

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Outdoor Warning Siren
Bid No. 17-073**

**Schmader Electric Construction Inc.
1743 Hwy 275
West Point, NE 68788
(402) 372-2474**

**LANCASTER COUNTY, NEBRASKA
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Schmader Electric Construction Inc., 1743 Hwy 275, West Point, NE 68788**, hereinafter called the Contractor, and Lancaster County, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as the County.

WHEREAS, the County 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:

Outdoor Warning Siren, Bid No. 17-073

and

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

WHEREAS, the County, 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 Response, 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 County have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction 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, construct, and compete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, 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 County:

The County will pay for products/services, 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, for a total of \$26,975.00.

3. **EQUAL EMPLOYMENT OPPORTUNITY**: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person 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. **GUARANTEE:** A performance and payment bonds in the full amount of the contract shall be required for all construction contracts. These bonds shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.
- 6a. **TERMINATION FOR CAUSE**
- a) The County may terminate the Contract if the Contractor:
 - 1. Refuses or fails to supply enough properly skilled workers or proper materials;
 - 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - 3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - 4. Otherwise commits a substantial breach of any provision of the Contract Documents.
 - b) When any of the above reasons exist, the County without prejudice to any other rights or remedies of the County may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition the County may (subject to any prior rights of the surety):
 - 1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - 2. Accept assignment of subcontracts; and
 - 3. Finish the Work by whatever reasonable method the County may deem expedient.
 - c) If the Contract is terminated by County as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.
 - d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.
 - e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of the County.
 - f) No termination or action taken by County after termination shall prejudice any other rights or remedies of County provided by law or by the Contract Documents upon such termination; and County may proceed against Contractor to recover all losses suffered by County.

- 6b. TERMINATION BY THE COUNTY FOR CONVENIENCE
- a) The County may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.
 - b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the County shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.
 - c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
 - 1. Discontinue the Work to the extent specified by the County;
 - 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, the County has directed not to be discontinued;
 - 3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the County of all orders and subcontracts not related to that portion of the Work, if any, the County has directed not to be discontinued;
 - 4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.
 - d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
 - e) Upon termination, the County shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by the County. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, the County may direct the Contractor to deliver such goods to the Site or to such other place as the County may reasonably determine, whereupon the County shall pay to the Contractor the cost for such goods and materials.
 - f) Upon such termination, County shall pay to Contractor the sum of the following:
 - 1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
 - 2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
 - 3. Any proven losses with respect to materials and equipment directly resulting from such termination.
 - 4. Reasonable demobilization costs.
 - g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by County pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.
7. 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 County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's 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.
8. PERIOD OF PERFORMANCE: The work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be no later than May 31, 2017.
9. ASSIGNMENT. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.

10. The Contract Documents comprise the Contract, and consist of the following:

1. Contract Terms
2. Accepted Proposal
3. Attachment B
4. Certificate of Insurance
5. Performance and Payment Bonds
6. Specifications
7. Attachment A - Data Sheet Sign
8. Federal Document 2 CFR
9. Protest Procedure
10. Proprietary Information for Bids/Quotes/RFP's
11. Addendums No. 1 and 2
12. Instructions to Bidders
13. Insurance Requirements
14. Employee Classification Act Requirements
15. Employee Classification Act Affidavit
16. Sales Tax Exemption Forms 13 & 17
17. 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.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

The Contractor and the County 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 County do hereby execute this contract upon completion of signature on:

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

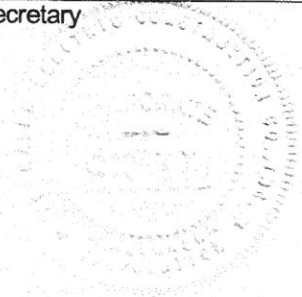
CONTRACT
Outdoor Warning Siren
Bid No. 17-073
Lancaster County
Schmader Electric Construction Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Marla Schmader Seal
Secretary



Schmader Electric Const Co Inc
Name of Corporation
1743 Hwy 275 West Point, NE 68788
Address
By: Dale Schmader
Duly Authorized Official
Pres
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address
By: _____
Member
By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Lancaster County Signature Page

**CONTRACT
Outdoor Warning Siren
Bid No. 17-073
Lancaster County
Schmader Electric Construction Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



SCHMADER ELECTRIC CONST. CO. INC.

ELECTRICAL CONTRACTORS

1743 HWY 275
WEST POINT, NE 68788
PHONE (402) 372-2474
FAX (402) 372-3032
schmelec@hotmail.com

March 24, 2017

Lincoln Lancaster County

Bid 17-073 Outdoor Warning Siren

We agree that work on the outdoor siren will still be completed by May 31, 2017 despite the later Notice to Proceed date, estimated to be April 7, 2017.

Thank you,

Jim Bumgardner

COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

Construction Performance Bond
Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

To accompany the Construction Performance Bond (EJCDC No.1910-28A) and the Construction Payment Bond (EJCDC No. 1910-28B)
Prepared by the Engineers' Joint Contract Documents Committee

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR:

Schmader Electric Construction Inc.
1743 Hwy 275
West Point, NE 68788

SURETY (Name and Principal
Place of Business):

United Fire & Casualty Company
118 Second Avenue SE, P.O.Box 73909
Cedar Rapids, Iowa 52407 3909

Owner:

Lancaster County
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date: March 27, 2017
Amount: \$26,975.00

Description:

For all labor, material and equipment necessary for Outdoor Warning Siren, Bid No. 17-073.

BOND 54-200116

Date: March 27, 2017
Amount: \$26,975.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Schmader Electric Construction Inc.
1743 Hwy 275
West Point, NE 68788

SURETY

Company: (Corp. Seal)

United Fire & Casualty Company
118 Second Avenue SE, P.O.Box 73909
Cedar Rapids, Iowa 52407 3909

Signature: Marla Schmader

Name and Title: Marla Schmader
V. Pres.

Signature: Jim J. Clausen

Name and Title: Jim J. Clausen Attorney-in-Fact

EJCDC NO. 1910-28a (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint JIM J. CLAUSEN, GREGG P. CLAUSEN, PATRICE L. ROWE, KATHLEEN BUSE, KENT G. KIENBAUM, EACH INDIVIDUALLY OF WEST POINT NE

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$3,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 17th day of February, 2018 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 17th day of February, 2016

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

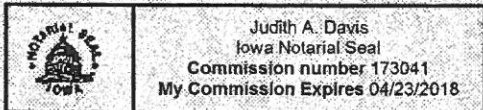
By: *Dennis J. Richmann* Vice President



State of Iowa, County of Linn, ss:

On 17th day of February, 2016, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 27th day of March, 2017



By: *David A. Lange*
 Secretary, UF&C
 Assistant Secretary, UF&I/FPIC

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR:

Schmader Electric Construction Inc.
1743 Hwy 275
West Point, NE 68788

Owner:

Lancaster County
555 South 10th St.
Lincoln, NE 68508

SURETY (Name and Principal Place
Of Business):

United Fire & Casualty Company
118 Second Avenue SE, P.O.Box 73909
Cedar Rapids, Iowa 52407 3909

CONSTRUCTION CONTRACT

Date: March 27, 2017
Amount: \$26,975.00

Description:

For all labor, material and equipment necessary for Outdoor Warning Siren, Bid No. 17-073.

BOND 54-200116

Date: March 27, 2017
Amount: \$26,975.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Schmader Electric Construction Inc.
1743 Hwy 275
West Point, NE 68788

Signature: Marla Schmader

Name and Title: Marla Schmader
V. Pres.

SURETY

Company: (Corp. Seal)

United Fire & Casualty Company
118 Second Avenue SE, P.O.Box 73909
Cedar Rapids, Iowa 52407 3909

Signature: Jim J. Clausen

Name and Title: Jim J. Clausen Attorney-in-Fact



EJCDC NO. 1910-28B (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.



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their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$3,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

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IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 17th day of February, 2016

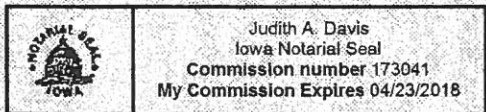
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President



State of Iowa, County of Linn, ss:
 On 17th day of February, 2016, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice-President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 27th day of March, 2017



By: *David A. Lange*
 Secretary, UF&C
 Assistant Secretary, UF&I/FPIC



SCHMADER ELECTRIC CONST. CO. INC.

ELECTRICAL CONTRACTORS

1743 HWY 275
WEST POINT, NE 68788
PHONE (402) 372-2474
FAX (402) 372-3032
schmelec@hotmail.com

March 24, 2017

Lincoln Lancaster County

Bid 17-073 Outdoor Warning Siren

We agree that work on the outdoor siren will still be completed by May 31, 2017 despite the later Notice to Proceed date, estimated to be April 7, 2017.

Thank you,

A handwritten signature in black ink, appearing to read "Jim Bumgardner".

Jim Bumgardner

Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 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 furnish a certified statement to be attached to the contract 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.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Marla Schmaeder, do hereby certify that all equipment to be used on Outdoor Warning Siren, Bid No. 17-073, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in _____ County, Nebraska.

DATED this 28 day of March, 2017.

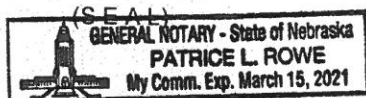
By: Marla Schmaeder
Title: V. Pres.

STATE OF NEBRASKA)
COUNTY OF CASSIANG)ss.
)

On MARCH 28th, 2017, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Marla Schmaeder, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Patrice L. Rowe
Notary Public



Vendor Signature Page

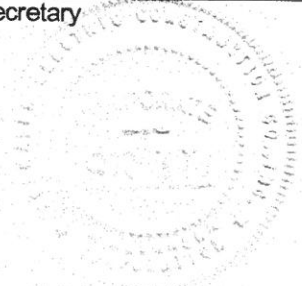
CONTRACT
Outdoor Warning Siren
Bid No. 17-073
Lancaster County
Schmader Electric Construction Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Marla Schmader Seal
Secretary



Schmader Electric Const Co Inc
Name of Corporation
1743 Hwy 275 West Point, NE 68788
Address
By: Dale Schmader
Duly Authorized Official
Pres
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2017

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 The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145	CONTACT NAME: PHONE (A/C. No. Ext): 402-861-7000	FAX (A/C. No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED SCH56574 Schmader Electric Construction Co. Inc. 1743 Highway 275 West Point NE 68788	INSURER A: Employers Mutual Casualty Company	21415
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2039206911

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.

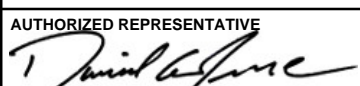
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	5D39162	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	5E39162	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	5J39162	1/1/2017	1/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	5H39162	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Lancaster County is additional insured for general liability, including products and completed operations, if required by written contract executed prior to loss.
Primary & noncontributory status is governed by the terms & conditions of the insurance policies of all parties to the contract.
Waiver of Subrogation applies for workers compensation if required by written contract executed prior to loss.

CERTIFICATE HOLDER

CANCELLATION

Lancaster County 555 So. 10th Street 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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.



EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 5D3-91-62---18

SCHMADER ELECTRIC CONSTRUCTION

EFF DATE: 01/01/17

EXP DATE: 01/01/18

GENERAL LIABILITY POLICY
DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CG0001	04-13	COMMERCIAL GEN LIABILITY COV FORM	
*CG0435	12-07	EMPLOYEE BENEFITS LIABILITY COVERAGE EACH EMPLOYEE \$ 1,000,000 AGGREGATE \$ 2,000,000 DEDUCTIBLE EACH EMPLOYEE \$ 1,000 RETROACTIVE DATE 01/01/1998	
*CG0437	04-13	ELECTRONIC DATA LIAB ENDORSEMENT LOSS OF ELECTRONIC DATA LIMIT \$ 50,000	
*CG2106	05-14	EXCL-ACCESS/DISCL OF CONFID/PERSONAL	
*CG2147	12-07	EXCL-EMPLOYMENT RELATED PRACTICES	
*CG2154	01-96	EXCL-OPER COV BY CONSOLIDATED INS PROG DESCRIPTION AND LOCATION OF OPERATION(S): ANY PROJECT COVERED BY OCIP AGREEMENT	
*CG2167	12-04	FUNGI OR BACTERIA EXCLUSION	
*CG2170	01-15	CAP/LOSSES FROM CERT ACTS/TERRORISM	
*CG2176	01-15	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
*CG2274	10-01	LTD CONTRACTUAL LIAB COV-PERS & ADV DESIGNATED CONTRACT OR AGREEMENT ANY CONTRACT	
*CG2417	10-01	---CONTRACTUAL LIABILITY RAILROADS SCHEDULED RAILROAD/DESIGNATED JOB SITE UNION PACIFIC RAILROAD BURLINGTON NORTHERN SANTA FE	
*CG7001A	10-12	GENERAL LIABILITY SCHEDULE	
*CG7003	10-13	GL QUICK REFERENCE (OCCURRENCE)	
*CG7141	05-90	EXTENDED PROPERTY DAMAGE COVERAGE	
*CG7174.3	10-13	AUTOMATIC AI-CONST CONT INCL COMP OP	
*CG7253	12-96	CONTRACTORS EXTENDED PROPERTY DAMAGE	
*CG7276	10-08	LIMITED POLLUTION COV-WORK SITES	\$ 150
*CG7429	11-98	AMEND - AGGREGATE LIMIT PER PROJECT	
*CG7557	06-08	EXCESS COV FOR DESGN OPS BY WRAP UP DESCRIPTION AND LOCATION OF YOUR OPERATIONS: ANY LOCATION FOR ANY JOB COVERED UNDER A WRAP UP OR OCIP PROGRAM.	
*CG7578	05-15	GENERAL LIABILITY ELITE EXTENSION	
*CG7627	03-09	AMENDMENT OF EMPL BENEFITS PROGRAM DESCRIPTION OF OTHER SIMILAR BENEFITS NONE	
*IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL0259	09-07	NE CHANGES - CANCELLATION/NONRENEWAL	
*IL0276	09-08	IA CHANGES - CANCELLATION/NONRENEWAL	
*IL7028	05-15	ASBESTOS EXCLUSION	
*IL7130A	04-01	NAMED INSURED ENDORSEMENT	

DATE OF ISSUE: 12/21/16

(CONTINUED)

FORM: IL7131A (ED. 04-01)

007 JO

5D39162 1801



PAGE NO: 2

EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 5D3-91-62---18

SCHMADER ELECTRIC CONSTRUCTION

EFF DATE: 01/01/17

EXP DATE: 01/01/18

GENERAL LIABILITY POLICY
DECLARATIONS

=====
ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL7339	05-11	DEFINITION OF YOUR WORK AMEND ENDST	
*IL7447	05-15	NOTICE OF CANCEL W/Written CONTRACT	
*IL8021	04-88	ASBESTOS NOTICE	
*IL8383.2A	01-15	DISCL PURSUANT TERRISM RISK INS. ACT	\$ 192
*IL8384A	01-08	TERRORISM NOTICE	
*IL8576	09-09	MEDICARE IMPT NOTICE TO POLICYHOLDER	

DATE OF ISSUE: 12/21/16

FORM: IL7131A (ED. 04-01)

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5D39162 1801



EMPLOYERS MUTUAL CASUALTY COMPANY (15539) POLICY NUMBER: 5H3-91-62---18
SCHMADER ELECTRIC CONSTRUCTION EFF DATE: 01/01/17 EXP DATE: 01/01/18

THIS DISCLOSURE IS ATTACHED TO YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS DISCLOSURE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO
TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts) \$194.00

A. Disclosure Of Premium:

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorism acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this disclosure or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses:

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. For losses occurring in 2015, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. Beginning on January 1, 2016, the federal share will decrease by one percentage point per calendar year until equal to 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The following statement is required to be part of the disclosure notice in MISSOURI:

The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.

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DATE OF ISSUE: 12/21/16

FORM: IL8383.2A(01-15)

007 JO

5H39162 1801



EMPLOYERS MUTUAL CASUALTY COMPANY (15539)

N A M E D I N S U R E D E N D O R S E M E N T

POLICY PERIOD: FROM 01/01/17 TO 01/01/18

* POLICY NUMBER *
* 5 H 3 - 9 1 - 6 2---18 *

N A M E D I N S U R E D :

P R O D U C E R :

SCHMADER ELECTRIC CONSTRUCTION
CO., INC.
1743 HIGHWAY 275
WEST POINT NE 68788-3557

THE HARRY A KOCH CO
FIRST INSURANCE GROUP LLC
PO BOX 45279
OMAHA NE 68145-0279

DIRECT BILL

AGENT: AB 7818
AGENT PHONE: (402)861-7000
CLYDE R. WILBERGER
CLAIM REPORTING: (888)362-2255
SERVICING CARRIER: (402)951-8300

T H I S E N D O R S E M E N T C H A N G E S T H E P O L I C Y .
P L E A S E R E A D I T C A R E F U L L Y .

* ENDORSEMENT EFFECTIVE DATES: 01/01/17 TO 01/01/18 *

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE NAMED INSURED
IS AMENDED TO READ AS FOLLOWS:

1ST NAMED INSURED:
SCHMADER ELECTRIC CONSTRUCTION COMPANY, INC.

NO. 02:
SCHMADER ELECTRIC CONSTRUCTION & EXCAVATION CO., INC.

NO. 04:
SCHMADER HOLDING INC.

NO. 05:
SCHMADER MANAGEMENT SERVICES, INC

PLACE OF ISSUE: OMAHA, NE
DATE OF ISSUE: 12/21/16
FORM: IL7130A (ED. 04-01)

007 JO

5H39162 1801

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

Any or All persons or organizations subject to a written contract requiring such a waiver agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)



EMPLOYERS MUTUAL CASUALTY COMPANY (15539)

POLICY NUMBER: 5H3-91-62---18

SCHMADER ELECTRIC CONSTRUCTION

EFF DATE: 01/01/17

EXP DATE: 01/01/18

WORKERS COMPENSATION POLICY
DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*0405B	08-15	PRIVACY NOTICE	
*0417A	-	SPECIAL INTEREST/ADD.NAMED INSUREDS	
*1150	06-16	QUESTIONS & ANSWERS ABOUT WC LAWS	
*IL7004	09-16	MUTUAL POLICY PROVISIONS	
*IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL7447	05-15	NOTICE OF CANCEL W/WRITTEN CONTRACT	
*IL8383.2A	01-15	DISCL PURSUANT TERRSM RISK INS. ACT	\$ 194
*IL8576	09-09	MEDICARE IMPT NOTICE TO POLICYHOLDER	
*WC000000C	01-15	WC AND EMPLOYERS LIABILITY INSURANCE	
*WC000301A	02-89	ALTERNATE EMPLOYER ENDORSEMENT ALTERNATE EMPLOYER: ARCHER DANIELS MIDLAND CO., & ITS SUBSIDIARIES AND AFFILIATES ADDRESS: PO BOX 1407 DECATUR, IL 62525 STATE OF SPECIAL OR TEMPORARY EMPLOYMENT: NE CONTRACT OR PROJECT: ADM PROJECT	
*WC000302	04-84	DESIGNATED WORKPLACES EXCLUSION THE POLICY DOES NOT COVER WORK CONDUCTED AT OR FROM: ANY PROJECT COVERED BY OCIP AGREEMENT	
*WC000310	04-84	SOLE PROPRIETORS/PARTNERS/OFFICERS SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS INCLUDED BELOW (NAME, TYPE & STATE): FIRST NAME: DALE LAST NAME: SCHMADER PERSON: OFFICERS STATE(S):NE FIRST NAME: MARLA LAST NAME: SCHMADER PERSON: OFFICERS STATE(S):NE	
*WC000313	04-84	WAIVER OF OUR RIGHT TO RECOVER "ANY OR ALL PERSONS OR ORGANIZATIONS SUBJECT TO A WRITTEN CONTRACT REQUIRING SUCH A WAIVER AGREEMENT"	
*WC000406A	07-95	PREMIUM DISCOUNT ENDORSEMENT	
*WC000414	07-90	NOTIFICATION OF CHANGE IN OWNERSHIP	
*WC000419	01-01	PREMIUM DUE DATE ENDORSEMENT	

DATE OF ISSUE: 12/21/16

FORM: IL7131A (ED. 04-01)

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(CONTINUED)

5H39162 1801



EMPLOYERS MUTUAL CASUALTY COMPANY (15539)

POLICY NUMBER: 5H3-91-62---18

SCHMADER ELECTRIC CONSTRUCTION

EFF DATE: 01/01/17

EXP DATE: 01/01/18

WORKERS COMPENSATION POLICY
DECLARATIONS

=====
ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*WC000421D	01-15	CATASTROPHE O/T CERT ACTS TERRORISM	
*WC000422B	01-15	TERRORISM REAUTHORIZATION ACT END.	
*WC000424	01-17	AUDIT NONCOMPLIANCE CHARGE STATE(S): IA, NE BASIS OF AUDIT NONCOMPLIANCE CHARGE: ESTIMATED ANNUAL PREMIUM MAXIMUM AUDIT NONCOMPLIANCE CHARGE MULTIPLIER: 2.000	
*WC260402	01-95	NE CONTRACTORS CLASS PREM ADJUSTMENT	
*WC260601C	07-96	NE CANCELLATION & NONRENEWAL ENDST	
*WC7003A	09-86	WORKERS COMPENSATION SCHEDULE	
*WC7005	07-11	WC QUICK REFERENCE	
*WC8065	02-08	NE-PREMIUM CREDIT APPLICATION	
*WC8130	10-14	IMPORTANT NOTICE	

DATE OF ISSUE: 12/21/16

FORM: IL7131A (ED. 04-01)

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5H39162 1801



EMPLOYERS MUTUAL CASUALTY COMPANY (15539) PRIOR POLICY: 5H3-91-62-17
 RENEWAL INFORMATION PAGE WC000001A
 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

THIS INFORMATION PAGE ALONG WITH THE 'POLICY * POLICY NUMBER *
 PROVISIONS' COMPLETES THE NUMBERED POLICY. * 5 H 3 - 9 1 - 6 2---18 *

ITEM 1

N A M E D I N S U R E D : P R O D U C E R :

 SCHMADER ELECTRIC CONSTRUCTION THE HARRY A KOCH CO
 CO., INC. FIRST INSURANCE GROUP LLC
 1743 HIGHWAY 275 PO BOX 45279
 WEST POINT NE 68788-3557 OMAHA NE 68145-0279

DIRECT BILL

AGENT: AB 7818
 AGENT PHONE: (402)861-7000
 CLYDE R. WILBERGER
 CLAIM REPORTING: (888)362-2255
 SERVICING CARRIER: (402)951-8300

 THIS POLICY RENEWAL IS OFFERED CONTINGENT UPON THE RECEIPT OF PAYMENT
 WHICH IS DUE ON 02/01/17.

PHONE NUMBER: 402-372-2474
 INSURED IS: CORPORATION
 BUS DESC: ELECTRICAL CONTRACTOR
 INTRASTATE ID: 260153005
 FED. EMPLOYER'S ID: 470834117
 IA UNEMPLOYMENT ACCOUNT NUMBER: 250460
 SIC CODE: 1623

 ITEM 2 POLICY PERIOD:12:01 A.M.,STANDARD TIME AT THE INSURED'S MAILING ADDRESS
 FROM: JAN/01/17 TO: JAN/01/18

ITEM 3

- A. WORKERS' COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS' COMPENSATION LAW OF THE STATES LISTED HERE; IA, NE
- B. EMPLOYERS' LIABILITY INS.: PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3.A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE
 - BODILY INJURY BY ACCIDENT \$ 1,000,000 EACH ACCIDENT
 - BODILY INJURY BY DISEASE \$ 1,000,000 EACH EMPLOYEE
 - BODILY INJURY BY DISEASE \$ 1,000,000 POLICY LIMIT
- C. OTHER STATES INS: PART THREE OF THE POLICY APPLIES TO ALL STATES EXCEPT ME, ND, OH, WA, WY, AND STATES DESIGNATED IN ITEM 3.A SHOWN ABOVE.
- D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES:
 - 0405B(08/15)*, 0417A*, 1150(06/16)*, IL7004(09/16)*, IL7130A(04/01)*,
 - IL7131A(04/01)*, IL7447(05/15)*, IL8383.2A(01/15)*, IL8576(09/09)*,
 - WC000000C(01/15)*, WC000301A(02/89)*, WC000302(04/84)*,
 - WC000310(04/84)*, WC000313(04/84)*, WC000406A(07/95)*,
 - WC000414(07/90)*, WC000419(01/01)*, WC000421D(01/15)*,
 - WC000422B(01/15)*, WC000424(01/17)*, WC260402(01/95)*,
 - WC260601C(07/96)*, WC7003A(09/86)*, WC7005(07/11)*, WC8065(02/08)*,
 - WC8130(10/14)*

ITEM 4

 THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF . ESTIMATED
 RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION. ANNUAL

COPYRIGHT 1983 NATIONAL COUNCIL ON COMPENSATION INSURANCE
 ISSUED FROM: EMC INSURANCE CO, PO BOX 2070, OMAHA, NE 68103

DATE OF ISSUE: 12/21/16 (BPP) COUNTERSIGNED BY: DATE:
 FORM WC7002A 09/86 (BPP) ANN RATING DATE: 01/01/17 007 JO 5H39162 1801



PAGE 2

EMPLOYERS MUTUAL CASUALTY COMPANY
SCHMADER ELECTRIC

POLICY NUMBER: 5H3-91-62---18
EFF DATE: 01/01/17 EXP DATE: 01/01/18
WC000001A

REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT. . PREMIUM

SEE CLASSIFICATION OF OPERATIONS SCHEDULE ATTACHED		.	
PREMIUM SUBTOTAL - SEE SCHEDULE ATTACHED		.\$	57,288.00
ADJUSTMENT FOR DEBIT/CREDIT SCHEDULE MODIFICATION		.\$.00
FLEXIBLE RATING ADJUSTMENT DEBIT/CREDIT		.\$	8,535.00
LESS: ESTIMATED PREMIUM DISCOUNT		.\$	-5,081.00
BLANKET WAIVER OF OUR RIGHT TO RECOVER		.\$	400.00
EXPENSE CONSTANT		.\$	250.00

MINIMUM PREMIUM \$1020	ESTIMATED POLICY PREMIUM	.\$	61,392.00
IOWA		.	

TOTAL ESTIMATED POLICY PREMIUM		.\$	61,392.00
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INTERIM ADJUSTMENTS WILL BE MADE: ANNUALLY

COPYRIGHT 1983 NATIONAL COUNCIL ON COMPENSATION INSURANCE
ISSUED FROM: EMC INSURANCE CO, PO BOX 2070, OMAHA, NE 68103

DATE OF ISSUE: 12/21/16 (BPP) COUNTERSIGNED BY: DATE:

FORM WC7002A 09/86 (BPP) ANN RATING DATE: 01/01/17 007 JO 5H39162 1801



EMPLOYERS MUTUAL CASUALTY COMPANY (15539)

POLICY NUMBER: 5H3-91-62---18

SCHMADER ELECTRIC CONSTRUCTION

EFF DATE: 01/01/17

EXP DATE: 01/01/18

WORKERS COMPENSATION POLICY
DECLARATIONS

=====
ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*0405B	08-15	PRIVACY NOTICE	
*0417A	-	SPECIAL INTEREST/ADD.NAMED INSUREDS	
*1150	06-16	QUESTIONS & ANSWERS ABOUT WC LAWS	
*IL7004	09-16	MUTUAL POLICY PROVISIONS	
*IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL7447	05-15	NOTICE OF CANCEL W/WRITTEN CONTRACT	
*IL8383.2A	01-15	DISCL PURSUANT TERRSM RISK INS. ACT	\$ 194
*IL8576	09-09	MEDICARE IMPT NOTICE TO POLICYHOLDER	
*WC000000C	01-15	WC AND EMPLOYERS LIABILITY INSURANCE	
*WC000301A	02-89	ALTERNATE EMPLOYER ENDORSEMENT ALTERNATE EMPLOYER: ARCHER DANIELS MIDLAND CO., & ITS SUBSIDIARIES AND AFFILIATES ADDRESS: PO BOX 1407 DECATUR, IL 62525 STATE OF SPECIAL OR TEMPORARY EMPLOYMENT: NE CONTRACT OR PROJECT: ADM PROJECT	
*WC000302	04-84	DESIGNATED WORKPLACES EXCLUSION THE POLICY DOES NOT COVER WORK CONDUCTED AT OR FROM: ANY PROJECT COVERED BY OCIP AGREEMENT	
*WC000310	04-84	SOLE PROPRIETORS/PARTNERS/OFFICERS SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS INCLUDED BELOW (NAME, TYPE & STATE): FIRST NAME: DALE LAST NAME: SCHMADER PERSON: OFFICERS STATE(S):NE FIRST NAME: MARLA LAST NAME: SCHMADER PERSON: OFFICERS STATE(S):NE	
*WC000313	04-84	WAIVER OF OUR RIGHT TO RECOVER "ANY OR ALL PERSONS OR ORGANIZATIONS SUBJECT TO A WRITTEN CONTRACT REQUIRING SUCH A WAIVER AGREEMENT"	
*WC000406A	07-95	PREMIUM DISCOUNT ENDORSEMENT	
*WC000414	07-90	NOTIFICATION OF CHANGE IN OWNERSHIP	
*WC000419	01-01	PREMIUM DUE DATE ENDORSEMENT	

DATE OF ISSUE: 12/21/16

(CONTINUED)

FORM: IL7131A (ED. 04-01)

007 JO

5H39162 1801



PAGE NO: 2

EMPLOYERS MUTUAL CASUALTY COMPANY (15539)

POLICY NUMBER: 5H3-91-62---18

SCHMADER ELECTRIC CONSTRUCTION

EFF DATE: 01/01/17

EXP DATE: 01/01/18

W O R K E R S C O M P E N S A T I O N P O L I C Y
D E C L A R A T I O N S

=====

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*WC000421D	01-15	CATASTROPHE O/T CERT ACTS TERRORISM	
*WC000422B	01-15	TERRORISM REAUTHORIZATION ACT END.	
*WC000424	01-17	AUDIT NONCOMPLIANCE CHARGE STATE(S): IA, NE BASIS OF AUDIT NONCOMPLIANCE CHARGE: ESTIMATED ANNUAL PREMIUM MAXIMUM AUDIT NONCOMPLIANCE CHARGE MULTIPLIER: 2.000	
*WC260402	01-95	NE CONTRACTORS CLASS PREM ADJUSTMENT	
*WC260601C	07-96	NE CANCELLATION & NONRENEWAL ENDST	
*WC7003A	09-86	WORKERS COMPENSATION SCHEDULE	
*WC7005	07-11	WC QUICK REFERENCE	
*WC8065	02-08	NE-PREMIUM CREDIT APPLICATION	
*WC8130	10-14	IMPORTANT NOTICE	

DATE OF ISSUE: 12/21/16

FORM: IL7131A (ED. 04-01)

007

JO

5H39162 1801

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Suzanne Ideus Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	SMIdeus@lincoln.ne.gov	Contact	Suzanne Ideus, Assistant Purchasing Agent	Contact
Phone	(402) 441-7414	Department		Department
Fax	(402) 441-6513	Building		Building
Bid Number	17-073 Addendum 3		Suite 200	Floor/Room
Title	Outdoor Warning Siren	Floor/Room		Telephone
Bid Type	Bid	Telephone	1 (402) 441-7414	Fax
Issue Date	2/22/2017 05:01 PM (CT)	Fax	1 (402) 441-6513	Email
Close Date	3/10/2017 12:00:00 PM (CT)	Email	SMIdeus@lincoln.ne.gov	

Supplier Information

Company	SCHMADER ELECTRIC CONSTRUCTION INC
Address	1743 HWY 275
	WEST POINT, NE 68788
Contact	MARLA SCHMADER
Department	
Building	
Floor/Room	
Telephone	(402) 372-2474
Fax	(402) 372-3032
Email	schmelec@hotmail.com
Submitted	3/7/2017 03:08:04 PM (CT)
Total	\$26,975.00

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

Signature Marla Schmader

Email seccinc@schmaderelectric.com

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, there are several options. 1) Click the "Help" button in the upper right hand corner of any screen; 2) Contact the Purchasing Office at 402-441-8103 for additional assistance.

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html</p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	No
2	Instructions to Bidders	I acknowledge reading, understanding and agree to the Instructions to Bidders.	Yes
3	Insurance Requirements and Endorsements	<p>Vendor agrees to the applicable terms listed in the Insurance Clause document including the submission of the Certificate of ACCORD and the following endorsements:</p> <ol style="list-style-type: none">1. Additional Insured - LISTED ENTITY.2. Workers Compensation - Waiver of Subrogation. <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p>	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	Proprietary Information for Bids/Quotes/RFP's	I have read, understand and agree to the information outlined in the "Proprietary Information for Bids/Quotes/RFP's.	Yes
6	Specifications	I acknowledge reading, understanding and agree to the specifications.	Yes

7	Sample Contract	I acknowledge reading, understanding and agree to the sample contract.	Yes
8	Purchase Order, Contract and Delivery Contact	The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.	MARLA SCHMADER
9	Project Completion	Contractor agrees that the Work in this Contract shall begin as soon after the Notice to Proceed, which is estimated to be on or around March 20, 2017, as is necessary for the Contractor to complete the work by May 31,2017. If unable to meet this timeline, you must indicate so in the Supplier Notes or on an attached document in the Response Attachment section of your Ebid response. Provide the timeline you propose and the County may consider it.	MAY 20-31, 2017
10	Federal Bidding Documents and Compliance	I have read and understand the Federal Forms attached to this bid and hereby agree to comply with the provisions as they are listed in the forms.	Y
11	Small Business Information	The City of Lincoln wishes to foster small business participation in its bids for products and services purchased. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.(If you are unsure of your status as a Small Business, please refer to the NAICS list attached to the Bid Attachment section.) 1) Are you a Small Business according to the NAICS size guidelines? YES or NO? If YES, what is the category you are listed under, the number of employees you have and the average annual receipts? 2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? YES or NO If YES, name the Sub-Contractors in the space provided. 3) If you are not a Small Business, are you willing to provide subcontracting opportunities of the type/size that small businesses, including DBE's, can reasonably perform? YES or NO If NO, why?	1) YES 20 employees/\$5 million 2) NO
12	Protest Procedures - Fed Grant	I acknowledge that I have read and understand the County's Protest procedures. I further recognize that in the event a protest is denied by the County, I may file a protest with the Federal Grant Provider after exhausting all administrative remedies with the County. For further information on a protest, a Vendor may contact the City/County Purchasing Agent.	Yes
13	Performance/Payment Bonds	I acknowledge and agree that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes

- 14 Bid Bond Submission - County I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the Lancaster County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT! I have faxed my bid bond.
- 15 Standard Specifications for Municipal Construction I acknowledge reading and understanding the current City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans (including General Provisions and Requirements, and Material and Construction Specifications) View at:
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm> Yes
- 16 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
- 17 References Provide at least three (3) references for successfully installed units of the same brand and model being bid:
Reference 1
Company Name: _____
Contact Name: _____
Item Installed: _____
Project Date: _____
Phone Number: _____
Reference 2
Company Name: _____
Contact Name: _____
Item Installed: _____
Project Date: _____
Phone Number: _____
Reference 3
Company Name: _____
Contact Name: _____
Item Installed: _____
Project Date: _____
Phone Number: _____
1) Richardson County Ty Windle 2001-130 2/15/2017 402-245-2446
2) Falls City Ty Windle 2001-130 402-245-2446 3) City of Lincoln/Lancaster Jim Davidsaver 2016 402-441-7441
- 18 View the Site Vendors are encouraged to view the site to ensure they understand the work to be completed as specified. Yes
- 19 Work Schedule Our company has attached a work schedule detailing all installation steps and included the time frame consistent with the completion date in the Response Attachment Section. Yes

20	Liquidated Damages	Contractor agrees to compensate the County for late completion of the project \$300.00 "Per Day" for each calendar day the project extends beyond the date promised. This sum shall be considered as liquidated damages that the County will suffer by reason of said delay or default. The County shall have the right to deduct and retain the amount of such liquidated damages from any monies due or which may become due to the Contractor, or to initiate legal proceedings for the collection of same.	Yes
		In the event completion of the project shall be necessarily delayed due to strike, injunction, civil disturbances, government controls, or by reason of any cause or circumstances beyond the control of the Contractor, as detailed in writing by the Contractor, the project completion date shall be extended by a number of days to be determined in each instance by mutual agreement of the County and Contractor.	
21	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
22	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
23	Literature and Warranty	Our company has attached the items in the Supplier Response Attachment section as requested in the "Specifications" attachment under Section 2. LITERATURE AND WARRANTY. Indicate YES or NO: _____.	YES
24	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
25	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
26	Agreement to Addendum No. 3	*Addendum 3 is only to attach "Addendum No. 2 (Revised)". There is no new separate attachment for Addendum 3. Disregard previous Addendum No. 2. Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason:	Yes
27	Contact	Name of person submitting this bid:	MARLA SCHMADER
28	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Outdoor Warning Siren w/Solar Powered Charging Panels Price must include the Siren, Post, Charger, all accessories, installation and all other associated costs necessary to complete this project - See Specifications and "Attachment A" for equipment features and installation requirements.	\$26,975.00

Manufacturer: Federal Signal - Model 2001-130 or Equivalent

Item Notes: *Indicate in the Item Notes, the Brand, Model and type of equipment being bid.
*If bidding an equivalent item, attach complete product information showing equivalency in the Supplier Response attachment section of Ebid.

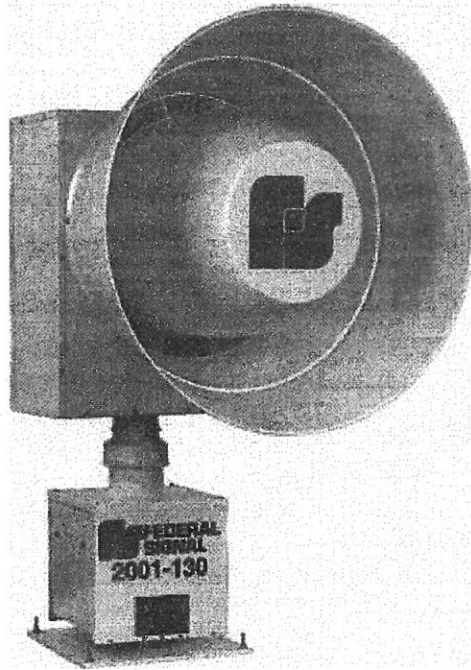
Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	Federal Signal Public Safety Systems
2	Model	List your model number of the product you are bidding.	2001-130 Siren with Solar option

Response Total: \$26,975.00

2001-130 SIREN



The Federal Signal 2001-130 public siren is a high power, rotating, uni-directional outdoor siren that offers an anechoic certified signal strength of 130 dB(C) +/- 1 dB(C) at 100 feet. The high-decibel output provides maximum coverage with minimum installation cost. Radio activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60 degree projection of sound which rotates at 3 RPM and can produce three signals options: steady, wail, and fast wail. The 2001-130 siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, AC operation, and AC operation with battery back-up, one-way and two-way radio control or landline.

Ideally suited to provide warning for hazardous weather conditions, fires, floods, chemical spills and other types of emergencies, the 2001-130 siren is a perfect choice to protect any community.

> Features

- 130 dB(C) output
- Directional, rotating siren for maximum coverage
- Three distinct warning signals
- Full battery operation or battery back-up
- Maintenance-free sealed bearing motors
- Weather-resistant coating
- Ideal for outdoor warning
- 5-year limited warranty



> Specifications

Power Requirements*		
Siren Motor	48V (DC or full wave rectified AC) 110 amps. (nom.)	
Rotator Motor	48V (DC or full wave rectified AC) 1 amps. (nom.)	
Wiring		
Siren Motor	2 AWG	
Rotator Motor	12 AWG	
Motor Type		
Siren	Series wound DC 6 Hp	
Rotator	Permanent magnet DC 1/8 Hp	
Signal Information		
Signal	Frequency Range	Sweep Rate
Steady	795 Hz	N.A.
Wail	470-705 Hz	10 sec.
Fast Wail	600-705 Hz	3.5 sec.
Signal Duration	3min. std. (programmable)	
Signal Output (SPL)	130 dB(C) +/- 1 dB(C) at 100' (30.5 m)	
Effective Range at 70dB(C)	6200ft	
Rotation	3 RPM	
Dimensions		
Height x Width x Depth	55" x 37" x 41"	
	140cm x 94cm x 10cm	
Weight		
Shipping Weight	450 lbs. (205 kg)	
Operating Temperature		
	-30°C to +60°C**	

* Power requirements refer to the power supplied by the batteries or optional AC operation through 2001TRB.

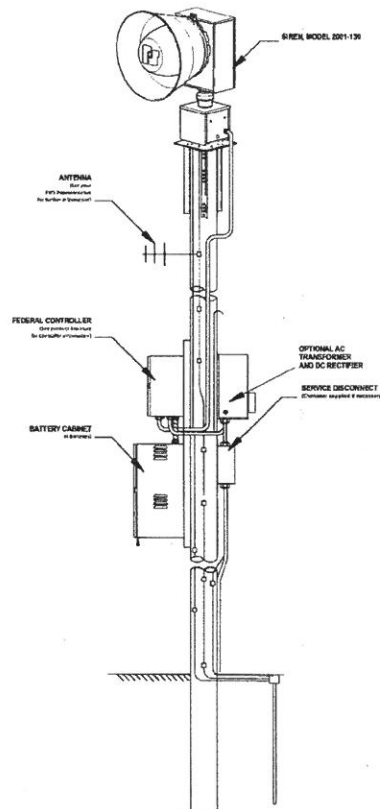
** The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher.

Ordering Information*	
Siren Motor	Rotating electro-mechanical Siren 130 dB(C) +/- 1dB(C), 48v DC, pole mount included
2001AC ¹	AC operated motor control, 208 or 220/240v AC (specify voltage) NEMA 3R control cabinet, two 48v DC contactors and transformer/rectifier, 182 lbs. 53 kg
2001DC ^{1,2}	120v AC motor control, NEMA4 control cabinet, four chargers, two 48v DC contactors and NEMA 3R battery cabinet. 224 lbs. 102 kg
Landline Option	
2001HR	Rotator holding relay for use with external timer

* 2001-130 Siren requires a Federal Controller such as FC or DFCB (See controller product literature)

¹ For use with Electro-mechanical sirens. Antenna and cable are not included with any radio activation control and must be purchased separately. (See your sales representative)

² Batteries not included. Four Delco Voyager Model M24MF batteries required.



FEDERAL SIGNAL
Public Safety Systems

2645 Federal Signal Drive, University Park, IL 60466-3195
800.548.7229 • federalwarningsystems.com

For more public safety information, visit federalwarning.com/publicsafety

**SPECIFICATIONS
OUTDOOR WARNING SIREN
REPLACEMENT**

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 The Lancaster County Emergency Management Agency (County) intends to enter into a contract with a Vendor to supply and install one (1) new complete Battery Powered Electro Mechanical Outdoor Warning Siren with solar panels for charging, as required by the County Emergency Management Agency.
- 1.2 The County is requesting pricing for the siren, all associated equipment and installation costs as Lump sum pricing in the Ebid Line item.
 - 1.2.1 Bidder's line item pricing in Ebid must be reflect the cost to supply and install the equipment and all related accessories .
- 1.3 The site of the installation shall be on the grounds of the Lancaster Event Center, 4100 N. 84th Street, Lincoln, NE 68507.
 - 1.3.1 The exact location in the area to be confirmed.
- 1.4 The County will require the awarded Vendor to install an outdoor warning Siren and related accessories on or before May 31, 2017.
 - 1.4.1 Failure to complete the project by the contract date shall result in the charging of liquidated damages according to the terms listed in the City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans – see the Attribute section of Ebid.
- 1.5 The term of this contract shall be from the date of execution until final completion which is requested by May 31, 2017.
- 1.6 Vendor must submit their bid via the Electronic Bidding System (E-Bid).
- 1.7 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Suzanne Ideus, Assistant Purchasing Agent (SMIdeus@lincoln.ne.gov) Or Fax: (402) 441-6513.
 - 1.7.1 These inquiries and/or responses shall be distributed to prospective bidders as an electronic addenda.
 - 1.7.2 The Lancaster County Purchasing Department shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.7.3 No direct contact is allowed between Vendor and other County staff throughout the bid process.
 - 1.7.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.8 Stated requirements are minimums, however, items which exceed these specifications in type and/or quality will be acceptable unless otherwise stated.
- 1.9 Vendor is responsible for acquiring and paying for any and all permits required by the governing authority.
- 1.10 Prices must include delivery, FOB destination, to the location listed in the Ebid system.

- 1.11 The brand, model and type of equipment being requested is listed in the Line Items of the Ebid.
 - 1.11.1 Vendors may bid an equivalent product if it is capable of remote monitoring with the same FC Controller that is currently monitoring the existing County sirens.
 - 1.11.2 The County shall make the final determination of equivalency based on the information provided by the Vendor, independent investigation and the evaluation factors listed herein.
- 1.12 Vendor is responsible for visiting the job site area and ensuring that they can perform the work as described herein.

2. LITERATURE AND WARRANTY

- 2.1 A statement of all applicable Siren Manufacturer's warranty terms and conditions shall be attached to the in the Supplier Response Attachment section of Ebid.
 - 2.1.1 Warranty cannot be less than a one (1) year on all parts and labor from the date of acceptance by the County.
 - 2.1.2 Warranty calls during the initial one (1) year warranty period must be performed within 24 hours of repair request – includes weekends and holidays.
 - 2.1.2.1 Vendor shall provide the contact name and address of the person responsible for the warranty service.
- 2.2 Siren Manufacturer's product literature and an itemized material list of all system components included in the price of the sirens shall accompany your bid, including a quantity and unit cost breakout.

3. SIREN INFORMATION

- 3.1 The current emergency preparedness system consists entirely of Federal Signal brand sirens, which is why it is the brand listed in the bid documents.
- 3.2 Federal Signal - **Model 2001-130 or equivalent** directional electro-mechanical sirens will be considered – See "**Attachment A**".
 - 3.2.1 Equipment shall also include the following salient characteristics:
 - 3.2.1.1 Solar Panels for charging system;
 - 3.2.1.2 Digital controller;
 - 3.2.1.3 Omni 152-156 MGHZ antenna;
 - 3.2.1.4 Antenna;
 - 3.2.1.5 Mounting Hardware; and
 - 3.2.1.6 Cable assembly and class 2 55-foot wooden pole including freight and installation.
- 3.3 For activation, the siren must be FSK capable and must be able to link to Federal Signal Command.
- 3.4 If bidding an equivalent product, it must be capable of remote monitoring with the same model FC controller that is currently monitoring the existing County sirens.
 - 3.4.1 Submit complete product information showing equivalency and attach such information to the Response Attachment section of their Ebid response.
 - 3.4.2 Failure to provide information in the bid showing equivalency may result in the rejection of said bid.

- 3.5 All items shall be new, top-grade and first quality, as set forth in the specifications.
- 3.6 Any item received damaged or imperfect in any way and/or found to be unsatisfactory for County use will be returned to the Vendor at the Vendor's cost, who shall then make a replacement at no charge or expense to the County within ten (10) days.
- 3.7 The County shall look to the Vendor for replacement and will not look to the shipper or carrier in any event in this regard.

4. INSTALLATION REQUIREMENTS

- 4.1 Vendors who are bidding shall submit with their bid response, a work schedule detailing all installation steps and include the time frame consistent with the completion date.
 - 4.1.1 This information will be typed and attached to the Vendor Response Attachments in the E-Bid.
- 4.2 Vendor shall carry out the services in such a manner as will not cause nuisance hazards and/or delays by providing sufficient equipment and labor to guarantee completion of the services in accordance with the time frames established.
- 4.3 The Vendor shall have final completion installation by May 31, 2017.**
- 4.4 Contractor shall notify the County immediately when the projects are ready for final hookup.
- 4.5 Vendor is to perform a complete test of the sirens to ensure the systems are functioning per manufacturers specifications.
 - 4.5.1 Testing shall be completed with the County Emergency Management Staff present to verify compliance with contract requirements.
 - 4.5.2 Payment will not be made until testing has been verified and approved by the County.
- 4.6 Each Vendor shall be a qualified and certified supplier/installer who is regularly engaged in the business of furnishing and installing the type of equipment being bid.
- 4.7 Each Vendor shall have at least three (3) available references of successful installed units of the same brand and model being bid.
 - 4.7.1 References shall provided in the Attribute section of Ebid.
- 4.8 Bids shall include all equipment for mounting sirens, poles and platforms as required, including hardware, shipping, installation and any permit costs.
 - 4.8.1 Any additional items deemed necessary by the bidder for a complete and functional system shall be supplied by the Vendor.
- 4.9 Site requires the installation of a 55' tall, class 2 wooden pole and mounting hardware as needed to correctly mount the sirens.
- 4.10 Install completely and fully integrate all necessary materials, supplies, equipment and labor to complete the installation and final testing.

5. COUNTY RESPONSIBILITIES

- 5.1 The Installation Vendor's detailed work schedule shall be approved by an authorized representative of the County, and may be amended by mutual agreement of the County and Contractor.
 - 5.1.1 For the purpose of this contract the county's authorized representative and Construction/Contract Administrator shall be:

Jim Davidsaver, Emergency Management Coordinator
Justice & Law Enforcement Center
233 So. 10th Street
Lincoln, NE 68508
Phone: 402-441-7441

6. **EVALUATION CRITERIA**

- 6.1 The award determination will be made in accordance with section 13. BID EVALUATION AND AWARD, 13.4 of the "Instructions to Bidders" and also with consideration given to the following factors:
- 6.1.2 The lowest, responsive and responsible Vendor will be judged on the basis of price, conformance to specifications, quality of work in previous jobs of same scope, ability to meet the schedules listed and all other requirements necessary to ensure the sirens and associated equipment operates according to manufacturer's claims and is compatible with the current system as stated above.
 - 6.1.3 The County reserves the right to consider historic information and fact, whether gained from the Vendor's proposal, references, or any other source, in the evaluation process.

END OF SPECIFICATIONS



2001-130 SIREN

> Features

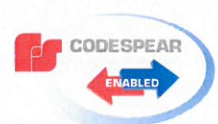


- 130 dB(C) output
- Directional, rotating siren for maximum coverage
- Three distinct warning signals
- Full battery operation or battery back-up
- Maintenance-free sealed bearing motors
- Weather-resistant coating
- Ideal for outdoor warning
- 5-year limited warranty

The Federal Signal 2001-130 public siren is a high power, rotating, uni-directional outdoor siren that offers an anechoic certified signal strength of 130 dB(C) +/- 1 dB(C) at 100 feet. The high-decibel output provides maximum coverage with minimum installation cost. Radio activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60 degree projection of sound which rotates at 3 RPM and can produce three signals options: steady, wail, and fast wail. The 2001-130 siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, AC operation, and AC operation with battery back-up, one-way and two-way radio control or landline.

Ideally suited to provide warning for hazardous weather conditions, fires, floods, chemical spills and other types of emergencies, the 2001-130 siren is a perfect choice to protect any community.



> Specifications

Power Requirements*		
Siren Motor	48V (DC or full wave rectified AC) 110 amps. (nom.)	
Rotator Motor	48V (DC or full wave rectified AC) 1 amps. (nom.)	
Wiring		
Siren Motor	2 AWG	
Rotator Motor	12 AWG	
Motor Type		
Siren	Series wound DC 6 Hp	
Rotator	Permanent magnet DC 1/8 Hp	
Signal Information		
Signal	Frequency Range	Sweep Rate
Steady	795 Hz	N.A.
Wail	470-705 Hz	10 sec.
Fast Wail	600-705 Hz	3.5 sec.
Signal Duration	3min. std. (programmable)	
Signal Output (SPL)	130 dB(C) +/- 1 dB(C) at 100' (30.5 m)	
Effective Range at 70dBC	6200ft	
Rotation	3 RPM	
Dimensions		
Height x Width x Depth	55" x 37" x 41" 140cm x 94cm x 10cm	
Weight		
Shipping Weight	450 lbs. (205 kg)	
Operating Temperature		
	-30°C to +60°C**	

* Power requirements refer to the power supplied by the batteries or optional AC operation through 2001TRB.

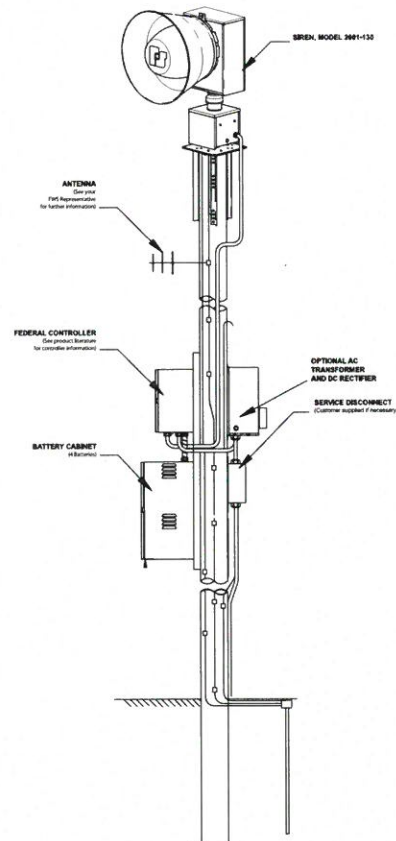
** The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher.

Ordering Information*	
Siren Motor	Rotating electro-mechanical Siren 130 dB(C) +/- 1dB(C), 48v DC, pole mount included
2001AC ¹	AC operated motor control, 208 or 220/240v AC (specify voltage) NEMA 3R control cabinet, two 48v DC contactors and transformer/rectifier, 182 lbs. 53 kg
2001DC ^{1,2}	120v AC motor control, NEMA4 control cabinet, four chargers, two 48v DC contactors and NEMA 3R battery cabinet. 224 lbs. 102 kg
Landline Option	
2001HR	Rotator holding relay for use with external timer

* 2001-130 Siren requires a Federal Controller such as FC or DFCEB (See controller product literature)

¹ For use with Electro-mechanical sirens. Antenna and cable are not included with any radio activation control and must be purchased separately. (See your sales representative)

² Batteries not included. Four Delco Voyager Model M24MF batteries required.



2645 Federal Signal Drive, University Park, IL 60466-3195
800.548.7229 • federalwarningsystems.com

For more public safety information, visit federalwarning.com/publicsafety

LANCASTER COUNTY

Employee Classification Act Requirements

WHEREAS, there is concern over the inappropriate competitive advantages in the public bidding process for local publicly funded construction and delivery service contracts resulting from the misclassification of individuals performing construction labor services as “independent contractors” rather than “employees”; such “independent contractors” are commonly referred to as “1099 workers” due to the IRS form they receive rather than a W-4 which an employee receives;

WHEREAS, this misclassification of such individuals as “independent contractors” rather than as “employees” eliminates any obligation to pay these individuals legally required minimum or overtime wages, to provide legally required workers’ compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit such individuals would typically receive if properly classified as employees;

WHEREAS, this misclassification of individuals performing construction labor services for the contractor as “independent contractors” rather than “employees” is a violation of federal and state law, but is difficult to enforce once public construction or delivery service contracts have been bid, awarded, and entered into;

WHEREAS, the use of public funds to compensate contractors who unlawfully avoid their obligation to pay legally required minimum or overtime wages, to provide legally required workers’ compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit is not in the public interest; and

WHEREAS, the Employee Classification Act, Neb. Rev. Stat. §§ 48-2901 to 48-2912 (effective July 15, 2010) provides that any contract entered into between a political subdivision and a contractor shall require that each contractor who performs construction or delivery service pursuant to the contract submit to the political subdivision an affidavit attesting that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a federal I-9 immigration form and has

such form on file for each employee performing service, (3) such contractor has complied with Neb. Rev. Stat. § 4-114 requirements that the contractor register and use a federal immigration employment verification system to determine the work eligibility status of new employees physically performing services in the State of Nebraska, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to § 48-2912 of the Employee Classification Act.

NOW, THEREFORE, Lancaster County adopts the following policy as to the bid and award of contracts to contractors for construction and delivery services with Lancaster County”

The Purchasing Agent shall immediately include in the County’s notice to bidders for construction contracts that all contractors submitting bids in response to the notice shall affirmatively certify to the Purchasing Agent that all individuals hired to perform construction or delivery labor services for the contractor under the contract shall be properly classified as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under federal and state law (including the requirements of the State of Nebraska Employee Classification Act), and that the contractor will comply with all legal obligations with respect to these employees (including, but not limited to, minimum and overtime pay, workers’ compensation, unemployment compensation, and payment of federal and state payroll taxes). The notice to bidders shall further provide that contractors may use affidavits required pursuant to the Employee Classification Act for this purpose, but that a failure to make the affirmative certification to the Purchasing Agent shall render the bidder ineligible for award of the contract.

The Purchasing Agent shall immediately include the following provisions in contracts for construction or delivery services:

(1) Contractor agrees that each individual performing services for the contractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska’s Employee Classification Act and that contractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers’ compensation, unemployment compensation, and payment of federal and state payroll taxes).

(2) Contractor understands and agrees that failure to classify each individual hired to

perform services under the contract as an employee rather than as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a ground for rescission of the Contract by the County.

(3) Contractor additionally agrees to include the following provision in each subcontract entered into with a subcontractor as part of the contractor's contract with the County:

(a) Subcontractor agrees that each individual performing services for the subcontractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that subcontractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(b) Subcontractor understands and agrees that subcontractor's failure to properly classify individuals hired to perform services under the subcontract as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligation with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a ground for rescission of the subcontract with the contractor.

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employees, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of

the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the Lincoln-Lancaster County Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the County and is a ground for rescission of the contract by the County.

(5) The County shall notify the Nebraska Department of Labor of any contractor or subcontractor it has determined is in breach of contract due to the terms of this order.

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the County under the State of Nebraska's Employee Classification Act shall be referred to the Purchasing Agent of the County who shall determine whether to declare such contractor or subcontractor an irresponsible bidder who shall be disqualified from receiving any business from the County for a stated period of time.

(7) This policy does not prohibit a contractor or subcontractor from hiring individuals to perform construction labor services as independent contractors, provided that the contractor's or subcontractor's use of such individuals as an independent contractor complies with the criteria found in subdivision 5 of Neb. Rev. Stat. § 48-604 and is otherwise valid under federal and state law and is not intended to circumvent lawful obligations under federal and state law or county contractual requirements.

**APPENDIX II TO PART 200—CONTRACT
PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL
AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors

and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States'''). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of ``funding agreement'' under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ``funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ``Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- (I) Debarment and Suspension (Executive Orders 12549 and 12689)—A

contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ``Debarment and Suspension.'' The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (K) See § 200.322 Procurement of recovered materials.

LANCASTER COUNTY, NEBRASKA

Bid Protests; Definitions; Appeals.

(a) Definitions.

- (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the County to another party, or by the failure of the County to award a contract to such actual or prospective bidder.
- (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification preparation, bid solicitation, and intent to award, for the acquisition of supplies or services.
- (3) Protester shall mean an interested party who has filed a protest pursuant to subsection (b).
- (4) Procurement Appeals Board shall mean the independent panel of five unbiased individuals, appointed by the Mayor of the City of Lincoln and currently serving on behalf of the Lincoln/Lancaster County Purchasing Department, which individuals have a thorough knowledge of the purchasing process and practices, and laws applicable thereto. Members of such board have been appointed for three-year, staggered terms.

(b) Right to Protest. An interested party may protest to the Purchasing Agent, which protest shall be submitted in writing on company letterhead. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening. In all other cases, the protest must be filed within five working days following the bid opening or if the protest is based on the selection of the lowest responsible bidder, not later than five working days following the selection of the lowest responsible bidder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest".

The written protest shall include, at a minimum, the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A statement of reasons for the protest;
- (4) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.

Upon timely receipt of a protest, the County shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract until the Purchasing Agent has resolved the protest or the Procurement Appeals Board has made a decision on the protest.

(c) Authority to Resolve Protests. Prior to the commencement of an appeal to the Procurement Appeals Board concerning any protest, the Purchasing Agent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within five working days. The decision shall (1)

state the reasons for the action taken, and (2) inform the interested party of their right to administrative review as provided by the Procurement Appeals Board. A copy of the decision shall be mailed or otherwise furnished immediately to the protester and all other bidders. If not satisfied with the decision of the Purchasing Agent, any protester may appeal to the Procurement Appeals Board, but the decision shall be final unless the protester files a timely appeal with the County Clerk.

(d) Appeal Procedures. Any protester, within five working days of receipt of a decision of the Purchasing Agent, may file with the County Clerk a written notice of appeal for a hearing before the Procurement Appeals Board. The Notice of Appeal must clearly state the action protested and the basis of appeal.

Upon receipt of an appeal from a protester, the Procurement Appeals Board shall convene, in person or by video teleconferencing, within ten working days or as soon thereafter as reasonably possible to conduct an administrative review of the appeal. The Procurement Appeals Board shall decide whether the solicitation being appealed was in accordance with the applicable laws and regulations and the terms and conditions of all applicable specifications, and whether waiver of specifications, conditions or defects in a bid, if any, were justified and in the best interest of the County.

Within ten working days of hearing such appeal, the Procurement Appeals Board shall submit its findings and recommendations to the Lancaster County Board of Commissioners. If all five members of the Procurement Appeals Board are present, an affirmative vote of three shall be required for final action. If only three members are present, only an affirmative vote of two shall be required for final action. Should it become impossible to obtain a quorum of three members, the appeal shall proceed directly to the County Board without Procurement Appeals Board action.

No determination by the Procurement Appeals Board concerning an issue of law or fact shall be final or binding on the County.

(e) Finality of Decision. The County Board shall consider the recommendations of the Purchasing Agent, the Procurement Appeals Board, and the Department Head or agency for which the solicitation was made and shall make the final decision on the protest. The County Board's decision shall be final and binding upon the County.

In furtherance of Neb. Rev. Stat. §84-712 et seq., all proposals or responses received may be subject to a public records request. Responses to public records requests may include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The City and/or County will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a City and/or County determination that information is proprietary, the City and/or County will consider all information a public record subject to release regardless of any assertion that the information is proprietary. If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in nondisclosure. To facilitate such public postings, with the exception of proprietary information, the City of Lincoln and/or Lancaster County reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this bid/RFP, specifically waives any copyright or other protection the contract, proposal, or response to the bid/RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the bid/RFP being found nonresponsive and rejected. Any entity awarded a contract or submitting a proposal or response to the bid/RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the City and/or County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the City and/or County, arising out of, resulting from, or attributable to the releasing of the contract or the proposals and responses to the RFP, awards, and other documents in accordance with the state public records laws.

ADDENDUM #1
ISSUE DATE: 03/06/17
RFP 17-073
Outdoor Warning Siren

Addenda are instruments used by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

ITEM 1 – Line Item

Additional language has been added to the Line Item in Ebid.

ITEM 2 – Attribute Section:

The Attribute section of Ebid has been changed.

All other terms and conditions shall remain unchanged.

Dated 6th Day of March 2017

Suzanne Ideus
Assistant Purchasing Agent

ADDENDUM #2
ISSUE DATE: 03/07/17
BID 17-073
Outdoor Warning
Siren

Addenda are instruments used by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

ITEM 1 – Specifications

The word "REPLACEMENT" has been removed from the project title within the Specifications Attachment in Ebid. The Outdoor Warning Siren is a new item being furnished and installed at the said location. It is not replacing an existing one.

ITEM 2 – Closing Date Extended

The Bid closing date has been extended to Noon on Friday, March 10, 2017

ITEM 3 – Miscellaneous Information

The project is "BID 17-073", disregard any reference to an in a previous Addendum RFP.

ITEM 4 – Attribute Section in Ebid

The "Project Completion" attribute in Ebid has been changed to reflect that the Notice to Proceed is estimated to be on or around March 20, 2017. The remainder of the language in the Attribute remains the same.

Other items have been added to the Attribute section of Ebid.

All other terms and conditions shall remain unchanged.
Dated this 7th Day of March 2017

Suzanne Ideus
Assistant Purchasing Agent

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA

PURCHASING DIVISION

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 Lancaster County, hereinafter referred to as "County", 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.

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 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternate bids 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 County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County 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 County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding 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 bidding documents, the bid attributes, the bid attachments, and the bid has been submitted 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. INDEPENDENT PRICE DETERMINATION

- 4.1 By 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.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 5.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 5.3 Changes made to the bidding 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.
- 5.4 Oral interpretations or changes to the bidding documents made in any manner other than written form, will not be binding on the County; and Bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are instruments issued by the County prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 6.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 6.3 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.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the advertised date and the contract award, Bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

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 County 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. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, 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 and explain by item number from the bidding 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 County's 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 County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If items are small and mailable, and 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 County 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. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves 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 or merchandise F.O.B. to the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County 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 meet 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 County, 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 County. Replacement parts of defective components shall be shipped at no cost to the County. 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 bid 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 County; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the County 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 Lancaster County, Nebraska, as required by the bidding 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 County 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 responsive, responsible Bidder whose bid will be most advantageous to the County, and as the County deems will best serve the requirements and interests of the County.
- 13.5 The County 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 irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, 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 County. 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 County reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid 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, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the Bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by 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 County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County 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 County 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 bid 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.
- 16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes 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, stating 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 Each Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 The successful Bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful Bidder's equal opportunity policies, procedures and practices.
- 18.4 The 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 County contracts (see *Insurance Clause for All County Contracts*).

20. EXECUTION OF CONTRACT

- 20.1 Depending on the type of service 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. This contract shall consist of a 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. County will furnish 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 and dated.
 - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 3. The County will sign and date the Contract and submit the Contract to the County Board of Commissioners for approval and signature.
 - 4. Upon approval and signature, the County will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The County is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

22. E-VERIFY

- 22.1 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 INSTRUCTIONS AND EXAMPLES

The City of Lincoln, Lancaster County and the Lincoln/Lancaster County Public Building Commission recently updated the insurance requirements for services conducted on the premises. Please note that coverage amounts and other terms are now consistent for all three entities. Vendors must now provide a minimum of a Certificate of Accord and Endorsement for Additional Insured completed as shown in the attached Example documents. All companies which are not exempt from Workers Compensation insurance must also complete an endorsement as shown. Please make special note of the following:

Certificate of Liability Insurance

must be completed as shown in the example attached. Bid documents or Department Staff will specify which entity/s are to be listed. All other information including coverage amounts must also be completed as listed in the INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY, AND PUBLIC BUILDING COMMISSION CONTRACTS document. Failure to complete this document as required will result in a delay in getting contracts issued until the proper information has been received.

Additional Insured Endorsement

completed as shown in the example attached. Bid documents or Department Staff will specify which entity/s are to be listed in this section. The Vendors Company Name and Policy Number must be completed by the Insurer in the space provided. Failure to complete this document as required will result in a delay in getting contracts issued until the proper information has been received.

Workers Compensation Endorsement -

completed as shown in the example attached. Bid documents or Department Staff will specify which entity/s are to be listed in this section. The Vendors Company Name, Policy Number and other information requested at the bottom of the page must be completed by the Insurer in the space provided. Failure to complete this document as required will result in a delay in getting contracts issued until the proper information has been received.

If you or your insurance carriers have questions regarding these requirements, please email Brienne at bcrooks@lincoln.ne.gov or call 402-441-7417.

Thank you.
City/County Purchasing

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

1. Insurance; Coverage

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 Agreement. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$10,000.00 per occurrence.

1.1 Workers' Compensation

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. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation. 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.

1.2 Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. 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 and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. 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 description of operations must state "Blanket 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.

1.3 Automobile Liability

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

1.4 Builder's Risk Insurance (Required only if appropriate)

The Contractor shall purchase and maintain property insurance upon the entire work at the site as provided by Contract, 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. In the event the Contractor procures the builder's risk policy herein, the Contractor shall provide an endorsement to the City/County/PBC, in a form approved by the City/County/PBC demonstrating additional insured coverage for the City/County/PBC. Approval of such endorsement shall not be unreasonably withheld by the City/County/PBC.

**Coverage required whenever work under contract involves construction or repair of a building structure or bridge.*

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

To the extent provided in the Contract, 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.

1.5 Pollution Liability (Required only if appropriate)

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.

**Coverage required whenever work under contract involves pollution risk to the environment.*

1.6 Professional Liability (Required only if appropriate)

Professional Liability Insurance covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, 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 for which the Contractor.

**Required whenever 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.*

1.7 Railroad Contractual Liability Insurance (Required only if appropriate)

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. Contractual Liability Endorsement (ISO® form CG24170196 or newer) must be provided. 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.

1.7.1 Railroad Protective Liability (Required only if appropriate)

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.

1.8 Errors and Omissions; Professional Liability; Cyber Insurance (Required only if appropriate)

The Contractor shall maintain in an amount not less than \$1,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual property (except patent and trade secret) in the performance of services for the City/County/PBC or on behalf of the City/County/PBC hereunder. Contractor's policy should also include network risk / cyber coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense). Such insurance shall be maintained in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement. The City/County/PBC shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

2. Additional Insured

An Additional Insured endorsement shall be provided to City/County/PBC naming City/County/PBC as additional insureds using ISO additional insured endorsement (CG20 10), edition date 11/85, or an equivalent (e.g. CG 2010, edition date 10/93, plus CG 20 37, edition date 10101), under the commercial general liability policy and automobile liability policy. 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.**

3. Certificates

The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Contractor shall furnish a full and complete copy of any policy of insurance (other than workers' compensation), required by this Contract, to the City/County/PBC within a reasonable time, not to exceed thirty days. The certificates of insurance shall provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements 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 provided shall not constitute a waiver of this requirement.

4. Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

To the extent provided in the Contract, 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. Sovereign Immunity

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

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:

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building
Commission

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

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission

Example

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

Advertise 2 times
Wednesday, February 22, 2017
Wednesday, March 1, 2017

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, Wednesday, March 8, 2017** for providing the following:

Outdoor Warning Sign
Bid No. 17-073

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