

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR COURTHOUSE ADMINISTRATION BUILDING RAIN GARDEN
FOR THE FACILITIES MANAGEMENT DEPARTMENT

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

WHEREAS, bids for the Courthouse Administration Building Rain Garden have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings 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

WHEREAS, one late bid was received by the Sarpy County Clerk's Office.

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

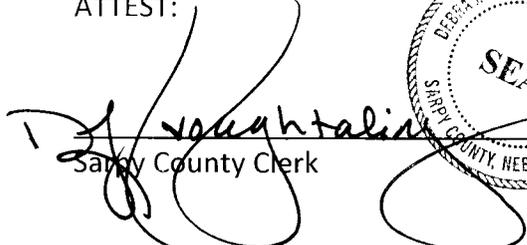
1. The low bid of Greenlife Gardens for Courthouse Administration Building Rain Garden in the amount of Thirty Six Thousand Five Hundred Twenty Dollars and No Cents (\$36,520.00) is accepted, ratified, and confirmed.
2. The late bid of Dee Sign Landscaping received by the Clerk's office is directed to be returned unopened to the vendor.
3. 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.

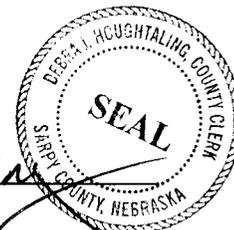
The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 19th day of

July, 2016.


 Sarpy County Board Chairman

ATTEST:


 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 Rain Garden Bid

On July 14, 2016, two (2) bids were opened for the Courthouse Administration Rain Garden Project for the Facilities Management Department. The Clerk's Office received one (1) late bid, which is being requested to be returned unopened. After reviewing the bids, it is recommended the bid be awarded to the low bidder, Greenlife Gardens for \$36,520.00. Greenlife will start the project mid-August with ten (10) estimated working days. The County has worked with Greenlife on similar projects with great success. This project is 100% grant funded through the Storm Water Management Grant.

Please feel free to contact me at bgarber@sarpy.com with any questions.

July 14, 2016


Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Ross Richards
Art Beccard, TD2
Maggie Lanigan, TD2

MEMORANDUM

SARPY COUNTY
FACILITIES MANAGEMENT

Date: July 14, 2016

To: Beth Garber

From: Ross Richards

Subject: Sarpy County Administration Addition – Rain Garden

Facilities Management recommends awarding the Rain Garden Project to Green Life Gardens for the Lump Sum Bid amount of \$36,520. 2 bids were received and Green Life Gardens is the lowest responsive and responsible bidder.

Funds are available in Fiscal Year 2017 Capital Projects Budget.

Green Life Gardens is well suited for this type of project, they have performed similar work for Sarpy County and their bid is less than the engineers most recent cost opinion.

Please contact me at 402-593-4358 if you have questions or need additional information.

Courthouse Administrative Building Rain Garden
for the
Facilities Management Department

Bid Opening: 2:00 p.m.
July 14, 2016

	Greenlife Gardens	REF Building & Construction Services, Inc.	Dee Sign Landscaping
Total Lump Sum Bid	\$36,520.00	\$56,914.00	Late Bid

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Greenlife Gardens, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Sarpy County Courthouse Administrative Building – Rain Garden for the Sarpy County Facilities Management Department and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Sarpy County Courthouse Administrative Building – Rain Garden for the Sarpy County Facilities Management Department 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:

Facilities Management Department
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

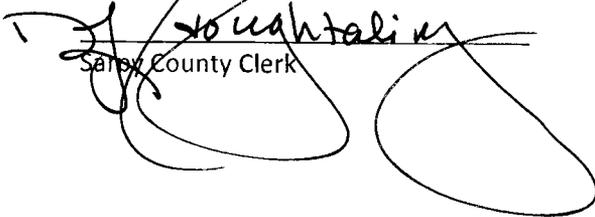
Vendor: Greenlife Gardens
Jeff Hendrickson
5023 Shannon Drive
Papillion, NE 68133

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 19th day of July, 2016.

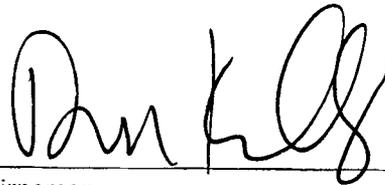
(Seal)



ATTEST:

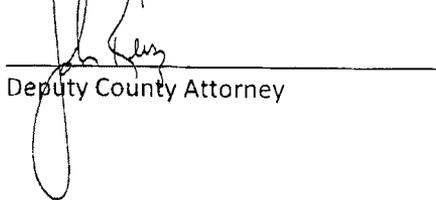

Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate



Chairperson
Sarpy County Board of Commissioners

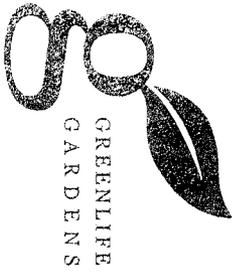
Approved As To Form:


Deputy County Attorney

Vendor: Greenlife Gardens

By:  JEFF HENDRICKSON

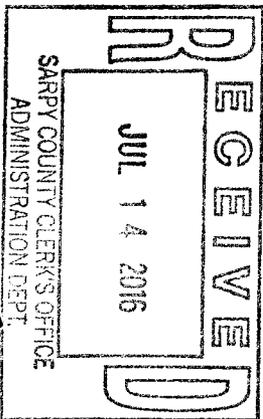
Title: DESIGNER



5023 Shannon Drive
Peppillon, NE 68139



*SENLED Bid :
COURTHOUSE ADMINISTRATIVE Bldg - Row Garden
2 p.m July 14th 2016*



9:30AM VB

COMPANY NAME: GREENLIFE GARDENS

**Sarpy County, Nebraska
Courthouse Administration Building Rain Garden
Bid Form**

The undersigned, having carefully examined the plans and specifications and contract documents prepared by Sarpy County and Thompson, Dreessen & Dorner, Inc., engineers for the construction of SARPY COUNTY NEBRASKA, COURTHOUSE ADMINISTRATION BUILDING RAIN GARDEN in and for the Sarpy County Board of Commissioners of Sarpy County, Nebraska, and other such work as may be incidental thereto, and having carefully examined the site of the work, hereby proposed to furnish all labor, tools, materials, and equipment required for the performance of such work according to the following description herein set forth:

Equipment and personnel to remove existing turf, grade the site per the plans, install amended soils with 4" perforated drainage pipe, install two 8" drains with Nyloplast™ dome grate inlet covers, 8" PVC drain pipe within rain garden, 103 LF of 8" HDPE DR11 (or equivalent) drainage pipe installed using horizontal directional bore methods, 8" PVC bends and piping for a tap to an existing storm manhole, restore to pre-construction conditions the existing wood mulched landscaped bed with plantings damaged by excavation, tilling 6" of compost into the new landscaped area, topping off with 2-3 inches of hardwood mulch and plantings as shown on landscape plan sheet.

Total Lump Sum Bid: \$ 36,520⁰⁰

The undersigned hereby agrees to commence work after Notice to Proceed and to complete all work described by November 1, 2016.

Company Information:

Years in business: 15
of employees 35
Total sales last 3 years 2.3 MIL
2.2 MIL
2.2 MIL

References:

Company Name: SAC FEDERAL CREDIT UNION

Address: _____

Contact Name: DON MITCHELL Phone Number: (402) 699-7645

Fax Number: _____ Date of Work Completion: 2014-16

Email: _____

Company Name: ANDY SZOTKO (CITY OF OMAHA STORMWATER MANAGEMENT)

Address: _____

Contact Name: _____ Phone Number: (402) 306-5704

Fax Number: _____ Date of Work Completion: FALL 2014, JUNE 2016

Email: _____

Company Name: SARPY COUNTY

Address: _____

Contact Name: MIKE HAYES Phone Number: (402) 957-6432

Fax Number: _____ Date of Work Completion: JUNE 2015

Email: _____

The undersigned further agrees to furnish the required performance bond, insurance certificate and to sign a contract within ten (10) days from and after the acceptance of this proposal, and agrees to begin work and to complete same within the contract period.

Receipt of Addenda ____ through ____ is hereby acknowledged.

If awarded the contract, our surety company will be UNITED INS. (MIKE SMOLSKY)
of OMAHA

GREENLIFE GARDENS
Company Name

JEFF HENDRICKSON
Company Representative (Please Print)

[Signature]
Authorized Signature, Title

(402) 637-8723
Telephone Number

5023 SHANNON DR.
Address

Fax Number

PAWLIWICZ, NE 68133
City, State & Zip

JEFF@GREENLIFE GARDENS.COM
E-Mail Address

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