

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION WAIVING REQUIREMENTS OF THE COUNTY PURCHASING ACT FOR
EMERGENCY PUMPING SERVICES FOR THE TRAVELER'S OUTFALL SEWER

WHEREAS, pursuant to Neb. Rev. Stat. § 23-3109(2) (Reissue 2012), the County can waive bidding requirements of the County Purchasing Act; and

WHEREAS, Sarpy County has contracted for the construction of a Sanitary Outfall Sewer ("Sewer") near the Traveler's Data Center; and,

WHEREAS, construction issues have delayed the progress of the Sewer; and

WHEREAS, a sewer conveyance system must be put in place for the flushing operation of the Traveler's cooling system which is expected to be operational the first week of November; and

WHEREAS, a temporary by-pass pumping system must be set up between approximately Manhole 13 and the existing manhole at Westmont to prevent spillage of water which is required to be disposed of via a sewer system and protect public health concerns; and,

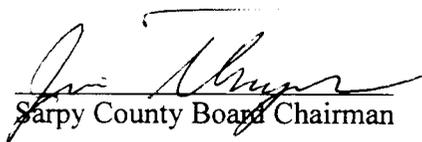
WHEREAS, there is insufficient time to comply with the public bidding requirements before the flushing operation will begin; and

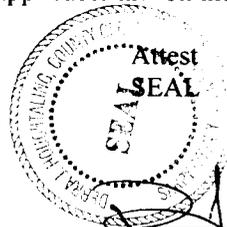
WHEREAS, Sarpy County Public Works has secured a proposal from E&A Consulting Group for the requested equipment and services through Mersino pumping service, see proposal attached as Exhibit A.

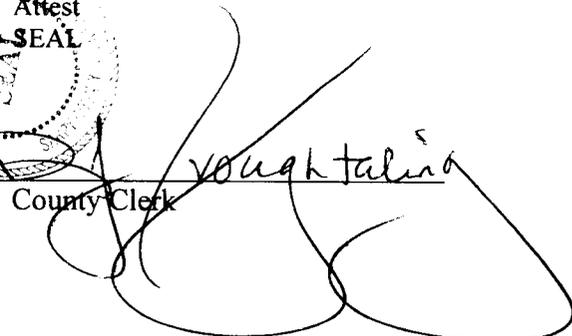
NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that an emergency condition exists requiring immediate action and that pursuant to Neb. Rev. Stat. §23-3109(2) (Reissue 2012) the County Board waives the bidding requirements of the County Purchasing Act; and

BE IT FURTHER RESOLVED that this Board hereby approves the proposal by Mersino attached hereto and the Chairman is hereby authorized to sign the proposal for equipment and services and any other related documents, the same being approved and adopted by the Board.

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 21st day of October 2014.


Sarpy County Board Chairman




County Clerk

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE
593-4155
www.sarpy.com

ADMINISTRATOR Mark Wayne
DEPUTY ADMINISTRATOR Scott Bovick
FISCAL ADMIN./PURCHASING AGT. Brian Hanson



<u>COMMISSIONERS</u>	
Don Kelly	District 1
Jim Thompson	District 2
Tom Richards	District 3
Brenda Carlisle	District 4
Jim Warren	District 5

MEMO

To: Sarpy County Board

From: Mark Wayne

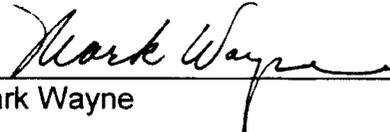
Re: Emergency Pumping System

The agenda includes a resolution to waive the requirements of the Purchasing Act for the emergency pumping equipment for Traveler's Outfall Sewer. As you have been kept aware the sanitary sewer line will not be completed in time to serve Traveler's equipment flushing. The County has committed to provide sewer service and as such a by-pass pumping system must be leased to pump the waste water from manhole 13 to the existing manhole at Westmont. It is expected that this commissioning of the equipment will take three (3) weeks to complete. After completion the need for a by-pass probably will not be necessary because the waste flow will be significantly less and could be handled in a different manner.

This solution is the least expensive and most practical solution for this heavy short-term waste flow.

Let me know of any questions you may have.

October 10, 2014



Mark Wayne

cc: Scott Bovick
Deb Houghtaling
John Reisz
Nicole O'Keefe
Brian Hanson
Denny Wilson
Pat Dowse



NEBRASKA BRANCH
 6950 Q Street
 Omaha, NE 68117
 O: (402) 932-0801
 F: (402) 932-1151

DEWATERING • PUMPING SERVICES • ONE-PASS TRENCHING • POWER GENERATION

Rental Agreement

Customer: E & A Consulting Group

Project #: 19032

Travelers Data Center Flushing
 Sarpy County, NE

Friday, October 17, 2014

Item	Description	Usage	Estimated Quantity	Rate	Total
4GSTAP	AUTOMATIC SELF-PRIMING (TO 28') PUMPSET. 4" SUCTION AND 4" DISCHARGE CONNECTIONS. SOLIDS HANDLING TO 2.5". DRY RUNNING OIL BATH SEAL. DRIVEN BY A DIESEL ENGINE. TRAILER MOUNTED STANDARD UNIT WITH A LIFTING BRACKET AND INTEGRAL FUEL TANK.	Single Shift	1.00 EA		
6QDX20SH	6" X 20' GLOBAL SUCTION HOSE		1.00 EA		
6QD90	6" GLOBAL 90		4.00 EA		
6QDX20ST	6" X 20' GLOBAL STEEL PIPE		175.00 EA		
				Total Weekly Rate	\$4,824.48
				Use Tax	\$337.71
				Total Rent	\$5,162.19

OTHER CHARGES

Item	Description	Usage	Estimated Quantity	Rate	Total
FREIGHT	SHIPPING CHARGE		2.00 EA	\$200.00	\$400.00
LABOR	INSTALLATION LABOR - MAN HOURS (OPTIONAL)		40.00 HR	\$85.00	\$3,400.00
FUEL	FUELING SERVICE - PER FILL		1.00 EA	\$259.00	TBD
Total Other Charges - Per Occurrence					\$TBD

PRICES QUOTED ESTABLISH UNIT RATES. THE QUANTITIES QUOTED ARE ESTIMATES BASED UPON INFORMATION PROVIDED BY THE CUSTOMER. INVOICING WILL BE BASED UPON ACTUAL QUANTITIES AND ITEMS REQUIRED BY THE CUSTOMER. ALL MOBILIZATIONS WILL BE CHARGED PER OCCURRENCE. ALL LABOR IS PROVIDED AT AN HOURLY RATE, PORTAL TO PORTAL. THE TERMS AND CONDITIONS ON PAGE 2 OF THIS RENTAL AGREEMENT SHALL APPLY AT ALL TIMES.

Lessee Jim Thompson Print Name Jim Thompson
 Date 10/21/14 Sarpy County Board Chairman Rental Terms - 3 Days = 1 Week; 3 Weeks = 1 Month

Handwritten scribbles or marks at the bottom right of the page.



TERMS AND CONDITIONS

MERSINO ("Lessor") and the leasing party on the preceding page (the "Lessee") agree that these Terms and Conditions govern the parties' Rental Agreement and these Terms and Conditions are incorporated by reference into the Rental Agreement, any Proposals, and any Quotes as if fully stated therein. Acceptance of any goods or equipment by Lessee shall constitute acceptance of these terms.

- 1. Payment.** Lessee agrees to lease the equipment listed on the preceding page and shall pay the amount set forth therein. The lease charge is due and payable in full at the end of this lease unless otherwise agreed in writing. Any amount unpaid 10 days after the date that payment is due will be subject to monthly interest of 1.5% (18% true annual rate). If any amount remains unpaid over 10 days after it is due, Lessee shall pay all costs of collection, including attorneys' fees, court costs, and repossession costs.
- 2. Lease Charge.** The lease charge is based on 8 hours per day, 40 hours per week, or 176 hours per four-week period. Lessee will pay additional lease charges for any excess usage on a pro rata basis. If Lessee does not return the equipment immediately upon expiration of the lease, Lessee shall pay additional lease charges. If Lessee uses equipment on a shift and a half per day basis, Lessee will be charged a time and a half rate. If Lessee uses equipment double time on a per day basis, Lessee will be charged double the rate. The hour meter on the rented units will determine this. Lessee is not to tamper with the hour meter and if a meter is not functional, Lessee is to notify Lessor immediately. The lease charge is earned in advance and is due regardless of actual use of equipment for any reason, including breakdown, downtime, change in project plans, termination of Lessee's contract with third parties, or acts of nature. Lessee is responsible for any fines, license fees, and all taxes levied while in possession of the leased equipment.
- 3. Use and Maintenance.** Lessee agrees to keep equipment in good operating condition, repair, and appearance and to furnish all labor and parts required therefore at its expense. Lessee agrees to use equipment as instructed by Lessor and in the regular course of business, within normal operating capacity, without abuse, and to comply with all laws. Lessee acknowledges that it is a sophisticated user of the equipment leased. Lessee shall not make alterations to equipment without authorization from Lessor. Lessor shall have the right to enter premises where equipment is located to inspect, observe, and/or remove it. Lessee is responsible for all damages other than normal wear and will pay lease charges for time required for repair or replacement, regardless of fault or reason for damage.
- 4. Labor.** All labor charges are additional charges unless otherwise stated in writing. Lessee will pay the cost of setting up or breaking down any rented items. All required labor is leased on a per hour basis and will be charged upon actual hours worked, regardless of use of the equipment. Overtime charges apply for any hours over 8 hours on a weekday and for any work performed on weekends.
- 5. Confined Space Entry.** Lessor will quote the rental of sewer plugs, but not the installation of said plugs. Lessor is not equipped for and shall not take responsibility for confined space entry.
- 6. Title to Equipment.** Lessor has full title to the equipment and under no circumstances shall title pass to Lessee. Lessee shall not remove or tamper with anything the Lessor has affixed to the equipment. Lessee shall protect and defend Lessor's title to the equipment against any outside influences and will keep the equipment free from liens and encumbrances. This equipment will remain the personal property of the Lessor and the Lessee will make this a known public fact to defend the Lessor's right to the equipment.
- 7. Trucking and Fuel.** Trucking charges are additional to the lease charge unless stated in writing. Lessee will pay the cost of trucking equipment to and from Lessor. Lessee is responsible for loading and unloading equipment. Lessee is responsible for returning equipment full of fuel, otherwise fuel will be charged at the greater of \$6.50 per gallon or the average fuel rate at the time of filling.
- 8. Risk of Loss.** Lessee bears the entire risk of loss of, damage to, or destruction of the equipment from all causes whatsoever during the term of this lease and thereafter until redelivery to Lessor. In the event of loss, damage, or destruction of equipment, Lessee, at its expense and at Lessor's option, shall repair such item, pay Lessor for repair, or if damaged beyond repair pay Lessor fair market value for the item. Above and beyond these costs, Lessee will still be responsible for the lease charge. Lessee assumes the full risk that the equipment leased will not perform the job for which it was leased, and regardless of outcome will be obligated to pay the lease charge.
- 9. Indemnity.** Lessee shall indemnify Lessor and hold it and its officers, directors, agents, employees, successors, and assigns harmless from any and all claims, liability, damage, or loss, including attorneys' fees, arising out of Lessee's lease or use of the equipment, including any failure of equipment to comply with or to be operated in accordance with any and all health and safety standards promulgated by law, including any OSHA regulation. Lessee shall, at its expense, defend Lessor against any and all suits or proceedings brought against Lessor, alone or in conjunction with others, based in any way upon Lessee's use or operation of the leased equipment, including claims of property damage, personal injury, or wrongful death. Lessee shall satisfy, pay, and discharge any judgments or fines that may be recovered against Lessor on such claims. This indemnity shall survive the termination of this lease.

Customer Initials

OT

Date

10/21/14



10. Default and Enforcement. If Lessee fails to pay any amount due within ten days that it is due; breaches any provision of this Agreement; or becomes insolvent, files for bankruptcy, executes an assignment for the benefit of creditors, ceases doing business, has a writ of execution or other legal process issued against it or the leased equipment, then Lessor has the right to enter Lessee's premises and take immediate possession of the equipment, without demand or notice, and without court order or other process of law. Lessee waives any and all damages or claims, including claims of trespass, stemming from such repossession. By accepting delivery of the equipment, Lessee expressly grants Lessor permission and consent to enter Lessee's property in order to retrieve the equipment. Lessor retains the right to pursue any other remedy.

11. Insurance. Lessee shall be the absolute insurer of the equipment during the term of this lease, and agrees during the term of this lease, until safely returned to Lessor, to keep the equipment fully insured and to pay all insurance premiums, at its expense, for not less than the replacement value of the equipment as of the commencement date of this lease and against all risks, including adequate public liability, bodily injury, and property damage liability insurance.

12. Environmental Sites. Lessee is responsible for informing Lessor before equipment is delivered to any site where EPA decontamination procedures are required. Lessee is responsible for the decontamination of all equipment and accessories on any job. If equipment cannot be decontaminated, Lessor may hold Lessee liable for immediate payment of fair market value of the equipment.

13. Disclaimer of Warranties. Lessee warrants that it leases the equipment "as is." Lessor has not made and does not make any representation or warranty with the respect to the merchantability, condition, fitness for a particular use, quality, durability, or suitability of the equipment for the purposes and uses of Lessee, or any other representation or warranty of any kind or character-express, implied, or arising out of any law-with respect to the equipment. Lessor does not guarantee that the equipment will produce any outcome desired by Lessee. Lessor will not be liable for damages arising from improper use or malfunction of the equipment. Lessee acknowledges that it has had an opportunity to inspect the equipment and finds it suitable for its needs and in good condition. Lessee will inspect the equipment daily and promptly notify Lessor of any defects.

14. Non-Assignment. Lessee shall not assign, transfer, pledge, relet, sublet, or hypothecate this Lease or the equipment. The Agreement shall inure to the benefit of, Lessor, its affiliates, subsidiaries, parent companies (if any), successors, and assigns.

15. Lessee's Waivers; Absolute Obligations. To the extent permitted by law, Lessee waives any and all rights and remedies conferred upon Lessee by the Nebraska Uniform Commercial Code, including its rights to (a) cancel the lease, (b) repudiate the lease, (c) reject the equipment, (d) revoke acceptance of the equipment, (e) recover damages from the Lessor for breach of warranty or for any other reason, and to (f) deduct all or part of any claim of damages resulting from alleged default. Lessee's obligations under this lease are absolute and unconditional, regardless of any alleged breach by Lessor, and shall not be subject to any abatement, reduction, set-off, defense, counterclaim, or recoupment, for any reason whatsoever.

16. Choice of Law and Forum. This Agreement shall be deemed executed in the State of Nebraska and shall be interpreted in accordance with the laws of Nebraska, regardless of any conflicts of law provision or rules of any state. Any lawsuit brought to resolve a dispute arising from this Agreement must be brought in an appropriate court in Nebraska. Lessor and Lessee waive any defense that they may otherwise have as to forum non conveniens and waive any objection to personal jurisdiction in the State of Nebraska. Lessor and Lessee acknowledge and express that Nebraska is a reasonably convenient place for the trial of any such action.

17. NO CONSEQUENTIAL DAMAGES. REGARDLESS OF FAULT OR NEGLIGENCE, LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND EQUIPMENT PROVIDED BY LESSOR, WHATEVER THE ALLEGED CAUSE, INCLUDING BUT NOT LIMITED TO, DELAY IN DELIVERY OF EQUIPMENT, FAILURE OF EQUIPMENT, ANY ALLEGED DEFECT IN ANY EQUIPMENT, OR FOR ANY OTHER REASON. LESSEE'S SOLE REMEDY IN ANY CLAIM AGAINST LESSOR WILL BE FOR REPAIR OR REPLACEMENT OF THE EQUIPMENT RENTED.

18. Agreement. By signing either these Terms and Conditions or any preceding pages of this lease, or by accepting delivery of the equipment, Lessee specifically acknowledges and agrees that it has received, has read, understands, and agrees to all terms set forth herein and set forth on the preceding pages hereof and that the same are hereby incorporated into the parties' agreement. This agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements and understandings between the parties with respect to the subject matter of this Agreement. This agreement cannot be amended except by a written agreement executed by the party or parties to be charged with the amendment.

19. Non Waiver. Acceptance by either party of actions in nonconformity of the Rental Agreement or these Terms and Conditions shall not constitute a waiver to subsequently enforce any rights or obligations under the Agreement.

I understand and agree to the above terms and conditions as well as the acceptance of the equipment and pricing set forth on the preceding page. I also agree that the equipment I received reflects the proper quantities and is in excellent working order.

Customer Signature Jin Thompson Date 10/21/14