BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA  
RESOLUTION AUTHORIZING CHAIRMAN TO SIGN CHANGE ORDER #1 TO THE 911 CENTER COMPUTER ROOM AIR CONDITIONING (CRAC) UNIT REPLACEMENT PROJECT FOR THE FACILITIES MANAGEMENT DEPARTMENT  

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, a bid has been awarded to Hayes Mechanical in the amount of $178,862.00 for the CRAC unit replacement project by Resolution 2016-136; and,  

WHEREAS, additional work has been identified as identified on the attached Change Order #001.  

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners, that the Chairman of such Board is hereby authorized to sign the attached Change Order #1 in the amount of an additional $19,900.00.  

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 ___14th___ day of June, 2016.  

Sarpy County Board Chairman  

Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: CRAC Unit Change Order 1

On April 19, 2016 the County Board awarded the bid for the 911 Center Computer Room Air Conditioning (CRAC) Unit Replacement Project for the Facilities Management Department. The total project cost was $178,862.00. The project was specified using portable cooling units to provide temporary cooling to the affected areas during construction. This has been successful in previous projects; however, during a testing phase the cooling needs were not adequately being met. It is important to maintain space temperature due to equipment operation. This is also an active working environment and the temperature rose significantly above comfort levels.

The contractor, Hayes Mechanical, met with Sarpy County representatives along with the project engineer to discuss several options. It was determined that renting water-cooled portable cooling units will adequately provided capacity to maintain space temperature during the construction phase. The change order includes the rental of the units, installation and required electrical work for an additional $19,900.00. This has been reviewed by Facilities Management, E911 and Purchasing along with the project engineer, Morrissy Engineering.

If you have any questions, please let Ross Richards or myself know.

June 10, 2016

Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Ross Richards
Stu DeLaCastro
Summary of Budget and Contract Value is changed as follows:

| Contract amount as approved by County Board | $178,862.00 |
| Contract price reflecting previous change orders | $0.00 |
| Net increase/decrease resulting from this change order | $19,900.00 |
| Contract price resulting from this change order | $198,762.00 |

Justification:
- Owner Directed
- Discovery of Unknown Conditions
- Required by Others
- Engineer/Architect Error or Omission

Recommended, Department Head: __________________________ ______________

Date: __________________________

Project Engineer (If Applicable): __________________________

Date: __________________________

Approval Recommended, County Administrator or County Engineer: __________________________

Date: __________________________

Approval Recommended, County Board: __________________________

Date: 06/14/16
June 9, 2016

Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Attn: Ross Richards

Project Name: Sarpy County 911 Center CRAC Unit Replacement
Project Number: 14182

Re: Temporary Cooling CO Request

Ross,

During the design process, we (Sarpy County and MEI) discussed utilizing air-cooled, portable cooling units to temporarily provide cooling capacity to the affected areas during construction. This decision was based on the fact Sarpy County had successfully used very similar air-cooled units with similar capacity in the past when equipment being replaced in this project had failed. The added benefit of using air-cooled units was the County would be left with three portable cooling units which could be used throughout the County for any temporary cooling needs.

The Contractor obtained the specified air-cooled units and conducted a test run to ensure the temporary cooling would provide adequate capacity. One space (Phone 122) could not hold space temperature low enough to maintain equipment operation. The other two units could hold space temperature low enough to maintain equipment operation, but elevated temperatures made spaces uncomfortable for occupants. Finally, with all the heat being discharged into the adjacent corridor, the corridor space temperature rose significantly above comfort levels.

Many variations of solutions were discussed between representatives from all parties (Sarpy County, MEI and Hayes Mechanical). Continuing to use air-cooled units (even ones with more capacity) would not alleviate the issue with discharging the heat into occupied spaces. Due to the location of the spaces in the basement, creating pathways to discharge the heat outside was invasive and expensive.

Per the attached change order request, we recommend proceeding using water-cooled, portable cooling units. The selected units will be of increased cooling capacity to satisfy space loads and they do not need to discharge heat to the occupied space. The units will be rented instead of purchased. However, Sarpy County will own all the infrastructure – electrical connections, flexible chilled water hoses, etc. – that will allow the County to rent and operate similar units in the future if temporary emergency cooling needs should arise in the future. We believe this is the best solution to provide adequate temporary cooling and maintain project schedule given the current circumstances.

Sincerely,

Nate Sheets, P.E.
Morrissey Engineering
Date: June 9, 2016

Morrissey Engineering
4940 N. 118th Street
Omaha, NE 68164

Reference: Sarpy County 911 Center - Project 14182
Subject: Temporary Cooling CO # - 16151000-01 (REV 2)
Attention: Nate Sheets

We are pleased to submit our quotation for the above referenced project. The work breakdown is included below.

Inclusions, our proposal does include the following items:

➢ Mobilization of necessary tools, equipment, and manpower to the jobsite
➢ A one month rental of (2) 5-Ton and (1) 2-Ton water cooled temporary cooling units as referenced in the response to RFI’s 001-004
  • NOTE: If rental exceeds 1 month duration, any additional rental fees will be reimbursed to Hayes Mechanical on a T&M basis
➢ Provide and install insulated temporary cooling hoses as referenced in the response to RFI’s 001-004
➢ Provide and install make up glycol as referenced in RFI’s 001-004
➢ General Subcontractor as follows:
  • Provide and install (1) access panel for hose entry into data center
  • Construct (1) “bridge” across the walkway for temporary cooling hoses to prevent damage or a tripping hazard
➢ Electrical subcontractor as follows:
  • Provide and install all electrical connections for the temporary cooling units as referenced in the response to RFI’s 001-004
➢ Performance Bond
➢ Straight time labor as required to perform the above referenced scope of work
➢ Demobilization of necessary tools, equipment, and manpower away from the jobsite upon completion
Exclusions, our proposal does not include the following items:

- Taxes
- Engineering
- Overtime and Holidays
- Liquidated damages
- Painting
- Clean-up other than to haul our own identifiable scrap to one central location for disposal by others.
- Any work with fire protection systems and associated devices

Clarifications:

1. Services are being performed as detailed in the response to RFI's 001-004 by Morrissey Engineering

2. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Hayes Mechanical be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of Customer's tenants or clients, or any special, indirect, or consequential damages.

3. Our price is based upon performing this work on the following schedule:
   - Work to be completed on one (1) – eight (8) hour shift per day, Monday through Friday, excluding holidays.
   - Our proposal assumes access to all areas of work, uninterrupted from 6:00 a.m. to 6:00 p.m. Monday through Friday, throughout the duration of the project.
   - Overtime (Saturdays, Sundays and Holidays) are excluded.
Terms:

- 30 days after receipt of invoice

Taxes:

- The above prices do not include sales or use taxes. Sarpy County shall provide Hayes Mechanical with an appropriate tax exemption certificate.

Pricing:

Our price for the work outlined above is **NINETEEN THOUSAND NINE HUNDRED (DOLLARS)** .................$19,900.00

Bid Breakdown:

- Hayes Labor:
  - Straight Time - $7,400.00
- Materials:
  - Hose, PVF, Glycol, Etc. - $4,100.00
- Rentals:
  - 1 month Temporary Cooling - $4,000.00
- Subcontractors:
  - General – $1,100.00
  - Electrical – $3,000.00
  - Insulation - $300.00
- NOTE: Pricing breakdown is approximate and is to be used for accounting purposes only.

Thank you for the opportunity to present this proposal. If you have any questions or concerns, please feel free to call me.

This proposal may be withdrawn if not accepted within 90 days.

Acceptance of proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified; payment will be as outlined above.

Accepted by Customer:

Name: [Signature]
Title: Chairman
Date: 6/14/16

Hayes Mechanical

Name: Trevor Scholting
Signature:
Title: Division Manager
Date: June 9, 2016

24-HOUR SERVICE * PHONE 402-502-0299 * FAX 402-502-6584
A FULL SERVICE CONTRACTOR * AN EQUAL OPPORTUNITY EMPLOYER
RFI Response

rfi no: 001 - 004

date: 5-27-16

project name: Sarpy County 911 Center

mei project no: 14182

to: Hayes Mechanical

atten: Trevor Scholting

request:

See attached RFIs 001, 002, 003 and 004

answer:

A site meeting was held on 5-26-16 at 9:00 a.m. to discuss the attached RFIs. Nate Sheets (MEI), Trevor Scholting (Hayes), Ross Richards (Sarpy County) and Brent Nelson (Ready to Kool) were the main representatives for the parties involved – others from involved parties were in attendance.

RFI-001

Provide 5-Ton, water-cooled (Kwikool Model KWIB-60 or equal) to accommodate space load.

Provide chilled water for heat rejection from the existing building chilled water system. Provide new 2" taps with isolation valves from existing mains (to accommodate both RFI-001 and RFI-002 units). Route 1-1/4" temporary hoses from 2" taps to temporary water-cooled unit.

Route pumped condensate from temporary water-cooled unit to existing floor drain / sink in mechanical room.

Provide hard-wired electrical connection to temporary cooling unit. Provide new 40/2 circuit breaker in existing Panel ‘DEPL’ located within Electrical Room 122 for connection of cooling unit.

In Phone 122, provide a NEMA L6-50R receptacle with 2#8, #10G. in 1"C. to Panel ‘DEPL’. Coordinate receptacle location and receptacle NEMA configuration with mechanical contractor.

RFI-002

Provide 5-Ton, water-cooled (Kwikool Model KWIB-60 or equal) to accommodate space load.

Provide chilled water for heat rejection from the existing building chilled water system. Provide new 2" taps with isolation valve from existing mains (to accommodate both RFI-001 and RFI-002 units). Route 1-1/4" temporary hoses from 2" tabs to temporary water-cooled unit.

Route pumped condensate from temporary water-cooled unit to existing floor drain / sink in mechanical room.
Provide hard-wired electrical connection to temporary cooling units. Provide new 40/2 circuit breaker in existing Panel ‘DEPL’ located within Electrical Room 122 for connection of cooling unit.

In Technical Equipment 104, provide a NEMA L6-50R receptacle with 2#8, #10G, in 11°c. to Panel ‘DEPL’. Coordinate receptacle location and receptacle NEMA configuration with mechanical contractor.

**RFI-003**

Provide 2-Ton, water-cooled (Kwikool Model KWIB-24 or equal) to accommodate space load. Utilize already purchased Office Pro 18 for a second stage of cooling – setpoint 2°-3°F above setpoint of water-cooled unit.

Provide chilled water for heat rejection from the existing building chilled water system. Utilize existing 3/4” taps in mechanical room. Route 1” temporary hoses from existing taps to temporary water cooled unit.

Route pumped condensate from temporary water-cooled unit to existing floor drain / sink in mechanical room.

In Communications Center 101, utilize an existing receptacle to plug-in the cooling unit. Coordinate location with mechanical contractor.

**General (RFI-001, 002 and 003)**

Provide temporary walking cover / ramp for piping crossing corridor. Provide permanent access door at base of wall between HVAC Equipment 105 and Technical Equipment 104 to allow routing of flexible chilled water hoses for temporary use and potential future use by Owner in case of equipment failures.

To accommodate additional system volume created by flexible chilled water piping, fill system with chemically treated water (including glycol) to match existing fluid. Confirm type and concentration of glycol with Sarpy County Maintenance Staff.

**RFI-004**

Utilizing water-cooled units will eliminate heat being rejected into the hallways and alleviate elevated space temperatures.

answered by:   Nate Sheets - MEI              date:   5-27-16
# Request For Information

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<tbody>
<tr>
<td>TO:</td>
<td>Morrissey Engineering</td>
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<td>4940 N 118th Street</td>
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<td></td>
<td>Omaha, NE 68164</td>
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<td>ATTN:</td>
<td>Nate Sheets</td>
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<td>ORIGINATOR:</td>
<td>Ross Richards / Jim Katusin</td>
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<td>DATE REQUIRED:</td>
<td>5-1-16</td>
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## REQUEST FOR DIRECTION/INFORMATION

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<td>MEI PROJECT NO.: 14182</td>
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### SUBJECT:

Hayes Mechanical has installed temporary cooling as specified on sheet M2 and clarified under "Temporary Cooling Flag Notes".  

As per note T1, we were testing the temporary cooling equipment installation for the duration of 5-24-15 through 5-30-15 to ensure reliability. During our testing, phone I22 overheated and equipment started to shut down. We have placed the Liebert serving phone I22 back into operation. Please advise how to proceed with reliable temporary cooling.  

### SUBMITTED BY:

Trevor Schlotting

### POSSIBLE COST

IMPACT: Unknown at this time

### POSSIBLE TIME

IMPACT: 1-2 Weeks

## REPLY

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### ANSWERED BY:

DATE:  

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# Request For Information

**5-25-16**
**Date:**

**TO:**
Morrissey Engineering  
4940 N 118th Street  
Omaha, NE 68164  
**ATTN:** Nate Sheets

**RFI#**

**JOB NAME:** Sarpy 911 CRAC Replacement  
**JOB NO.:** 16151000  
**ORIGINATOR:** Ross Richards / Jim Katusin  
**DATE REQUIRED:** 5-1-16  
**URGENT:** NO  
**NORMAL:** YES

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**MEI PROJECT NO.:** 14182

**SUBJECT:**

Hayes Mechanical has installed temporary cooling as specified on sheet M2 and clarified under "Temporary Cooling Flag Notes."

As per note 11, we were testing the temporary cooling equipment installation for the duration of 5-24-15 through 5-30-15 to ensure reliability. During our testing, Technical Equipment 104 over heated and could not maintain less than 83 deg. This temperature has been deemed unacceptable by Sarpy 911 IT and maintenance staff. We have placed the Liebert serving Technical Equipment 104 back into operation. Please advise how to proceed with reliable temporary cooling to maintain Sarpy’s desired space temperature of 70 deg.

**SUBMITTED BY:**  
Trevor Scholting

**POSSIBLE COST**  
IMPACT: Unknown at this time

**POSSIBLE TIME**  
IMPACT: 1-2 Weeks

**REPLY**

**REF. DRAWINGS**

**ANSWERED BY:**

**DATE:**
Request For Information

5-25-16  
Date:  

TO:  
Morrissey Engineering  
4940 N 118th Street  
Omaha, NE 68164  
ATTN: Nate Sheets  

RFI#  
003  

JOB NAME:  
Sarpy 911 CRAC Replacement  

JOB NO.:  
16151000  

ORIGINATOR:  
Ross Richards / Jim Katusin  

DATE REQUIRED:  
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URGENT:  
NO  

NORMAL:  
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MEI PROJECT NO.: 14182

SUBJECT:
Hayes Mechanical has installed temporary cooling as specified on sheet M2 and clarified under "Temporary Cooling Flag Notes". As per note T1, we were testing the temporary cooling equipment installation for the duration of 5-24-15 through 5-30-15 to ensure reliability. During our testing, Communications Center 101 was warm and maintaining approximately 78 deg. This temperature was deemed slightly high and uncomfortable by 911 occupants and maintenance staff. At that time, Sarpy Maintenance rented an additional Office Pro 18. We have placed the Liebert serving Communications Center 101 back into operation. The extra help did not help. Please advise how to proceed with reliable temporary cooling to maintain Sarpy's desired space temperature of 70 deg.

REPLY

POSSIBLE COST  
IMPACT: Unknown at this time

POSSIBLE TIME  
IMPACT: 1-2 Weeks

REF. DRAWINGS

SUBMITTED BY:  
Trevor Scholling

ANSWERED BY:  

DATE:  

REF. DRAWINGS
Request For Information

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SUBJECT:

Hayes Mechanical has installed temporary cooling as specified on sheet M2 and clarified under "Temporary Cooling Flag Notes". As per note T1, we were testing the temporary cooling equipment installation for the duration of 5-24-15 through 5-30-15 to ensure reliability. During our testing, all hallways within the basement became extremely hot with temperatures exceeding 90 deg. The Hallway overheating is due to minimal HVAC equipment serving these areas. Please advise on how to better exhaust heat to the Building exterior.

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<th>POSSIBLE TIME IMPACT: 1-2 Weeks</th>
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ANSWERED BY:  

DATE:  
BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR 911 CENTER COMPUTER ROOM AIR CONDITIONING (CRAC)
UNIT REPLACEMENT PROJECT FOR THE FACILITIES MANAGEMENT DEPARTMENT

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 the CRAC Unit Replacement Project have been solicited, made, opened and
reviewed pursuant to applicable Nebraska State Statutes; and,

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

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to
the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

1. Based upon the recommendation of the Purchasing Department, and upon a
comparison of the bids to the bid specifications, the bid is hereby awarded to the low
bidder Hayes Mechanical for 911 Center Computer Room Air Conditioning (CRAC) Unit
Replacement Project in the amounts of One Hundred Seventy Eight Thousand Eight
Hundred Sixty Two Dollars and No Cents ($178,862.00) 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 17th day of April, 2016.

Sarpy County Board Chairman

The resolution was attested to by the County Clerk.

Sarpy County Clerk

Chief Deputy
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Award bid for Computer Room Air Conditioning Unit

On April 14, 2016, six (6) bids were opened for the 911 Center Computer Room Air Conditioning (CRAC) Unit Replacement Project for the Facilities Management Department. After reviewing the bids, it is recommended the bid be awarded to the low bidder, Hayes Mechanical for $178,862.00 with work beginning in June, 2016. The County has worked with Hayes Mechanical previously with very positive results. We feel they are fully capable of handling a project of this size and scope.

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

April 14, 2016

Beth Garber

cc: Deb Houghtaling
    Mark Wayne
    Scott Bovick
    Brian Hanson
    Ross Richards
    Stu DeLaCastro
<table>
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<tr>
<th></th>
<th>Hayes Mechanical</th>
<th>Mechanical Systems, Inc.</th>
<th>MMC Mechanical Contractors</th>
<th>Syneculp</th>
<th>Prairie Mechanical</th>
<th>US Mechanical Service</th>
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<td>Lump Sum Base Bid</td>
<td>$178,862.00</td>
<td>$301,355.00</td>
<td>$213,755.00</td>
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<td>TBD</td>
<td>6 Weeks</td>
<td>June, 2016</td>
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</table>
Date: April 14, 2016

To: Beth Garber

From: Ross Richards

Subject: Sarpy County Courthouse – Computer Room Air Conditioning (CRAC) Unit Replacement Project - Recommendation Memo

Facilities Management recommends awarding the CRAC Unit Replacement Project to Hayes Mechanical for the Lump Sum Bid amount of $178,862. Six bids were received and Hayes Mechanical is the lowest responsive and responsible bidder.

Funds are available in Fiscal Year 2016 Capital Projects Budget.

Hayes Mechanical is well suited for this type of project and their bid is less than the engineers most recent cost opinion.

Please contact me at 402-593-4358 if you have questions or need additional information.
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 Hayes Mechanical, hereinafter “Vendor”.

WHEREAS, County is desirous of contracting for 911 Center Computer Room Air Conditioning (CRAC) Unit 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 911 Center Computer Room Air Conditioning (CRAC) Unit 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
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: Hayes Mechanical
Trevor Scholting
10608 S. 147th St.
Omaha, NE 68138
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 9th day of April, 2016.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Chairperson
Sarpy County Board of Commissioners

Sarpy County Clerk

Approved As To Form:

Vendor: Hayes Mechanical

Deputy County Attorney

By:

Title: Commercial Division Manager
CERTIFICATE OF LIABILITY INSURANCE

DATE (DD/MM/YYYY) 9/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
Arthur J. Gallagher Risk Management Services, Inc.
Two Pierce Place
Itasca IL 60143-3141

INSURED
Hayes Mechanic, LLC
5959 S. Harlem Ave
Chicago, IL 60638

CONTACT NAME: Beth Lubertozz
PHONE: 630-804-6058
EMAIL: Beth_Lubertozz@ajg.com

INSURER(S) AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>INSURER</th>
<th>POLICY NUMBER</th>
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<tr>
<td>Continental and Industry Insurance Company</td>
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<td>The Travelers Indemnity Company</td>
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COVERAGE

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<th>TYPE OF INSURANCE</th>
<th>DESCRIPTION OF OPERATIONS</th>
<th>LIMITS</th>
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<td>A</td>
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<td>EACH OCCURRENCE</td>
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<td>X OCCUR</td>
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<td>MED EXP (Any one person) $10,000</td>
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<td>PERSONAL &amp; ADJURY $100,000</td>
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<td>PRODUCTS &amp; COMPONENTS $2,000,000</td>
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<td>B</td>
<td>UMBRELLA LIABILITY</td>
<td>X OCCUR</td>
<td>EACH OCCURRENCE</td>
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</tr>
</tbody>
</table>

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

CERTIFICATE HOLDER

Evidence of insurance

CANCELLATION

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

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GREAT AMERICAN INSURANCE COMPANY
OHIO

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:
(Name, legal status and address)

Hayes Mechanical LLC
10608 S. 147th Street
Omaha, NE 68138

SURETY:
(Name, legal status and principal place of business)

Great American Insurance Company
301 East Fourth Street
Cincinnati, OH 45202

OWNER:
(Name, legal status and address)

Serpy County
1210 Golden Gate Drive
Papillion, NE 68046

CONSTRUCTION CONTRACT
Date: April 19, 2016
Amount: $178,862.00

One Hundred Seventy Eight Thousand Eight Hundred Sixty Two Dollars and 00/100

Description:
(Name and location) 911 Center Computer Room Air Conditioning (CRAC) Unit Replacement Project

BOND
Date: April 22, 2016
(Not earlier than Construction Contract Date)

Amount: $178,862.00

One Hundred Seventy Eight Thousand Eight Hundred Sixty Two Dollars and 00/100

Modifications to this Bond: ☑ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company:
Hayes Mechanical LLC

Signature:
Name and Title: Trevor Schmit
Commercial Division Manager

SURETY
Company:
GREAT AMERICAN INSURANCE COMPANY

Signature:
Name and Title: Harold Miller Jr.
Attorney-in-Fact

(FOR INFORMATION ONLY—Name, address and telephone)
AGENT or BROKER:
Arthur J. Gallagher & Co.
2 Pierce Place
Itasca, IL 60143-3141
630-773-3800

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party)
Morrissey Engineering
3317 N. 107th Street
Omaha, NE 68134

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312 - 2010 Edition

GAIC Perf A312 (10/10)
1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

3.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 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 not more than two years after a declaration of 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.
12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated hereon. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Definitions

14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: [(Corporate Seal)]

Signature: __________________________
Name and Title: _______________________
Address: ____________________________

SURETY
Company: [(Corporate Seal)]

Signature: __________________________
Name and Title: _______________________
Address: ____________________________

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312 - 2010 Edition

GAIC Perf A312 (10/10)
GREAT AMERICAN INSURANCE COMPANY
OHIO

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:
(Name, legal status and address)
Hayes Mechanical LLC
10608 S. 147th Street
Omaha, NE 68138

SURETY:
(Name, legal status and principal place of business)
Great American Insurance Company
301 East Fourth Street
Cincinnati, OH 45202

OWNER:
(Name, legal status and address)
Serpy County
1210 Golden Gate Drive
Papillion, NE 68046

CONSTRUCTION CONTRACT
Date: April 19, 2016
Amount: $178,862.00 One Hundred Seventy Eight Thousand Eight Hundred Sixty Two Dollars and 00/100

Description: (Name and location)
911 Center Computer Room Air Conditioning (CRAC) Unit Replacement Project

BOND
Date: April 22, 2016
(Not earlier than Construction Contract Date)
Amount: $178,862.00 One Hundred Seventy Eight Thousand Eight Hundred Sixty Two Dollars and 00/100

Modifications to this Bond: □ None □ See Section 18

CONTRACTOR AS PRINCIPAL
Company: Hayes Mechanical LLC
Signature: 
Name and Title: Trevor Scholting Commercial Division Manager

SURETY
Company: GREAT AMERICAN INSURANCE COMPANY
Signature: 
Name and Title: Harold Miller Jr. Attorney-in-Fact

AGENT or BROKER:
Arthur J. Gallagher & Co.
2 Pierce Place
Itasca, IL 60143-3141
630-773-3800

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party)
Morrissey Engineering
3317 N. 107th Street
Omaha, NE 68134

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312 - 2010 Edition

GAIC Pymt A312 (10/10)
1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1. Claimants, who do not have a direct contract with the Contractor,

   1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied, or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

   2. have sent a Claim to the Surety (at the address described in Section 13).

5.2. Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

6. If a notice of non-payment required by Section 5.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1. 1.

7. When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2. Pay or arrange for payment of any undisputed amounts.

7.3. The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or 6.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. The Surety's obligation shall not exceed the amount of this Bond plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Surety shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or related subcontracts, purchase orders and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project is located and where the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. 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.

13. Notice and Claims to the Surety, the Owner or the Surety shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16 Definitions
16.1 Claim. A written statement by the Claimant
including at a minimum:
   .1 the name of the Claimant;
   .2 the name of the person for whom the labor
      was done, or materials or equipment furnished;
   .3 a copy of the agreement or purchase order
      pursuant to which labor, materials or
      equipment was furnished for use in the
      performance of the Construction Contract;
   .4 a brief description of the labor, materials or
      equipment furnished;
   .5 the date on which the Claimant last performed
      labor or last furnished materials or equipment
      for use in the performance of the Construction
      Contract;
   .6 the total amount earned by the Claimant for
      labor, materials or equipment furnished as of
      the date of the Claim;
   .7 the total amount of previous payments
      received by the Claimant; and
   .8 the total amount due and unpaid to the
      Claimant for labor, materials or equipment
      furnished as of the date of the Claim.
16.2 Claimant. An individual or entity having a direct
contract with the Contractor or with a subcontractor of
the Contractor to furnish labor, materials or equipment
for use in the performance of the Construction
Contract. The term Claimant also includes any
individual or entity that has rightfully asserted a claim
under an applicable mechanic's lien or similar statute
against the real property upon which the Project is
located. The intent of this Bond shall be to include
without limitation in the terms "labor, materials or
equipment" that part of water, gas, power, light, heat,
oil, gasoline, telephone service or rental equipment
used in the Construction Contract, architectural and
engineering services required for performance of the
work of the Contractor and the Contractor's
subcontractors, and all other items for which a
mechanic's lien may be asserted in the jurisdiction
where the labor, materials or equipment were
furnished.
16.3 Construction Contract. The agreement between
the Owner and Contractor identified on the cover page,
including all Contract Documents and all changes
made to the agreement and the Contract Documents.
16.4 Owner Default. Failure of the Owner has not been
remedied or waived, to pay the Contractor as
required under the Construction Contract or to perform
and complete or comply with the other material terms
of the Construction Contract.
16.5 Contract Documents. All the documents that
comprise the agreement between the Owner and
Contractor.
17 If this Bond is issued for an agreement between a
Contractor and subcontractor, the term Contractor in this
Bond shall be deemed to be Subcontractor and the term
Owner shall be deemed to be Contractor.
18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company:  
Signature:  
Name and Title:  
Address:

SURETY  
Company:  
Signature:  
Name and Title:  
Address:

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312 - 2010 Edition

GAIC Pymt A312 (10/10)
On this 22nd day of April in the year two thousand sixteen, before me, Kathleen Moesle-Weaver, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Harold Miller Jr. known to me to be the duly authorized Attorney-in-fact of the Great American Insurance Company and the same person whose name is Harold Miller Jr. duly acknowledged to me that he subscribed the name of the Great American Insurance Company and thereto as Surety and his own name as Attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

My Commission Expires 1/7/2020

Notary Public in and for County, State of

Kathleen Moesle-Weaver

DuPage, Illinois
GREAT AMERICAN INSURANCE COMPANY®
Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than 1

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below as true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name
Harold Miller Jr.

Address
2 Pierce Place
Itasca, IL 60143-3141

Limit of Power
$100,000,000.00

Principal: Hayes Mechanical LLC
Obligee: Serpy County

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22nd day of April, 2016.

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22nd day of April 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

David C. Kitchin
Divisional Senior Vice President

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, he and hereby authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 22nd day of April, 2016.

Assistant Secretary
Sarpy County, Nebraska
911 Center Computer Room Air Conditioning (CRAC) Unit Replacement Project
Bid Form

Lump Sum Base Bid: $178,862.00
(As specified)
*Prices are to be F.O.B. - 1210 Golden Gate Drive, Papillion, NE 68046

INSTALLATION DATE: 06/01/2016

Company Information
Years in business: 98
# of employees: 347
Total sales last 3 years $176,118,513
$188,211,744
$219,749,761

References
Company Name: Northern Natural Gas
Address: 1111 South 103rd Street, Omaha, NE 68124
Contact Name: Rich Fruge Phone Number: 402-740-6842
Date of Purchase: Email: richard.fruge@ommco.com

Company Name: Werner Enterprises
Address: PO Box 45753, Omaha, NE 68145
Contact Name: Danny Johnson Phone Number: 402-289-7033
Date of Purchase: Email: djohnson@werner.com

Company Name: PayPal
Address: 12312 Port Grace Blvd, La Vista, NE 68128
Contact Name: Joe Smisek Phone Number: 402-303-3909
Date of Purchase: Email: jsmisek@paypal.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 ✔
Addendum #2

Attachments: Literature/Cut-sheets
Warranty Information

Hayes Mechanical
Company Name

Trevor Scholting
Company Representative (Please print)

Authorized Signature

10608 S 47th Street
Address

Omaha, NE 68138
City, State & Zip

(402) 779-7317
Telephone Number

(402) 582-6584
Fax Number

tscholting@hayesmechanical.com
E-Mail Address

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