

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR SOIL VAPOR EXTRACTION SYSTEM TRENCHES FOR THE
CLOSED CEDAR ISLAND 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 Soil Vapor Extraction System Trenches 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.

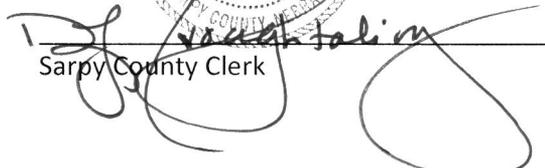
NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

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 Charlie's Excavating Inc. for Soil Vapor Extraction System Trenches in the amount of Twenty Five Thousand One Hundred Fifty Nine Dollars and Eighty Two Cents (\$25,159.82) 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 2nd day of August, 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 Soil Vapor Extraction Trenches

On July 28, 2016, four (4) bids were received for the Soil Vapor Extraction System Trenches for the Closed Cedar Island Road Landfill. After reviewing the bids, it is recommended the bid be awarded to the low bid, Charlie's Excavating, Inc. for \$25,159.82. Excavation is expected to begin no more than thirty (30) days after completion of the contract documents. Charlie's Excavating estimates there are seven (7) working days associated with the project.

Charlie's Excavating has completed similar work at the Landfill. The Landfill and TD2 are comfortable with their ability to complete the work. Following the trenching and pipe installation, the County will determine what type of vapor extraction system will be installed. This portion of the project will accommodate either a fully connected system or individual well extraction systems.

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

July 28, 2016

Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Paul Mimick
Art Beccard, TD2
Kendall Hayward, TD2

Bid Tab
Soil Vapor Extraction System Trenches
for the Cedar Island Road Landfill

Bid Opening:
2:00 p.m., Thursday
July 28, 2016

	Neuvirth Construction, Inc.	J.J. Westhoff Construction Co.	General Excavating	Charlie's Excavating Inc.
Lump Sum Bid - Installation of Trenches	\$56,570.00	\$39,700.00	\$36,545.00	\$25,159.82
Estimated Completion Date	12/31/2016	10/15/2016	12/31/2016	7 working days

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 Charles Excavating Inc. hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Cedar Island Road Closed Landfill Soil Vapor Extraction System Trenches for the Sarpy County Division of Environmental Control 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 Cedar Island Road Closed Landfill Soil Vapor Extraction System Trenches for the Sarpy County Division of Environmental Control 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:

Division of Environmental Control
 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

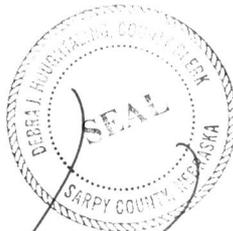
This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County 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: Charlie's Excavating Inc.
4224 So. 57th St.
Omaha, NE
68117.

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 2nd day of August, 2016.

(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:

[Signature]
Deputy County Attorney

Vendor: Charlie's Excavating Inc.
By: Charles E. Ewin
Title: President
Charles E. Ewin

COMPANY NAME: Charlie's Excavating Inc.

**Sarpy County, Nebraska
Cedar Island Road Closed Landfill Soil Vapor Extraction System Trenches
Bid Form**

The undersigned, having carefully examined the plans and specifications and contract documents prepared by Sarpy County and Thompson, Dreesen & Dorner, Inc., engineers for the construction of SARPY COUNTY CEDAR ISLAND ROAD CLOSED LANDFILL SOIL VAPOR EXTRACTION SYSTEM TRENCHES 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 excavate existing soils for trenches, backfill with road gravel, install 20-foot sections of 6 inch Schedule 40 PVC slotted screens, install extraction end of recovery screens, install monitoring end of recovery screens, backfill and cap trenches, construct concrete pads around well covers, stockpile excess excavated soils on site, surface clay trench caps, reseed disturbed grass areas, excavate concrete vault, remove concrete vault, backfill concrete vault with excavated soils from trenches.

Total Lump Sum Bid: \$ 25,159.⁸²

The undersigned hereby agrees to commence work after Notice to Proceed and to complete all work described by the estimated completion date of: 7W. Days after start.

Planned to start
no more than 30 days
after contract documents
completed.

Company Information:

Years in business: 19
of employees 3
Total sales last 3 years 1mil
1mil
1mil

References:

Company Name: Waldinger Corp
Address: 8802 S. 121st.
Contact Name: CHAD Phone Number: 402 339-2666
Fax Number: 402 339 5824 Date of Work Completion: ON GOING.
Email: CHAD.WESTPHALEN@WALDINGER.com.

Company Name: RDG
Address: 10360 Sapp Bros Drive.
Contact Name: Steve Phone Number: 402 894 2678
Fax Number: 402 894-9043 Date of Work Completion: ON GOING
Email: SCHACE@RDG.com.

Company Name: _____
Address: _____
Contact Name: _____ Phone Number: _____
Fax Number: _____ Date of Work Completion: _____
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 1 through 1 is hereby acknowledged.

If awarded the contract, our surety company will be Washington
International of IL.

Charlie's Excavating Inc. Charles E. Ewin.
Company Name Company Representative (Please Print)

Charles Ewin Pres. 402 339 6660
Authorized Signature, Title Telephone Number

4224 So. 57th St. 402 339 9175
Address Fax Number

Omaha, NE 68117 Charlie@CharliesExcavating.com.
City, State & Zip E-Mail Address

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

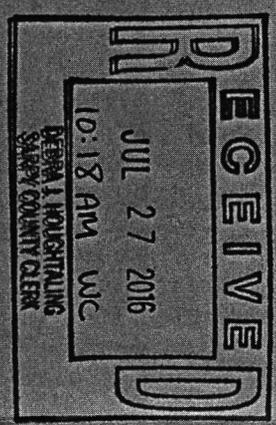
Charlie's Excavating, Inc.
"The Friendly Excavator"
4224 S. 57th St.
Omaha, NE 68117

Sealed Bid

"Cedar Island Road Closed
Lowfill Soil Vapor Extraction
System Trenches:

Bid date & time: 2:00pm

Thursday
July 28, 2016



Deb Houghtaling
Sarry G. Gork's Off.
1210 Golden Gate Dr.
Suite 1250
Papillion, NE.
68046