	\$1,815.00	\$1,800.00
5	Water Harvesting Collection System	\$15,910.00	\$25,143.00
	Total Base Bid	\$67,560.00	\$40,399.00
Optional Bid No. 1			
OB-1	Rain Garden No. 1	\$17,102.00	\$12,800.00
Optional Bid No. 2			
OB-2	Rain Garden No. 3	\$26,842.00	\$17,850.00
Optional Bid No. 3			
OB-3	Rain Garden No. 5	\$23,250.00	\$18,900.00
	Total Bid with all Option No. 3	\$90,810.00	\$59,299.00
	Start Date	October 2009	October 1, 2009
	Completion Date	80% Nov. 20% May	November 15, 2009

COMPANY NAME: _____

Sarpy County, Nebraska

Bid Form

Base Bid

Item No.	Description	Unit	Amount
1	Water Harvesting Storage Tank - Complete	LS	\$2,978.00
2	Irrigation System Pump - Complete	LS	\$3,000.00
3	Lawn Irrigation System - Complete	LS	\$7,478.00
4	Reinforced Concrete Tank/Pump Pad - Complete	LS	\$1,800.00
5	Water Harvesting Collection System - Complete	LS	\$25,143.00
Total Base Bid			\$40,399.00

Optional Bid No. 1

Item No.	Description	Unit	Amount
OB-1	Rain Garden No. 1 - Complete	LS	
Total Optional Bid No. 1			\$12,800.00

Optional Bid No. 2

Item No.	Description	Unit	Amount
OB-2	Rain Garden No. 3 - Complete	LS	
Total Optional Bid No. 2			\$17,850.00

Optional Bid No. 3

Item No.	Description	Unit	Amount
OB3	Rain Garden No. 5 - Complete	LS	
Total Optional Bid No. 3			\$18,900.00

Note: See specification 01062 included in Exhibit "B" for summary of included elements for each of the bid items above.

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

START DATE: OCTOBER 1, 2009

COMPLETION DATE: NOVEMBER 15, 2009

Company Information:

Years in business: 154 YEARS

of employees 1022 SALARY, 1231 HOURLY

Total sales last 3 years

2006	\$1,377,677,835.00
2007	\$1,473,110,789.00
2008	\$1,437,044,959.00

References:

Company Name: Vetter Health Services
 Address: 20220 Harney Street Omaha, NE 68022
 Contact Name: John Sohl Phone Number: (402) 895-3932
 Fax Number: (402) 895-8165 Date of Purchase: Multiple / 2000-2009

Company Name: Shadow Lake Towne Center
 Address: 7775 Olson Drive Papillion, NE
 Contact Name: Brian Boyce Phone Number: (402) 304-0971
 Fax Number: _____ Date of Purchase: Multiple / 2006-2009

Company Name: H Street Ventures
 Address: 4123 S 7nd Street Omaha, NE 68127
 Contact Name: Lock Swift Phone Number: (202) 289-1401
 Fax Number: _____ Date of Purchase: Multiple 2007-2009

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

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

Addendum #1 _____
 Addendum #2 _____

Attachments: Literature
Warranty Information

THE WEITZ COMPANY LLC

Company Name _____
 Authorized Signature *Rhonda Distefano*
 Address 10707 PACIFIC STREET
OMAHA, NE 68124
 City, State & Zip _____

RHONDA DISTEFANO
 Company Representative (Please print) _____
(402) 592-7000
 Telephone Number _____
(402) 592-0015
 Fax Number _____
BRIAN.MAHLENDORF@WEITZ.COM
 E-Mail Address _____

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

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. Plant warranties are for 6 months.

2. All other warranties are 1 year.

3. Excludes product literature. This is available after award.

4. Weitz is the general contractor and will utilize subcontractors on the project.

5. Includes 12800 sf of sod

6. _____
7. _____
8. _____
9. _____
10. _____

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
FAX (402) 593-4304



Brian E. Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Assistant Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contract Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

To: Sarpy County Board of Commissioners

From: Beth Cunard

Re: Award of Rain Garden & Water Harvesting System/Cistern

On September 24, 2009, the Purchasing Department opened two (2) bids for the Rain Garden & Water Harvesting System/Cistern (previously known as Sarpy County Storm Water Best management Practices Project). The bids have been reviewed by Sarpy County Administration, Fiscal Administration and myself. After careful evaluation, it is recommended that the bid be awarded to the low bidder, The Weitz Company, in the amount of \$59,299.00.

The award includes the base bid of the cistern and optional bid number 3, rain garden number 5 with a scheduled completion date of Mid-November. The project will be paid out of the Storm Water Management Grant. The project engineer has been asked for a list of any outstanding obligations, finding none, there will be enough funding for the cistern and rain garden along with future obligations.

This item will be placed on the September 29, 2009 agenda and is recommended for approval. If you have any questions, please feel free to contact me at 593-4476.

September 25, 2009



Beth Cunard

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
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 The Weitz Company LLC, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Rain Garden & Water Harvesting System/Cistern for the Sarpy County Courthouse; 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 Rain Garden & Water Harvesting System/Cistern in conformity with each and every term, condition, specification, and requirement 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. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid by November 17, 2009. Such invoices shall be submitted to:

Beth Cunard
Sarpy County Purchasing
1210 Golden Gate Drive
Papillion, NE 680456

- E. 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.

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.

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 Papillion, NE 68046
Vendor:	The Weitz Company LLC 10707 Pacific Street Omaha, NE 68124

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 29th day of September, 2009.

(Seal)



ATTEST:

Debra J. Hoschtaling
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Jonni Jones 9/29/09
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Michael A. [Signature]
Deputy County Attorney

Vendor: THE WHITE COMPANY

By: JHC JR.

Title: SENIOR VICE PRESIDENT.

Attest:

Witness

Deb Houghtaling

Sarpy County Clerk

1210 Golden Gate Drive, Suite 1118
Papillion, Nebraska 68046-2895

Phone: (402) 593-2105
Fax: (402) 593-4360

Fred Uhe
Chief Deputy

October 2, 2009

The Weitz Company LLC
Rhonda Distefano
10707 Pacific Street
Omaha, NE 68124

RE: Sarpy County Bid Award - 2009 Rain Garden and Water Harvesting System/Cistern

Dear Contractor:

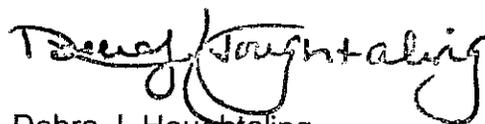
Action by the Sarpy County Board of Commissioners on September 29, 2009 is as follows:

Public Hearing and Resolution (2009-283): Award bid for Rain Garden and Water Harvesting System/Cistern previously known as Sarpy Storm Water Best Management Practices Project.

MOTION: After a public hearing, Hike resolved, seconded by Thomas, to approve the resolution which accepts the low bid of The Weitz Company LLC in the amount of \$59,299 which includes Option 3 - Rain Garden No. 5. Ayes: Hike, Jones, Richards & Thomas. Nays: None. Absent: Jansen.

Enclosed is a **signed original** of the contract agreement. This agreement is being provided for your records.

Sincerely,



Debra J. Houghtaling
Sarpy County Clerk

Enclosure
DJH/tj