RESOLUTION WAIVING BIDDING REQUIREMENTS OF THE COUNTY PURCHASING ACT FOR TEMPORARY HEAVY EQUIPMENT OPERATORS AT THE LANDFILL & AUTHORIZE CHAIRMAN TO SIGN AGREEMENT WITH TRADESMEN INTERNATIONAL, LLC

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, the County Board can waive the bidding requirements of the County Purchasing Act §23-3109 (2); and

WHEREAS, temporary heavy equipment operators are required to protect property of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT: The County Board waives the bidding requirements of the County Purchasing Act and authorizes the Purchasing Department and Landfill to enter into an agreement for temporary heavy equipment operators with Tradesmen International, LLC at the Sarpy County Landfill.

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 13th day of September, 2016.

Sarpy County Board Chairman

ATTEST:

Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Waiver of County Purchasing Act

During the September 13, 2016 Board meeting, the County Board will be asked to waive the bidding requirements of the County Purchasing Act for the use of temporary heavy equipment operators at the active landfill site. With the landfill transitioning, the staff levels unexpectedly declined and hiring full time highly qualified heavy equipment operators is not feasible. Operators are needed immediately to preserve the property at the landfill.

Administration, HR and Landfill staff have determined that entering into an agreement with Tradesmen International for temporary heavy equipment operators will meet the immediate need to protect the landfill property from serious loss. Temporary labor will be used for approximately ninety (90) days at a rate of $28-$38/hour for 2-3 temporary employees.

Please contact me with any questions.

November 14, 2014

Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Paul Mimick
Bonnie Moore
1. DURATION OF CONTRACT: This contract shall commence on the date it is fully executed and continue for a period of not less than one year. Either party may terminate this contract by giving the other thirty (30) days written notice. After notice, the termination shall occur at the end of the next calendar month during which time the parties will continue to meet their respective obligations described in this agreement.

2. TERMS OF CONTRACT: Tradesmen agrees to assign employees to the Client on a permanent basis and assume exclusive responsibility for the payment of wages to its employees so assigned. Tradesmen shall, with respect to its employees, be responsible for withholding federal and state income taxes, paying federal social security taxes, unemployment insurance and maintaining Workers' Compensation insurance coverage in an amount and under such terms as required by the State of Nebraska or where the work is performed.

a. Tradesmen will guarantee that the worker sent to the Client's job site will be of the quality and have the knowledge the Client requested. If, in the Client's opinion, this is not the case, the Client agrees that its exclusive remedy is to send the worker back to Tradesmen within the first four (4) hours of the first day of work at no charge. Tradesmen is solely responsible for directing, supervising and controlling Tradesmen's employees as well as their work and Tradesmen does not warrant or insure the work.

b. We both agree that there will be a two (2) hour show-up charge unless Tradesmen is notified of work being called off at least two (2) hours before show-up time. Client agrees and understands that Tradesmen's workers will be paid time-and-a-half for each hour of work beyond forty (40) hours during any one work week.

c. Client, at its sole discretion, may terminate a worker assigned under this contract at any time for any lawful reason.

d. Client will not recruit and/or employ Tradesmen's workers for separate employment by the Client during the term of this contract.

e. Client shall advise if work is subject to Davis-Bacon Act and the appropriate wage rate required by the Act.

3. TERMS OF PAYMENT: The Client agrees to pay Tradesmen the bill-out rate(s) per hour, multiplied by the number of hours worked by Tradesmen workers. Client is solely responsible for verifying the accuracy of the records of actual time worked by Tradesmen employees.

a. The Client agrees that payment will be made upon receipt of invoice. The parties agree that any amounts due Tradesmen over thirty (30) days will accrue interest at the rate of the lesser of two percent (2%) per month, or the highest rate permitted by law. Client will immediately notify Tradesmen of disputed invoice amounts.

b. In the event that Client fails to make payment within the time specified in Paragraph 3 (a) above, Tradesmen and Client agree that Tradesmen shall have the right to immediately discontinue providing Client with workers and to prohibit Tradesmen's worker from working for Client. Client agrees to be responsible for any additional direct or indirect cost of collection including attorneys fees.

c. If the Tradesmen worker is required to transfer job sites, during the work day, the worker shall be paid and Client shall be billed at the rate of $50 per mile.

4. INSURANCE AND HOLD HARMLESS CLAUSE: The Client agrees to provide general liability insurance coverage for Tradesmen and its workers provided under this contract with a liability limit of not less than $1,000,000 per occurrence and a Certificate of Insurance naming Tradesmen as a Certificate Holder.

a. Client agrees that Tradesmen is neither a guarantor, nor insurer and will not be liable for any injury, loss or damage to persons or property or from work stoppages that may arise in the performance or non-performance of work by Tradesmen employees, or the conduct of any other person at the job site. Client agrees to release, defend, indemnify and hold Tradesmen harmless from and against any and all claims, losses, liabilities and costs (including reasonable attorneys fees) relating to any injury, loss or damage to persons, or to property arising out of any and all wrongful or negligent acts committed by Client or Tradesmen employees under Client's supervision, direction and/or control.

b. This indemnity extends to violations of federal, state or local laws, statutes or regulations by Client or Tradesmen employees under Client's supervision, direction and/or control, to the extent permitted by law.

5. SAFETY: Client agrees to provide Tradesmen workers a safe work environment that complies with all applicable Federal OSHA and/or equivalent state agency standards. Client agrees to provide Tradesmen workers any specific safety training and/or equipment required for their work assignment, exclusive of boots, hard hats and safety glasses. Client will ensure Tradesmen workers wear all required safety equipment, as well as inspect, maintain and replace this equipment as needed. Client agrees to notify Tradesmen immediately in the event of an accident or medical treatment of any Tradesmen worker. Client will provide Tradesmen a completed supervisor report of the accident/medical treatment, and Tradesmen shall have the right to conduct an on site investigation with Client cooperation.

6. LIMITATION OF SERVICES: Client agrees that no worker provided by Tradesmen to Client shall be allowed and/or requested to operate any vehicle for the Client away from the job site unless a Driving Addendum is attached hereto. Tradesmen workers, if qualified by Client, may operate vehicles on the job site.

IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT CLIENT'S SIGNATURE HEREON IN NO WAY OBLIGATES CLIENT UNTIL SUCH TIME AS CLIENT ACTUALLY USES TRADESMEN'S WORKERS. Only Tradesmen's Area or General Managers are authorized to sign this Contract which contains all of the parties' understandings, unless otherwise agreed to in writing. Client represents to Tradesmen that the representative signing below is duly authorized to execute this contract. This contract shall take effect only when signed by each party hereto.

CLIENT'S ACCEPTANCE

By: [Signature]
Title: [Position]
Date: 9-13-11

ACCEPTANCE BY TRADESMEN INTERNATIONAL, LLC

By: [Signature]
Title: [Position]
Date: 9-18-11
ADDENDUM

The undersigned contracting parties agree that the following language shall be incorporated into the “Client Services Agreement”.

Residency Verification

Tradesmen agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. Tradesmen 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.

Severability

The Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Tradesmen 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 Tradesmen shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals this 13th day of September, 2016.

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Chairperson
Sarpy County Board of Commissioners

Approved as to form:
Deputy County Attorney
CONFIDENTIAL CREDIT APPLICATION
Tradesmen International, Inc.

Please Fax To: ____________________________

Company Name: SARPY COUNTY
Billing Address: 1210 GOLDEN GATE DR. City: PAPILLION State: NE Zip: 68046
Type of Business: GOVERNMENT Date Established: ________________
Business Phone #: (402)593-4476 Business Fax #: (402)593-4304
Annual Sales: __________ # of Employees: ______ Contact Person: BETH GARBER
Type of Entity: Proprietorship Partnership Corporation Other: GOVERNMENT
If incorporated: State of Incorporation: __________ Year of Incorporation: ____________

Officers & Principals (Name & Home Address) Titles SS#

______________________________________________

______________________________________________

______________________________________________

Bank Reference:
Name: PINNACLE BANK Address: 1200 GOLDEN GATE DR.
City: PAPILLION State: NE Zip: 68046
Phone: (402)339-3244 Officer: BOB FREDERICK Account Number: 09010710

Three Trade References:

<table>
<thead>
<tr>
<th>Name</th>
<th>City/State</th>
<th>Account #</th>
<th>Phone</th>
</tr>
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<tbody>
<tr>
<td>OFFICE DEPT</td>
<td>DALLAS, TX</td>
<td>21104578</td>
<td>(888)283-3423</td>
</tr>
<tr>
<td>OLSSON ASSOCIATES</td>
<td>LINCOLN, NE</td>
<td></td>
<td>(402)474-6311</td>
</tr>
<tr>
<td>LAMP RYNEARSON &amp; ASSOC.</td>
<td>OMAHA, NE</td>
<td></td>
<td>(402)496-2498</td>
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Estimated Weekly Credit Needed: __________ Credit Line Requested: __________

***Our Terms are Payable Due Upon Receipt of Invoice***

The above information is provided for the purpose of extending credit to your company. To the best of your knowledge and belief, the information is accurate and may be relied upon in making our credit decision.

We as the undersigned, authorize Tradesmen International, Inc. to process a reference check on our bank and suppliers so they can furnish any information necessary to complete Tradesmen International, Inc. credit investigation.

Signature: Brian Hanson Title: Purchasing Agent Date: 09/07/2016

Credit Department Credit Manager
Credit Line Approved: V.P. Finance: Over $100,000
TI-409 7/01
Client Personnel Authorization

Company Name: Sarpy County Landfill
Prospect # from Salesforce
Company Phone #: (402) 253-2134
Company Fax #: (402) 253-2713
Website Address: www.sarpy.com

Check One:
- Commercial (C)
- Residential (R)
- Industrial (I)
- Manufacturing (M)
- Marine (MR)
- Institutional (OI)

Client ID
Trade Code
Sales Area

Lead Source:
(ie: Web, Job site, D&B)

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<th>Contact</th>
<th>Position</th>
<th>Office Number</th>
<th>Cell Phone</th>
<th>Email Address</th>
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<tr>
<td>Scott Brown</td>
<td>Owner</td>
<td>(402) 593-1568</td>
<td></td>
<td><a href="mailto:sbrown@sarpy.com">sbrown@sarpy.com</a></td>
</tr>
<tr>
<td>Scott Super</td>
<td>Accounts Payable</td>
<td>(402) 253-2134</td>
<td></td>
<td><a href="mailto:ssuper@sarpy.com">ssuper@sarpy.com</a></td>
</tr>
<tr>
<td>Paul Mimick</td>
<td>Safety Contact</td>
<td>(402) 253-2134</td>
<td></td>
<td><a href="mailto:pmimick@sarpy.com">pmimick@sarpy.com</a></td>
</tr>
</tbody>
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The Following Personnel are Authorized to Order Tradesmen Field Employees from the Main Office:

Scott Brown, DCA
(402) 593-1568

ADDITIONAL OFFICE LOCATIONS AND AUTHORIZED PERSONNEL

<table>
<thead>
<tr>
<th>Office Address</th>
<th>Authorized Personnel Name</th>
<th>Title</th>
<th>Office Phone #</th>
<th>Email Address</th>
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Signature of Client 9-13-16
# TRADESMEN INTERNATIONAL BILLING CYCLE

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<tr>
<th>MONDAY</th>
<th>TUESDAY</th>
<th>WEDNESDAY</th>
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<td>Invoices Mailed or Delivered by Field Rep</td>
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Note: The following are Tradesmen International standard practices:

1\textsuperscript{st} Pay week starts on Monday and goes through Sunday.

2\textsuperscript{nd} Notice to Owners/Notice of Furnishing processed within state requirements.

3\textsuperscript{rd} 30 days past due, our employees will be removed from job site and GC contacted.

4\textsuperscript{th} Accounts 45 days past due are prepared to have liens filed within state requirements.

---

**Sandy County landfill**

Company Name

Accounts Payable (signature) [Signature]

Owner/Officer of Company (signature) [Signature]

Tradesmen Employee (signature) [Signature]

Comments: [Signature]

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TI-404 12/11
CERTIFICATE OF LIABILITY INSURANCE

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

NIRMA
100 N 12th Street, Suite 200
P.O. Box 85210
Lincoln, NE 68508

INSURED
Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

CONTACT

NAME: Larry@nimra.info
PHONE: (402) 742-9220
FAX: (402) 742-9230
ADDRESS: 1210 Golden Gate Drive
Papillion, NE 68046

INSURER(A) AFFORDING COVERAGE
NE Intergovernmental Risk Mgmt. Assn. 53750

COVERAGES

CERTIFICATE NUMBER: N-1617-59

REVISION NUMBER:

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

<table>
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<th>LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED LIMITS</th>
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<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>N-1617-59</td>
<td>7/1/2016</td>
<td>7/1/2017</td>
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</tbody>
</table>

GENL AGGREGATE LIMIT APPLIES PER:

POLICY

AUTOMOBILE LIABILITY

ANY AUTO

SCHEDULED AUTOS

EXCESS LIABILITY

OCCUR

CLAIMS-MADE

WORKERS COMPENSATION

AND EMPLOYERS' LIABILITY

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

(Mandatory in NH)

DEED

RETENTION $:

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

CERTIFICATE HOLDER

Tradesmen International, LLC
Attn: John Niehaus
6622 South 118th Street
Omaha, NE 68137

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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It's obvious why Tradesmen International is The Preferred Labor Source for Contractors across North America.

Only Tradesmen Offers You Total Labor Support:
- Labor Productivity Consulting
- OSHA Construction Industry Outreach Safety Training
- High-Collar Craftsmen at All Skill Levels, for All Trades
- NCCER Skills Assessment Testing

Get your job done with the Highest Productivity with proud Tradesmen craftsmen.

Need-to-know Staffing Service Facts
What does it cost? There are no upfront costs to register with Tradesmen. When you use one of our craftsmen, you're billed the quoted hourly rate multiplied by the hours worked – No hidden costs.

How are our craftsmen billed out? Each is assigned an hourly rate based upon their trade and "validated" skill level. We have Helpers, Apprentices, Journeymen and Leadmen, and you'll only pay for the level you obtain from us.

How do you access our craftsmen? Simply call Tradesmen with the type of craftsman you are looking for. Our Project Coordinator (Recruiter) will take that information and select the person who best meets your qualifications. You will then be advised on the specifics of the particular craftsman and informed of the hourly wage.

When should you call Tradesmen? How long does it take?
There are two distinct ways to work with us:
1. Planned Labor Partnering – Our most successful clients determine their labor needs several days or even weeks in advance. By doing so, they can reserve specific Tradesmen workers they know by name or ensure that they'll be able to access larger numbers of specific types of workers they will be needing.
2. Immediate Labor Fulfillment - You can't always plan ahead and that's no problem for us. We can have qualified skilled craftsmen at your site in 24 hours or less.

How does Tradesmen hire its craftsmen? While we recruit our employees through traditional advertising means and referral programs, we've taken multiple steps to ensure a higher caliber of craftsmen. We implemented a rigorous screening process – administered by construction experienced recruiters – that includes multiple interviews, hands-on skill testing, and the checking of at least three verifiable work references. In addition, there's a national effort under way to have our new hires complete the NCCER Skills Assessment.

How can we claim to have one of the most qualified and proven skilled labor forces in North America? Once hired, we constantly evaluate our force, keeping only those who meet strict quality standards and consistently replacing the bottom 10% – who simply don't make the grade – with craftsmen who do. In addition, we both offer and encourage skill and safety assessment opportunities.

Labor Satisfaction Guarantee Tradesmen International guarantees that the worker sent to your job site will be of the quality you expect and have the knowledge you requested. If not, simply contact us within the first 4 hours and you will be billed for that individual. We will quickly replace that worker.

Tradesmen is Not a Temporary Agency Our emphasis on safety and workforce productivity enhancement is central to our differentiation from standard labor pools and temp agencies. We hire our craft employees on a permanent basis and have an exceptional retention rate by providing each safety and skill training opportunities, a full benefits package, and by keeping our craftsmen consistently working and productive. For you it equals a safe, reliable and proven skilled labor pool ready to meet your fluctuating workload requirements.
We Offer the Best Skilled Craftsmen –

in All Trades, at All Skill Levels!

It’s no wonder Tradesmen’s labor force stands out from the competition...

• One of the Largest, Most Qualified Skilled Workforces in North America
• Every Craftsmen Meets Rigorous Training Standards
• Satisfaction Guarantee on Every Craftsman
• OSHA-10 Safety Training is Provided to Each Employee
• Our Craftsmen Show Up with Personal Protective Equipment
• Consistent Work and Great Benefits Mean Positive Attitudes

All Trades Available for Commercial, Industrial, Residential and Institutional Needs:

Carpentry
• Rough Frame
• Finish Trim
• Door & Cabinet
• Agricultural Building

Drywall
• Hanging
• Finish Tape

Concrete
• Finishes
• Floors
• Straight Edge

General Labor
• Stairs
• Clean-Up
• Good Pair of Hands
• Dependable

Electrical
• Meter Control
• Switch Gear
• Rigid
• Bend Pipe/Flex/Full Wire
• Low Voltage
• Fire Alarm
• Solar Specific

Plumbing
• Mainstream Repair Pipeline
• Assist other Trades
• Pipeline Facilities

Sheet Metal
• Metal Duct
• Speed Duct
• Exposed/Concealed
• Fabrication
• Spiral Round

Equipment Operators
• Excavators
• Loaders
• NCCCO Certified Crane Operators

Pipefitters
• Cast Iron
• High Pressure
• Pipeline

Roofing
• Flat
• Tar
• Shingles
• Metal

Iron Workers
• Pre-Engineered
• Structural
• Sheet Metal
• Welders

Painters
• Interior Exterior
• Prep_Brush and Roll
• Airless Spray

TAD Linemen
• Underground_Deadhead

HVAC
• New/Retrofit
• Central-Multi
• Roof Top
• Refrigeration

Masonry
• Block
• Brick
• Wall Carrier
• Tender
• Tile Setter

Welders
• Mig/Tig
• Stick
• Pipe
• Pipeline
• Flue Core

Heavy Industrial

Traveling Workforce
• Available Anywhere in North America
• Midights (Cone, Pro, Precision, Turbine)
• Pipelayers
• Welders (all types)
• Industrial Electricians
• Ironworkers (Raiser Climbers, Erectors)
• Turbine Mechanics
• Crane Operators
• Riggers
• Instrumentation (Rota & Rotators)
• All Marine Trades
• All Trades serving the Energy Industry

Available Skill Levels:
• Helper
• Apprentice
• Journeyman
• Landman

Only Tradesmen maximizes your Productivity and Profitability with

Total Labor Support

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For an Office Near You: 1.800.372.0600
www.tradesmeninternational.com