

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

12/001529

RESOLUTION AWARDING BID FOR THE RAIN GARDEN PROJECT
FOR THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), 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 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for the rain garden project 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 Greenlife Gardens for the Rain Garden Project for Fourteen Thousand Eight Hundred Seventy Five Dollars and No Cents (\$14,875.00), 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.

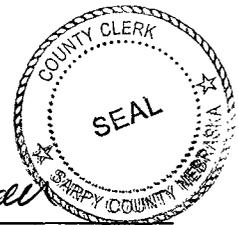
The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 25th day of September, 2012.


Sarpy County Board Chairman - Vice

ATTEST:


Sarpy County Clerk


Deputy



Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Rain Garden Project

On September 13, 2012 four (4) bids were opened for the Rain Garden Project. This rain garden will be located in the northwest corner of the overflow parking lot and should alleviate the standing water issue that occurs during heavy rain periods.

After reviewing the bids, it is recommended the bid be awarded to the low bidder, Greenlife Gardens for \$14,875.00. This project is part of the Storm Water Management Grant.

If you have any questions please feel free to email me at bgarber@sarpy.com.

September 19, 2012

Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Ross Richards
Lisa Haire

MEMORANDUM

SARPY COUNTY
FACILITIES MANAGEMENT

Date: September 19, 2012
To: Beth Garber
From: Ross Richards
Subject: Rain Garden #1 – Bid Recommendation

Facilities Management reviewed bids from Greenlife Gardens, Jensen Gardens, Mulhall's Nursery and Dostals Construction. Greenlife Gardens appears to be the lowest responsive and responsible bidder.

Facilities Management visited a project installed by Greenlife Gardens that is similar in concept to Rain Garden #1. Based on Bid amounts and proven experience, Facilities Management recommends awarding the subject project to Greenlife Gardens.

Please contact me at 593-4358 if you have questions or need additional information.

Bid Tab
for the
Rain Garden Project

Bid Opening:
2:00 p.m., Thursday
September 13, 2012

	Greenlife Gardens	Dostals Construction	Mulhalls Nursery	Jensen Gardens
Total Bid - As Specified	\$14,875.00	\$29,000.00	\$26,480.00	\$15,540.75

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 Greenlife Gardens, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Rain Garden Project for the Sarpy County 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 the Rain Garden Project 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. 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:

Ross Richards
Sarpy County Facilities Management
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
Papillion, NE 68046

Vendor: Mr. Cory Wehrbein
Greenlife Gardens
5023 Shannon Dr.
Papillion, NE 68133

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 25th day of September, 2012.

(Seal)



ATTEST:

Quinn Launnon
Sarpy County Clerk *Deputy*

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

[Signature] 9/25/12
Vice-Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

[Signature]
Deputy County Attorney

Vendor: Greenlife Gardens

By: [Signature]

Title: PRESIDENT

Attest:

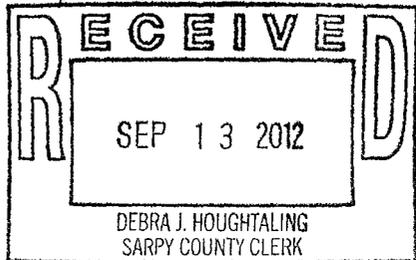
Witness



5023 Shannon Drive
Papillion, NE 68133

SEALED BID RAIN GARDEN PROJECT
2:00 PM · SEPTEMBER 13, 2012

1:56 PM Jm



COMPANY NAME: GREENLIFE GARDENS

Sarpy County, Nebraska
Rain Garden Project
Bid Form

Total Bid: Rain Garden Project - As Specified

\$ 14875⁰⁰

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

Company Information:

Years in business:

11 YEARS

of employees

20-30

Total sales last 3 years

2009 = 1,290,226
2010 = 1,528,670
2011 = 1,573,987

References:

Company Name: CITY OF OMAHA

Address: 5600 S. 10th St. OMAHA, NE 68107

Contact Name: NINA CUDAHY Phone Number: 402 444 3915

Fax Number: _____ Date of Purchase: 6-20-2012

Email: NINA.CUDAHY@ci.omaha.ne.us

Company Name: VIREO

Address: 1111 NORTH 13th St. SUITE 116, OMAHA, NE 68123

Contact Name: TOM BENTLEY Phone Number: 402 714 6816

Fax Number: _____ Date of Purchase: 6-20-2012

Email: tom@bevireo.com

Company Name: OLSSON ASSOCIATES

Address: 2111 S. 67th St. SUITE 200 OMAHA, NE 68106

Contact Name: CRAIG LARSON Phone Number: 402 938 2409

Fax Number: 402 341 5895 Date of Purchase: 8-15-2012

Email: clarson@olssonassociates.com



(402) 593-7651

5023 Shannon Drive
Papillion, NE 68133
greenlifegardens.com

Estimate

Date **Estimate #**
9/7/2012 203255

Work Site

Sarpy County Clerks Office
1210 Golden Gate Dr.
Papillion, NE 68046

Sarpy County Clerks Office
1210 Golden Gate Dr.
Papillion, NE 68046

Prepared by **Project Name**

JH

Description

	<u>Qty</u>
Big Bluestem #1 CT	30
Wild Columbine #1 CT	35
Butterfly milkweed #1 CT	35
Heath Aster #1 CT	80
Purple Dome Aster #1 CT	65
Woods Grey sedge #1 CT	50
Plains Coreopsis #1 CT	50
Purple Coneflower #1 CT	90
Sneezeweed #1 CT	70
Southern Blue Iris #1 CT	80
Prairie Blazing Star #1 CT	65
Double Ground Hardwood Mulch CY	15
Oma-Gro Compost CY	50
Sand, 1 Ton	80
No. 8 choking stone/ton	16
Mirafi 140 NC	500
No. 57 pack stone/ton	20
Pipe, fittings, gaskets, etc.	1
Labor and equipment	1

Deposit:

Signature

Date

**Please sign and return one copy with the deposit.
The balance will be due upon completion.**

Subtotal	\$14,875.00
Sales Tax (0.0%)	\$0.00
Total	\$14,875.00

