

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING BIDS FOR ROAD AGGREGATE

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for road aggregate 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; and,

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that:

1. The bids of Martin Marietta for crushed rock for surfacing for the amount shown on the bid tabulation is accepted, ratified and confirmed. The bid of Lyman-Richey Sand & Gravel Company for gravel for the amount shown on the bid tabulation is accepted, ratified and confirmed. The bid of Mallard Sand & Gravel for gravel for the amount shown on the bid tabulation is accepted, ratified, and confirmed. The bid of Western Sand & Gravel for gravel for the amount shown on the bid tabulation 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.

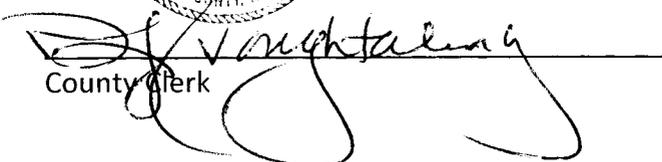
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 3rd day of December, 2013.


Sarpy County Board Chairman

Attest



SEAL


County Clerk

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: Award Bid – Road Aggregate

On November 19, 2013 four (4) bids were opened for Road Aggregate for the Public Works Department. The County decided not to extend the Martin Marietta agreement because the increase demand for concrete had the plant using all of the quarried rock into concrete leaving no additional material for road maintenance crushed rock. Rich Weber has spoken with Martin Marietta and they agreed to hire 12 additional employees and add 3 pieces of heavy equipment in order to keep up with the supply of rock used for road maintenance. The County has already seen improvements in road rock availability.

The County decides what vendor to purchase from based on the hauling distance from the quarry to the haul site. Therefore it is recommended the bid be awarded to all of the vendors. The price of crushed rock for surfacing and base course had a percent increase of approximately 18% from 2012 while gravel for surfacing increased approximately 3% and the sand and gravel mix increased approximately 1%.

November 26, 2013

Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Denny Wilson

Road Aggregate
for the
Public Works Department

3:00 p.m., Tuesday
November 19, 2013

Description	Western Sand & Gravel		Lyman-Richey Sand & Gavel		Malard Sand & Gravel		Martin Marietta Materials		
	Estimated Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Crushed Rock for Base Course									
1 3/4" (Base) Crusher Run 1033.09	5000						\$11.45	\$57,250.00	
2 1" (Base) Crusher Run 1033.09	5000						\$11.45	\$57,250.00	
3 1 1/2" (Base) Crusher Run 1033.09	12000						\$11.45	\$137,400.00	
Crushed Rock for Surfacing									
4 1" 1033.08	8000						\$11.45	\$91,600.00	
Gravel									
5 Gravel for Surfacing 1033.07	10000	\$9.70	\$97,000.00	\$10.15	\$101,500.00	\$11.50	\$115,000.00		
6 47B Sand and Gravel Mix	12000	\$5.40	\$64,800.00	\$5.15	\$61,800.00	\$5.00	\$60,000.00		

Beth Garber

From: Rich Weber
Sent: Thursday, November 21, 2013 10:59 AM
To: Beth Garber
Cc: Denny Wilson; Dannielle McKulsky
Subject: Aggregate Bids

Beth,

After reviewing the Aggregate Bids I would like to recommend that we accept all of the bids from all of the vendors and then we will decide which vendor to purchase from based on the hauling distance from the quarry to the haul site at the time the aggregate is needed. If you have any questions please give me a call.

Thanks Rich

*Rich Weber
Street Operations Manager
Sarpy County Public Works
15100 so 84th st
Papillion Ne, 68046-4627
Office 402-537-6912
Cell 402-689-0888*

Deb Houghtaling

Sarpy County Clerk

Renee Lansman
Chief Deputy

1210 Golden Gate Drive #1250 • Papillion, Nebraska 68046-2842
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

December 5, 2013

Michael Stratman
Mallard Sand & Gravel
26245 West Center Road
Waterloo, NE 68069

Dear Mr. Stratman,

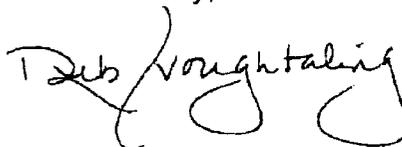
Action by the Sarpy County Board of Commissioners on December 3, 2013 is as follows:

Public Hearing and Resolution 2013-420: Award bid for Road Aggregate for the Public Works Department. Beth Garber, Purchaser

MOTION: After a public hearing, Richards resolved, seconded by Carlisle, to approve the resolution which accepts the bids of Martin Marietta for crushed rock for surfacing, Lyman-Richey Sand & Gravel Company for gravel, Mallard Sand & Gravel for gravel, and Western Sand & Gravel for gravel for the amounts shown on the bid tabulation attached to the resolution. Ayes: Kelly, Thompson, Richards, Carlisle & Warren. Nays: None.

Attached is the above referenced agreement for your files.

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosure
DH/sm

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 Mallard Sand & Gravel, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Road Aggregate for the Public Works 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 Road Aggregate 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:

Public Works 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

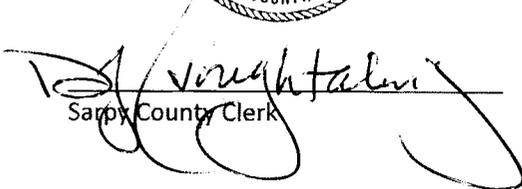
Vendor: Mr. Michael Stratman
Mallard Sand & Gravel
26245 West Center Rd.
Waterloo, NE 68069

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 3rd day of December, 2013.

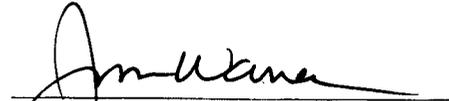
(Seal)



ATTEST:

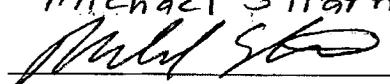

Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

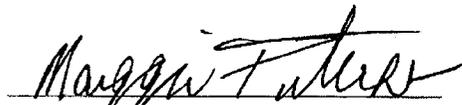

Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:


Deputy County Attorney

Vendor: Mallard Sand & Gravel
Michael Stratman
By: 
Title: Asst. Dir. Mng

Attest:


Witness

COMPANY NAME: Mallard Sand & Gravel

Sarpy County, Nebraska
Road Aggregate
Bid Form

	Description	Product Code	Plant Location	Price per Ton
Crushed Rock for Base Course				
1.	¾" (Base) Crusher Run 1033.09			\$
2.	1" (Base) Crusher Run 1033.09			\$
3.	1 ½" (Base) Crusher Run 1033.09			\$
Crushed Rock for Surfacing				
4.	1" 1033.08			\$
Gravel				
5.	Gravel for Surfacing 1033.07	2411	264 th & Blonde	\$ 11 ⁵⁰
6.	47B Sand and Gravel Mix	2109	264 th & West Center	\$ 5 ⁰⁰

*Prices are to be F.O.B. – Origin (plant location)

Company Information

Years in business: 20 years

of employees 30

Total sales last 3 years 5M+
5M+
5M+

References

Company Name: Consolidated Concrete
Address: _____
Contact Name: Randy Stark Phone Number: 402-891-9355
Date of Purchase: _____ Email: _____

Company Name: Adams Oil
Address: Fremont, NE
Contact Name: Jim Adams Phone Number: 402-721-4656
Date of Purchase: 10/18/13 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.

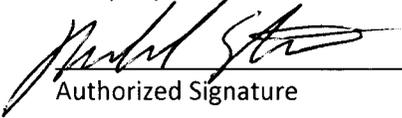
I acknowledge receipt of the following addenda (if applicable):

Addendum #1 _____
Addendum #2 _____

Attachments: **Literature/Cut-sheets**
 Warranty Information

Mallard Sand & Gravel

Company Name


Authorized Signature

26245 West Center Rd

Address

Waterloo, NE 68069

City, State & Zip

Michael Stratman

Company Representative (Please print)

402-359-5287

Telephone Number

402-359-2917

Fax Number

mstratman@omgmidwest.com

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 Mallard Sand & Gravel, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Road Aggregate for the Public Works 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 Road Aggregate 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:

Public Works 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: Mike Stratman
Mallard Sand & Gravel
26245 West Center Rd
Waterloo, NE 68069

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 _____, 2013.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Sarpy County Clerk

Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

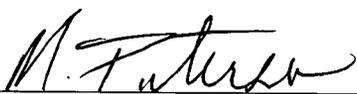
Deputy County Attorney

Vendor: Mallard Sand & Gravel

By: 

Title: Division Mng
Michael Stratman

Attest:

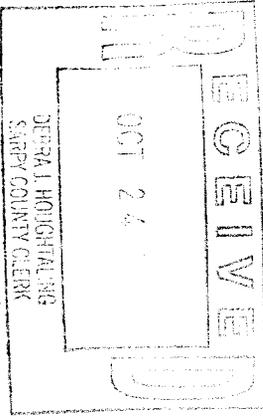

Witness

MSTB

Mallard Sand & Gravel Co.

P.O. Box 638

Valley, NE 68064



Sealed Bid:

Road Aggregate

12:30 PM
SM



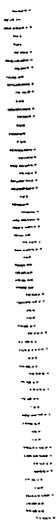
Deb Houghtaling

Sheriff County Clerks Office

1310 Golden Gate Dr. suite 1250

Papillion, NE 68046

68046284200



Deb Houghtaling

Sarpy County Clerk

Renee Lansman
Chief Deputy

1210 Golden Gate Drive #1250 • Papillion, Nebraska 68046-2842
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

December 5, 2013

David Brakenhoff
Western Sand & Gravel
PO Box 28
Ashland, NE 68003

Dear Mr. Brakenhoff,

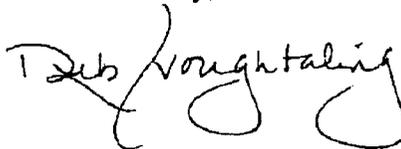
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MOTION: After a public hearing, Richards resolved, seconded by Carlisle, to approve the resolution which accepts the bids of Martin Marietta for crushed rock for surfacing, Lyman-Richey Sand & Gravel Company for gravel, Mallard Sand & Gravel for gravel, and Western Sand & Gravel for gravel for the amounts shown on the bid tabulation attached to the resolution. Ayes: Kelly, Thompson, Richards, Carlisle & Warren. Nays: None.

Attached is the above referenced agreement for your files.

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosure
DH/sm

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 Western Sand & Gravel, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Road Aggregate for the Public Works 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 Road Aggregate in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.
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Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE 68046

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

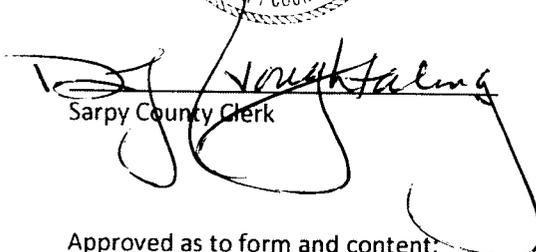
Vendor: Mr. David Brakenhoff
Western Sand & Gravel
PO Box 28
Ashland, NE 68003

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 3rd day of December, 2013.

(Seal)



ATTEST:


Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate


Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:


Deputy County Attorney

Vendor: Western Sand & Gravel Co.

By: David D. Breckhoff

Title: General Manager 11/21/13

Attest:

Witness

COMPANY NAME: Western Sand & Gravel Co.

Sarpy County, Nebraska
Road Aggregate
Bid Form

	Description	Product Code	Plant Location	Price per Ton
Crushed Rock for Base Course				
1.	¾" (Base) Crusher Run 1033.09			\$ No Bid
2.	1" (Base) Crusher Run 1033.09			\$ No Bid
3.	1 ½" (Base) Crusher Run 1033.09			\$ No Bid
Crushed Rock for Surfacing				
4.	1" 1033.08			\$ No Bid
Gravel				
5.	Gravel for Surfacing 1033.07	03	Louisville	\$ 9.70
6.	47B Sand and Gravel Mix	01	Louisville	\$ 5.40

*Prices are to be F.O.B. – Origin (plant location)

Louisville P.t : 18805 West Hwy 31
Springfield

Company Information

Years in business:

40 +

of employees

30

Total sales last 3 years

2012 - 1,082,735 Tons
2011 - 1,203,765 Tons
2010 - 1,048,915 Tons

References

Company Name: Capital Concrete Company
Address: 431 "A" Street PO Box 82233 Lincoln, NE
Contact Name: Mike Daugherty Phone Number: 402-476-6679
Date of Purchase: Continuous Email: capcon341a@alltel.net

Company Name: Lancaster County
Address: 440 Cherry Creek Rd. Bldg "C" Lincoln, NE
Contact Name: Bob Jacobs Phone Number: 402-441-7797
Date of Purchase: Spring/Fall '12 Email: rbohaty@lancaster.ne.gov

Company Name: Gana Trucking and Excavating, INC
Address: 2200 W. Panama Rd. Martell, Ne
Contact Name: Craig Gana Phone Number: 402-794-5000
Date of Purchase: Continuous Email: craiggg@ganatrucking.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 _____

Attachments: **Literature/Cut-sheets**
 Warranty Information

<u>Western Sand & Gravel</u> Company Name	<u>David D. Brakenhoff</u> Company Representative (Please print)
_____	<u>402-944-3331</u> Telephone Number
_____	<u>402-944-2039</u> Fax Number
<u>PO Box 28</u> Address	<u>daveb@westernsand.com</u> E-Mail Address
<u>Ashland, NE 68003</u> City, State & Zip	

***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 Road Aggregate for the Public Works 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 Road Aggregate 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:

Public Works 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 _____, 2013.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Sarpy County Clerk

Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Deputy County Attorney

Vendor: _____

By: _____

Title: _____

Attest:

Witness

COUNTY OF SARPY, NEBRASKA

SPECIFICATIONS

Road Aggregate For the **Public Works Department**

PROPOSALS DUE:

3:00 p.m., Tuesday, November 19, 2013

General Information

Notice to Vendors

Sarpy County is seeking proposals for Road Aggregate for the Public Works Department. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal for a period of One (1) year commencing November 24, 2013 through November 23, 2014 with two (2), one (1) year options.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 3:00 p.m., Tuesday, November 19, 2013. Bids shall be in a sealed envelope, clearly marked "Sealed Bid – Road Aggregate" 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 12:00 p.m., November 7, 2013 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 the 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 3:00 p.m., Tuesday, November 19, 2013.

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. from origin (vendor's plant site), 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 Public Works 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. 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 12:00 p.m., November 7, 2013 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.

2. 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.

3. 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.

4. Non-Discrimination Clause

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), 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 2004), 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.

5. Conflict of Interest Clause

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), 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.

6. Payment Terms

The successful Vendor shall submit a monthly itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery.

7. 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.

8. Term

The Contract will be for a One (1) year period commencing on November 24, 2013 through November 23, 2014 with two (2), one (1) year options. The cost for the option years will be provided in writing to the County sixty (60) days prior to the expiration date of the current contract year. Any cost changes for the option years is the responsibility of the Vendor. If Sarpy County does not receive any notification of price changes, the prices are to remain the same.

9. Renewal

The Contract shall automatically renew for each option year unless the County notifies Vendor in writing thirty (30) days prior to expiration of current contract period of the intent not to renew.

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:

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

Technical Specifications

Sarpy County is seeking proposals for Road Aggregate for the Public Works Department. The successful Vendor will enter into a contract (see attached Exhibit "A") for a period of one (1) year commencing on November 24, 2013 through November 23, 2014, with two (2) one (1) year option periods. Sarpy County reserves the right to award the Contract to more than one Vendor.

1. All bid prices shall be FOB origin (at your plant site). Sarpy County will haul the aggregate to our sites as needed and will determine the best bid based on aggregate price and the hauling distance to our sites.
2. Sarpy County used approximately the following tons of aggregate annually:

Road Gravel	18,000 tons
Rock (all types)	20,000 tons
47B	12,000 tons

Amounts listed are the annual estimates and Sarpy County is making no representations as to the amount of aggregate that will be purchased from any particular bidder. Vendor must agree to make available to Sarpy County at least the amount used last year. The quantities shown on this request are based on estimated uses. Sarpy County reserves the right to increase or decrease quantities to meet its actual needs.

Sarpy County Aggregate Specifications

1. Aggregate shall meet or exceed Sarpy County Public Works Specifications.
2. Materials shall conform to Division 1000 of the Nebraska Department of Roads Standard Specifications for Highway Construction 2007 Edition – Section 1033.

NOTE: Sarpy County reserves the right to randomly test samples for quality. Sarpy County will pay test fees for this random testing.

Surfacing Aggregates

1. Gravel aggregate for surfacing shall have a Los Angeles Abrasion loss percentage of not more than 40.
2. Gravel aggregate for surfacing shall have a soundness loss of not more than 12 percent by weight at the end of 5 cycles using sodium sulfate solution.
3. Aggregate shall meet requirements in table 1033.07 or 1033.08, as applicable.

Table 1033.07 Gravel Surfacing Gradation Limits		
Sieve Size	Percent Passing	
	Target Value	Tolerance
1"	100	0
No. 4	73	+/-17
No. 10	16	*
No. 50	---	---
No. 200	3	+/-3

Crushed Rock

1. Crushed rock for surfacing shall consist of clean, hard particles of crushed limestone, quartzite or dolomite.
2. Crushed rock for surfacing shall have a Los Angeles Abrasion loss percentage of not more than 45.
3. Crushed rock for surfacing shall have a percent loss of not more than 30 at the end of 16 cycles of the freezing and thawing test.

Table 1033.08 Crushed Rock for Surfacing Gradation Limits		
Sieve Size	Percent Passing	
	Target Value	Tolerance
1"	100	0
No. 4	40	+/-20
No. 10	15	+/-15
No. 50	---	---
No. 200	5	+/-5

Base Course

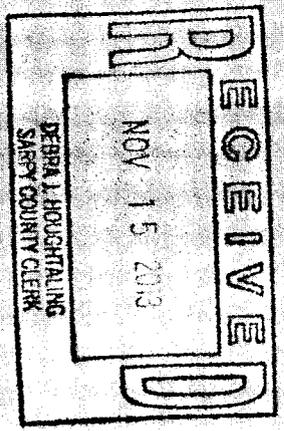
1. Base course aggregate shall be crushed rock or broken stone or a mixture of those materials composed of clean, hard, durable and uncoated particles.
2. Crushed rock shall be crushed limestone, dolomite, granite, quartzite or other ledge rock approved for the intended purpose by the NDR Materials and tests engineer.
3. Dolomite as herein defined is a magnesium limestone containing calcium carbonate and magnesium carbonate in approximately a 4 to 3 ratio.
4. All sizes of crushed rock for base course shall be produced from the same type of material. The chemical and physical characteristics of the fraction passing the No. 4 sieve shall be substantially the same as those of the material which may be produced in the laboratory from the fraction which is trained on the No. 4 sieve.
5. Crushed rock for base course shall not contain shale, clay lumps or other deleterious substances in the quantity to exceed a total of 2.5 percent based on the dry mass of the fraction retained on the No. 4 sieve.
6. Crushed rock for base course shall be free from injurious quantities of dust, soft or flaky particles, loans, alkali, organic matter, paper, wood or other deleterious material.
7. The Los Angeles Abrasion loss percentage shall not exceed 45.
8. Crushed rock for base course shall have a percentage loss of not more than 14 at the end of 16 cycles of the freezing and thawing test.
9. The absorption of crushed rock for a base course shall not exceed 5.0 percent by weight.
10. The product of the plasticity index (using wet preparation AASHTO T 146) of the fraction of the crushed rock for base course passing the No. 40 sieve and the percent of the crushed rock passing the No. 200 sieve shall not exceed 48. When the fraction of the crushed rock for a base course passing the No. 200 sieve does not exceed 4 percent, the plasticity index will not be determined and the product of the plasticity index and the percent passing the No. 200 sieve will not be a requirement for such material.
11. The plasticity index (using dry preparation NDR T 87) of the crushed rock screening passing the No. 40 sieve shall not exceed 4.
12. Crushed rock shall meet gradation requirements in Table 1033.09.

Table 1033.09 Crushed Rock				
Crushed Rock for Base Course			Crushed Rock Screening For Base Course	
Percent Passing				
Sieve Size	Target Size	Tolerance	Target Value	Tolerance
1 ½"	100	0		
¾"	80	+/-15	100	0
3/8"	53	+/-17	73	+/-17
No. 4	---	---	55	+/-15
No. 10	20	+/-10	---	---
No. 20	---	---	28	+/-12
No. 200	5	+/-5	13	+/-7

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Western Sand & Gravel Co.
P.O. Box 28
Ashland, NE 68003



12:52 PM
12/5/13

Deb Houghtaling

Sheriff County Clerk's Office

1210 Golden Gate Drive Suite 1250

Paris, NE 68046

"Sealed Bid - Road Aggregate"

Bid Date: November 19, 2013 3:00

Deb Houghtaling

Sarpy County Clerk

Renee Lansman
Chief Deputy

1210 Golden Gate Drive #1250 • Papillion, Nebraska 68046-2842
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

December 5, 2013

Roger Timperley
Lyman-Richey Sand & Gravel Company
910 N. 264th Street
Waterloo, NE 68069

Dear Mr. Timperley,

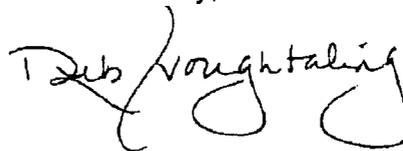
Action by the Sarpy County Board of Commissioners on December 3, 2013 is as follows:

Public Hearing and Resolution 2013-420: Award bid for Road Aggregate for the Public Works Department. Beth Garber, Purchaser

MOTION: After a public hearing, Richards resolved, seconded by Carlisle, to approve the resolution which accepts the bids of Martin Marietta for crushed rock for surfacing, Lyman-Richey Sand & Gravel Company for gravel, Mallard Sand & Gravel for gravel, and Western Sand & Gravel for gravel for the amounts shown on the bid tabulation attached to the resolution. Ayes: Kelly, Thompson, Richards, Carlisle & Warren. Nays: None.

Attached is the above referenced agreement for your files.

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosure
DH/sm

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 Lyman-Richey Sand & Gravel Company, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Road Aggregate for the Public Works 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 Road Aggregate 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:

Public Works 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: Mr. Roger Timperley
Lyman-Richey Sand & Gravel Company
910 N. 264th Street
Waterloo, NE 68069

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 3rd day of December, 2013.

(Seal)



ATTEST:

[Signature]
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

[Signature]
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

[Signature]
Deputy County Attorney

Vendor: Lyman-Richey Sand & Gravel Company

By: [Signature]

Title: Sales and Fleet Manager

Attest:

[Signature]
Witness

COMPANY NAME: Lyman-Richey Sand & Gravel Company

**Sarpy County, Nebraska
Road Aggregate
Bid Form**

	Description	Product Code	Plant Location	Price per Ton
Crushed Rock for Base Course				
1.	¾" (Base) Crusher Run 1033.09			\$ No Bid
2.	1" (Base) Crusher Run 1033.09			\$ No Bid
3.	1 ½" (Base) Crusher Run 1033.09			\$ No Bid
Crushed Rock for Surfacing				
4.	1" 1033.08			\$ No Bid
Gravel				
5.	Gravel for Surfacing 1033.07		#8 & #50	\$ 10.15
6.	47B Sand and Gravel Mix		#8 & #50	\$ 5.15

*Prices are to be F.O.B. – Origin (plant location)

Company Information

Years in business: 128

of employees 125

Total sales last 3 years Not Available

References

Company Name: City of Omaha
Address: 1819 Farnam, Omaha, NE 68102
Contact Name: Purchasing Agent Phone Number: 402-444-5000
Date of Purchase: 2013 Email: _____

Company Name: Dodge County Highway Department
Address: 435 N Park - Room 204, Fremont, NE 68025
Contact Name: Highway Superintendent Phone Number: 402-727-2722
Date of Purchase: 2013 Email: _____

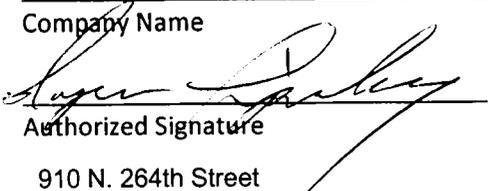
Company Name: Douglas County
Address: 1819 Farnam H08, Omaha, NE 68183-0008
Contact Name: Purchasing Agent Phone Number: 402-444-7150
Date of Purchase: 2013 Email: _____

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 _____

Attachments: **Literature/Cut-sheets**
 Warranty Information

Lyman-Richey Sand & Gravel Company
Company Name

Authorized Signature
910 N. 264th Street
Address
Waterloo, NE 68069
City, State & Zip

Roger Timperley
Company Representative (Please print)
402-677-7755
Telephone Number
402-359-9276
Fax Number
roger.timperley@lymanrichey.com
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 Road Aggregate for the Public Works 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 Road Aggregate 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:

Public Works 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 _____, 2013.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Sarpy County Clerk

Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Deputy County Attorney

Vendor: _____

By: _____

Title: _____

Attest:

Witness

COUNTY OF SARPY, NEBRASKA

SPECIFICATIONS

Road Aggregate For the **Public Works Department**

PROPOSALS DUE:

3:00 p.m., Tuesday, November 19, 2013

General Information

Notice to Vendors

Sarpy County is seeking proposals for Road Aggregate for the Public Works Department. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal for a period of One (1) year commencing November 24, 2013 through November 23, 2014 with two (2), one (1) year options.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 3:00 p.m., Tuesday, November 19, 2013. Bids shall be in a sealed envelope, clearly marked "Sealed Bid – Road Aggregate" 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 12:00 p.m., November 7, 2013 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 the 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 3:00 p.m., Tuesday, November 19, 2013.

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. from origin (vendor's plant site), 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 Public Works 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. 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 12:00 p.m., November 7, 2013 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.

2. 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.

3. 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.

4. Non-Discrimination Clause

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), 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 2004), 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.

5. Conflict of Interest Clause

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), 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.

6. Payment Terms

The successful Vendor shall submit a monthly itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery.

7. 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.

8. Term

The Contract will be for a One (1) year period commencing on November 24, 2013 through November 23, 2014 with two (2), one (1) year options. The cost for the option years will be provided in writing to the County sixty (60) days prior to the expiration date of the current contract year. Any cost changes for the option years is the responsibility of the Vendor. If Sarpy County does not receive any notification of price changes, the prices are to remain the same.

9. Renewal

The Contract shall automatically renew for each option year unless the County notifies Vendor in writing thirty (30) days prior to expiration of current contract period of the intent not to renew.

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:

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

Technical Specifications

Sarpy County is seeking proposals for Road Aggregate for the Public Works Department. The successful Vendor will enter into a contract (see attached Exhibit "A) for a period of one (1) year commencing on November 24, 2013 through November 23, 2014, with two (2) one (1) year option periods. Sarpy County reserves the right to award the Contract to more than one Vendor.

1. All bid prices shall be FOB origin (at your plant site). Sarpy County will haul the aggregate to our sites as needed and will determine the best bid based on aggregate price and the hauling distance to our sites.
2. Sarpy County used approximately the following tons of aggregate annually:

Road Gravel	18,000 tons
Rock (all types)	20,000 tons
47B	12,000 tons

Amounts listed are the annual estimates and Sarpy County is making no representations as to the amount of aggregate that will be purchased from any particular bidder. Vendor must agree to make available to Sarpy County at least the amount used last year. The quantities shown on this request are based on estimated uses. Sarpy County reserves the right to increase or decrease quantities to meet its actual needs.

Sarpy County Aggregate Specifications

1. Aggregate shall meet or exceed Sarpy County Public Works Specifications.
2. Materials shall conform to Division 1000 of the Nebraska Department of Roads Standard Specifications for Highway Construction 2007 Edition – Section 1033.

NOTE: Sarpy County reserves the right to randomly test samples for quality. Sarpy County will pay test fees for this random testing.

Surfacing Aggregates

1. Gravel aggregate for surfacing shall have a Los Angeles Abrasion loss percentage of not more than 40.
2. Gravel aggregate for surfacing shall have a soundness loss of not more than 12 percent by weight at the end of 5 cycles using sodium sulfate solution.
3. Aggregate shall meet requirements in table 1033.07 or 1033.08, as applicable.

Table 1033.07 Gravel Surfacing Gradation Limits		
Sieve Size	Percent Passing	
	Target Value	Tolerance
1"	100	0
No. 4	73	+/-17
No. 10	16	*
No. 50	---	---
No. 200	3	+/-3

Crushed Rock

1. Crushed rock for surfacing shall consist of clean, hard particles of crushed limestone, quartzite or dolomite.
2. Crushed rock for surfacing shall have a Los Angeles Abrasion loss percentage of not more than 45.
3. Crushed rock for surfacing shall have a percent loss of not more than 30 at the end of 16 cycles of the freezing and thawing test.

Table 1033.08 Crushed Rock for Surfacing Gradation Limits		
Sieve Size	Percent Passing	
	Target Value	Tolerance
1"	100	0
No. 4	40	+/-20
No. 10	15	+/-15
No. 50	---	---
No. 200	5	+/-5

Base Course

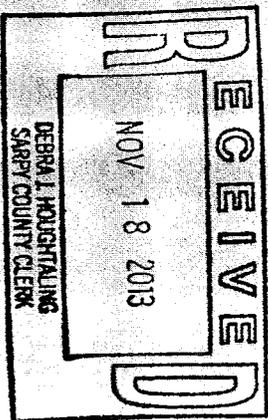
1. Base course aggregate shall be crushed rock or broken stone or a mixture of those materials composed of clean, hard, durable and uncoated particles.
2. Crushed rock shall be crushed limestone, dolomite, granite, quartzite or other ledge rock approved for the intended purpose by the NDR Materials and tests engineer.
3. Dolomite as herein defined is a magnesium limestone containing calcium carbonate and magnesium carbonate in approximately a 4 to 3 ratio.
4. All sizes of crushed rock for base course shall be produced from the same type of material. The chemical and physical characteristics of the fraction passing the No. 4 sieve shall be substantially the same as those of the material which may be produced in the laboratory from the fraction which is trained on the No. 4 sieve.
5. Crushed rock for base course shall not contain shale, clay lumps or other deleterious substances in the quantity to exceed a total of 2.5 percent based on the dry mass of the fraction retained on the No. 4 sieve.
6. Crushed rock for base course shall be free from injurious quantities of dust, soft or flaky particles, loams, alkali, organic matter, paper, wood or other deleterious material.
7. The Los Angeles Abrasion loss percentage shall not exceed 45.
8. Crushed rock for base course shall have a percentage loss of not more than 14 at the end of 16 cycles of the freezing and thawing test.
9. The absorption of crushed rock for a base course shall not exceed 5.0 percent by weight.
10. The product of the plasticity index (using wet preparation AASHTO T 146) of the fraction of the crushed rock for base course passing the No. 40 sieve and the percent of the crushed rock passing the No. 200 sieve shall not exceed 48. When the fraction of the crushed rock for a base course passing the No. 200 sieve does not exceed 4 percent, the plasticity index will not be determined and the product of the plasticity index and the percent passing the No. 200 sieve will not be a requirement for such material.
11. The plasticity index (using dry preparation NDR T 87) of the crushed rock screening passing the No. 40 sieve shall not exceed 4.
12. Crushed rock shall meet graduation requirements in Table 1033.09.

Table 1033.09 Crushed Rock				
Crushed Rock for Base Course			Crushed Rock Screening For Base Course	
Percent Passing				
Sieve Size	Target Size	Tolerance	Target Value	Tolerance
1 ½"	100	0		
¾"	80	+/-15	100	0
3/8"	53	+/-17	73	+/-17
No. 4	---	---	55	+/-15
No. 10	20	+/-10	---	---
No. 20	---	---	28	+/-12
No. 200	5	+/-5	13	+/-7

EXCEPTIONS/CLARIFICATIONS/COMMENTS

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

Lyman-Richey Sand & Gravel
910 N. 264th Street
Waterloo, NE 68069-6206



12:43 pm
S

Deb Houghtaling
Sary County Clerk's Office
1210 Golden Gate Drive, Ste 1250
Papillion, NE 68046

SEALED BID - ROAD AGGREGATE

Lyman-Richey Sand & Gravel Company

3:00 pm, Tuesday, November 19, 2013

Deb Houghtaling

Sarpy County Clerk

Renee Lansman
Chief Deputy

1210 Golden Gate Drive #1250 • Papillion, Nebraska 68046-2842
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

December 5, 2013

Terry Rogers
Martin Marietta Materials
PO Box 448
Weeping Water, NE 68463

Dear Mr. Rogers,

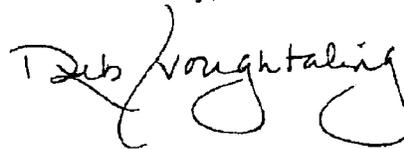
Action by the Sarpy County Board of Commissioners on December 3, 2013 is as follows:

Public Hearing and Resolution 2013-420: Award bid for Road Aggregate for the Public Works Department. Beth Garber, Purchaser

MOTION: After a public hearing, Richards resolved, seconded by Carlisle, to approve the resolution which accepts the bids of Martin Marietta for crushed rock for surfacing, Lyman-Richey Sand & Gravel Company for gravel, Mallard Sand & Gravel for gravel, and Western Sand & Gravel for gravel for the amounts shown on the bid tabulation attached to the resolution. Ayes: Kelly, Thompson, Richards, Carlisle & Warren. Nays: None.

Attached is the above referenced agreement for your files.

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosure
DH/sm

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 Martin Marietta Materials, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Road Aggregate for the Public Works 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 Road Aggregate 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.sarpy.gov.
- 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:

Public Works 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: Terry Rogers
Martin Marietta Materials
PO Box 448
Weeping Water, NE 68463

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 3rd day of December, 2013.



[Signature]
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

[Signature]
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

[Signature]
Deputy County Attorney

Vendor: Martin Marietta Materials

By: [Signature]

Title: SR. SALES REP.

Attest:

Witness

— 2021 —

COMPANY NAME: MARTIN Marietta Materials
Weeping Water

**Sarpy County, Nebraska
 Road Aggregate
 Bid Form**

	Description	Product Code	Plant Location	Price per Ton
Crushed Rock for Base Course				
1.	¾" (Base) Crusher Run 1033.09	796	Weeping Water	\$ 11.45
2.	1" (Base) Crusher Run 1033.09	615	Weeping Water	\$ 11.45
3.	1½" (Base) Crusher Run 1033.09	512	Weeping Water	\$ 11.45
Crushed Rock for Surfacing				
4.	1" 1033.08 (1" Crusher Run)	615		\$ 11.45
Gravel				
5.	Gravel for Surfacing 1033.07			\$ No Bid
6.	47B Sand and Gravel Mix			\$ No Bid

*Prices are to be F.O.B. – Origin (plant location)

Company Information

Years in business:

N/A

of employees

N/A

Total sales last 3 years

N/A

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 _____

Attachments: **Literature/Cut-sheets**
 Warranty Information

Martin Marietta Materials
Company Name

Terry Rogers
Authorized Signature

P.O. Box 448
Address

Weeping Water, NE 68463
City, State & Zip

Terry Rogers
Company Representative (Please print)

402-267-2455
Telephone Number

402-267-3453
Fax Number

terry.rogers@martinmarietta.com
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 Road Aggregate for the Public Works 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 Road Aggregate 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 _____.

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:

Public Works 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 _____, 2013.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Sarpy County Clerk

Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Deputy County Attorney

Vendor: _____

By: _____

Title: _____

Attest:

Witness

COUNTY OF SARPY, NEBRASKA

SPECIFICATIONS

Road Aggregate

For the

Public Works Department

PROPOSALS DUE:
3:00 p.m., Tuesday, November 19, 2013

General Information

Notice to Vendors

Sarpy County is seeking proposals for Road Aggregate for the Public Works Department. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal for a period of One (1) year commencing November 24, 2013 through November 23, 2014 with two (2), one (1) year options.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 3:00 p.m., Tuesday, November 19, 2013. Bids shall be in a sealed envelope, clearly marked "Sealed Bid – Road Aggregate" 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 12:00 p.m., November 7, 2013 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 the 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 3:00 p.m., Tuesday, November 19, 2013.

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. from origin (vendor's plant site), 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 Public Works 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. 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 12:00 p.m., November 7, 2013 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.

2. 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.

3. 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.

4. Non-Discrimination Clause

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), 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 2004), 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.

5. Conflict of Interest Clause

Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 1997), 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.

6. Payment Terms

The successful Vendor shall submit a monthly itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery.

7. 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.

8. Term

The Contract will be for a One (1) year period commencing on November 24, 2013 through November 23, 2014 with two (2), one (1) year options. The cost for the option years will be provided in writing to the County sixty (60) days prior to the expiration date of the current contract year. Any cost changes for the option years is the responsibility of the Vendor. If Sarpy County does not receive any notification of price changes, the prices are to remain the same.

9. Renewal

The Contract shall automatically renew for each option year unless the County notifies Vendor in writing thirty (30) days prior to expiration of current contract period of the intent not to renew.

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:

- a) The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at
- b) 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.
- c) 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.

Technical Specifications

Sarpy County is seeking proposals for Road Aggregate for the Public Works Department. The successful Vendor will enter into a contract (see attached Exhibit "A") for a period of one (1) year commencing on November 24, 2013 through November 23, 2014, with two (2) one (1) year option periods. Sarpy County reserves the right to award the Contract to more than one Vendor.

1. All bid prices shall be FOB origin (at your plant site). Sarpy County will haul the aggregate to our sites as needed and will determine the best bid based on aggregate price and the hauling distance to our sites.
2. Sarpy County used approximately the following tons of aggregate annually:

Road Gravel	18,000 tons
Rock (all types)	20,000 tons
47B	12,000 tons

Amounts listed are the annual estimates and Sarpy County is making no representations as to the amount of aggregate that will be purchased from any particular bidder. Vendor must agree to make available to Sarpy County at least the amount used last year. The quantities shown on this request are based on estimated uses. Sarpy County reserves the right to increase or decrease quantities to meet its actual needs.

Sarpy County Aggregate Specifications

1. Aggregate shall meet or exceed Sarpy County Public Works Specifications.
2. Materials shall conform to Division 1000 of the Nebraska Department of Roads Standard Specifications for Highway Construction 2007 Edition – Section 1033.

NOTE: Sarpy County reserves the right to randomly test samples for quality. Sarpy County will pay test fees for this random testing.

Surfacing Aggregates

1. Gravel aggregate for surfacing shall have a Los Angeles Abrasion loss percentage of not more than 40.
2. Gravel aggregate for surfacing shall have a soundness loss of not more than 12 percent by weight at the end of 5 cycles using sodium sulfate solution.
3. Aggregate shall meet requirements in table 1033.07 or 1033.08, as applicable.

Table 1033.07		
Gravel Surfacing Gradation Limits		
Sieve Size	Percent Passing	
	Target Value	Tolerance
1"	100	0
No. 4	73	+/-17
No. 10	16	*
No. 50	---	---
No. 200	3	+/-3

Crushed Rock

1. Crushed rock for surfacing shall consist of clean, hard particles of crushed limestone, quartzite or dolomite.
2. Crushed rock for surfacing shall have a Los Angeles Abrasion loss percentage of not more than 45.
3. Crushed rock for surfacing shall have a percent loss of not more than 30 at the end of 16 cycles of the freezing and thawing test.

Table 1033.08		
Crushed Rock for Surfacing Gradation Limits		
Sieve Size	Percent Passing	
	Target Value	Tolerance
1"	100	0
No. 4	40	+/-20
No. 10	15	+/-15
No. 50	---	---
No. 200	5	+/-5

Base Course

1. Base course aggregate shall be crushed rock or broken stone or a mixture of those materials composed of clean, hard, durable and uncoated particles.
2. Crushed rock shall be crushed limestone, dolomite, granite, quartzite or other ledge rock approved for the intended purpose by the NDR Materials and tests engineer.
3. Dolomite as herein defined is a magnesium limestone containing calcium carbonate and magnesium carbonate in approximately a 4 to 3 ratio.
4. All sizes of crushed rock for base course shall be produced from the same type of material. The chemical and physical characteristics of the fraction passing the No. 4 sieve shall be substantially the same as those of the material which may be produced in the laboratory from the fraction which is trained on the No. 4 sieve.
5. Crushed rock for base course shall not contain shale, clay lumps or other deleterious substances in the quantity to exceed a total of 2.5 percent based on the dry mass of the fraction retained on the No. 4 sieve.
6. Crushed rock for base course shall be free from injurious quantities of dust, soft or flaky particles, loams, alkali, organic matter, paper, wood or other deleterious material.
7. The Los Angeles Abrasion loss percentage shall not exceed 45.
8. Crushed rock for base course shall have a percentage loss of not more than 14 at the end of 16 cycles of the freezing and thawing test.
9. The absorption of crushed rock for a base course shall not exceed 5.0 percent by weight.
10. The product of the plasticity index (using wet preparation AASHTO T 146) of the fraction of the crushed rock for base course passing the No. 40 sieve and the percent of the crushed rock passing the No. 200 sieve shall not exceed 48. When the fraction of the crushed rock for a base course passing the No. 200 sieve does not exceed 4 percent, the plasticity index will not be determined and the product of the plasticity index and the percent passing the No. 200 sieve will not be a requirement for such material.
11. The plasticity index (using dry preparation NDR T 87) of the crushed rock screening passing the No. 40 sieve shall not exceed 4.
12. Crushed rock shall meet gradation requirements in Table 1033.09.

Table 1033.09 Crushed Rock				
Crushed Rock for Base Course			Crushed Rock Screening For Base Course	
Percent Passing				
Sieve Size	Target Size	Tolerance	Target Value	Tolerance
1 ½"	100	0		
¾"	80	+/-15	100	0
3/8"	53	+/-17	73	+/-17
No. 4	---	---	55	+/-15
No. 10	20	+/-10	---	---
No. 20	---	---	28	+/-12
No. 200	5	+/-5	13	+/-7

EXCEPTIONS/CLARIFICATIONS/COMMENTS

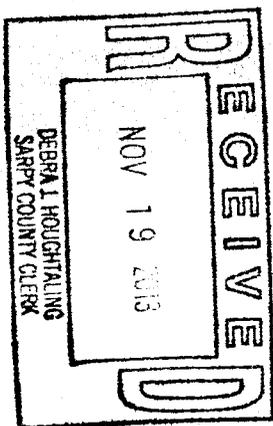
1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Martha Barrett Materials

Box 448

Weeping Water, NE 68463

11:01 AM



ROAD AGGREGATE
Tuesday, Nov. 19th 3:00 PM.

DEB Houghtaling

Sheriff County Clerk's Office

1210 GOLDEN GATE DRIVE SUITE 1250

Papillion, NE 68046