

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING BID FOR JAIL BOILER REPLACEMENT PROJECT
FOR SARPY COUNTY FACILITIES MANAGEMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

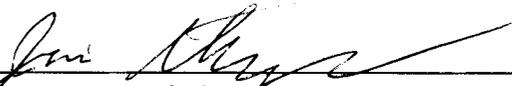
WHEREAS, bids for this matter have been solicited and reviewed pursuant to applicable Nebraska State Statutes; and,

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:

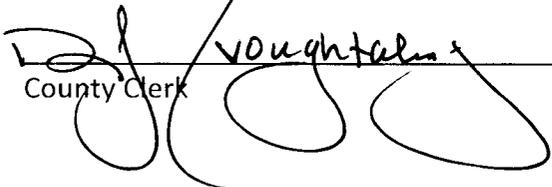
- (1) The low bid of Prairie Mechanical Corp. for the Jail Boiler Replacement Project for Base Bid #1 - One Hundred Eighteen Thousand Nine Hundred and Two Dollars (\$118,902.00) and Temporary Boiler - Two Hundred Seventy Eight Dollars (\$278.00) Per Day attached is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 2nd day of December, 2014.



Sarpy County Board Chairman

Attest:
SEAL

County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE, SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Purchasing/Contract Administrator
(402) 593-4476

MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Award Jail Boiler Replacement

On November 20, 2014, three (3) bids were opened for the Jail Boiler Replacement Project for the Facilities Management Department. After reviewing the bids, it is recommended the bid be awarded to the Prairie Mechanical Corp. for the low bid of base bid #1 for \$118,902.00 along with the temporary boiler of \$278.00 per day as needed. We do not anticipate the need for the temporary boiler; however it may be required should phasing the project become unfeasible. If the temporary boiler is used, it should only be needed for a few days.

Prairie Mechanical Corp currently maintains the jail boiler and the Facilities Management is satisfied with their quality of work and customer service. I contacted Powertech/Centurylink for a reference and they are also satisfied with their work and service.

Facilities Management has \$95,000 in the 2015 FY budget for this project. The budget number included the boilers having aluminum coils. After reviewing several options with the project engineer it was determined stainless steel coils would be a superior option due to the cost of replacing coils, which can be over \$5,000 a coil.

If you have any questions, please contact me at bgarber@sarpy.com.

November 26, 2014

Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Ross Richards

MEMORANDUM

SARPY COUNTY
FACILITIES MANAGEMENT

Date: November 25, 2014
To: Beth Garber
From: Ross Richards
Subject: Sarpy County Jail - Boiler Replacement Project
Recommendation Memo

Facilities Management recommends awarding the Jail Boiler Replacement Project to Prairie Mechanical Corporation for the Base Bid #1 amount of \$118,902. The bid form included base bids for various comparable boiler systems. Base Bid #1 (Aerco Boiler System) is recommended for the following benefits:

- Aerco Boilers have 23 years of proven performance
- The boilers have a smaller footprint to facilitate installation and access
- Aerco has a higher efficiency rating than its competitors
- The stainless steel coils are higher grade material than comparable equipment
- Advanced Engineering Systems recommends the Aerco System for our specific use

Based on previous cost opinions for this project, \$95,000 was approved in the Fiscal Year 2015 Capital Projects Budget. Subsequently we chose to specify stainless steel coils, in lieu of aluminum, to add value to this investment by reducing the frequency of coil replacements due to corrosion.

Prairie Mechanical Corporation is well suited for this type of project and their bid is in line with the engineers most recent cost opinion.

Please contact me at 593-4358 if you have questions or need additional information.

Jail Boiler Replacement Project
for the
Facilities Management Department

Bid Opening: 2:00 p.m., Thursday
November 20, 2014

	Prairie Mechanical Corp.	Mechanical Systems, Inc.	Hayes Mechanical
Base Bid #1 - Aerco Boiler	\$118,902.00	\$137,820.00	\$161,250.00
Base Bid #2 - Lochinvar Boiler	\$116,560.00	\$134,000.00	\$156,250.00
Base Bid #3 - Riverside Hydronic Boiler	\$121,955.00	\$147,000.00	\$180,500.00
Alternate #1 - Water Storage Tank	\$13,998.00	\$17,780.00	\$13,200.00
Temporary Boiler, Per Day	\$278.00	\$3,175.00	Excluded
Start Date	4 Weeks from Award	11/24/2014	1/20/2015
Completion Date	4 weeks from Start	2/16/2015	2/15/2015
	Base Bid 1 - Add \$3,058 for stand alone sequencing panel		
	Base Bid 1 - Add \$1,440 for Bacnet Protonode required		
	Alternate 2 - 2, 257 gallon tanks \$15,661		

COMPANY NAME: Prairie Mechanical Corp.

**Sarpy County, Nebraska
Jail Boiler Replacement Project**

UPDATE BID FORM

Base Bid #1: Lump Sum with Aerco Boilers (as specified)

\$ 118,902.00

1. Add for ACS/Aerco control system:stand alone sequencing panel \$3,058.00
2. Add For Aerco Boilers if Bacnet Protonode if required \$1,440.00

Base Bid #2: Lump Sum with Lochinvar Boilers

\$ 116,560.00

Model #: EBN1001

Base Bid #3: Lump Sum with Riverside Hydronic Boilers

\$ 121,955.00

Model #: 1000 WBL 125A-IFC

Alternate #1: Lump Sum to provide and install a 500 gallon storage tank for the heating hot water system

\$ \$13,998.00

Alternate #2: Lump Sum to provide and install (2) 257 gallon storage tanks for the heating hot water

\$15,661.00

Temporary Boiler:

Unit price, per day, as needed, as specified

\$ 278.00

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

START DATE: 4 weeks from date of awarded contract
COMPLETION DATE: 4 weeks from start date

Company Information

Years in business: 12
of employees 104
Total sales last 3 years 2013 - \$18,900,000
2012 - \$16,770,000
2011 - \$15,875,000

References

Company Name: Powertech/Centurylink
Address: 5404 Dayton St, Omaha, NE
Contact Name: Josh Kallsen Phone Number: 402-658-5546
Date of Purchase: Nov 2013 Email: jkall@powtech.net

Company Name: Con Agra
Address: 11 Con Agra Drive, Omaha, NE
Contact Name: Richard Colegrove Phone Number: 402-240-6927
Date of Purchase: _____ Email: richard.colegrove@conagrafoods.com

Company Name: Wells Fargo
Address: 4650 S 24th Street, Omaha, NE
Contact Name: Becky Chandler Phone Number: 402-536-2220
Date of Purchase: _____ Email: rebecca.s.chandler@wellsfargo.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.

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

Addendum #1 Cherice Greenway
Addendum #2 _____

Attachments: **Literature/Cut-sheets**
 Warranty Information

Prairie Mechanical Corp

Company Name

Cherice Greenway

Authorized Signature

2842 Tucker Street

Address

Omaha, NE 68112

City, State & Zip

Cherice Greenway

Company Representative (Please print)

402-331-4050

Telephone Number

402-331-4078

Fax Number

cgreenway@prairiemech.com

E-Mail Address

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

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 Prairie Mechanical Corp. hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Jail Boiler Replacement Project for the 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 Jail Boiler Replacement Project 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:

Facilities Management Department
Sarpy County Courthouse
1210 Golden Gate Drive, Suite 1450
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

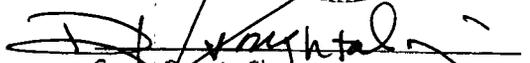
Vendor: Ms. Cherice Greenway
Prairie Mechanical Corp.
2842 Tucker Street
Omaha, NE 68112

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 2nd day of December, 2014.

(Seal)



ATTEST:



Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate



Chairperson
Sarpy County Board of Commissioners

Vendor: Prairie Mechanical

By: Cherise Greenway

Title: Project Manager



Approved as to Form and Content
Deputy Sarpy County Attorney

