ITEM DESCRIPTION

Award bid for Road Aggregate to Martin Marietta for crushed rock and Lyman Richey Corporation for gravel the amounts listed on the Bid Form for a term of November 24, 2019 through December 31, 2020.

SPEAKER

Beth Garber, Purchasing Agent

SUMMARY AND BACKGROUND

On November 6, 2019, two (2) bids were opened for Road Aggregate for the Public Works Department. After reviewing the bids, it is recommended that the bid for crushed rock be awarded to Martin Marietta and the bid for gravel be awarded to Lyman Richey. During Fiscal Year 2019, Public Works spent $968,932.44 with Martin Marietta, $161,822.38 of that total was flood related. Public Works spent $37,957.58 for 47B sand/gravel from Lyman Richey. Lyman Richey did not produce any gravel for surfacing last fiscal year. Below is a summary of the prices from Fiscal Year 2019 and 2020.

<table>
<thead>
<tr>
<th>Description</th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Course</td>
<td>--</td>
<td>$27.90</td>
<td>--</td>
</tr>
<tr>
<td>¾&quot; Crusher Run</td>
<td>$12.65</td>
<td>$13.95</td>
<td>10.28%</td>
</tr>
<tr>
<td>1 ½&quot; Crusher Run</td>
<td>$12.65</td>
<td>$13.95</td>
<td>10.28%</td>
</tr>
<tr>
<td>Gravel</td>
<td>--</td>
<td>$35.15</td>
<td>--</td>
</tr>
<tr>
<td>Gravel for Surfacing</td>
<td>$15.00</td>
<td>$26.00</td>
<td>73.33%</td>
</tr>
<tr>
<td>Sand &amp; Gravel</td>
<td>$5.80</td>
<td>$9.15</td>
<td>57.78%</td>
</tr>
</tbody>
</table>

STAFF RECOMMENDATION

Staff recommends approval.

FISCAL IMPACT

Fiscal Year

2020

Total County cost of project:

$845,067.64

Is Item in current year budget?

☒ Yes  ☐ No
Does this item commit the County to future expenses beyond this amount?
☐ Yes  ☐ No

Email Address(s):
  tyson.vogt@martinmarietta.com, lynn.baker@lymanrichey.com

ATTACHMENTS
  Resolution 2019-388 - Bid Awards Road Aggregate (1)
  Board Packet RA

Submitted by:  Beth Garber, Purchasing Agent
Resolution 2019-388
BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

Award Bids for Road Aggregate for the Public Works Department to Martin Marietta and Lyman Richey Corporation for the Term of November 24, 2019 through December 31, 2020

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 Road Aggregate for the Public Works Department for the County 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 quotes 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 bid from Martin Marietta for crushed rock at the rates set in the attached bid documents is accepted, ratified, and confirmed for the term of November 24, 2019 through December 31, 2020.

2. The bid from Lyman Richey Corporation for gravel at the rates set in the attached bid documents is accepted, ratified, and confirmed for the term of November 24, 2019 through December 31, 2020.

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 contracts and take any and all steps necessary or required in order to carry out the terms of such contracts 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 the applicable law on the 03 day of December 2019.

Attest:

Sarpy County Chairman
Sarpy County Clerk/Register of Deeds
<table>
<thead>
<tr>
<th>Event Number</th>
<th>2020-65 Addendum 2</th>
<th>Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Event Title</td>
<td>Road Aggregate</td>
<td>Sarpy County</td>
</tr>
<tr>
<td>Event Description</td>
<td></td>
<td>Purchasing</td>
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<tr>
<td>Event Type</td>
<td>RFP Public</td>
<td>Beth Garber</td>
</tr>
<tr>
<td>Issue Date</td>
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<td><a href="mailto:bgarber@sarpy.com">bgarber@sarpy.com</a></td>
</tr>
<tr>
<td>Close Date</td>
<td>11/6/2019 10:00:00 AM (CT)</td>
<td>(402) 593-4476</td>
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<table>
<thead>
<tr>
<th>Responding Supplier</th>
<th>City</th>
<th>State</th>
<th>Response Submitted</th>
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</thead>
<tbody>
<tr>
<td>Martin Marietta</td>
<td>Weeping Water</td>
<td>NE</td>
<td>11/6/2019 08:41:42 AM (CT)</td>
</tr>
<tr>
<td>Lyman-Richey Corporation</td>
<td>Omaha</td>
<td>NE</td>
<td>11/5/2019 01:18:51 PM (CT)</td>
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</table>

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.
1. **Crushed and Screened Rock for Base Course**

<table>
<thead>
<tr>
<th>Supplier</th>
<th>QTY</th>
<th>UOM</th>
<th>Estimated</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lyman-Richey Corporation</td>
<td>1</td>
<td>EA</td>
<td>No Bid</td>
<td>$27.90</td>
</tr>
<tr>
<td>Martin Marietta</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.1 **3/4" (Base) Crusher Run**

<table>
<thead>
<tr>
<th>Supplier</th>
<th>QTY</th>
<th>UOM</th>
<th>Estimated</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Marietta</td>
<td>1</td>
<td>Ton</td>
<td></td>
<td>$13.95</td>
</tr>
</tbody>
</table>

1.2 **1" (Base) Crusher Run**

<table>
<thead>
<tr>
<th>Supplier</th>
<th>QTY</th>
<th>UOM</th>
<th>Estimated</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Marietta</td>
<td>1</td>
<td>Ton</td>
<td>No Bid</td>
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</tr>
</tbody>
</table>

1.3 **1 1/2" (Base) Crusher Run**

<table>
<thead>
<tr>
<th>Supplier</th>
<th>QTY</th>
<th>UOM</th>
<th>Estimated</th>
<th>Price</th>
</tr>
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<tbody>
<tr>
<td>Martin Marietta</td>
<td>1</td>
<td>Ton</td>
<td></td>
<td>$13.95</td>
</tr>
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</table>

1.4 **3/4" Screened**

<table>
<thead>
<tr>
<th>Supplier</th>
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<th>UOM</th>
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<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Marietta</td>
<td>1</td>
<td>Ton</td>
<td>No Bid</td>
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2. **Gravel**

<table>
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<tr>
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<th>QTY</th>
<th>UOM</th>
<th>Estimated</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>Lyman-Richey Corporation</td>
<td>1</td>
<td>EA</td>
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<td>$35.15</td>
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2.1 **Gravel for Surfacing**

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<th>QTY</th>
<th>UOM</th>
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<tr>
<td>Martin Marietta</td>
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<td>Ton</td>
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<td>Lyman-Richey Corporation</td>
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<td>Ton</td>
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<td>$26.00</td>
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2.2 **47B Sand and Gravel Mix**

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<td>Att #</td>
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<td>Attribute Note</td>
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<td>-----------------------------------------------------</td>
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<tr>
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<td>Acknowledgments</td>
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<td>Company Information</td>
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<td>Company Information - Years in Business</td>
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<td>137 years</td>
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<td>Header 7</td>
<td>7</td>
<td>Company Information - Number of Employees</td>
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<td>References</td>
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<td>Header 11</td>
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<td>n/a</td>
<td>Dodge County</td>
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<td>Reference #1 - Contact Name</td>
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<td>Scott Huppert</td>
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<td>Reference #1 - Email</td>
<td><a href="mailto:tyson.vogt@martinmarietta.com">tyson.vogt@martinmarietta.com</a></td>
<td><a href="mailto:dodgecoroads@hotmail.com">dodgecoroads@hotmail.com</a></td>
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<td>Header 14</td>
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<td>(000) 000-0000</td>
<td>(402) 727-2722</td>
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<td>Header 16</td>
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<td>Reference #2 - Company Name</td>
<td>n/a</td>
<td>Cass County</td>
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<tr>
<td>Header 17</td>
<td>17</td>
<td>Reference #2 - Contact Name</td>
<td>n/a</td>
<td>Lenny Thorne</td>
</tr>
<tr>
<td>Header 18</td>
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<td>Reference #2 - Email</td>
<td><a href="mailto:tyson.vogt@martinmarietta.com">tyson.vogt@martinmarietta.com</a></td>
<td><a href="mailto:roads@cassne.org">roads@cassne.org</a></td>
</tr>
<tr>
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<td>Reference #2 - Phone Number</td>
<td>(000) 000-0000</td>
<td>(402) 296-9353</td>
</tr>
<tr>
<td>Header 20</td>
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<td></td>
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<td>Header 21</td>
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<td>Reference #3 - Company Name</td>
<td>n/a</td>
<td>Washington County</td>
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<tr>
<td>Header 22</td>
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<td>Reference #3 - Contact Name</td>
<td>n/a</td>
<td>Bill Hansel</td>
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<td>Header 23</td>
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<td>Reference #3 - Email</td>
<td><a href="mailto:tyson.vogt@martinmarietta.com">tyson.vogt@martinmarietta.com</a></td>
<td><a href="mailto:washcohwysupt@yahoo.com">washcohwysupt@yahoo.com</a></td>
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<tr>
<td>Header 24</td>
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<td>(000) 000-0000</td>
<td>(402) 426-6844</td>
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<tr>
<td>Responding Supplier</td>
<td>Signature Full Name</td>
<td>Signature Email</td>
<td></td>
<td></td>
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<tr>
<td>--------------------------------</td>
<td>---------------------</td>
<td>----------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Martin Marietta</td>
<td>Tyson Vogt</td>
<td><a href="mailto:tyson.vogt@martinmarietta.com">tyson.vogt@martinmarietta.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lyman-Richey Corporation</td>
<td>Lynn Baker</td>
<td><a href="mailto:lynn.baker@lymanrichey.com">lynn.baker@lymanrichey.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 Martin Marietta, hereinafter “Vendor”.

WHEREAS, County is desirous of contracting for Road Aggregate for the Public Works 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 Road Aggregate 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:

Public Works Department
15100 S. 84th Street
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: Martin Marietta
2651 Hwy 50
Weeping Water, NE 68463
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this _____ day of ____________________, 2019.

(Seal)  
COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

ATTEST:

________________________________  __________________________________
Sarpy County Clerk  Chairperson  
Sarpy County Board of Commissioners

Vendor: __________________________  
By: ______________________________  
Title: ______________________________
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 Lyman Richey Corporation, hereinafter “Vendor”.

WHEREAS, County is desirous of contracting for Road Aggregate for the Public Works 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 Road Aggregate 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.

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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:

Public Works Department
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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.

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County: Ms. Debra Houghtaling  
Clerk of Sarpy County  
1210 Golden Gate Drive, Suite 1250  
Papillion, NE 68046

Vendor: Lyman Richey Corporation  
2625 S 158th Plaza  
Omaha, NE 68130
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this _____ day of __________________, 2019.

(Seal)  
COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

ATTEST:

________________________________  __________________________________
Sarpy County Clerk  
Chairperson  
Sarpy County Board of Commissioners

Vendor: ____________________________  
By: ________________________________

Title: ______________________________
2020-65 Addendum 2
Lyman-Richey Corporation
Supplier Response

Event Information
Number: 2020-65 Addendum 2
Title: Road Aggregate
Type: Sealed Bid - Public
Issue Date: 10/11/2019
Deadline: 11/6/2019 10:00 AM (CT)

Contact Information
Contact: Beth Garber Purchaser
Address: 1210 Golden Gate Dr.
Papillion, NE 68046
Phone: (402) 593-4476
Email: bgarber@sarpy.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.

Lynn Baker
lynn.baker@lymanrichey.com
Submitted at 11/5/2019 1:18:51 PM

Bid Attributes

1 Acknowledgments

2 Standard Terms and Conditions
   I acknowledge reading and understanding the Standard Terms and Conditions.
   Acknowledged

3 Sample Contract
   I acknowledge reading and understanding the sample contract.
   Acknowledged

4 Specifications
   I acknowledge reading and understanding the specifications.
   Acknowledged

5 Company Information

6 Company Information - Years in Business
   137 years

7 Company Information - Number of Employees
   92

8 Company Information - Total Sales for the Last Three (3) Years
   1

9 References

10 Reference #1
<table>
<thead>
<tr>
<th>Reference #1 - Company Name</th>
<th>Dodge County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference #1 - Contact Name</td>
<td>Scott Huppert</td>
</tr>
<tr>
<td>Reference #1 - Email</td>
<td><a href="mailto:dodgecoroads@hotmail.com">dodgecoroads@hotmail.com</a></td>
</tr>
<tr>
<td>Reference #1 - Phone Number</td>
<td>(402) 727-2722</td>
</tr>
</tbody>
</table>

| Reference #2 - Company Name | Cass County |
| Reference #2 - Contact Name | Lenny Thorne |
| Reference #2 - Email        | roads@cassne.org |
| Reference #2 - Phone Number | (402) 296-9353 |

| Reference #3 - Company Name | Washington County |
| Reference #3 - Contact Name | Bill Hansel |
| Reference #3 - Email        | washcohwysupt@yahoo.com |
| Reference #3 - Phone Number | (402) 426-6844 |

**Bid Lines**

<table>
<thead>
<tr>
<th>Package Header</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crushed and Screened Rock for Base Course</td>
</tr>
<tr>
<td>Quantity: 1 UOM: EA</td>
</tr>
</tbody>
</table>

No Bid
## Package Items

1.1 3/4" (Base) Crusher Run
   - Quantity: 1 UOM: Ton
   - Price: $26.00 Total: $26.00
   - No Bid

1.2 1" (Base) Crusher Run
   - Quantity: 1 UOM: Ton
   - Price: $26.00 Total: $26.00
   - No Bid

1.3 1 1/2" (Base) Crusher Run
   - Quantity: 1 UOM: Ton
   - Price: $9.15 Total: $9.15
   - No Bid

1.4 3/4" Screened
   - Quantity: 1 UOM: Ton
   - Price: $9.15 Total: $9.15
   - No Bid

## Package Header

Gravel
   - Quantity: 1 UOM: EA
   - Total: $35.15

## Package Items

2.1 Gravel for Surfacing
   - Quantity: 1 UOM: Ton
   - Price: $26.00 Total: $26.00

2.2 47B Sand and Gravel Mix
   - Quantity: 1 UOM: Ton
   - Price: $9.15 Total: $9.15

Response Total: $0.00
2020-65 Addendum 2  
Martin Marietta  
Supplier Response

Event Information
Number: 2020-65 Addendum 2  
Title: Road Aggregate  
Type: Sealed Bid - Public  
Issue Date: 10/11/2019  
Deadline: 11/6/2019 10:00 AM (CT)

Contact Information
Contact: Beth Garber Purchaser  
Address: 1210 Golden Gate Dr.  
Papillion, NE 68046  
Phone: (402) 593-4476  
Email: bgarber@sarpy.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.

Tyson Vogt
tyson.vogt@martinmarietta.com
Submitted at 11/6/2019 8:41:42 AM

Bid Attributes

1 Acknowledgments

2 Standard Terms and Conditions
I acknowledge reading and understanding the Standard Terms and Conditions.
[Acknowledged]

3 Sample Contract
I acknowledge reading and understanding the sample contract.
[Acknowledged]

4 Specifications
I acknowledge reading and understanding the specifications.
[Acknowledged]

5 Company Information

6 Company Information - Years in Business
n/a

7 Company Information - Number of Employees
n/a

8 Company Information - Total Sales for the Last Three (3) Years
n/a

9 References

10 Reference #1

11 Reference #1 - Company Name
n/a
Reference #1 - Contact Name
n/a

Reference #1 - Email
tyson.vogt@martinmarietta.com

Reference #1 - Phone Number
(000) 000-0000

Reference #2

Reference #2 - Company Name
n/a

Reference #2 - Contact Name
n/a

Reference #2 - Email
tyson.vogt@martinmarietta.com

Reference #2 - Phone Number
(000) 000-0000

Reference #3

Reference #3 - Company Name
n/a

Reference #3 - Contact Name
n/a

Reference #3 - Email
tyson.vogt@martinmarietta.com

Reference #3 - Phone Number
(000) 000-0000

Bid Lines

Package Header
Crushed and Screened Rock for Base Course
Quantity: 1  UOM: EA  Total: $27.90
### Package Items

1. **3/4" (Base) Crusher Run**
   - Quantity: 1
   - UOM: Ton
   - Price: $13.95
   - Total: $13.95

2. **1" (Base) Crusher Run**
   - Quantity: 1
   - UOM: Ton
   - No Bid

3. **1 1/2" (Base) Crusher Run**
   - Quantity: 1
   - UOM: Ton
   - Price: $13.95
   - Total: $13.95

4. **3/4" Screened**
   - Quantity: 1
   - UOM: Ton
   - No Bid

---

### Package Header

Gravel
- Quantity: 1
- UOM: EA
- Total: No response

---

### Package Items

1. **Gravel for Surfacing**
   - Quantity: 1
   - UOM: Ton
   - No Bid

2. **47B Sand and Gravel Mix**
   - Quantity: 1
   - UOM: Ton
   - No Bid

---

**Response Total:** $0.00
SARPY COUNTY, NEBRASKA

REQUEST FOR PROPOSALS

Road Aggregate
For the
Public Works Department

PROPOSALS DUE:
10:00 a.m., October 29, 2019
General Information

Notice to Vendors

Official bidding criteria must be obtained through the online procurement system. Vendors that obtain specifications from any other internet site are responsible for obtaining any addenda that may be added at a later time.

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 Purchasing Office at the time and date listed in the Bid Information.

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 other departments. 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 through the online bid system or by email to Beth Garber, bgarber@sarpy.com. Sarpy County prefers all questions be submitted through the electronic bidding program. Requests must be received by date and time listed in the bid information 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 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 as such, this 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., 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

Unless otherwise stated within the bid, 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 delivery and installation.

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. Term

The Contract will be for the period of one (1) year commencing on November 24, 2019 through November 23, 2020 with two (2), one (1) year options. The cost for the option years will be provided in writing to the County sixty (60) days prior to the expiration date of the current contract year. Any cost changes for the option years is the responsibility of the Vendor. If Sarpy County does not receive any notification of price changes, the prices are to remain the same.

9. Renewal

The Contract shall automatically renew for each option year unless the County notifies Vendor in writing thirty (30) days prior to expiration of current contract period of the intent not to renew.

10. Termination

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

11. 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.
12. Employee Classification Act

Each contractor who performs construction or delivery service pursuant to the contract hereby attests that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a Federal I-9 Immigration Form and has such form on file for each employee performing services, (3) such contractor has complied with Nebraska State Statute 4-114, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the State of Nebraska or any political subdivision pursuant to Nebraska State Statute 48-2907 or 48-2912. Contractor shall follow the provisions of the Employee Classification Act. A violation of the act by such contractor is grounds for rescission of the contract by the County.

13. 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.

14. Assignment

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

15. 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.

16. Background Checks

At Sarpy County's discretion, any subcontractor performing work on County property may be processed through a background check completed by the Sarpy County Sheriff’s Office. The background check will be at no charge to the vendor and coordinated through Purchasing or the ordering department. Contractor employees may be restricted or denied from work associated with this agreement on Sarpy County’s sole and absolute discretion.

17. 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.
18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

Technical Specifications

Sarpy County is seeking proposals for Road Aggregate for the Public Works Department. The successful Vendor will enter into a contract for a period of one (1) year commencing on November 24, 2019 through November 23, 2020, with two (2) one (1) year option periods. Sarpy County reserves the right to award the Contract to more than one Vendor.

1. All bid prices shall be FOB origin (at your plant site). Sarpy County will haul the aggregate to our sites as needed and will determine the best bid based on aggregate price and the hauling distance to our sites.

2. Sarpy County is seeking the following aggregate:
### Description

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crushed and Screened Rock for Base Course</td>
</tr>
<tr>
<td>1. ¾” (Base) Crusher Run</td>
</tr>
<tr>
<td>2. 1” (Base) Crusher Run</td>
</tr>
<tr>
<td>3. 1 ½” (Base) Crusher Run</td>
</tr>
<tr>
<td>4. ¾” Screened</td>
</tr>
<tr>
<td>Gravel</td>
</tr>
<tr>
<td>1. Gravel for Surfacing</td>
</tr>
<tr>
<td>2. 47B Sand and Gravel Mix</td>
</tr>
</tbody>
</table>

Sarpy County is making no representations as to the amount of aggregate that will be purchased from any particular bidder.

### Sarpy County Aggregate Specifications

1. Aggregate shall meet or exceed Sarpy County Public Works Specifications.


**NOTE:** Sarpy County reserves the right to randomly test samples for quality. Sarpy County will pay test fees for this random testing.

### Surfacing Aggregates

1. Gravel aggregate for surfacing shall have a Los Angeles Abrasion loss percentage of not more than 40.

2. Gravel aggregate for surfacing shall have a soundness loss of not more than 12 percent by weight at the end of 5 cycles using sodium sulfate solution.

3. Aggregate shall meet requirements in table 1033.07 or 1033.08, as applicable.

### Table 1033.07
Gravel Surfacing Gradation Limits

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
<th>Target Value</th>
<th>Tolerance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1”</td>
<td>100</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>No. 4</td>
<td>73</td>
<td>+/-17</td>
<td></td>
</tr>
<tr>
<td>No. 10</td>
<td>16</td>
<td>*</td>
<td></td>
</tr>
<tr>
<td>No. 50</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>No. 200</td>
<td>3</td>
<td>+/-3</td>
<td></td>
</tr>
</tbody>
</table>
Crushed Rock

1. Crushed rock for surfacing shall consist of clean, hard particles of crushed limestone, quartzite or dolomite.

2. Crushed rock for surfacing shall have a Los Angeles Abrasion loss percentage of not more than 45.

3. Crushed rock for surfacing shall have a percent loss of not more than 30 at the end of 16 cycles of the freezing and thawing test.

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
<th>Target Value</th>
<th>Tolerance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1”</td>
<td>100</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>No. 4</td>
<td>40</td>
<td>+/-20</td>
<td></td>
</tr>
<tr>
<td>No. 10</td>
<td>15</td>
<td>+/-15</td>
<td></td>
</tr>
<tr>
<td>No. 50</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>No. 200</td>
<td>5</td>
<td>+/-5</td>
<td></td>
</tr>
</tbody>
</table>

Base Course

1. Base course aggregate shall be crushed rock or broken stone or a mixture of those materials composed of clean, hard, durable and uncoated particles.

2. Crushed rock shall be crushed limestone, dolomite, granite, quartzite or other ledge rock approved for the intended purpose by the NDR Materials and tests engineer.

3. Dolomite as herein defined is a magnesium limestone containing calcium carbonate and magnesium carbonate in approximately a 4 to 3 ratio.

4. All sizes of crushed rock for base course shall be produced from the same type of material. The chemical and physical characteristics of the fraction passing the No. 4 sieve shall be substantially the same as those of the material which may be produced in the laboratory from the fraction which is trained on the No. 4 sieve.

5. Crushed rock for base course shall not contain shale, clay lumps or other deleterious substances in the quantity to exceed a total of 2.5 percent based on the dry mass of the fraction retained on the No. 4 sieve.

6. Crushed rock for base course shall be free from injurious quantities of dust, soft or flaky particles, loans, alkali, organic matter, paper, wood or other deleterious material.

7. The Los Angeles Abrasion loss percentage shall not exceed 45.
8. Crushed rock for base course shall have a percentage loss of not more than 14 at the end of 16 cycles of the freezing and thawing test.

9. The absorption of crushed rock for a base course shall not exceed 5.0 percent by weight.

10. The product of the plasticity index (using wet preparation AASHTO T 146) of the fraction of the crushed rock for base course passing the No. 40 sieve and the percent of the crushed rock passing the No. 200 sieve shall not exceed 48. When the fraction of the crushed rock for a base course passing the No. 200 sieve does not exceed 4 percent, the plasticity index will not be determined and the product of the plasticity index and the percent passing the No. 200 sieve will not be a requirement for such material.

11. The plasticity index (using dry preparation NDR T 87) of the crushed rock screening passing the No. 40 sieve shall not exceed 4.

12. Crushed rock shall meet graduation requirements in Table 1033.09.

<table>
<thead>
<tr>
<th>Table 1033.09 Crushed Rock</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crushed Rock for Base Course</td>
</tr>
<tr>
<td>Percent Passing</td>
</tr>
<tr>
<td>Sieve Size</td>
</tr>
<tr>
<td>1 ½”</td>
</tr>
<tr>
<td>¾”</td>
</tr>
<tr>
<td>3/8”</td>
</tr>
<tr>
<td>No. 4</td>
</tr>
<tr>
<td>No. 10</td>
</tr>
<tr>
<td>No. 20</td>
</tr>
<tr>
<td>No. 200</td>
</tr>
</tbody>
</table>
EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. __________________________________________________________________________

2. __________________________________________________________________________

3. __________________________________________________________________________

4. __________________________________________________________________________

5. __________________________________________________________________________

6. __________________________________________________________________________

7. __________________________________________________________________________

8. __________________________________________________________________________

9. __________________________________________________________________________

10. __________________________________________________________________________
Sarpy County, Nebraska
Road Aggregate
Bid Form

<table>
<thead>
<tr>
<th>Description</th>
<th>Product Code</th>
<th>Plant Location</th>
<th>Price per Ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crushed and Screened Rock for Base Course</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. ¾” (Base) Crusher Run</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>2. 1” (Base) Crusher Run</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>3. 1 ½” (Base) Crusher Run</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>4. ¾” Screened</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Gravel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Gravel for Surfacing</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>2. 47B Sand and Gravel Mix</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

*Prices are to be F.O.B. – Origin (plant location)

Company Information

Years in business: _____________________________

# of employees: _____________________________

Total sales last 3 years: _____________________________

References

Company Name: _______________________________________________________________________
Address: ___________________________________________________________________________
Contact Name: ___________________ Phone Number: _____________________________
Date of Purchase: _______________ Email: _____________________________

Company Name: _______________________________________________________________________
Address: ___________________________________________________________________________
Contact Name: ___________________ Phone Number: _____________________________
Date of Purchase: _______________ Email: _____________________________

Company Name: _______________________________________________________________________
Address: ___________________________________________________________________________
Contact Name: ___________________ Phone Number: _____________________________
Date of Purchase: _______________ Email: _____________________________
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 ___________________
Addendum #2 ___________________

__________________________  _____________________________
Company Name              Company Representative (Please print)

__________________________  _____________________________
Authorized Signature       Telephone Number

__________________________  _____________________________
Address                    Fax Number

__________________________  _____________________________
City, State & Zip          E-Mail Address

*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.
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 ____________________, hereinafter “Vendor”.

WHEREAS, County is desirous of contracting for Road Aggregate for the Public Works 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 Road Aggregate 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:

Public Works Department
15100 S. 84th Street
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: _____________________________
_____________________________
_____________________________
_____________________________
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this _____ day of ___________________, 2019.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

________________________________   ____________________________
Sarpy County Clerk                  Chairperson
                             Sarpy County Board of Commissioners

Vendor: __________________________
By: _____________________________
Title: ___________________________
Addendum #1

Road Aggregate
For the
Sarpy County Public Works Department

Clarification #1: The bid close date has been revised to November 6, 2019 at 10:00 a.m. in the Sarpy County Administration Building.

Clarification #2: The contract term shall be modified for a period commencing November 24, 2019 through December 31, 2019.

All other terms and conditions remain unchanged.
Addendum #2

Road Aggregate
For the
Sarpy County Public Works Department

Clarification #1: The contract term shall be modified for a period commencing November 24, 2019 through December 31, 2020.

All other terms and conditions remain unchanged.