BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING BID FOR STRIPING OF COUNTY ROADS AND VARIOUS CITY STREETS INCLUDING ROADS IN CASS COUNTY AND IN THE CITIES OF BELLEVUE, PAPILLION, LAVISTA, AND GRETNA IN SARPY COUNTY, AND IN THE CITY OF RALSTON IN DOUGLAS COUNTY

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 striping of County Roads and various City Streets 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 *Vogel Traffic Services, Inc .* for *Striping of Sarpy County Roads and Various City Streets including roads within Cass County, and in the Cities of Bellevue, Papillion, LaVista, Ralston, and Gretna* for the base unit price of *$16.92 per gallon for County Roads and $19.92 per gallon for City Roads* 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 24th day of March, 2015.

DEBRA J. HOUGHTALING, COUNTY CLERK SEAL SARPY COUNTY, NEBRASKA

ATTEST:

Sarpy County Board Chairman

Sarpy County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE, SUITE 1220
PAPILLION, NE 68046

Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Purchasing/Contract Administrator
(402) 593-4476

MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Award Bid for Striping

On March 12, 2015, three (3) bids were opened for the Striping of County Roads and City Streets for the Public Works Department. After reviewing the bids, it is recommended the bid be awarded to the low bidder, Vogel Traffic Services, Inc. for a total of $262,821.00.

The price per gallon for Sarpy County and Cass County is $16.92 and for the Cities of Bellevue, La Vista, Ralston and Papillion it is $19.92 per gallon. In 2012 Vogel bid $16.87 per gallon for the counties and $19.87 for the cities. The County has worked with Vogel for several years with positive experiences.

Please feel free to contact me with any questions.

March 13, 2015

Beth Garber

Beth Garber

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

SARPY COUNTY

Dennis L. Wilson, P.E., PhD
Sarpy County Engineer

PUBLIC WORKS DEPARTMENT
15100 South 84th Street • Papillion, NE 68046-2895
Phone (402) 537-6900 • FAX (402) 537-6955 • www.sarpy.com

MEMORANDUM

To: Sarpy County Board of Commissioners

From: Dennis L. Wilson, P.E., Ph.D., Sarpy County Engineer

Subject: Bid Recommendation – Striping of County Roads and Various City Streets and Roads within Cass County and the Cities of Bellevue, Papillion, LaVista, Ralston and Gretna

Date: March 13, 2015

On March 12, 2015, three (3) bids were opened during a public bid opening for the above mentioned contract. The low bid was from Vogel Traffic Services, Inc. of Orange City, Iowa with a total base bid of $262,821.00. This bid is 15.0% lower than the Engineer's Estimate of $309,175.00.

The Sarpy County Engineer recommends the base bid be awarded to Vogel Traffic Services, Inc. in the amount of $262,821.00. Feel free to contact me if you have any questions.

Striping of County Roads Various City Streets
for the
Public Works Department

2:00 p.m.
Thursday, March 12, 2015

		Quality Striping Inc.		Highway Signing, Inc.		Vogel Traffic Services, Inc.	
Base Bid							
	Est. Quantity Gallons	**Unit Price $/Gallon**	**Extended Price**	**Unit Price $/Gallon**	**Extended Price**	**Unit Price $/Gallon**	**Extended Price**
Sarpy County	6625	$18.50	$122,562.50	$27.25	$180,531.25	$16.92	$112,095.00
Cass County	5700	$18.50	$105,450.00	$27.25	$155,325.00	$16.92	$96,444.00
City of Bellevue	465	$27.80	$12,927.00	$35.00	$16,275.00	$19.92	$9,262.80
City of La Vista	75	$27.80	$2,085.00	$75.00	$5,625.00	$19.92	$1,494.00
City of Ralston	335	$27.80	$9,313.00	$75.00	$25,125.00	$19.92	$6,673.20
City of Papillion	1850	$27.80	$51,430.00	$50.00	$92,500.00	$19.92	$36,852.00
Total	**15050**		**$303,767.50**		**$475,381.25**		**$262,821.00**
Alternate Bid							
	Est. Quantity Gallons	**Unit Price $/Gallon**	**Extended Price**	**Unit Price $/Gallon**	**Extended Price**	**Unit Price $/Gallon**	**Extended Price**
Sarpy County	9720						
Cass County	8360						
City of Bellevue	680						
City of La Vista	110						
City of Ralston	495						
City of Papillion	2715						
Total	**22080**		**No Bid**		**No Bid**		**No Bid**

COMPANY NAME: VOGEL TRAFFIC SERVICES, INC

Sarpy County, Nebraska
Striping of County Roads and Various City Streets and Roads within Cass County and the Cities of Bellevue, Papillion, LaVista, Ralston and Gretna
Bid Form

The undersigned, having carefully examined the Plans and Specifications, and having examined the site, hereby submit our proposal.

For furnishing all materials, labor, equipment, tools, together with appurtenances and accessories required to prepare, construct, erect and install the proposed improvements, complete and ready for operation, our bid as follows:

Approximate Linear Mileage of Roadways to be Painted (For information only)			
Location	Yellow Paint (miles)	White Paint (miles)	Total Paint Miles
Sarpy County, Gretna, Springfield	152	174	326
Cass County	123	158	281
City of Bellevue	51	40	91
City of La Vista	5	12	17
City of Ralston	3	1	4
City of Papillion	9	14	23
Total	**343**	**399**	**742**

Bid Form			
Base Bid			
	5" Permanent Pavement Marking, Paint and Beads	**Unit Price**	**Extended Price**
	Gallons	**$/Gallons**	**$**
Sarpy County	6625	$ 16.92	$ 112,095.00
Cass County	5700	$ 16.92	$ 96,444.00
City of Bellevue	465	$ 19.92	$ 9,262.80
City of La Vista	75	$ 19.92	$ 1,494.00
City of Ralston	335	$ 19.92	$ 6,673.20
City of Papillion	1850	$ 19.92	$ 36,852.00
Total – Base Bid	**15050**	**$**	**$** 262,821.00
Alternate Bid – Polyurea Paint			
	5" Polyurea Pavement Marking	**Unit Price**	**Extended Price**
	Gallons	**$/Gallons**	**$**
Sarpy County	9720	$ no bid	$
Cass County	8360	$ no bid	$
City of Bellevue	680	$ no bid	$

City of La Vista	110	$ no bid	$
City of Ralston	495	$ no bid	$
City of Papillion	2715	$ no bid	$
Total – Alternate Bid	**22080**	**$**	**$**

*Prices are to be F.O.B. - Destination

NOTE: The start date for the striping of the Sarpy County Roads will be NO LATER THAN JUNE 29, 2015, weather permitting. 100% to be painted by July 24, 2015.

If notified of acceptance of this proposal and Contract award within thirty (30) days after date stated for receipt of bids, the undersigned agrees to execute a Contract for the above named work and the above stated consideration, the form required, within ten (10) days of such notification; to commence the work as soon as practical, and to complete the Contract no later than July 24, 2015.

Total base bid shall be the basis for establishing the amount of the Performance Bond in this Contract. The Total Base Bid is based on the quantities shown in the Proposal Form and on the dimensions shown on the Plans where specific quantities are not itemized, and are subject to additions or reductions according to the actual construction quantities as determined by the Engineer. Any such change orders shall be made by and become a part of the Engineers Certified Progress Statement(s) of work in progress as well as final completed construction (Project Completion Reports(s)). Said performance bond shall be provided to the Sarpy County Clerk ten (10) days after execution of contract documents and bid award. Bond may be secured through the Vendor's usual sources.

The undersigned has carefully checked the bid blank quantities against the Specifications before preparing this Proposal and accepts the said quantities and amounts, as correctly listing the complete work to be done in accordance with the Specifications.

The County Board reserves the right to waive informalities and irregularities and to award bids which furnish the material and construction that, in their opinion, will serve in the best interest of the County or to reject any/or all bids.

Company Information

Years in business: 30

# of employees 9

Total sales last 3 years 2012 $4.1 million
2013 $4.9 million
2014 $4.8 million

References

Company Name: KOSSUTH COUNTY
Address: 114 W STREET ALGONA, IA 50511
Contact Name: DOUG MILLER,PE Phone Number: 515.295.3320
Date of Purchase: MAY 2014 Email: dmiller@co.kossuth.ia.us

Company Name: POTTAWATTAMIE COUNTY
Address: 223 SOUTH 6th STREET COUNCIL BLUFFS, IA 51501
Contact Name: JOHN RASMUSSEN Phone Number: 712.328.5608
Date of Purchase: APRIL 2014 Email: john.rasmussen@pottcounty.com

Company Name: STORY COUNTY
Address: 837 N AVENUE NEVADA, IA 50201
Contact Name: DARREN MOON, PE Phone Number: 515.382.7355
Date of Purchase: MARCH 2014 Email: engineer@storycounty.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 N/A
Addendum #2

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

VOGEL TRAFFIC SERVICES
Company Name

Authorized Signature

1920 ALBANY PL SE
Address

ORANGE CITY, IA 51041
City, State & Zip

DAVE VAN GORP, VICE PRESIDENT
Company Representative (Please print)

712-737-2476
Telephone Number

712-737-4148
Fax Number

marsha.bomgaars@vogeltraffic.com
E-Mail Address

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

CONTRACT AGREEMENT

THIS CONTRACT is made and entered into by and between Sarpy County, Nebraska hereinafter called County, and Vogel Traffic Services hereinafter called Contractor.

In consideration of the following mutual agreements and covenants, it is understood and agreed by the parties hereto that:

1. **The Contractor will stripe approximately 742 miles of County and City Roads of which 326 miles are within Sarpy County, Gretna and Springfield, and 281 miles within Cass County, 131 miles within the various City Limits in Sarpy County, and 4 miles within the City of Ralston.**

   Also referred to hereinafter as work, in accordance with terms and provisions hereof and subject to the quality provisions in the accepted Proposal of Contractor for the sum of $16.92/gallon for Sarpy County and Cass County; $19.92/gallon for the Cities of Bellevue, La Vista, Ralston and Papillion under penalty of Performance, Payment and Guarantee Bond.

2. The Contractor shall conform with the applicable plans and specifications, applicable Special Provisions and any applicable change order or addenda pertaining thereto or to this Contract, all of which by reference thereto are made a part hereof. Applicable notice to bidders, Instruction to bidders, Bid Proposal of Contractor, Resolution awarding this Contract, the Performance, Payment and Guarantee Bond and all proceedings by the governing body of the County relating to the aforesaid work are made a part hereto by reference thereto.

3. The County agrees to pay the Contractor in accordance with the provisions of the specifications, the accepted Proposal of the Contractor and the provisions of this Contract.

4. All provisions of each document and item referred to in Paragraph 2 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, and substitution or change shall be made except upon written direction, the form of which shall be written "Change Order" of the County; and substitution or change shall in no manner be construed to release either party from any specified or implied obligation of this Contract except as specifically provided for in the Change Order.

5. The Contractor warrants that it has neither employed nor retained any company or person, other than bona fide employee working for Contractor to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission percentage, brokerage fee, gift

or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

6. County and Contractor promise and agree to comply with all Federal and State laws and County ordinances, and such other rules and regulations as may apply to this Contract, including but not limited to: the Americans with Disabilities Act of 1990 (29 U.S.C.A. 12101, et seq.); the Rehabilitation Act of 1973 (29 U.S.C.A. 701, et seq.); and the Drug Free Workplace Act of 1988 (41 U.S.C.A. 701, et seq.). Furthermore, pursuant to Neb. Rev. Stat. 73-102 Reissue 1990), County and Contractor declare, promise, and warrant that they have and will continue to comply fully with the 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 1993), in that there shall be no discrimination against any person who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

7. The Contractor shall indemnify and save harmless Sarpy County, its officers, employees, agents and representatives from all claims, suits or actions of every kind and character made upon or brought against the said Sarpy County, its officers, employees, agents and representatives for on or account of any injuries or damages received or sustained by any party or parties by or from the acts or omissions of the said Contractor or its servants, agents, representatives and subcontractors, in doing the work herein contracted for or by or in consequence of any negligence in guarding the same or any improper material used in its construction or by or on account of any act or omission of said Contractor or its servants, agents, representatives and subcontractor or its servants, agents, representatives and subcontractors arising out of any manner connected with the performance of this Contract, and also from all claims or damage for infringement of any patent in fulfilling this Contract.

8. Insurance Requirements

The Contractor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

The following insurance coverages shall be kept in force during the life of the Agreement and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

a. Worker's 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.

b. 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.

c. 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.

d. Certificate of Insurance

The Contractor shall furnish the County with a certificate(s) of insurance evidencing the coverage required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Contractor shall require each and every Subcontractor performing work under this Agreement to maintain the same coverages required of the Contractor 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.

e. Insurance Company

All insurance coverages herein required of the Contractor 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 Contractor shall furnish evidence that the insurance company or companies being used by the Contractor meet the minimum requirements listed in this section.

Upon request by the County, the Contractor 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 Contractor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Contractor is required to notify the County of any deviations from the minimum requirements presented in this section.

9. The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska unemployment contributions and interest due under the laws of the State of Nebraska on wages paid to individuals employed in the performance of this Contract, and shall submit to Sarpy County written clearance from the Commissioner of Labor of the State of Nebraska certifying that all payments due of contributions and interest which may have arisen under this Contract have been paid by the Contractor or his subcontractor, to the State of Nebraska Unemployment Compensation Fund. Payment of the final five percent (5%) of the total amount of the Contract shall be withheld until this provision has been complied with as required by Section 48-657 R.R.S. 1943, as amended.

10. The Contractor shall not, in performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age or political or religious options or affiliations in violation of federal or state laws or local ordinances and further the Contractor shall comply with Sarpy County ordinances pertaining to civil rights and human relations.

11. The Contractor shall procure a policy or policies of insurance which shall guarantee payment of compensation according to the Workmen's Compensation Laws of Nebraska for all workmen injured in the scope of employment; and further agrees to keep said policy or policies in full force by the Contractor throughout the term of this Contract. Certificates of insurance or copies of policies if required by any department of the County, shall be filed by the Contractor with Sarpy County.

12. Except as may otherwise be required by applicable law payment of any balance due to the Contractor under this Contract shall be made by the County to the Contractor upon completion of the Contractor's work and obligations in accordance with the Contract, upon acceptance thereof by the County, and upon submission of certificate by the Contractor in accordance with Paragraph 11 above. No payment by the County shall in any way constitute any waiver of any rights of Sarpy County.

13. Pursuant to Neb. Rev. Stat. 23-3113 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or other employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions so responsibilities in the review or approval of the undertaking described in this Contract, or in the performing of services pursuant to this Contract which effects 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 indirect, in this Contract or the proceeds thereof.

14. Neither County nor Contractor shall engage the services of any person or persons presently in the employ of the other for work covered by this Contract without the express written consent of the employer of such person or persons.

15. Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent Contractor, and neither party is or will become the employee of the other as a result of the relationship created by this Contract.

16. It is understood and agreed by the parties to hereto that is any part, term, condition or provision of this Contract is held to be illegal or in conflict with any law of this State 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 Parties shall be construed and enforced as if the Contract did not contain the particular part, term, condition, or provisions held to be invalid.

17. This Contract and documents incorporated herein by reference contain the entire Contract between the Parties, and there are no other written or oral promises, agreement or warrants which may affect it.

18. The Contractor acknowledges that it is, and will, remain fully obligated under the provisions of this Contract, regardless of any delegation of duties or assignment or benefits hereunder. Contractor further acknowledges and promises that the provisions of this Contract shall be made binding on any Subcontractor(s) it may retain. Contractor shall require that all Subcontractors hold County harmless from any and all claims and causes of action resulting from actions or activities of Subcontractor. Contractor shall require that all Subcontractors comply with any and all applicable State and Federal

laws and that Subcontractor(s) obtain any and all necessary permits or licenses necessary to conduct work under this Contract.

19. Contractor **may not** subcontract or assign any portion of Contract without prior written approval from the County.

This Contract cannot be amended except by written agreement of both parties. Notice to the Parties shall be given in writing to the agents of each party named below:

County: Ms. Deb Houghtaling
Sarpy County Board Business Office
1210 Golden Gate Dr., Ste. 1116
Papillion, NE 68046

Contractor: Mr. Dave Van Gorp
Vogel Traffic Services
1920 Albany Pl SE
Orange, City, IA 51041

IN WITNESS WHEREOF, the parties hereto have caused these instruments to be executed in THREE original counterparts, this as of this 24th day of March, 2015.

(SEAL)

DEBRA J. HOUGHTALING, COUNTY CLERK
SEAL
SARPY COUNTY, NEBRASKA

ATTEST: _____

CLERK: _____

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY/DEPUTY

County of Sarpy, Nebraska
A Body Politic and Corporate

CHAIRMAN: _____

CONTRACTOR: _____