

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**Annual Service
Fuel Tank Maintenance and Service
Bid No. 18-185**

**Dr Fuel Good
3301-R-Coors Blvd., No. 270
Albuquerque, NM 87120
(505) 259-8346**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Dr Fuel Good, 3301-R-Coors Blvd., No. 270, Albuquerque, NM 87120**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Fuel Tank Maintenance and Service, Bid No. 18-185

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The cost of products or services for City Departments shall not

exceed \$26,000.00 during the contract term without approval. The cost of products or services for County agencies shall not exceed \$20,000.00 during the contract term without approval by the Board of Commissioners.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance,

unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County. Notwithstanding the foregoing, the duties and obligations of the City and the County pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City or the County shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.
8. Period of Performance. This Contract shall be effective September 1, 2018 through August 31, 2019. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Special Provisions
 4. Specifications
 5. Fleet Services Fuel Tank Inventory/ County Engineering Fuel Tank Inventory
 6. Instructions to Bidders
 7. Insurance Requirements
 8. Sales Tax Exemption Form 13
(Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)
 9. Notice to Bidders

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
 City of Lincoln Signature Page
 Lancaster County Signature Page

Vendor Signature Page

**CONTRACT
Annual Service
Fuel Tank Maintenance and Service
Bid No. 18-185
City of Lincoln and Lancaster County
Dr Fuel Good**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Name of Corporation

Address

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

TOM Archuleta

Name

3301 COOIS BLVD - R - 210

Address

[Signature]

Signature

City of Lincoln Signature Page

**CONTRACT
Annual Service
Fuel Tank Maintenance and Service
Bid No. 18-185
City of Lincoln and Lancaster County
Dr Fuel Good**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayer
Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**CONTRACT
Annual Service
Fuel Tank Maintenance and Service
Bid No. 18-185
City of Lincoln and Lancaster County
Dr Fuel Good**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7428 x			
Fax	(402) 441-6513 x			
Bid Number	18-185	Department		Department
Title	Fuel Tank Maintenance and Service	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	7/6/2018 10:00 AM (CT)	Telephone	(402) 441-7428 x	Telephone
Close Date	7/20/2018 12:00:00 PM (CT)	Fax	(402) 441-6513 x	Fax
		Email	smulder@lincoln.ne.gov	Email

Supplier Information

Company Dr Fuel Good
 Address 3301-R-Coors Blvd
 No. 270
 Albuquerque, NM 87120
 Contact Tom Archuleta
 Department
 Building
 Floor/Room
 Telephone (505) 259-8346
 Fax (505) 259-8346
 Email taschaefferoil@aol.com
 Submitted 7/17/2018 12:01:51 PM (CT)
 Total \$2,146.82

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Thomas Archuleta

Email taschaefferoil@aol.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
5	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Contact	Name of person submitting this bid:	Tom Archuleta
8	Renewal is an Option	Contract Extension Renewal is an option.	Yes
9	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
10	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	yes, (a) yes (b)only if products escalate in price (c) through contract period
11	Sample Analysis	Provide a sample of the laboratory analysis document.	see attachments
12	Laboratory	Provide laboratories name, address and a contact.	see attachments
13	Laboratory Information	Provide laboratories experience and applicable registrations and accreditations.	see attachments
14	Additional Pricing	Provide pricing schedule for all fuel related individual or packaged sample analysis offered by the laboratory which are not included in the bid schedule.	see attachments
15	Maintenance Biocide	Provide product data sheet to include manufacture, name and application rate for treatment of diesel fuel.	see attachments
16	Shock Biocide	Provide product data sheet to include manufacture, name and application rate for treatment of diesel fuel.	see attachments

17	Maintenance Biocide	Provide product data sheet to include manufacture, name and application rate for treatment of gasoline.	see attachments
18	Shock Biocide	Provide product data sheet to include manufacture, name and application rate for treatment of gasoline.	see attachments
19	Contractor	Provide number of years in business performing fuel maintenance as specified.	see attachments
20	Fuel Polishing	Provide detailed description of equipment to be used and name of sub-contractor if applicable.	see attachments
21	References	Provide a minimum of three (3) clients, to include company names and contacts that your company has recently provided similar services. Include contact name, address, telephone number and e-mail address and the number of years working with the company. This should all be provided on your company letterhead.	see attachments
22	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
23	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Per Tank	General Tank Inspection and Visual Examination of Samples.	\$150.00
Item Notes: Item Reference #3.1.1, #3.1.4				
Supplier Notes:				
<hr/>				
2	1	Per Package	Fuel Analysis Package #1.	\$415.00
Item Notes: Item Reference #4.1				
Supplier Notes:				
<hr/>				
3	1	Per Package	Fuel Analysis Package #2.	\$355.00
Item Notes: Item Reference #4.2				
Supplier Notes:				
<hr/>				
4	1	Per Package	Fuel Analysis Package #3.	\$130.00
Item Notes: Item Reference #4.3				
Supplier Notes:				
<hr/>				
5	1	Per Package	Fuel Analysis Package #4.	\$330.00
Item Notes: Item Reference #4.4				
Supplier Notes:				
<hr/>				
6	1	Per Package	Fuel Analysis Package #5.	\$425.00
Item Notes: Item Reference #4.5				
Supplier Notes:				
<hr/>				
7	1	Per Package	Fuel Analysis Package #6.	\$325.00
Item Notes: Item Reference #4.6				
Supplier Notes:				

8	1	Per Fuel Gallon	ULSD Biocide Maintenance Treatment.	\$0.10
Item Notes: Item Reference #3.5.1				
Supplier Notes:				
9	1	Per Fuel Gallon	ULSD Biocide Shock Treatment	\$0.20
Item Notes: Item Reference #3.5.2				
Supplier Notes:				
10	1	Per Fuel Gallon	Regular Unleaded Biocide Maintenance Treatment	\$0.10
Item Notes: Item Reference #3.5.3				
Supplier Notes:				
11	1	Per Fuel Gallon	Regular Unleaded Biocide Shock Treatment	\$0.20
Item Notes: Item Reference #3.5.4				
Supplier Notes:				
12	1	Per Fuel Gallon	E-10 Unleaded Biocide Maintenance Treatment	\$0.10
Item Notes: Item Reference #3.5.5				
Supplier Notes:				
13	1	Per Fuel Gallon	E-10 Unleaded Biocide Shock Treatment	\$0.20
Item Notes: Item Reference #3.5.6				
Supplier Notes:				
14	1	Per Gallon	Remove and dispose of normal accumulation of water and contaminates from ULSD tank	\$1.92
Item Notes: Item Reference #3.6.1				
Supplier Notes:				

15	1	Per Gallon	Remove and dispose of normal accumulation of water and contaminates following Biocide Treatment from ULSD Tank	\$1.92
Item Notes: Item Reference #3.6.2				
Supplier Notes:				
16	1	Per Gallon	Remove and dispose of normal accumulation of water and contaminates from regular unleaded tank	\$2.72
Item Notes: Item Reference #3.6.1				
Supplier Notes:				
17	1	Per Gallon	Remove and dispose of normal accumulation of water and contaminates following biocide treatment from regular unleaded tank	\$2.72
Item Notes: Item Reference #3.6.2				
Supplier Notes:				
18	1	Per Gallon	Remove and dispose of normal accumulation of water and contaminates from E-10 tank	\$2.72
Item Notes: Item Reference #3.6.1				
Supplier Notes:				
19	1	Per Gallon	Remove and dispose of normal accumulation of water and contaminates following biocide treatment from E-10 tank	\$2.72
Item Notes: Item Reference #3.6.2				
Supplier Notes:				
20	1	Per Gallon	Polish #2 ULSD less than 5,000 gallons	\$0.60
Item Notes:				
Supplier Notes:				
21	1	Per Gallon	Polish #2 ULSD more than 5,000 gallons	\$0.60
Item Notes:				
Supplier Notes:				
Response Total:				\$2,146.82



DRFUE-1

OP ID: BT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Monroe & Monroe Insurance Agency, Ltd. 2921 Galleria Dr., Suite 102 Arlington, TX 76011 Jim Beam, CIC	817-640-5035	CONTACT NAME: Jim Beam, CIC	PHONE (A/C, No, Ext): 817-640-5035	FAX (A/C, No): 817-640-0131
INSURED Dr. Fuel Good Tom Archuleta 5031 Costa Uasca Dr NW Albuquerque, NM 87120		INSURER(S) AFFORDING COVERAGE		
		INSURER A: Mid-Continent Casualty Co.		NAIC # 23418
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:			04GL1004454	08/16/2018	08/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater			04IM71589	08/16/2018	08/16/2019	Bailee \$ 100,000 Cargo \$ 100,000

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

The General Liability policy includes a blanket additional insured endorsement that provides additional insured status to the City of Lincoln and Lancaster County only when there is a written "insured contract" as defined by the policy, between the named insured and the certificate holder that requires such status. The General Liability policy ** SEE NOTES **

CERTIFICATE HOLDER

CANCELLATION

CLINCOL City of Lincoln Lancaster County 555 S 10th St Lincoln, NE 68508	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 <i>C. Monroe</i>
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NOTEPAD:

HOLDER CODE CLINCOL
INSURED'S NAME Dr. Fuel Good

DRFUE-1
OP ID: BT

PAGE 2
Date 08/22/2018

policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization for whom the named insured has agreed by written "insured contract" to designate as an additional insured subject to all provisions and limitations of this policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by your performance of ongoing operations for that insured. However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by written "insured contract", the insurance afforded to such additional insured will not be broader than that which you are required by the written "insured contract" to provide for such additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization for whom the named insured is operating under a written "insured contract" when such contract requires a waiver of transfer of rights of recovery against others.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following is added to Paragraph 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of Section IV - Conditions

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2018

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

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PRODUCER Associated Insurance Professionals, Inc 1429 Carlisle Blvd NE Albuquerque, NM 87110 License #: 0F14643	CONTACT NAME: John Dziak	FAX (A/C, No): 505-268-9631
	PHONE (A/C, No, Ext): 505-265-3704	E-MAIL ADDRESS: johndz@aip-inc.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: UNITED FINANCIAL CASUALTY CO, 11770		11770
INSURED TOM ARCHULETA DBA: DR. FUEL GOOD 3301 COORS BLVD NW, R 270 ALBUQUERQUE, NM 87120	INSURER B: New Mexico Foundation Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 00000000-22865** **REVISION NUMBER: 8**

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

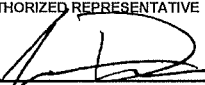
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	06060796-1	04/19/2018	04/19/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	0098635.101	08/22/2018	08/22/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 day notice of cancellation is included.

Workers Comp: Tom Archuleta

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln/Lancaster County 555 S 10th St. LINCOLN, NE 68508	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  (JMD)
--	--

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Foundation Insurance Company

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER/ WORK LOCATION(S):

PER CONTRACT(S) ON FILE WITH EMPLOYER - APPLIES IN NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

SPECIFIC WAIVER(S)

NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

<u>Company Name</u>	<u>Address</u>	<u>Waiver Contact</u>	<u>Job Description</u>
---------------------	----------------	-----------------------	------------------------

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement when attached to Policy No. 0098635.101 issued to Tom Archuleta shall be valid and shall form part of said policy. The effective date of this endorsement is 08/22/2018 12:01 A.M. Mountain Standard Time.

Date Issued: 08/23/2018

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED

Countersignature of Licensed Resident Agent _____

WC 00 03 13

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Foundation Insurance Company

PREMIUM AMENDMENT ENDORSEMENT

Policy Number: 0098635.101
 Issue Date: 08/23/2018

NCCI Code: 28371
 State Code: NM

Insured:

Tom Archuleta
 Dr. Fuel Good
 3301-R Coors Blvd. NW #270
 Albuquerque, New Mexico 87120

Agency:

ASSOCIATED INSURANCE PROFESSIONALS
 INC-CARLISLE
 1429 CARLISLE BLVD NE
 ALBUQUERQUE New Mexico 87110

Transaction #: 0011246232
 Revision of #: 0040824119

Period: 08/22/2018-08/22/2019

Class Code	Description	Basis	Rate	Amount
6216	GAS OR OIL-LEASE WORK NOC-NATURAL GAS-BY SPECIALIST CONTRACTOR & DRIVERS	\$6,300	11.15	\$702

Other Premiums and Surcharges

Class Code	Description	Basis	Rate	Amount
0900	Expense constant		0.0	\$230
9115	Waiver charge		0.0	\$250
9740	Terrorism premium		0.005	\$0

Gross Estimated Premium			\$1,182
Previous Estimated Premium			\$932
Net Change			\$250

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Foundation Insurance Company

PREMIUM AMENDMENT ENDORSEMENT

The following information is changed on the Endorsement Effective Date: 08/22/2018

	<u>Description</u>	<u>Existing</u>	<u>Policy Change</u>
Form Number WC 00 03 13 has been added per attached	Waiver of Our Right to Recover from Others Endorsement	None	Blanket

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement when attached to Policy No. 0098635.101 issued to Tom Archuleta shall be valid and shall form part of said policy. The effective date of this endorsement is 08/22/2018 12:01 A.M. Mountain Standard Time.

Date Issued: 08/23/2018

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED

Countersignature of Licensed Resident Agent _____



Additional Insured Endorsement

Name of Person or Organization

THE CITY OF LINCOLN/LANCASTER COUNTY
555 S 10TH STREET
LINCOLN NE 68508

The person or organization named above is an insured with respect to such liability coverage as is afforded by the policy but this insurance applies to said insured only as a person liable for the conduct of another insured and then only to the extent of that liability. We also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the Declarations Page.

Limit of Liability

Bodily Injury	each person/	each accident
Property Damage	each accident	
Combined Liability \$1,000,000	each accident	

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 060607961

Issued to (Name of Insured): TOM ARCHULETA

Effective date of endorsement: 08/14/2018

Policy expiration date: 04/19/2019

Form 1198 (01/04)

**SPECIAL PROVISIONS
FOR
TERM CONTRACTS**

**PURCHASING DEPARTMENT
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.

9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

**SPECIFICATIONS FOR
MOTOR FUEL STORAGE TANK MAINTENANCE**

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Motor Fuel Storage Tank Maintenance services.
 - 1.1.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.2 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov).
 - 1.2.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.2.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.2.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.2.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.3 The contract term shall be September 1, 2018 through August 31, 2019.
 - 1.3.1 The term of contract shall be one (1) year, with the option to renew for three (3) additional one (1) year renewals.
- 1.4 The contract contact for the City of Lincoln is Bill Fleisher, 402-441-4941 and for Lancaster County is Leroy Geistlinger (402) 441-8210.

2. SCOPE

- 2.1 The contractor shall perform the following as requested by the city/county:
 - 2.1.1 Perform a general tank inspection.
 - 2.1.2 Take samples of fuel.
 - 2.1.3 Test fuel samples.
 - 2.1.4 Provide fuel analysis.
 - 2.1.5 Treat fuel with appropriate biocide.
 - 2.1.6 Remove water and contaminates.
 - 2.1.7 Dispose of contaminates and contaminated fuel.
 - 2.1.8 Fuel Polishing.

3. SPECIFICATIONS

- 3.1 **Perform general tank inspection:**
 - 3.1.1 Above ground tanks will be inspected for obvious leaks or deteriorating condition.
 - 3.1.2 All tank vents will be inspected for proper caps to prevent water from entering tank.
 - 3.1.3 All fill point will be inspected for proper seals to prevent water from entering tank.
 - 3.1.4 Contractor will notify the city/county if defects are found related to items 3.1.1 through 3.1.3.
- 3.2 **Take samples of fuel**
 - 3.2.1 Samples will be taken at the tank bottom for fuel contamination analysis and testing.
 - 3.2.2 Samples will be taken at approximately half depth for fuel condition analysis and testing.
 - 3.2.3 Samples will be taken with a clean sampling devise such as a "Bacon Bomb."
 - 3.2.4 Contractor will perform a visual examination of samples for indications of the presents of water, sediment, fuel degradation or microbial growth to determine if pumping and/or fuel testing is necessary.
 - 3.2.5 If testing is determined to be necessary, sample container will be clean of adequate size with a secondary sample of the same size taken and retained by the contractor for retesting if necessary.

- 3.2.6 As a minimum, sample containers will be clearly labeled with location, tank, product, date and sample depth (bottom or half.)
- 3.2.7 Contractor will provide city/county a report indicating findings and recommendations related to item 3.2.4.
- 3.2.8 Contractor will notify the city/county immediately if conditions exist that are safety related and/or if the fuel sampled may not be suitable for use.
- 3.3 **Test fuel samples**
 - 3.3.1 The materials testing laboratory utilized by the contractor will be experienced in testing motor fuels as required to satisfy the city/county needs.
 - 3.3.2 Provide the laboratories name, address, contact and experience including any applicable registrations or accreditations with your bid proposal.
- 3.4 **Provide fuel analysis**
 - 3.4.1 Fuel analysis will include but not limited to:
 - 3.4.1.1 Test(s) performed.
 - 3.4.1.2 Sample results.
 - 3.4.1.3 Limits.
 - 3.4.1.4 Test method(s).
 - 3.4.1.5 Clear indication of pass/fail.
 - 3.4.1.6 Tank location.
 - 3.4.1.7 Tank number.
 - 3.4.1.8 Product.
 - 3.4.1.9 Date sample taken, date sample received and date sample released.
 - 3.4.2 Chemist will provide comments and recommendation based on the analysis results.
 - 3.4.3 Standard ASTM test methods will be used where applicable.
 - 3.4.4 Provide a sample analysis with your bid proposal.
- 3.5 **Treat fuel with appropriate biocide**
 - 3.5.1 Treatment for maintenance dosing of clean non-contaminated ULSD fuel.
 - 3.5.1.1 Provide product manufacture, product name and application rate with your bid proposal.
 - 3.5.2 Treatment for shock dosing of heavily contaminated ULSD fuel.
 - 3.5.2.1 Provide product manufacture, product name and application rate with your bid proposal.
 - 3.5.3 Treatment for maintenance dosing of clean non-contaminated N-Grade regular unleaded fuel.
 - 3.5.3.1 Provide product manufacture, product name and application rate with your bid proposal.
 - 3.5.4 Treatment for shock dosing of heavily contaminated N-Grade regular unleaded fuel.
 - 3.5.4.1 Provide product manufacture, product name and application rate with your bid proposal.
 - 3.5.5 Treatment for maintenance dosing of clean non-contaminated E-10 unleaded fuel.
 - 3.5.5.1 Provide product manufacture, product name and application rate with your bid proposal.
 - 3.5.6 Treatment for shock dosing of heavily contaminated E-10 unleaded fuel.
 - 3.5.6.1 Provide product manufacture, product name and application rate with your bid proposal.
- 3.6 Remove water and contaminates.
 - 3.6.1 Contractor will remove normal accumulation of bottom sludge and water from tank using industry standard method.
 - 3.6.2 Contractor will remove accumulation of bottom sludge and water from tank following biocide treatment using industry standard method.

- 3.7 Dispose of contaminants and contaminated fuel.
 - 3.7.1 Contractor must meet all Federal, State and Local requirement for transporting and disposing of contaminants and contaminated fuels associated with this contract.
- 3.8 Fuel polishing.
 - 3.8.1 Contractor will polish #2 ULSD to remove water, sediment, non-combustible materials and microbial contamination below levels describe in ASTM D975 while maintaining BTU value, lubricity and cetane.
 - 3.8.2 The polishing process will utilize centrifuges, coalescers and water blocking filters.

4. TESTS

- 4.1 Package #1. ULSD fuel condition tests as follows:
 - 4.1.1 Cetane Index
 - 4.1.2 Distillation
 - 4.1.3 API Gravity
 - 4.1.4 Sulfur
 - 4.1.5 Color
 - 4.1.6 Flash Point
 - 4.1.7 Accelerated Stability
- 4.2 Package #2. ULSD contamination tests as follows:
 - 4.2.1 Bottom Sediment & Water
 - 4.2.2 Bacteriological Test
 - 4.2.3 Particulate Contamination
- 4.3 Package #3. ULSD fuel condition tests as follows:
 - 4.3.1 Cloud Point
 - 4.3.2 Pour Point
 - 4.3.3 Cold Filter Plug Point
- 4.4 Package #4. ULSD fuel condition tests as follows:
 - 4.4.1 Lubricity
- 4.5 Package #5. N Grade Regular Unleaded Gasoline fuel condition tests as follows:
 - 4.5.1 Research Octane Number
 - 4.5.2 Motor Octane Number
 - 4.5.3 Anti-Knock Index (R+M)/2 Octane
 - 4.5.4 Distillation
 - 4.5.5 Drive-ability Index
 - 4.5.6 Sulfur
 - 4.5.7 Benzene
 - 4.5.8 Oxygenates
 - 4.5.9 Vapor Pressure
 - 4.5.10 API Gravity
- 4.6 Package #6. E-10 Unleaded Gasoline fuel condition tests as follows:
 - 4.6.1 Research Octane Number
 - 4.6.2 Motor Octane Number
 - 4.6.3 Anti-Knock Index (R+M)/2 Octane
 - 4.6.4 Distillation
 - 4.6.5 Drive-ability Index
 - 4.6.6 Sulfur
 - 4.6.7 Benzene
 - 4.6.8 Oxygenates
 - 4.6.9 Vapor Pressure
 - 4.6.10 API Gravity
 - 4.6.11 Percent of ethanol content.

5. **FUEL TANK DESCRIPTIONS, SITE LOCATIONS AND CONTACT INFORMATION**

- 5.1 See attached "Fleet Services Fuel Tank Inventory."
- 5.2 See attached "County Engineering Fuel Tank Inventory."
- 5.3 Solid Waste fuel tank inventory is as follows: (all are diesel)
 - 5.3.1 5101 North 48th Street, 1,000 Gallon, AST
 - 5.3.2 6001 Bluff Road, 20,000 Gallon, AST
- 5.4 City of Lincoln Police Garage fuel tank inventory is as follows: (all are gasoline)
 - 5.4.1 635 "J" Street, two (2) - 10,000 Gallon fiberglass tanks, ATG-CSLD

6. **SCHEDULING**

- 6.1 The city/county will request specific services from the contractor on an "as needed" basis.
- 6.2 General services will be provided in not more than five (5) working days following receipt of request.
- 6.3 Non-emergency laboratory analysis will be provided to the city/county in not more than ten (10) working days after sample is taken.
- 6.4 Services will be performed Monday thru Friday 8:00 am to 4:00 pm, excluding holidays.

7. **BIDDER QUALIFICATIONS**

- 7.1 Bidders shall have extensive experience in providing services as described in these specifications with a minimum of three (3) years performance history.
- 7.2 Provide a description of your companies' experience including company names and contacts for at least three (3) clients which you have recently provided similar services.

COUNTY ENGINEER MAINTENANCE STATIONS TANK CAPACITIES ANNUAL ESTIMATED FUEL USAGE

LOCATION	DIESEL STORAGE TANK CAPACITY	DIESEL EST. ANNUAL USAGE	UNLEADED STORAGE TANK CAPACITY	UNLEADED EST. ANNUAL USAGE
Main Shop 444 Cherrycreek, Lincoln	10000	4500	16000	110000
Waverly 13959 Old Field St, Waverly	3000	37500	3000	6800
Walton 1361 S 134th, Walton	2000	8100		
40th & Saltillo Rd. 11437 S 40th, Lincoln	2000	4900		
Bennet 300 Tyler St, Bennet	2000	8400		
Roca 4301 Roy, Roca	3000	18800	3000	7100
Panama 15300 Panama Rd, Panama	2000	5600		
Firth 709 May St, Firth	2000	6300		
Hallam 450 North St, Hallam	2000	4800		
Kramer 22691 SW 114th St, Kramer	2000	4600		
Sprague 18725 Buell St., Sprague	3000	19300	3000	13700
Denton 7144 SW 91st, Denton	2000	11000		
Emerald 245 NW 84th, Lincoln/Emerald	2000	8400		
Malcolm 210 Malcolm Rd, Malcolm	2000	7200		
Raymond 14775 North 5th St, Raymond	2000	21800		
Davey 3434 Mapl St, Davey	2000	13200		

FLEET SERVICES FUEL TANK INVENTORY

SITE #:	LOCATION:	TANK #:	TYPE:	PRODUCT:	PROTECTION:	CAPACITY
F02	3200 Baldwin	1	Fiberglass (BG)	Gasoline	ATG-CSLD	10,000 gal
		2	Fiberglass (BG)	Gasoline	ATG-CSLD	20,000 gal
		3	Fiberglass (BG)	Diesel	ATG-CSLD	20,000 gal
		4	Fiberglass (BG)	Diesel	ATG-CSLD	10,000 gal
F03	3180 South St	1	Fiberglass (BG)	Diesel	ATG-CSLD	10,000 gal
		2	Fiberglass (BG)		ATG-CSLD	10,000 gal
		3	Fiberglass (BG)	Gasoline	ATG-CSLD	6,000 gal
F07	2021 N.27th	1	Fiberglass (BG)	Diesel	ATG-CSLD	10,000 gal
		2	Fiberglass (BG)	Gasoline	ATG-CSLD	10,000 gal
		3	Fiberglass (BG)	Gasoline	ATG-CSLD	10,000 gal
F10	6400 Normal	1	Fiberglass (BG)	Gasoline	ATG-CSLD	6,000 gal
F11	3201 S. Coddington	1	Fiberglass (BG)	Gasoline	ATG-CSLD	6,000 gal
		2	Fiberglass (BG)	Gasoline	ATG-CSLD	6,000 gal
		3	Fiberglass (BG)	Diesel	ATG-CSLD	6,000 gal
F12	5045 Colby	1	Fiberglass (BG)	Diesel	ATG-CSLD	6,000 gal
		2	Fiberglass (BG)	Gasoline	ATG-CSLD	6,000 gal
		3	Fiberglass (BG)	Gasoline	ATG-CSLD	6,000 gal
F15	3130 N.5th	1	Steel (AG)	Gasoline	DW	500 gal
		2	Steel (AG)	Diesel	DW	500 gal
F16	6601 S.14th	1	Steel (AG)	Gasoline	DW	500 gal
		2	Steel (AG)	Diesel	DW	500 gal
F17	901 W. Bond	1	Steel (AG)	Diesel	DW-ATG-CSLD	3,000 gal

Foot Notes:

AG = Above Ground

BG = Below Ground

DW = Double Wall

ATG = Automatic Tank Gauge

CSLD = Continuous Statistical Leak Detection

INSTRUCTIONS TO BIDDERS
City of Lincoln, Nebraska, County of Lancaster
E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln and Lancaster County, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdnspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations; performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid::
11.1.1 Manufacturer's warranties and/or guarantees.
11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

- 19.1 All Bidders shall take special notice of the insurance provisions required for all City/County contracts (see *Insurance Requirements*).

20. EXECUTION OF AGREEMENT

- 20.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

- a. **PURCHASE ORDER**, unless otherwise noted.
 - 1. The contract shall consist of a City of Lincoln and Lancaster County Purchase Order.
 - 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- b. **CONTRACT**, unless otherwise noted.
 - 1. City and County will furnish copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed with the dated.
 - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 3. The City and County will sign and date the Contract.
 - 4. Upon approval and signature, the City and County, will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22. CITY AUDIT ADVISORY BOARD

- 22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

23. E-VERIFY

- 23.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

**INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY
AND PUBLIC BUILDING COMMISSION CONTRACTS**

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY
INCLUDE THE ENTITY ISSUING THE CONTRACT.

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE
REQUIREMENTS SET FORTH BELOW.

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. **Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 **Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 **Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 **Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 **Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or

expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

**Advertise 2 times
Friday, July 6, 2018
Friday, July 13, 2018**

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Friday, July 20, 2018** for providing the following:

**Fuel Tank Maintenance and Service
Bid No. 18-185**

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or purchasing@lincoln.ne.gov