

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

13/000238

RESOLUTION AWARDING BID FOR CONCRETE SLAB PICNIC AREA
FOR WERNER PARK

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for the concrete slab picnic area have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

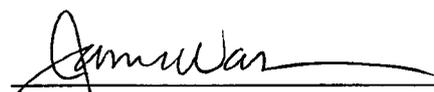
WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

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

NOW, THEREFORE, be it resolved by this Board of County Commissioners that:

- (1) The low bid of Meyers Carlisle Leapley Construction Co., Inc. for Concrete Slab Picnic Area including Alternate 1 in the amount of Thirty two thousand seven hundred fifty five dollars and no cents (\$32,755.00) is accepted, ratified, and confirmed.

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 26th day of February, 2013.



Sarpy County Board Chairman





Sarpy 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: Concrete Slab Picnic Area

On February 22, 2013 two (2) bids were opened for the concrete slab picnic area for Werner Park. The proposed picnic area is located on the south side of the stadium along Ballpark Way. Attached is a map for reference. The Storm Chasers have contracted to place a tent over the slab.

After review of the bids, it is recommended the bid be awarded to MCL Construction Co., Inc. for \$32,755.00, which includes Alternate 1. The Alternate will place a small wall on a portion of the slab, which is needed due to the grade. The work will be completed by March 29, 2013. If you have any questions, please contact me at bgarber@sarpy.com.

February 22, 2013

Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Ross Richards
Dave Fjare
Brett Myers

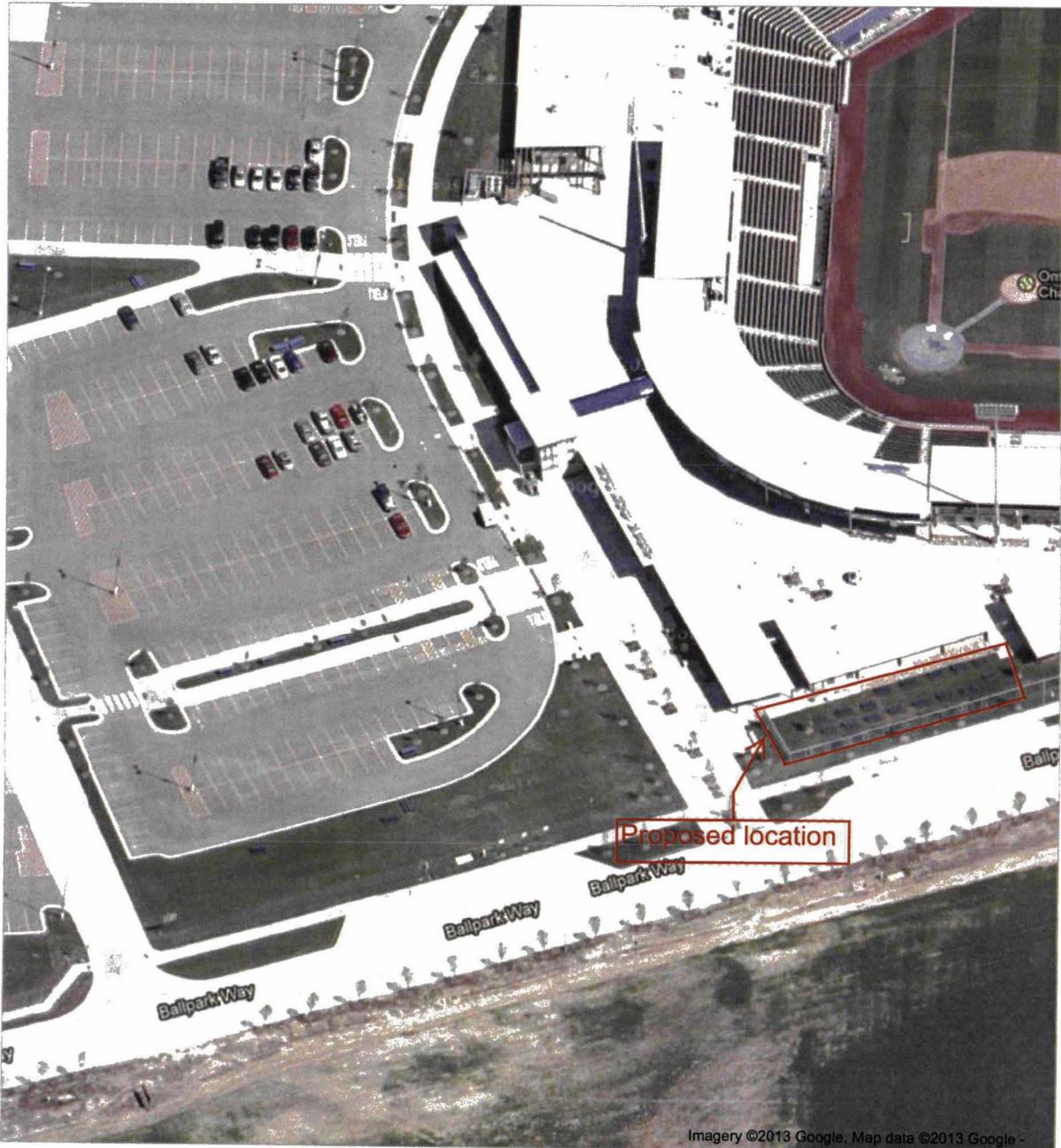
Concrete Slab Picnic Area
Werner Park

10:00 a.m.
February 22, 2013

	MCL Construction	All Purpose Construction
Lump Sum Base Bid	\$31,875.00	\$41,000.00
Alternate #1	\$880.00	\$1,450.00
Lump Sum Base Bid with Altnerate #1	\$32,755.00	\$42,450.00

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



Imagery ©2013 Google, Map data ©2013 Google -

COMPANY NAME: Meyers Carlisle Leapley Construction Co., Inc.
dba MCL Construction

Sarpy County, Nebraska
Concrete Slab for Picnic Area
Bid Form

Lump Sum Bid: \$ 31,875.⁰⁰
Bid shall all inclusive and incorporate requirements on specifications and plans.

Alternate #1: \$ 880.⁰⁰

Prices are to be F.O.B. - 12356 Ballpark Way, Papillion, NE 68046

ESTIMATED START DATE: Upon Notice to Proceed
*PROJECT COMPLETION MUST BE BY MARCH 29, 2013

Company Information:

Years in business:	<u>26</u>
# of employees	<u>85</u>
Total sales last 3 years	<u>2012 - \$62,690,318</u>
	<u>2011 - \$45,299,642</u>
	<u>2010 - \$72,009,960</u>

References:

Company Name: Bank of the West
Address: 13505 California Street, Omaha, NE 68154
Contact Name: Toby Hrupek Phone Number: 402-918-2463
Fax Number: 402-918-8508 Date of Purchase: Ongoing
Email: toby.hrupek@bankofthewest.com

Company Name: First National Bank
Address: 1620 Dodge Street, Omaha, NE 68102
Contact Name: Brenda Dooley Phone Number: 402-602-3933
Fax Number: 402-602-3280 Date of Purchase: Ongoing
Email: bdooley@fnni.com

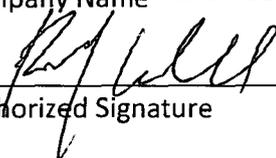
Company Name: Methodist Health System
Address: 8511 Dodge Street, Omaha, NE 68114
Contact Name: Jerry Ellwanger Phone Number: 402-354-4846
Fax Number: 402-354-4819 Date of Purchase: Ongoing
Email: jerry.ellwanger@nmhs.org

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 2/20/13
Addendum #2 _____

Meyers Carlisle Leapley Construction Co., Inc.
Company Name dba MCL Construction


Authorized Signature

14124 Industrial Road

Address

Omaha, NE 68144-3332

City, State & Zip

Robert J. Carlisle

Company Representative (Please print)

402-339-2221

Telephone Number

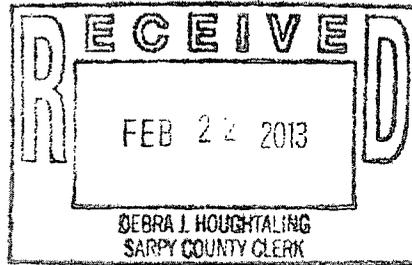
402-339-2114

Fax Number

rjc@mclconstruction.com

E-Mail Address

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



9:48 AM
Em

MCL

construction | the people you build with

14124 Industrial Road
Omaha, NE 68144-3332

DEB HOUGHTALING
SARPY COUNTY CLERK'S OFFICE
1210 GOLDEN GATE DR
PAPILLION NE 68046

SEALED BID - CONCRETE SLAB FOR PICNIC AREA

BID DATE: FEBRUARY 22, 2013
BID TIME: 10:00am

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 Meyers Carlisle Leapley Construction Co., Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Concrete Slab for Picnic Area for Werner Park; 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 a Concrete Slab Picnic Area in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
 2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Beth Garber
Sarpy County Purchasing
1210 Golden Gate Drive
Papillion, NE 68046

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

II. DUTIES OF COUNTY:

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

III. BREACH:

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

the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

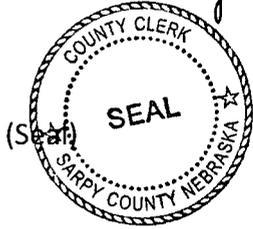
V. SCOPE OF AGREEMENT:

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

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

Vendor: Meyers Carlisle Leapley Construction Co., Inc.
d/b/a MCL Construction
Robert Carlisle
14124 Industrial Road
Omaha, NE 68144-3332

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 26th day of February, 2013.



COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Gene S. Hausman
Sarpy County Clerk *Chief Deputy*

Jim Wan 2-26-2013
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Mel O'Neil
Deputy County Attorney

Vendor: _____

By: *[Signature]*
Title: EXEC. VICE PRESIDENT

Attest:

Witness
