

12/000490

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR JAIL WATER HEATER REPLACEMENT PROJECT
FOR THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), 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 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for the Jail water heater replacement project purchase 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 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:

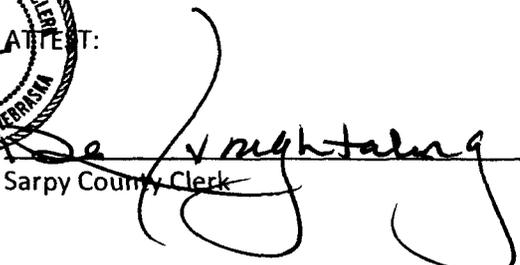
- (1) The lowest responsible bid of J&R Mechanical Contractors, Inc. for Jail Water Heater Replacement Project in the amount of One Hundred Ten Thousand Three Hundred Dollars and No Cents (\$110,300.00) is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby 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 28th day of February, 2012.



Sarpy County Board Chairman





Sarpy County Clerk

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 J&R Mechanical Contractors, Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Jail Water Heater Replacement Project for the Sarpy County Facilities Management Department; and,

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

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

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Energy Management System in conformity with each and every term, condition, specification, and requirement 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:

Sarpy County Purchasing
Beth Cunard
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.
- G. Vendor agrees to comply with the below federal provisions, as described in the Specifications.

Sarpy County has provided assurance that the County will comply with the provisions of the Davis Bacon Act and that workers on projects funded directly by or assisted in whole or part by Federal funds will be paid wages at rates not less than those prevailing on projects of similar character in accordance with subchapter IV of Chapter 31 of Title 40, United States Code.

Vendor must comply with Davis Bacon prevailing wage requirements and related Acts, Buy American provisions along with any other applicable Federal Provision associated with the American Recovery and Reinvestment Act of 2009.

Notice of American-Made Equipment & Products:

Vendor must comply with all Buy American provisions. This section is intended as a summary only.

In accordance to the American Recovery and Reinvestment Act of 2009 (May 2009), to the greatest extent practical, the Vendor shall use American-made iron, steel, and manufactured goods. Vendor shall abide by all Buy American provisions for iron, steel, and manufactured goods and shall provide to County a certification stating that Vendor's proposal does comply with Buy American provisions unless an exception is granted as set forth below.

A manufactured good is defined as a good brought to the site for incorporation into the building or work that has been (i) processed into a specific form and shape; or (ii) combined with other raw material to create a material that has different properties than the properties of the individual raw material.

An exception to this provision may be taken if the following conditions are both met and proved:

- a. The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25%.
- b. The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- c. The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

Exceptions to American-Made:

Any Vendor requesting to use foreign iron, steel, and/or manufactured goods in accordance with exceptions specified must include documentation of adequate information for Federal Government evaluation of the request. The request must be included with the submission of the Bid Form. This request must include:

- a. A description of the foreign and domestic iron, steel, and/or manufactured goods

- b. Unit of measure
- c. Quantity
- d. Cost
- e. Time of delivery or availability
- f. Location of the project
- g. Name and address of the proposed supplier; and
- h. A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance to this Specification.

A request based on unreasonable cost shall include a reasonable survey of the market and a complete cost comparison table in the format listed in Exhibit B. If there are no exceptions to the Buy American Act, Vendor shall sign the Buy American Certification in Exhibit C. Exhibit B and Exhibit C shall be submitted with Bid Form.

The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the site and any applicable duty.

Any Vendor request for a determination after project completion shall explain why the Vendor could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated.

Davis Bacon Act:

Vendor must comply with all Davis Bacon prevailing wage requirements and related Acts. This section is intended as a summary only.

All laborers and mechanics employed or working upon the site of work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached as Exhibit "C" regardless of any contractual relationship which may be alleged to exist between the Vendor and such laborers and mechanics. Any wage determination incorporated for a secondary site of work

shall be effective from the first day on which work under the award was performed at the site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the Vendor or any subcontractor that are transporting portions of the work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

The wage determination (including any additional classifications and wage rates conformed under the Davis Bacon poster (WH-1321) shall be posted at all times by the Vendor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Payrolls and basic records relating to Davis Bacon shall be maintained by the Vendor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of work. Such records shall contain the name, address, and social security number of each such worker, his/her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in the Davis Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

1. Required Davis Bacon Documentation:

The Vendor shall submit weekly for each week in which any award work is performed a copy of all payrolls to:

Beth Cunard
Sarpy County Purchasing
1210 Golden Gate Drive
Papillion, Nebraska 68046

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under this section and Davis Bacon. This information may be submitted in any form desired.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the Vendor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the award and shall certify:

- a. That the payroll for the payroll period contains the information required to be maintained under Davis Bacon, as described in this Section and

that such information is correct and complete.

- b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the job during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3.
- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the award.

Weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by the Davis Bacon Act.

The falsification of any of the certifications may subject the Vendor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

The Vendor or subcontractors shall make the records required under Davis Bacon available for inspection, copying, or transcription by an authorized representative of Sarpy County and the Department of Labor. The Vendor or subcontractor shall permit an authorized representative of Sarpy County or the Department of Labor to interview employees during working hours on the job. If the Vendor or subcontractor fails to submit required records or to make them available, Sarpy County may, after written notice to the Vendor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

2. Withholding of Funds:

Sarpy County shall, upon his/her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Vendor under this award or any other Federal award with the same Vendor, or any other federally assisted award subject to Davis Bacon prevailing wage requirements, which is held by the same Vendor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the award. Sarpy

County may, after written notice to the Vendor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Apprentices and Trainees:

Apprentices

An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed:

- a. Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS, or
- b. In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Vendor as to the entire work force under the registered program.

Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a Vendor is performing construction on a project in a locality other than that which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Vendor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as percentage of the journeyman hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of

the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Vendor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Trainees

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices.

In the event OATELS withdraws approval of a training program, the Vendor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Equal Employment Opportunity

The utilization of apprentices, trainees and journeymen under Davis Bacon shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

4. Compliance with Copeland Act Requirements:

The Vendor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference.

5. Subcontracts (Labor Standards):

Definition: "Construction, alteration or repair", as used in this section means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation:

- a. Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site.
- b. Painting and decorating.
- c. Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.
- d. Transportation of materials and supplies between the site of the work within the meaning of the Davis Bacon Act, which is part of the "site of the work" definition in Davis Bacon Act article, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of the "site of work" definition.
- e. Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is construction, which is part of the "site of the work" definition in the Davis Bacon Act article, and the physical place or places where the building or work will remain of the Davis Bacon Act article, in the "site of the work" definition.

6. Compliance with Davis Bacon and Related Act Regulations:

All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR Parts 1, 2, and 5 are hereby incorporated by reference in this award.

7. Disputes Concerning Labor Standards:

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes and Appeals as defined in 10 CFR 600.22. Disputes within the meaning

of this article include disputes between the Vendor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

8. Contract Termination - Debarment:

A breach of the award articles entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the whole award or in part for the Recovery Act covered work only, and for debarment as a Vendor and subcontractor as provided in 29 CFR 5.12.

9. Certification of Eligibility:

By entering into this award, the Vendor certifies that neither it (or he/she) nor any person or firm who has an interest in the Vendor's firm is a person or firm ineligible to be awarded Government awards by virtue of the Davis Bacon Act or 29 CFR 5.12(a)(1)

No part of this award shall be subcontracted to any person or firm ineligible for award of a Government award by virtue of the Davis Bacon Act of 29 CFR 5.12(a)(1).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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.

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.

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
Papillion, NE 68046

Vendor: J&R Mechanical Contractors, Inc.
1233 Royal Drive
Papillion, NE 68046

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 28th day of

February, 2012.

(Seal)



ATTEST:

Debra J. Houghtaling
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

[Signature] 2-28-2012
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

[Signature]
Deputy County Attorney

Vendor: Joe Mechanical

By: Tim Shurtis

Title: President

Attest:

Witness



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/09/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER New Frontier Insurance Agency 510 N 14th St. Ft. Calhoun NE 68023	CONTACT NAME: NEW FRONTIER INSURANCE AGENCY PHONE (A/C. No. Ext.): 402-468-4544 FAX (A/C. No.): 402-468-5133 E-MAIL ADDRESS: _____ _____ INSURER(S) AFFORDING COVERAGE NAIC # _____ INSURER A: IOWA MUTUAL GROUP INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED J & R MECHANICAL CONTRACTORS, INC TIM & RANDY SHURTS 1233 ROYAL DR PAPIILLION NE 68046	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	A02660GL	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 Fire Damage \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO JECT LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	N	N	A02666OBA	01/01/2012	01/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE	N	N	A02666OUC	01/01/2012	01/01/2013	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$
	DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	A026660WC	01/01/2012	01/01/2013	WC STATUTORY LIMITS \$ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CANCELLATION

SARPY COUNTY JAIL 1208 GOLDEN GATE DR PAPIILLION NE 68046	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-----------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

From: Beth Cunard

Re: Jail Water Heater Replacement

On February 16, 2012, seven (7) bids were opened for the Jail Water Heater Replacement Project for the Facilities Management Department. The low bidder, Waldinger, withdrew their bid due to a bidding error. Upon further review it has been determined that J&R Mechanical is the lowest responsible bidder. The Purchasing Department contacted J&R Mechanical's references and all came back positive.

The project will utilize both Energy Efficiency and Conservation Block Grant (EECBG) funding along with being budgeted within the General Fund. It is recommended the bid be awarded to J&R Mechanical for the Base Bid with Alternate M-1. The Alternate will add a water softener to the jail water system.

This has been placed on the February 28, 2012 Board agenda for recommended approval. Should you have any questions, please feel free to contact me at bcunard@sarpy.com.

February 22, 2012

Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Ross Richards
Capt. London

Bid Tab
Jail Water Heater Replacement Project

2:00 p.m., Thursday
February 16, 2012

	The Waldinger Corp.	Vico Mechanical, Inc.	Hayes Mechanical	Prairie Mechanical Corp.	Eyman Plumbing, Inc.	Ray Martin Co.	J & R Mechanical
Lump Sum Base Bid	\$64,085.00	\$136,740.00	\$84,100.00	\$110,000.00	\$125,442.00	\$98,260.00	\$94,850.00
Base Bid with Alternate M-1	\$88,428.00	\$152,740.00	\$109,400*	\$125,000.00	\$153,189.00	\$116,020.00	\$110,300.00
*Proformance Bond adds \$1,312.80 making total \$110,712.80							

COMPANY NAME: J&R Mechanical

Sarpy County, Nebraska

Bid Form

Lump Sum Base Bid: \$ 94,850⁰⁰

Base Bid with Alternate M-1: \$ 15,450⁰⁰

*Prices are to be F.O.B. - 1208 Golden Gate Drive, Papillion, NE 68046

INSTALLATION DATE: COMPLETION 60 DAYS FROM RELEASE OF WATER HEATERS

Company Information:

Years in business: 27 years

of employees 17

Total sales last 3 years

<u>2,000,000</u>	<u>2009</u>
<u>2,600,000</u>	<u>2010</u>
<u>3,000,000</u>	<u>2011</u>

References:

Company Name: Creighton University

Address: 723 N 18th St. Omaha, NE 68178

Contact Name: Joe Estes

Phone Number: 402-510-1976 Fax Number: 402-208-5506

Date of Purchase: July 2011 Email: jestes@creighton.edu

Company Name: Midwest Cancer Center
Address: 17201 Wright St., Omaha, NE 68130
Contact Name: Larry Park
Phone Number: 402-334-9773 Fax Number: 402-330-7463
Date of Purchase: February, 2012 Email: lpark@nebrakacancer.com

Company Name: Zio's Pizza
Address: 7834 Dodge St, Omaha, NE 68
Contact Name: Amy
Phone Number: 402-212-7369 Fax Number: 402-398-9158
Date of Purchase: February 2012 Email: ziospizza@ymail.com

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 REC'D DATED 2-13-2012
Addendum #2 _____

Attachments: Literature/Cut-sheets
Warranty Information

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

Describe direct experiences with the Davis Bacon Act and Buy American:

Large amount of work at Offutt
Large amount of work at V.A. Hospitals at Grand Island, Lincoln, Omaha

Does your Bid meet Buy American Requirements:

Yes

Does your Bid meet Davis Bacon Requirements:

Yes

Company Information:

Full Legal Name:

J+R Mechanical Contractors Inc.

Congressional District:

2

Years in business:

27 years

of employees

17

Total sales last 3 years

<u>2,000,000</u>	<u>2009</u>
<u>2,600,000</u>	<u>2010</u>
<u>3,000,000</u>	<u>2011</u>

DUNS #/Tax ID Number:

141218586/470620486

Exhibit C
Buy American Certification

Section 1605 of the American Recovery and Reinvestment Act states that:

"None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States."

To meet this requirement, the undersigned hereby certifies that all the material, equipment and accessories which are to be incorporated into the E-85 Fuel Storage, Dispensing and Management System to be partially funded by monies from the American Recovery and Reinvestment Act, have been manufactured from domestic construction material as defined by 40 CFR 35.936-13(D).

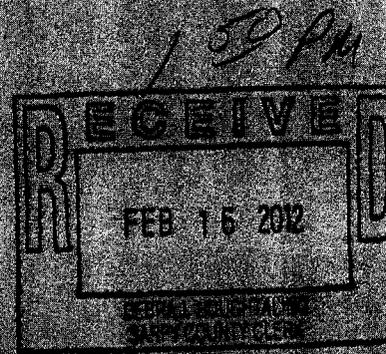
J. R. MECHANICAL, INC.
Name of Contractor

FEB. 16, 2012
Date

Tim Gault
Signature of Authorized Official

President
Title

**J & R Mechanical Contractors, Inc.
1233 Royal Drive
Papillion, NE 68046-2081**



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

SEALED BID - JAIL WATER HEATER REPLACEMENT PROJECT

BID OPENING: 2:00 PM, THURSDAY, FEBRUARY 16, 2012



Western Surety Company

PERFORMANCE BOND

Bond Number: 71242736

KNOW ALL PERSONS BY THESE PRESENTS, That we J & R Mechanical Contractors, Inc. of 1233 Royal Dr., Papillion, NE 68046, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto County of Sarpy of 1208 Golder Gate Dr., Papillion, NE 68046, hereinafter referred to as the Obligee, in the sum of One Hundred Ten Thousand Four Hundred and 00/100 Dollars (\$ 110,400.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the 5th day of March, 2012, for Change Out Water Heaters & Storage Tanks

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 12th day of March, 2012.

J & R Mechanical Contractors, Inc.
(Principal)

By Tom Jureto (Seal)

Western Surety Company
(Surety)

By Irvin Harry Nelson Attorney-in-Charge

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71242736

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint IRWIN FARRY NELSON

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: J & R Mechanical Contractors, Inc.

Obligee: County of Sarpy

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of August 21, 2012, but until such time shall be irrevocable and in full force and effect.

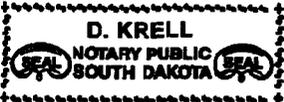
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 12th day of March, 2012.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 12th day of March, in the year 2012, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



D. Krell
Notary Public - South Dakota

My Commission Expires November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 12th day of March, 2012.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

STATE OF Nebraska } **ACKNOWLEDGMENT OF SURETY**
 COUNTY OF Washington } **(Attorney-in-Fact)** Bond No. 71242736

On this 12th day of March, 2012, before me, a notary public in and for said County, personally appeared IRWIN HARRY NELSON to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said IRWIN HARRY NELSON acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Fort Calhoun, Nebraska, the day and year last above written.

My commission expires November 29, 2014

Linda Welsher
 Notary Public

Form 106-4-2000

