

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR REBID OF TREE/YARD WASTE PILE GRINDING
FOR THE LANDFILL

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 rebid of tree/yard waste pile grinding 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.

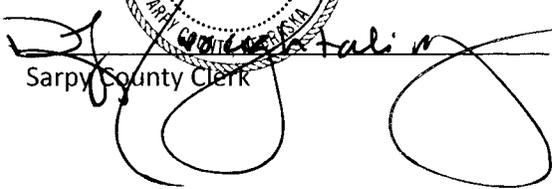
NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

1. Based upon the recommendation of the Purchasing Department, and upon a comparison of the bids to the bid specifications, the bid is hereby awarded to the low bidder Hughes Mulch Products for rebid tree/yard waste pile grinding in the amounts of Eighty Five Thousand Dollars and No Cents (\$85,000.00) with additional new tree/yard waste grinding done at an hourly rate of Five Hundred (\$500.00) per hour 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 26th 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, Senior Buyer/Contract Administrator
(402) 593-4476

MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Award Bid for Tree/Yard Waste Pile Grinding for the Landfill

On July 22, 2016, 2 bids were opened for the rebid of the Tree/Yard Waste Pile Grinding Project at the Landfill. After evaluation from Sarpy County and TD2, it is recommended the bid be awarded to the low bidder, Hughes Mulch Products for \$85,000 with any new waste grinded at a rate of \$500 per hour. The estimated timeframe for the project is September 1, 2016 through November 1, 2016. The material associated with this project will be used as part of the final cap of the Landfill.

The original bid was \$200,000 and included a much larger pile. It was determined that about half of the original pile was not suitable for grinding, which increased the bid. Landfill staff coordinated an effort to remove the portion of the pile that was unsuitable for grinding making the project more attractive to bidders and therefore reducing the cost and adding a bidder.

Please feel free to contact me at (402) 593-4476 with any questions.

July 22, 2016


Beth Garber

cc: Mark Wayne
Deb Houghtaling
Scott Bovick
Brian Hanson
Paul Mimick

Bid Tab
Tree/Yard Waste Pile Grinding - REBID
for the Landfill

Bid Opening:
2:00 p.m., Thursday
July 21, 2016

		Hughes Mulch Products	Metro Landscape
1	Lump Sum Bid - Grinding Existing Pile	\$85,000.00	\$117,500.00
2	Hourly Rate - New Tree/Yard Waste	\$500.00	\$750.00

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 Hughes Mulch Products, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Tree/Yard Waste Pile Grinding for the Landfill; 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 Tree/Yard Waste Pile Grinding 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:

Landfill
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.

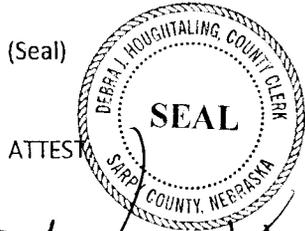
V. SCOPE OF AGREEMENT

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: Hughes Mulch Products
Mr. Stacy Hughes
3211 Keystone Drive
Omaha, NE 68134

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 July, 2016.



[Signature]
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

[Signature]

Chairperson
Sarpy County Board of Commissioners

Approved As To Form:

[Signature]
Deputy County Attorney

Vendor: Hughes Mulch Products

By: [Signature]

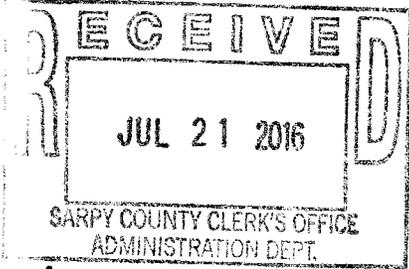
Title: President



HUGHES
Tree Service

Trusted Tree Care

15802 FAIRVIEW ROAD
GRETNA, NEBRASKA 68028



10:17 am - 34

Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Dr. Suite 1250
Papillion, NE 68046

Sealed Bid - Tree/Yard Waste Pile Grubbing

COMPANY NAME: Hughes Mulch Products

**Sarpy County, Nebraska
Tree/Yard Waste Pile Grinding
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, 156TH AND FAIRVIEW ROAD SANITARY LANDFILL TREE/YARD WASTE PILE GRINDING 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:

1. Equipment and personnel to grind an existing tree/yard waste pile to a nominal 3" particle size using a high capacity tub grinder or similar equipment. The work includes providing a separate machine with operator to move the tree/yard waste materials to the grinder and then moving the ground material to the easterly side of the paved road adjacent to the tree/yard waste pile, as specified.

Total Lump Sum Bid: \$ 85,000

2. Equipment and personnel to grind a "new" tree/yard waste pile that was started after the placement of trees and yard waste into the original pile was stopped following the prebid meeting. The actual volume of material is unknown and Sarpy County reserves the right to only grind part or none of the "new" tree pile to keep within budget constraints. The work for the hourly unit rate bid includes providing a machine with operator to move the materials to the grinder, grinding to a nominal 3" particle size and then moving the ground material to the easterly side of the paved road adjacent to the tree pile as was done for the original pile, as specified.

Hourly Rate Bid: \$ 500 per hour of grinding.

Anticipated Start Date: 9/1/16

Anticipated Completion Date: 11/1/16

Company Information:

Years in business: 15
of employees 12
Total sales last 3 years 9 million

References:

Company Name: City of Omaha
Address: _____
Contact Name: Tom Glan Phone Number: 402-444-5279
Fax Number: _____ Date of Work Completion: _____
Email: _____

Company Name: Vreane Construction
Address: _____
Contact Name: Tray Perry Phone Number: 402-733-5200
Fax Number: _____ Date of Work Completion: _____
Email: _____

Company Name: City of Omaha
Address: _____
Contact Name: Paul Dunn Phone Number: 402-444-3908
Fax Number: _____ Date of Work Completion: _____
Email: _____

<u>Hughes Mulch Products</u>	<u>Stacy Hughes</u>
Company Name	Company Representative (Please Print)
 <u>President</u>	<u>402-991-7900</u>
Authorized Signature, Title	Telephone Number
<u>3211 Keystone Dr</u>	<u>402-991-7977</u>
Address	Fax Number
<u>Omaha NE 68134</u>	<u>stacy@hughesmulch.com</u>
City, State & Zip	E-Mail Address

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