

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR TREE & SHRUB REMOVAL AT THE SARPY COUNTY 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 tree and shrub removal at the Sarpy County Landfill have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

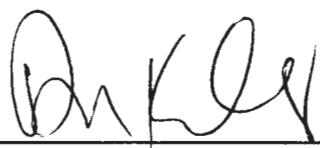
WHEREAS, based on those proceedings, this Board has duly deliberated and considered the bids received; and,

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 Tree & Shrub Removal at the Sarpy County Landfill in the amount of Thirty Seven Thousand Eight Hundred Dollars and No Cents (\$37,800.00) 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 13th day of December, 2016.



 Sarpy County Board Chairman

ATTEST:
SEAL



 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: Tree & Shrub Removal for the Sarpy County Landfill Bid Award

On December 8, 2016, three (3) bids were opened for the Tree & Shrub Removal for the Landfill. After reviewing the bids it is recommended it be awarded to the low bidder, Hughes Mulch Products for \$37,800.00. Sarpy County has utilized Hughes Mulch Products for previous work and they have provided good service.

Art Beccard and Rich Weber discussed the option of having the County's own workforce perform the tree and shrub removal and it was decided that Sarpy County does not have the appropriate equipment to remove the larger trees under power lines and would need to hire a tree service for that portion of the work. Attached is Art's recommendation memo.

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

December 8, 2016

Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Art Beccard



SARPY COUNTY

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

PUBLIC WORKS DEPARTMENT
15100 South 84th Street • Papillion, NE 68046-4627
Phone (402) 537-6900 • FAX (402) 537-6955 • www.sarpy.com

December 9, 2016

Ms. Beth Cunard
Sarpy County Purchasing Department
1210 Golden Gate Drive, Suite 1129
Papillion, NE 68046

RE: Sarpy County Landfill Building Demolition
File: Landfill (\\orion) (H:) abeccard/Miscellaneous Projects/2016 Landfill Site Tree
Removal/ 2016 12-08-16 Ltr to SC Purchasing Landfill Site Tree Removal Bid
Award Recommendation.docx

Ms. Cunard:

Three bids were received on December 8, 2016 for the Sarpy County Landfill Site Tree Removal project at the Sarpy County Sanitary Landfill site near Springfield. We have reviewed the bids and Hughes Mulch Products of Omaha, Nebraska submitted the low bid in the amount of \$37,800 with an estimated start date of December 19, 2016 and completion date of March 1, 2017. I have reviewed this bid and the scope of work with Rich Weber of Sarpy County Public Works as this type of work might be able to be completed with in-house personnel as time allows during the winter months. Rich determined that Sarpy County does not have the proper equipment to remove the larger trees under power lines and would need to hire a tree service anyway for that part of the work. We have concluded that the bid amount is very reasonable for the amount of work to be completed. The other two bids ranged from \$39,500 to \$119,000. Debby Peoples, Assistant Purchasing Agent, and I contacted Stacy Hughes via phone call and Mr. Hughes verified that he will honor his bid. Hughes Mulch Products is a qualified contractor for this type of work and we recommend that the contract be awarded at the next regularly scheduled Board Meeting. A tabulation of all bids received has been prepared by Sarpy County Purchasing Department and is not included with this letter.

If you have any questions, please contact me.

Respectfully submitted,

Arthur D. Beccard, P.E., BCEE
Manager of Environmental Services

Cc (via email): TD2 – Daren Konda – dkonda@td2co.com

Bid Tab
Tree Shrub Removal
for the Fairview Road Landfill

Bid Opening:
2:00 p.m., Thursday
December 8, 2016

	Sudbeck Homes	Hughes Mulch Products	Trex Services
Lump Sum Bid	\$39,500.00	\$37,800.00	\$119,000.00
Start Date	Immediately	12/19/2016	1/1/2017
Completion Date	3/1/2017	3/1/2017	2/28/2017

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 Hughes Muleh Pacht, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Sarpy County Landfill Site Tree Removal 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 Landfill Site Tree Removal 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: Hughes Mutch Products
3241 Keystone Dr
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 13th day of December, 2016

(Seal)

ATTEST:



Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate



Chairperson
Sarpy County Board of Commissioners

Vendor: Hughes Mutch Products
By: [Signature]
Title: President

Hoyles Muleh Products

Sarpy County Landfill
Trace Removal



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

COMPANY NAME: Hughes Mulch Products

**Sarpy County, Nebraska
Sarpy County Landfill Site Tree Removal
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 completion of SARPY COUNTY LANDFILL SITE TREE REMOVAL 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 the trees within the 20 acre parcel located in the NW portion of the site. In addition miscellaneous trees are proposed to be removed to allow for drainage improvements and to prepare the site for post closure.

Total Lump Sum Bid: \$ 37,800 -

Estimated Start Date: December 19

Estimated Completion Date: March 1

Company Information:

Years in business: 14
of employees 9
Total sales last 3 years 3. m. Million
2.5 million
2. million

References:

Company Name: MCL Construction
Address: _____
Contact Name: Justin Tusa Phone Number: 657-2976
Fax Number: _____ Date of Work Completion: 2015-2016
Email: _____

Company Name: Sarpy County - ART
Address: _____
Contact Name: _____ Phone Number: 253-2461
Fax Number: _____ Date of Work Completion: 2016
Email: _____

Company Name: Middle Grading
Address: _____
Contact Name: m.t.c. Phone Number: 677-2531
Fax Number: _____ Date of Work Completion: 2016
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 The Guarantee Company of North America of Michigan.

Hughes Mulch Products Stacy Hughes
Company Name Company Representative (Please Print)
[Signature] President 402-991-7900
Authorized Signature, Title Telephone Number

3211 Keystone Dr
Address Fax Number
Omaha NE 68134 stacy@hughesmulch.com
City, State & Zip E-Mail Address

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

SARPY COUNTY, NEBRASKA

REQUEST FOR PROPOSALS

Sarpy County Landfill Site Tree Removal

NON-MANDATORY PRE-BID MEETING:

9:00P.M., THURSDAY, DECEMBER 1, 2016

PROPOSALS DUE:

2:00 P.M., THURSDAY, DECEMBER 8, 2016

General Information

Notice to Vendors

Sarpy County is seeking proposals for tree removal and grinding of post closure procedures for the Sarpy County landfill in Springfield, Nebraska. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal.

A non-mandatory Pre-bid meeting will be held at the Sarpy County Fairview Road Landfill Office in Springfield, Nebraska on December 1, 2016 at 9:00 a.m. to clarify questions and to discuss site conditions and coordination items. The work location is on the property of the active landfill and contractors are not allowed site visits at other times.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Thursday, December 8, 2016. Bids shall be in a sealed envelope, clearly marked "Sealed Bid – Sarpy County Landfill Site Tree Removal" and shall have the name of the Vendor and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

Requests for information and clarification questions must be received by 12:00 p.m. on December 2, 2016 in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046, (402) 593-4476, bgarber@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

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

Bids not addressed and delivered to the above person will not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Administrative Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., Thursday, December 8, 2016.

All bids submitted shall be valid for a period of ninety (90) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B. Destination, freight prepaid, Sarpy County, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the

successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

Procedures for Evaluation and Awarding of Bid

Evaluation will be done by Beth Garber, Sarpy County Purchaser along with personnel from the Sarpy County Division of Environmental Control and Thompson Dreesen & Dorner (TD2). After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site www.sarpy.com. The Commissioners award the bid by majority vote.

The following factors will be used to consider the award of the bid, where applicable:

- a) Compliance with all requirements.
- b) Price.
- c) The ability, capability, and skills of the Vendor to perform.
- d) The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
- e) The quality of previous performance.
- f) Whether the Vendor can perform within the time specified.
- g) The previous and existing compliance of the supplier with laws.
- h) The life-cost of the personal property or services in relation to the purchase price and specified use.
- i) The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
- j) The energy efficiency ratio as stated by the supplier.
- k) The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
- l) Such other information as may be secured having a bearing on the decision.

Terms and Conditions

1. Information, Discussion and Disclosures

Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.

The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.

No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.

Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046 or bgarber@sarpy.com. **Requests must be received by 12:00 p.m., December 2, 2016 in order for Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

2. Addenda

All addenda will become part of this RFP and must be responded to by each Vendor.

All addenda must be acknowledged in writing in the bid submitted by the Vendor.

This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

3. Confidentiality of Documents

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any "proprietary, trade secret, or confidential commercial or financial" information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. **Pricing information is not considered financial information and therefore is not considered Confidential.** Please note: even if Vendor believes pricing information is confidential and includes it in a separate, sealed envelope, such information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, the Vendor will be required to fully defend, in all forums, Sarpy County's refusal to produce such information; otherwise, Sarpy County will make such information public, upon request.

4. Non-Discrimination Clause

Pursuant to Neb. Rev. Stat. §73-102, Vendor declares, promises, and warrants it has and will continue to comply fully with 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 2010), in that there shall be no discrimination against any employee 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.

5. Conflict of Interest Clause

Pursuant to Neb. Rev. Stat. §23-3113, the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects 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 any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

6. Payment Terms

The successful Vendor shall submit a monthly itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory completion of the work.

7. Supplemental Terms and Conditions/Modifications

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

8. Termination

Either party may terminate the Contract with ninety (90) days' written notice to the other.

9. Residency Verification

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:

The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

- a) 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.

- b) 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.

10. 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.

11. Insurance Requirements

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

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days' notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

Workers' 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.

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.

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.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section.

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

Insurance Company

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

Upon request by the County, the Vendor 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 Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

12. Assignment

The Vendor may not assign this Contract without the prior written consent of the County.

13. Subcontracting

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

14. Independent Contractor

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

15. Indemnity

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

16. Deviations

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

17. Exceptions

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

18. Company Information

Vendor will provide the following company information on the bid form:

- a. Years in business;
- b. Number of employees; and,
- c. Total sales for last three (3) years.

19. References

Each Vendor must include with its proposal a list of no less than three (3) current references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company along with the name, phone number, and email of a contact person for each company.

20. Tobacco Free Notice

The use of tobacco is not permitted within the facilities or on the property of leased and owned Sarpy County buildings at any time including, but not limited to lawns, sidewalks, parking lots and vehicles on authorized County business.

Technical Specifications

Technical Specifications prepared by Thompson Dreessen & Dorner (TD2) are provided in the following section of these contract documents.

1. Definition of Vendor

For purposes of the Sarpy County Landfill Site Tree Removal project the selected Vendor will also be referred to as the General Contractor.

2. Work by Others

Other site activities include ongoing governmental business and landfill / transfer station operation activities by Sarpy County. The Contractors shall cooperate with the Owner and other contractors on site to allow all work to proceed simultaneously.

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: Permission to Solicit Bids – Landfill Tree & Shrub Removal

On September 27, 2016, I will be requesting permission to solicit bids for the Landfill Property Various Tree and Shrub Removal Services (entire site) and Landfill Building Demolition and Tree Removal (20 acre site) for the Fairview Road Landfill. The County has been working with TD2 on the closure of the Landfill. Site clearing will be part of the process for the Landfill closure project. These will be bid as two separate projects.

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

September 23, 2016

Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Ross Richards
Paul Mimick
Daren Konda, TD2
Art Beccard, TD2

**SARPY COUNTY PURCHASING DEPARTMENT
BID REQUEST**

On **September 27, 2016**, permission will be requested to solicit bids for the **Landfill Property Various Tree and Shrub Removal Services for Sarpy County Landfill**. The Purchasing Department will ensure that the required legal notices are published, open the bids in the presence of the bidders or their representatives, review the bids, solicit input from any affected department, and make a written recommendation to the County Board.

This purchase has been included as a line item in the current fiscal budget.

YES XX NO

It is reasonably expected that the purchase of this item will not cause the department's total budget to be exceeded.

YES XX (Won't cause over-expenditure)
NO (May cause over-expenditure)


Budget comments:

Has been incorporated into the FY 2017 budget.

Justification for Purchase:

Upcoming closure of the Landfill

9/23/16
Date



Department Head

9/23/16
Date



Purchasing Agent/Purchaser

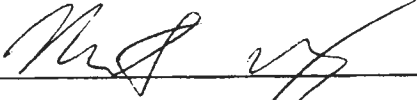
AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
 } SS.
County of Sarpy }

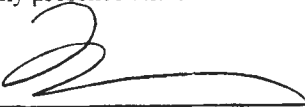
Being duly sworn, upon oath, Michael Harrington deposes and says that he is the Accounting Manager or Ron Petak deposes and says that he is the Executive Editor of the **Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor**, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion

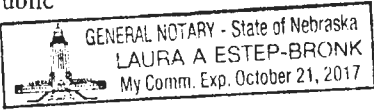
Wednesday, November 23, 2016 Bellevue Leader
 Gretna Breeze
 Papillion Times
 Springfield Monitor
Thereafter, Wednesday, November 30, 2016 Bellevue Leader
 Gretna Breeze
 Papillion Times
 Springfield Monitor

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.



Michael Harrington OR Ron Petak
Accounting Manager Executive Editor

Today's Date 11/30/16
Signed in my presence and sworn to before me:


Notary Public

GENERAL NOTARY - State of Nebraska
LAURA A ESTEP-BRONK
My Comm. Exp. October 21, 2017

Printer's Fee \$ 32.45
Customer Number: 40941
Order Number: 0001990852

Sarpy County, Nebraska
Landfill Property Various Tree and Shrub
Removal Services
For The
Fairview Road Landfill
Request for Proposals

Sarpy County, Nebraska is seeking proposals for various tree and shrub removal services for the Fairview Road Landfill. Bids will be accepted Monday through Friday 8:00 a.m. to 4:45 p.m., except holidays, until 2:00 p.m. Thursday, December 8, 2016. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Sarpy County Landfill Site Tree Removal" with the time and date of the bid opening. All bids must be sent to Deb Houghtaling, Sarpy County Clerk's Office, 1210 Golden Gate Drive, Suite 1250, Papillion, NE 68046. Bids will be publicly opened and read aloud at 2:00 p.m. Thursday, December 8, 2016, in the Sarpy County Administration Conference Room, at 1210 Golden Gate Drive, Papillion, NE 68046.

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046. Bidding criteria is also available on the internet at www.sarpy.com, or from Beth Garber, Purchaser, (402) 593-4476 voice, or bgarber@sarpy.com. Vendors that obtain specifications from the internet sites are responsible for obtaining any addendums that may be added at a later time.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

Deb Houghtaling
Sarpy County Clerk
1990852; 11/23, 11/30