

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Roof Replacement for
Waverly Buildings and Salt Dome
Bid No. 17-258**

**Paladin, LLC
3866 Dodge St.
Omaha, NE 68131
(402) 208-9679**

LANCASTER COUNTY, NEBRASKA CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **Paladin, LLC, 3866 Dodge St., Omaha, NE 68131**, 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:

Roof Replacement for Waverly Buildings and Salt Dome, Bid No. 17-258

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 complete 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 Line Item 3 (Salt Dome) of Contractor's 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 \$22,745.10.

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.

6. 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 30 days upon Notice to Proceed unless adverse weather conditions exist and do not allow it. Open communications shall be in force on adverse weather conditions with Contract Administrator. If adverse weather conditions, contractor will have early spring to complete with final completion being March 15, 2018.
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. Addendum No. 1
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 7. Employee Classification Act Requirements
 8. Employee Classification Act Affidavit
 9. Sales Tax Exemption Forms 13 & 17
 10. 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
Roof Replacement for
Waverly Buildings and Salt Dome
Bid No. 17-258
Lancaster County
Paladin, LLC

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Name of Corporation

Address

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Paladin, LLC

Name of Organization

LLC

Type of Organization

3866 Dodge St. Omaha, NE 68131

Address

By: _____
Member Nicholas Hoffman

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Lancaster County Signature Page

**CONTRACT
Roof Replacement for
Waverly Buildings and Salt Dome
Bid No. 17-258
Lancaster County
Paladin, LLC**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

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 No. 464064P

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

CONTRACTOR (Name and Address):

Paladin, LLC
3866 Dodge St.
Omaha, NE 68131

SURETY (Name and Principal
Place of Business):

Developers Surety and Indemnity Company
17771 Cowan, Suite 100
Irvine, CA 92614

Owner (Name and Address):

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

CONSTRUCTION CONTRACT

Date:

Amount: **\$22,745.00**

Description (Name and Location):

**For all labor, material and equipment necessary for Roof Replacement for Waverly Buildings
and Salt Dome, Bid No. 17-258**

BOND

Date: October 31, 2017

Amount: **\$22,745.00**

Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

Paladin, LLC
3866 Dodge St.
Omaha, NE 68131

SURETY

Company:

(Corp. Seal)

Developers Surety and Indemnity Company
17771 Cowan, Suite 100
Irvine, CA 92614

Signature: 

Name and Title:

Dr. Nicholas Hoffman/Construction
Manager

Signature: 

Name and Title: Jacqueline L. Drey/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.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors: or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

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

CONTRACTOR (Name and Address):

Paladin, LLC
3866 Dodge St.
Omaha, NE 68131

SURETY (Name and Principal Place Of Business):

Developers Surety and Indemnity Company
17771 Cowan, Suite 100
Irvine, CA 92614

Owner (Name and Address):

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

CONSTRUCTION CONTRACT

Date:

Amount: \$22,745.10

Description (Name and Location):

For all labor, material and equipment necessary for Roof Replacement for Waverly Buildings and Salt Dome, Bid No. 17-258

BOND

Date: October 31, 2017

Amount: \$22,745.10

Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Paladin, LLC
3866 Dodge St.
Omaha, NE 68131

Signature:

Name and Title:

Dr. Nicholas Hoffman
Dr. Nicholas Hoffman/Construction Manager

SURETY

Company: (Corp. Seal)

Developers Surety and Indemnity Company
17771 Cowan, Suite 100
Irvine, CA 92614

Signature:

Name and Title: Jacqueline L. Drey/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.

The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and

2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.

By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.

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

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

11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - NAME, ADDRESS AND TELEPHONE) AGENT OR BROKER: OWNER'S REPRESENTATIVE (ARCHITECT, ENGINEER OR OTHER PARTY)

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, Nicholas Hoffman, do hereby certify that all equipment to be used on Bid No. 17-258, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Douglas County, Nebraska.

DATED this 30 day of October, 2017.

By: [Signature]
Title: Construction Manager

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)ss.

On 10/30, 2017, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came NICHOLAS HOFFMAN, 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.

(SEAL)

[Signature]
Notary Public

GERAUD MOUANGA
General Notary - State of Nebraska
My Commission Expires Jul 6, 2021

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St.	Address
Email	smulder@lincoln.ne.gov		Lincoln, NE 68508	
Phone	(402) 441-7428	Contact	Sharon Mulder Asst	Contact
Fax	(402) 441-6513		Purchasing Agent	
Bid Number	17-258 Addendum 1	Department		Department
Title	Roof Replacement for Waverly Buildings and Salt Dome	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	9/13/2017 04:30 PM (CT)	Telephone	(402) 441-7428	Telephone
Close Date	9/29/2017 12:00:00 PM (CT)	Fax	(402) 441-6513	Fax
		Email	smulder@lincoln.ne.gov	Email

Supplier Information

Company	Paladin, LLC
Address	3866 Dodge St. Omaha, NE 68131
Contact	Nicholas Hoffman
Department	
Building	
Floor/Room	
Telephone	(402) 208-9679
Fax	
Email	nick@paladin.construction
Submitted	9/29/2017 09:00:43 AM (CT)
Total	\$68,235.30

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

Signature Dr. Nicholas E. Hoffman Email nick@paladin.construction

Supplier Notes

Many thanks for the opportunity. Please feel free to contact us with any questions.

Bid Notes

Bid Activities

Date	Name	Description
9/19/2017 01:00:00 PM (CT)	Pre-bid Meeting	A pre-bid meeting will be held Tuesday, September 19, 2017 at 1:00 p.m. located at the Waverly County Shop, 13959 Old Field Street, Waverly, NE.

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Insurance Requirements and Endorsements	<p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.</p> <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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Contact	Name of person submitting this bid:	Dr. Nicholas E. Hoffman
6	Bid Bond Submission - County	<p>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.</p> <p>YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!</p>	I have scanned and attached my bid bond.
7	Performance/Payment Bonds	I acknowledge 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
8	Cost Per Sheet	What is the cost per sheet (Installed) for additional sheets for soft spots repairs?	\$96 per 4x8 sheet (\$3/sq.ft.)
9	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	180
10	Guarantee	Provide the length of your guarantee against leaks due to defects or workmanship.	Yes
11	Manufacturer's Warranty	Attached the manufacturer's standard warranty in the Vendors Response Attachment Section of the E-bid.	Yes

12	Contractor References	<p>My company has included (3) three references for projects similar in nature to the work required in this project. Each reference must include the following:</p> <p>Owner: Street Address: City: State: Zip: Name Owners Representative: Phone: Project Name and/or Number: Contract Amount: Completion Date: Type of Roofing Membrane used: TYPE THIS INFORMATION ON COMPANY LETTERHEAD AND ATTACH TO RESPONSE ATTACHMENT SECTION OF YOUR EBID RESPONSE</p>	Yes
13	Bid Documents	<p>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.</p>	Yes
14	Debarred	<p>Has your company ever been debarred or suspended for doing business with the City of Lincoln/Lancaster County/PBC of Nebraska</p>	NO
15	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
16	Electronic Signature	<p>Please check here for your electronic signature.</p>	Yes
17	Agreement to Addendum No. 1	<p>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.</p>	Yes
18	Warranty Issues	<p>With the shingling of the entrance on both sides of the salt dome, will there be any warranty issues? If so, please list and explain.</p>	No, it will not be an issue. We are including 6 nailing and extra roof cement along walls as per manufacturer's spec

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Roof Replacement for Location 25, Maintenance Building	\$22,745.10

Item Notes: Price shall include freight charges to destination.

Supplier Notes: Additional cost per sheet (Installed) for additional sheets for soft spots included in response in Attributes Section.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide manufacturer bidding.	Tamko Heritage 30yr limited
2	Warranty	I acknowledge that I have attached the warranty information and listed the number of years shingles bid are warrantied.	Yes

2	1	Lump Sum	Roof Replacement for Location 26, Garage	\$22,745.10
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Item Notes: Price shall include freight charges to destination.

Supplier Notes: Additional cost per sheet (Installed) for additional sheets for soft spots included in response in Attributes Section.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide manufacturer bidding	Tamko Heritage 30yr limited
2	Warranty	I acknowledge that I have attached the warranty information and listed the number of years shingles bid are warrantied.	Yes

3	1	Lump Sum	Roof Replacement for Location 26, Salt Dome	\$22,745.10
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Item Notes: Price shall include freight charges to destination.

Supplier Notes: Additional cost per sheet (Installed) for additional sheets for soft spots included in response in Attributes Section.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide manufacturer bidding.	Tamko Heritage 30yr limited
2	Warranty	I acknowledge that I have attached the warranty information and listed the number of years shingles bid are warrantied.	Yes

Response Total: \$68,235.30

The Original Owner of Heritage, Heritage Woodgate, Heritage Premium and Heritage Vintage shingles may transfer this Limited Warranty one time during the first five (5) years of the Term to a Purchaser. The Original Owner of Elite Glass-Seal shingles may transfer this Limited Warranty one time during the first two (2) years of the Term to a Purchaser. No other transfers are permitted.



P.O. Box 1404
Joplin, MO 64802-1404 USA
800-641-4691
www.tamko.com

FIBERGLASS/ASPHALT SHINGLE LIMITED WARRANTY AND ARBITRATION AGREEMENT

HERITAGE® VINTAGE® • HERITAGE® PREMIUM • HERITAGE WOODGATE® • HERITAGE® • ELITE GLASS-SEAL®

The Limited Warranty and Arbitration Agreement for your Shingles is the version in effect on the date of retail purchase. Information included in this version of the Limited Warranty was current at time of printing. To obtain a copy of the most current version of this Limited Warranty, visit us online at tamko.com or call us at 800-641-4691.

THE REMEDIES CONTAINED IN THIS LIMITED WARRANTY AND ARBITRATION AGREEMENT ("Limited Warranty") APPLY ONLY TO SHINGLES INSTALLED IN THE FORTY-EIGHT CONTIGUOUS UNITED STATES AND CANADA (EXCLUDING QUEBEC AND NEW BRUNSWICK). ALL SHINGLES INSTALLED IN LOCATIONS WHERE THE REMEDIES CONTAINED IN THIS LIMITED WARRANTY DOES NOT APPLY ARE SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

How Long Will Your Shingles Last: It is natural for your roof to age. The process begins as soon as your Shingles are installed and exposed to the harsh elements of nature. The length of time your Shingles will continue to perform their intended purpose of shedding water will depend on many factors, including weather, snow, intensity of ultra-violet radiation from the sun, pollution, and debris from nearby trees and many other factors. Because no two buildings experience these and other aging factors in the same way, it is difficult to accurately predict the period of time your Shingles will last. This Limited Warranty, subject to its terms and conditions, provides you a remedy during the Term (as defined below) in the event a manufacturing defect causes your Shingles to fail to perform their intended purpose of shedding water.

Definitions - In this Limited Warranty certain capitalized words have specific meanings:

"Algae Relief" means Shingles which are covered by an Algae Cleaning Limited Warranty.

"Full Start Period" means the initial period of the Term during which TAMKO's obligation is not prorated and includes the reasonable cost of labor. The length of the Full Start Period is listed in Table 1.

"High Wind Application" means application of Heritage, Heritage Woodgate, Heritage Premium and Heritage Vintage Shingles in strict accordance with the High Wind Warranty Fastening Pattern application instructions printed on the wrapper. See local building codes for additional nailing requirements. If High Wind Application requirements are not followed, the Standard Application Wind Warranty (as set forth below) wind velocity applies.

"Labor Payment Certificate" means a certificate issued by TAMKO that may be redeemed to pay some or all of the reasonable cost of labor for roof repairs, cleaning algae from the roof, or replacement of any defective Shingles according to this Limited Warranty. Certificates must be redeemed within 12 months after issuance to prevent expiration.

"Material Certificate" means a certificate issued by TAMKO and redeemable at participating distributors for a stated quantity of replacement shingles of the same type and color as the defective Shingles which are to be replaced. If shingles of the same type or color are no longer available, the Material Certificate will be for the closest TAMKO substitute available. Replacement shingles may not match the original shingles due to many factors, including but not limited to, normal weathering and manufacturing conditions. Certificates must be redeemed within 12 months after issuance to prevent expiration.

"Original Owner" means the owner of the building at the time the Shingles are installed on that building. If you purchase a new residence from its builder and are the first person to occupy the residence after its construction, TAMKO will consider you to be the Original Owner even though the Shingles were already installed.

"Purchaser" means someone who purchases from the Original Owner the building upon which the Shingles are installed, but only if the purchase occurs within the first five (5) years for Heritage, Heritage Woodgate, Heritage Premium and Heritage Vintage Shingles or within the first two (2) years for Elite Glass-Seal Shingles and the Original Owner and Purchaser comply with the requirements in this Limited Warranty in the section labeled "Transferability."

"Shingles" means the TAMKO shingles identified in this Limited Warranty which were installed on a building owned by the Original Owner.

"TAMKO" means TAMKO Building Products, Inc.

"Term" means the period of time this Limited Warranty lasts. The Term begins on the date of retail purchase of the Shingles and continues, unless sooner terminated, for the number of months set forth in Table 1.

TAMKO Full Start Period: If, during the Full Start Period, Shingles that have been installed in strict accordance with the application instructions printed on the wrapper are determined to have manufacturing defects which have directly caused leaks, TAMKO will provide a Material Certificate for replacement shingles to repair or replace such defective Shingles (or, at TAMKO's option, the reasonable cost of replacement shingles) and a Labor Payment Certificate that may be used to pay the reasonable cost of installing such replacement shingles, according to the terms of this Limited Warranty. This is TAMKO's maximum obligation during the Full Start Period.

After the Full Start Period: If, after the end of the Full Start Period, Shingles that have been installed in strict accordance with the application instructions printed on the wrapper are determined to have manufacturing defects which have directly caused leaks, TAMKO's obligation is limited to providing the Original Owner with a Material Certificate for replacement shingles to repair or replace such defective Shingles or, at TAMKO's option, the reasonable cost of replacement shingles. The reasonable cost of replacement shingles and the quantity of such replacement shingles will be prorated over the term of this Limited Warranty. This is TAMKO's maximum obligation after the Full Start Period. TAMKO is not responsible for any cost of labor after the Full Start Period. Proration shall be determined by dividing the number of months remaining in the Term by the total number of months of the Term. For example, if TAMKO is notified of a warranty claim at a time when 100 months remain in a 300 month warranty Term, TAMKO's maximum obligation is to provide a material Certificate for one third of the replacement shingles or, at TAMKO's option, payment of one third of the reasonable cost of replacement shingles. The remaining cost shall be the responsibility of the Original Owner or Purchaser.

Both during and after the Full Start Period, the extent of replacement is at the sole discretion of TAMKO. TAMKO is not responsible for the cost of any materials other than the replacement shingles (as provided herein) including, but without limitation, underlayment, flashings, metal work, etc. TAMKO is not responsible for the cost of tear-off, removing or disposing of Shingles which are to be replaced. TAMKO reserves the right to arrange directly for your Shingles to be repaired,

replaced or cleaned. The remedy under this Limited Warranty is available only for Shingles actually exhibiting manufacturing defects at the time the claim is settled. Replacement shingles will be warranted only for the remainder of the original Term. Tender of TAMKO's Maximum Obligation shall extinguish all obligations of TAMKO under this Limited Warranty and all applicable implied warranties and conditions.

Notification to TAMKO: The Original Owner or Purchaser must notify TAMKO by telephone at 800-441-7190 or by certified mail at P.O. Box 1404, Joplin, Missouri 64802-1404 of claims under this Limited Warranty within thirty (30) days following discovery of the potential problem with the Shingles. The notice must include documentary proof of Purchase. Failure to notify TAMKO as provided herein shall extinguish all obligations of TAMKO under this Limited Warranty and all applicable implied warranties and conditions. NOTE: Notice to your contractor, dealer, or home builder is NOT notice to TAMKO. You should keep this Limited Warranty for your records in the event you need to file a claim.

Right of Inspection and Time for Payment: TAMKO shall have a reasonable time after notification of a claim to inspect the Shingles. The Original Owner or Purchaser shall provide TAMKO with reasonable access to the Shingles for purposes of inspection. If requested by TAMKO, the Original Owner or Purchaser must complete and deliver to TAMKO, at the Original Owner's or Purchaser's expense, a warranty questionnaire, photographs of the roof and samples of the Shingles. If reasonable access is denied or made subject to unreasonable conditions, or if the Original Owner or Purchaser fails or refuses to cooperate in TAMKO's investigation of the complaint (such as by failing to provide sample Shingles or photographs or a completed warranty questionnaire), TAMKO's obligation under this Limited Warranty shall immediately terminate. If TAMKO determines there are manufacturing defects covered by this Limited Warranty, TAMKO will have a reasonable time after the inspection of the Shingles to process the claim. Unless authorized in writing by TAMKO, any claim for Shingles that have been replaced or repaired prior to resolution of your claim by TAMKO may be denied.

120 Month Algae Relief - Algae Cleaning Limited Warranty: If, during the initial twelve months after installation, the Shingles become significantly stained by certain algae growth, including blue-green algae, TAMKO will issue to the Original Owner or Purchaser a Labor Payment Certificate that may be used to pay the reasonable cost of cleaning the Shingles exhibiting stains (up to a maximum of \$15 per one hundred square feet of affected roof area). After the initial twelve months after installation, the Labor Payment Certificate for the reasonable cost of cleaning will be prorated over the remaining months of this Algae Cleaning Limited Warranty by dividing the number of months remaining in the Algae Cleaning Limited Warranty by 120. For example, if TAMKO is notified of an Algae Cleaning Limited Warranty claim at a time when 40 months remain in the 120 month Algae Cleaning Limited Warranty, TAMKO's Maximum Obligation is to provide a Labor Payment Certificate for one third of the reasonable cost of cleaning the Shingles exhibiting stains (up to a maximum of \$5 per one hundred square feet of affected roof area). TAMKO shall have no obligation or responsibility for cleaning Shingles: (a) after the initial 120 months after installation, or (b) Shingles not significantly stained by algae growth.

Limited Wind Warranty: This Limited Wind Warranty applies only if: (a) the Shingles were installed in strict accordance with application instructions printed on the wrapper and (b) the Shingles have had the opportunity to seal down.

- Cool Weather Installation-** Shingles that are installed in cool seasons may not seal until weather conditions are adequate to allow the seal down strip to activate and may be vulnerable to blow-offs and wind damage that would not be covered under this Limited Warranty. Shingles that are not exposed to direct sunlight or adequate temperatures may never seal. Failure to seal under these circumstances is not a manufacturing defect and requires hand sealing.
- Remedy-** If conditions (a) and (b) have been met and during the Limited Wind Warranty term the Shingles are damaged or blown off by winds at or below the designated wind velocity (see Table 1) as a result of a manufacturing defect, TAMKO will process the Original Owner's or Purchaser's claim in accordance with the sections titled "TAMKO Full Start Period" or "After the Full Start Period," whichever is applicable. Alternatively, TAMKO may, solely at its option, provide the Original Owner or Purchaser with a Labor Payment Certificate that may be used to pay the reasonable cost of manually sealing unsealed Shingles and replacing Shingles which have blown off and a Material Certificate for the number of shingles that have blown off.
- How is Wind Exposure Determined?** Shingles will be conclusively deemed to have been exposed to winds in excess of the designated wind velocity for the product if the National Weather Service or other reputable weather agency records winds or gusts in excess of the designated wind velocity for the Shingles in the county, parish, regional district or municipality where the Shingles are installed or in any adjoining county, parish, regional district or municipality. Exposure of the Shingles at any time to winds or gusts in excess of the designated wind velocity for the product shall extinguish all obligations of TAMKO under this Limited Wind Warranty.

Exclusions from Coverage: There are many reasons why roofs fail, including but not limited to the following matters, all of which are beyond TAMKO's control. TAMKO shall not be liable under any circumstances and shall have no obligation under this Limited Warranty or otherwise for:

- Shingles that have been: (a) improperly applied, stored or handled; (b) installed without adequate ventilation; or (c) not installed in strict accordance with application instructions printed on the wrapper and standard good roofing practices.
- Shading, staining, discoloration or damage from any cause whatsoever, including, but not limited to algae (except as provided in the Algae Relief- Algae Cleaning Limited Warranty set forth in this document), moss, fungus, overhanging trees, other biological growth, birds, or animals.
- Leaks or damages resulting from Acts of God (including, but without limitation, lightning, ice damming, wind (except as set forth in the Limited Wind Warranty), hurricane or tornado (regardless of wind velocity), hail, or other storm or casualty); acid rain; impact of objects; damage to a roof due to movement, settlement, distortion, failure, defects or cracking of the building or its roof deck, walls or foundation; or for any defect in or failure of material used as a roof base over which the Shingles are applied; or for damage by traffic on the roof.
- Damage to the Shingles as a result of exposure to chemicals including, but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils or organic or inorganic polar materials.
- Leaks or damage to the Shingles from any cause other than inherent manufacturing defect in the Shingle.

In addition to the foregoing, TAMKO shall not be liable under any circumstances and shall have no obligation under this Limited Warranty or otherwise for direct or indirect economic damages, or for consequential, incidental or punitive damages of any kind (some states do not permit exclusion of consequential or incidental damages so this exclusion may not apply to you), damage to any building, either exterior or interior (including without limitation, mold growth), or any property contained therein or for injuries or damages of any kind whatsoever; or for removal or abatement of any asbestos present in the building on which the Shingles are applied.

Transferability: The Original Owner of Heritage, Heritage Woodgate, Heritage Premium and Heritage Vintage shingles may transfer this Limited Warranty one (1) time during the first five (5) years of the Term to a Purchaser of the building upon which the Shingles are installed. The Original Owner of Elite Glass-Seal shingles may transfer this Limited Warranty one (1) time during the first two (2) years of the Term to a Purchaser of the building upon which the Shingles are installed. The transfer must occur simultaneously with the sale of the building. To transfer this Limited Warranty, the Original Owner must provide TAMKO with written notice within thirty (30) days after the transfer. The written notice must include the names of the Original Owner and the Purchaser, the address of the building upon which the Shingles are installed, the date of retail purchase of the Shingles, and the date of the transfer. The Original Owner may transfer this Limited Warranty only one (1) time. Except for one transfer to a Purchaser as stated above, this Limited Warranty may not be sold, assigned or transferred in any manner whatsoever. Neither a Purchaser nor any other person may transfer this Limited Warranty. Except as set forth in this paragraph, any assignment, sale or transfer of this Limited Warranty or the building to which the TAMKO Shingles are applied shall immediately terminate all obligations of TAMKO for the Shingles, all warranties contained herein or hereunder and any applicable implied warranties and conditions including warranties or conditions of merchantability and fitness for a particular purpose.

Class Action Waiver: YOU AND TAMKO AGREE THAT ALL CLAIMS, DISPUTES, OR ACTIONS BETWEEN US ARISING FROM OR RELATING TO THE SHINGLES AND/OR THIS LIMITED WARRANTY WILL BE ARBITRATED (OR, IF ARBITRATION OF THE ACTION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND NEITHER PARTY WILL CONSOLIDATE, OR SEEK CLASS TREATMENT FOR ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH YOU AND TAMKO.

MANDATORY BINDING ARBITRATION: EVERY CLAIM OR CONTROVERSY BETWEEN YOU AND TAMKO AND/OR ITS EMPLOYEES AND AGENTS, ARISING FROM OR RELATING TO THE SHINGLES AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION. NOTWITHSTANDING THE FOREGOING, INDIVIDUALS WHO PURCHASED THE SHINGLES FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES MAY PURSUE A CLAIM IN ANY SMALL CLAIMS COURT HAVING JURISDICTION PROVIDED THE CLAIM IS MADE AS AN INDIVIDUAL ACTION AND NOT AS PART OF A CLASS. TO ARBITRATE AN ACTION AGAINST TAMKO, YOU MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE JUDICIAL ARBITRATION AND MEDIATION SERVICE OR OTHER ARBITRATION SERVICE AGREED TO IN WRITING BY YOU AND TAMKO, AND PROVIDE WRITTEN NOTICE TO TAMKO BY CERTIFIED MAIL AT P.O. BOX 1404, JOPLIN, MISSOURI 64802. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO RENDER THE SAME RELIEF AS A COURT OF COMPETENT JURISDICTION WHEN RESOLVING DISPUTES REGARDING THE SHINGLES AND/OR THIS LIMITED WARRANTY. THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE. WHEN ALLOWED BY THE RULES OF ARBITRATION, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND REASONABLE ATTORNEY'S FEES.

Actions Must Be Commenced Within One Year: Any action relating to the Shingles or this Limited Warranty must be brought within one year after any initial cause of action has accrued. No claims will be allowed after this one year period has expired. In jurisdictions where statutory claims or implied warranties and conditions cannot be excluded, all such statutory claims, implied warranties and conditions and all rights to bring actions for breach thereof expire one year (or such longer period of time if mandated by applicable laws) after the date of retail purchase of the Shingles. Some states do not allow limitations on how long an implied warranty or condition lasts, so the above limitations may not apply to you.

DISCLAIMER OF ALL IMPLIED WARRANTIES AND LIMITATION OF REMEDIES: Remedies contained in this Limited Warranty are exclusive and represent the sole remedies available to the Original Owner, Purchaser or any other person or entity for all matters regarding the Shingles. **IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TAMKO BUILDING PRODUCTS, INC., INCLUDING BUT NOT LIMITED TO DIRECT AND INDIRECT ECONOMIC DAMAGES, AND INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, ARE EXCLUDED.** Some states do not allow exclusion or limitation of implied warranties or consequential or incidental damages so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. **INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN (EXCEPT THE CLASS ACTION WAIVER AND MANDATORY BINDING ARBITRATION PROVISIONS) SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION, ALL OF WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. IN THE EVENT THE CLASS ACTION WAIVER AND/OR THE MANDATORY ARBITRATION PROVISIONS ARE DETERMINED TO BE INVALID OR UNENFORCEABLE THE ENTIRETY OF THIS LIMITED WARRANTY (EXCEPT THIS PARAGRAPH) SHALL BE NULL AND VOID AND THE SHINGLES ARE SOLD AS-IS AND WHERE IS, WITH NO WARRANTY OF ANY KIND.**

NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF TAMKO, OR ANY PERSON OTHER THAN TAMKO'S PRESIDENT, HAS AUTHORITY TO MODIFY OR WAIVE ANY PROVISIONS OF THIS LIMITED WARRANTY OR ASSUME FOR TAMKO ANY ADDITIONAL OBLIGATIONS OR RESPONSIBILITY IN CONNECTION WITH THE SHINGLES.

This form is not to be copied or reproduced in any manner. This Limited Warranty applies to TAMKO Shingles sold on or after February 1, 2016. The Limited Warranty for your Shingles is the version in effect on the date of retail purchase.

IF YOU ARE NOT SATISFIED WITH THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY, RETURN ALL UNOPENED MARKETABLE PRODUCTS TO THE ORIGINAL PLACE OF PURCHASE FOR A REFUND.

COMPLETE FORM ON REVERSE SIDE AND
KEEP FOR YOUR RECORDS



4 0 0 0 3 7 2

SHINGLE	TERM	FULL START PERIOD	STANDARD APPLICATION WIND WARRANTY	HIGH WIND APPLICATION WARRANTY	LIMITED WIND WARRANTY TERM	ALGAE CLEANING TERM
Elite Glass-Seal	300 months	5 years	60 mph	—	5 years	120 months
Heritage	360 months	15 years	110 mph	130 mph	15 years	120 months
Heritage Woodgate	360 months	15 years	110 mph	130 mph	15 years	120 months
Heritage Premium	600 months	20 years	110 mph	130 mph	15 years	120 months
Heritage Vintage	600 months	20 years	110 mph	130 mph	15 years	120 months

TABLE 1.

P.O. Box 1404
Joplin, MO 64802-1404
USA



800-641-4691
www.tamko.com

LIMITED WARRANTY INFORMATION

To be completed by Owner and Contractor

OWNER'S NAME: _____

ADDRESS WHERE APPLIED: _____

CITY: _____ STATE: _____ ZIP: _____

TYPE OF TAMKO SHINGLE APPLIED:

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> TAMKO Elite Glass-Seal | 300 Months (25 Year) Limited Warranty |
| <input type="checkbox"/> TAMKO Heritage | 360 Months (30 Year) Limited Warranty |
| <input type="checkbox"/> TAMKO Heritage Woodgate | 360 Months (30 Year) Limited Warranty |
| <input type="checkbox"/> TAMKO Heritage Premium | 600 Months (50 Year) Limited Warranty |
| <input type="checkbox"/> TAMKO Heritage Vintage | 600 Months (50 Year) Limited Warranty |

NUMBER OF SALES SQUARES: _____ DATE OF APPLICATION: _____

COLOR: _____

TOTAL COST OF SHINGLES: _____ TOTAL COST OF SHINGLE APPLICATION: _____

CONTRACTOR'S NAME: _____ COMPANY NAME: _____

CONTRACTOR'S SIGNATURE: _____

DATE: _____

RETAIN THIS LIMITED WARRANTY AND YOUR CONTRACTOR'S RECEIPT(S) FOR FUTURE REFERENCE



Elite Glass-Seal



Heritage Woodgate
Heritage



Heritage Premium
Heritage Vintage

HERITAGE® VINTAGE® • HERITAGE® PREMIUM • HERITAGE WOODGATE® • HERITAGE® • ELITE GLASS-SEAL®



BUILDING PRODUCTS FOR THE PROFESSIONAL.

Since 1944, building professionals and homeowners have looked to TAMKO® for building products. Today, we offer a wide range of building products, including Heritage® Laminated Asphalt Shingles, Elite Glass-Seal® 3-tab Shingles, MetalWorks® steel shingles, waterproofing materials, ventilation products, Envision® Composite Lumber, EverGrain® Composite Lumber, Marquee Railing® and Tam-Rail® Railing Systems.



Nebraska Department of Labor
Contractor Registration
550 So. 16th Street, Lincoln, NE 68508
(402) 471 - 2239

Date Issued
9/1/2017

Date Expires
9/1/2018

CONTRACTOR REGISTRATION CERTIFICATE

This certificate is non-transferable

Fee Paid: \$40.00

Registration #
48484

Year
17

Business:
Paladin, LLC
828 S 49th St -- Omaha, NE 68106

A handwritten signature in black ink that reads "John N. Albin".

Commissioner of Labor

*City of Omaha Planning Department
Building and Development
Certificate of Licensure*

NICHOLAS E HOFFMAN
828 S 49TH ST.
OMAHA, NE 68106

License # LIC-1604656

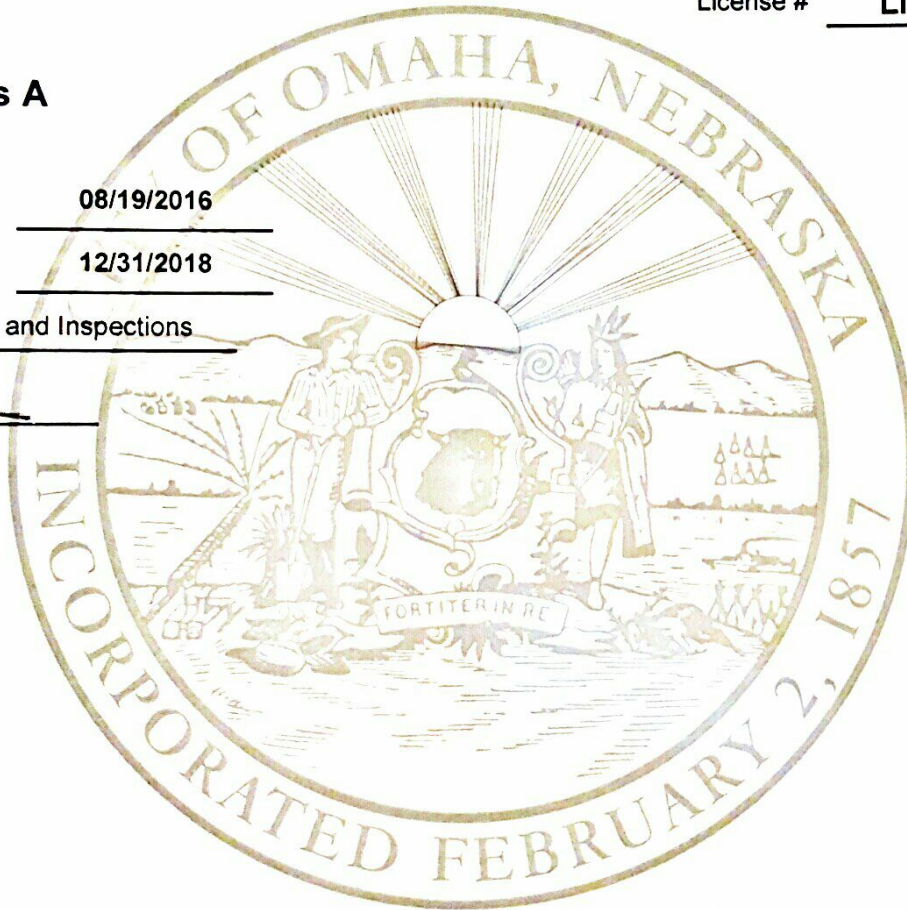
Building Class A

EFFECTIVE DATE 08/19/2016

EXPIRATION DATE 12/31/2018

DIVISION Permits and Inspections

BY 12



City of Omaha
Permits & Inspections
NICHOLAS E HOFFMAN
License # LIC-1604656
Expires: 12/31/18
Building Class A

12
Jay G. Davis, C.B.O.
Assistant Planning Director





CITY OF OMAHA
Planning
1819 Farnam Street
Omaha, NE 68183
Telephone: 402-444-5350

CITY OF OMAHA
Fire
1516 Jackson St
Omaha, NE 68102
Telephone: 402-444-5700

Receipt No.: **686839**

Receipt Date: **8/19/2016**

RECEIPT

RECORD & PAYER INFORMATION

Record ID: LIC-1604656
Record Type: Licenses/Occupational/BUILDING/License
Property Address:
Description of Work: Building Class A
Payor: Nicholas E Hoffman
Applicant: NICHOLAS E HOFFMAN
828 S 49TH ST.
OMAHA, NE 68106

PAYMENT DETAIL

Payment Date	Payment Method	Reference	Cashier	Comments	Amount
8/19/2016	Check	2002	ZBAKER		\$300.00

FEE DETAIL

Fee Description	Invoice #	Current Paid
Building Class A License Fee	1084348	\$300.00
		<hr/>
		\$300.00



3866 Dodge St.

Omaha, NE 68131

References

Owner: USDA

Street Address: 200 W.T. Weaver Blvd

City: Asheville,

State: NC

Zip: 28804

Name Owners Representative: Jason Anderson

Phone: 828-259-0515 jasonleeanderson@fs.fed.us

Project Name and/or Number: National Agroforestry Center, Lincoln, NE AG-4568-C-17-0054

Contract Amount: \$76,000

Completion Date: 9/19/2017

Type of Roofing Membrane used: Durolast

Owner: Susan Anderson

Street 16010 Shirley St.

City: Omaha

State: NE

Zip: 68130

Name Owners Representative: Susan Anderson

Phone: 402-598-567 sanderson@valmont.com

Project Name and/or Number: Reroof

Contract Amount: \$7,000

Completion Date: 9/1/2017

Type of Roofing Membrane used: Asphalt Shingle

Owner: Shopko

Street 211 S. 23rd St

City: Plattsmouth

State: NE

Zip: 68048

Name Owners Representative: Complete Facility Solution

Phone: 3163517134

Project Name and/or Number: Drive through pharmacy roof repair

Contract Amount: \$2,200

Completion Date: 5/23/2017

Type of Roofing Membrane used: Canvas

Additional References

Scottie Seabrass

sbsiebrass@gmail.com

402-949-0129

-Position: Supervised renovation and construction at Round Hill Pacific

-Our Role: Construction and remodeling in midtown Omaha

Scott Retikis

712-308-2447

sretikis@npdodge.com

-Position: Supervisor at NPDodge

-Our Role: Construction and remodeling in midtown Omaha

Susan Anderson

402-598-5627

sanderson@valmont.com

-Position: Supervisor at Valmont

- Our Role: Extensive reconstruction following storm damage.

Maha Younes

308-440-0149

mahayounes@hotmail.com

-Position: Homeowner

-Our Role: Concrete-Based Waterproofing

Angela Bivens

765-574-4708

BivensAn@kleencousa.com

-Position: Supervisor at Kleenco

- Our role: Maintenance for Walmart, Lowes, Shopko and others.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2017

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 Nebraska Innovative Insurance P.O. Box 5211 Lincoln NE 68505		CONTACT NAME: Jacob Long PHONE (A/C, No, Ext): (402) 466-5735 FAX (A/C, No): (877) 349-6998 E-MAIL ADDRESS: jacob@neinnovativeinsurance.com	
INSURED Paladin, LLC 3866 Dodge St. Omaha NE 68131		INSURER(S) AFFORDING COVERAGE	
		INSURER A: WESTERN WORLD INSURANCE COMPANY	NAIC # 13196
		INSURER B: TRAVELERS INDEMNITY COMPANY	NAIC # 25658
		INSURER C: IMT INSURANCE	NAIC # 14257
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (MSD) 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x	NPP8351219	08/12/2017	08/12/2018	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> DAMAGED TO RENTED PREMISES (Ea occurrence) \$ 100,000 <input type="checkbox"/> MED EXP (Any one person) \$ 5,000 <input type="checkbox"/> PERSONAL & ADV INJURY \$ 1,000,000 <input type="checkbox"/> GENERAL AGGREGATE \$ 2,000,000 <input type="checkbox"/> PRODUCTS - COMP/OP AGG \$ 2,000,000 <input type="checkbox"/> OTHER: \$						
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>	x	ACP0Q5473	09/29/2017	09/29/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					<input type="checkbox"/> BODILY INJURY (Per person) \$ <input type="checkbox"/> BODILY INJURY (Per accident) \$ <input type="checkbox"/> PROPERTY DAMAGE (Per accident) \$ <input type="checkbox"/> OTHER: \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	6JUB-9F89198-0-17	08/12/2017	08/12/2018	PER STATUTE 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)

City of Lincoln Lancaster County Public Building Commission and Lancaster County are both listed as additional insured when required in written contract on the general liability and the auto liability. Waiver of Subrogation on the work comp in favor of both the City of Lincoln Lancaster County Public Building Commission and Lancaster County.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln-Lancaster County Public Building Commission
 Lancaster County
 555 South 10th St.
 Lincoln NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**This Endorsement Modifies Your Policy.
Please Review It Carefully.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT OR A
CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who is an Insured** is amended to include as an additional Insured any owner, lessee or contractor 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. Such person or organization 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:
1. Your acts or omissions,
 2. The acts or omissions of those acting on your behalf, and
 3. "Your work", as included in the "products-completed operations hazard";
- in the performance of your operations for the additional insured.
- B.** This insurance shall not apply to claims, "suits" and/or damages arising out of the acts, omissions and/or negligence of the additional insured(s).
- C.** 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" or "personal and advertising injury" arising out of the rendering of or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 2. Supervisory, inspection, architectural or engineering activities.
- D. Primary and Noncontributory Provision**
- The insurance afforded to the additional insured will be Primary Insurance and Noncontributory, but only if such claims, "suits" and/or damages arise out of the sole negligence of the Named Insured.
- E. Waiver of Subrogation Provision**
- The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:
- We waive any right of recovery we may have against those who are added as additional insureds by this endorsement because of payments we make for injury or damage arising out of your ongoing operations or "your work" performed under a contract with them. This waiver applies only when you are solely negligent. This waiver shall not apply to claims, "suits" and/or damages arising in whole or in part out of the acts, omissions, and/or negligence of those added as additional insureds by this endorsement.

This Endorsement Modifies Your Policy.
Please Read It Carefully.

SUBCONTRACTORS AND CASUAL WORKERS OF THE INSURED
(Additional Premium Charges)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS & CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

- A. The classifications used in the Declarations of this policy containing the words "**Contractors - Subcontracted Work**" apply to that portion of the operations performed for the Insured by "adequately insured" subcontractors.
- B. "Adequately insured" means that you have an applicable certificate of insurance from the subcontractor showing their insurance provides at least the following Limits of Liability:

General Aggregate Limit \$2,000,000

Products-Completed Operations Aggregate Limit \$1,000,000

Each Occurrence Limit \$1,000,000

- C. Any subcontractor not "adequately insured" and any "casual worker" will be considered an "employee" of the insured for the sole purpose of computing premium. Those subcontractors or "casual workers" will be rated under the most appropriate payroll classification and a premium charge will be made using the company rates effective at the inception of the policy.

For any subcontractor not "adequately insured," all of the subcontractor's total cost will be considered labor cost (payroll).

For any "casual worker", all cost will be considered payroll.

- D. "Casual worker" means a person providing services to, or on behalf of any Insured, but who is not a "temporary worker", "leased worker", "volunteer worker", contractor or subcontractor.

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: NPP8335361	NAMED INSURED Paladin, LLC
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Form/Endorsement No./Edition Date	Title (Note- Titles are indications only. See actual form for correct name.)
WW230(01_15)	COMMON POLICY DECLARATIONS
WW232(01_12)	COMMERCIAL LIABILITY COVERAGE PART DECLARATIONS
CL170(01_86)	CGL DECLARATIONS EXTENSION
WW22(06_16)	SERVICE OF SUIT
IL0017(11_98)	COMMON POLICY CONDITIONS
IL0021(09_08)	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
WW183(05_12)	MINIMUM-EARNED PREMIUM
WW1(06_12)	DEDUCTIBLE ENDORSEMENT
WW168(06_12)	CANCELLATION AND PREMIUM AUDIT CHANGES
WW191(01_97)	CONTRACTUAL LIABILITY - AMENDMENTS
WW192(04_13)	PREMIUM BASIS ENDORSEMENT
WW244(01_16)	EXCLUSION - BODILY INJURY TO CASUAL WORKER OR TEMPORARY
WW247(01_97)	BLASTING OPERATIONS EXCLUSION
WW248(10_16)	CONDO TOWN HOME ROW HOUSE OR TRACT HOME CONST PROJ EXCL
WW251(12_94)	EARTH MOVEMENT EXCLUSION
WW252(09_12)	LEAD CONTAMINATION EXCLUSION - CONTRACTING
WW254(06_12)	WHEN OTHER INSURANCE APPLIES
WW257(01_16)	EXCLUSION - INJURY TO CONTRACTORS OR SUBCONTRACTORS
WW258A(06_12)	NON-CUMULATION OF POLICY LIMITS
WW268(03_10)	CONTINUOUS & PROGRESSIVE AI & PI OFFENSE EXCL
WW269(09_12)	CONTINUOUS & PROGRESSIVE INJURY OR DAMAGE EXCL
WW401(06_12)	TOTAL ASBESTOS EXCLUSION
WW411(11_12)	WELDING PROCESS EXCLUSION
WW424(09_10)	EXCL OF NUCLEAR/BIO/CHEM INJURY OR DAMAGE
WW426(10_15)	SUBCONTRACTORS AND CASUAL WORKERS OF THE INSURED
WW428(06_09)	ROOFING EXCL-OPERATIONS AND COMPLETED OPS
WW433(09_14)	AI-OWNERS LESSEES/CONTRACTORS AUTO STATUS WHEN REQ
WW446(10_12)	DAMAGE DURING CONSTRUC DUE TO WEATHER - CHANGE IN DED
WW447(10_14)	TORCH AND TORCH DOWN PROCESS EXCLUSIONS
WW456(01_12)	COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT
WW467(08_14)	REMODELER'S CLASSIFICATION AND LIMITATION ENDORSEMENT
CG0001(12_07)	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0068(05_09)	RECORDING/DISTR: MATERIAL IN VIOLATION OF LAW EXCL
CG2107(05_14)	EXCL-ACCESS OR DISCL OF CONFIDENTIAL OR PERSONAL INFO
CG2111(06_15)	EXCLUSION - UNMANNED AIRCRAFT COVERAGE B ONLY
CG2136(03_05)	EXCLUSION - NEW ENTITIES
CG2147(12_07)	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2149(09_99)	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG2167(12_04)	FUNGI OR BACTERIA EXCLUSION
CG2173(01_15)	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG2186(12_04)	EXCLUSION-EXTERIOR INSULATION AND FINISH SYSTEMS
CG2196(03_05)	SILICA OR SILICA-RELATED DUST EXCLUSION
CG2243(07_98)	EXCL - ENGINEERS, ARCHITECTS OR SURV - PROF LIAB
CG2294(10_01)	EXCL-DAMAGE TO WORK PERFORMED BY CONTRACTORS
CG2503(05_09)	DESIGNATED CONSTRUCTION PROJECTS GEN'L AGG LIMIT

ADDITIONAL FORMS AND ENDORSEMENTS

INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ULTRA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. SECTION I – COVERED AUTOS Paragraph C. is amended to include the following:

If we provide Physical Damage Coverage on a covered "auto" that is out of service due to its breakdown, repair, service, "loss", or destruction, we will provide Physical Damage Coverage on any "auto" you do not own that is used, with permission of its owner, as a temporary substitute.

B. SECTION II – LIABILITY COVERAGE is amended as follows:

1. Paragraph A.1. of **Who Is An Insured** is amended to include as "insureds":

a. **Newly Formed or Acquired Organizations**

Any organization you newly acquire or organize after the effective date of this policy and which you maintain ownership or majority interest. Coverage provided by this provision is subject to the following:

- (1) Coverage is effective on the date of acquisition or formation and expires the earliest of 180 days or the end of the policy period;
- (2) Coverage does not apply to any "bodily injury" or "property damage" which occurred before the date of acquisition or formation;
- (3) Coverage does not apply to a newly formed or acquired organization that is a partnership, limited liability company or joint venture; and
- (4) Coverage does not apply if there is other valid and collectible insurance or if the other valid and collectible insurance is no longer valid by reason of termination or exhaustion of policy limits.

b. **Subsidiaries**

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, coverage under this provision does not apply if the subsidiary is an "insured" under any other automobile liability policy or would have been an "insured" under another automobile liability policy except for either the termination of the policy or the exhaustion of policy limits.

c. **Employees**

Any of your "employees" while using a covered "auto" in your business or personal affairs, provided the "auto" is not owned, hired or borrowed by you.

d. Any person or organization with which you have a written contract or agreement that requires you to add them as an additional insured. Coverage is provided for "bodily injury" or "property damage" caused by an "accident" which occurs during the policy period and subsequent to the execution of the written contract or agreement. Coverage does not apply to "accidents":

- (1) Arising out of the sole negligence or willful misconduct of the additional insured or any of their agents, "employees", or representatives; or
- (2) Occurs after the policy expires.

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2. Paragraph A.2.a. **Supplementary Payments** is amended as follows:

- a. The limit shown for bail bonds under item (2) is amended to \$4,000.
- b. The limit shown for actual loss of earnings under item (4) is amended to \$500.

3. Under **Exclusion B.**, paragraph 5. **Fellow Employee** is amended to include:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Coverage is excess over any other collectible insurance.

C. **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended as follows:

1. The following coverages are added:

a. Rental Reimbursement

(1) We will pay for rental reimbursement expenses incurred by you for the rental of a "light truck" or private passenger type because of a covered "loss" to a covered "light truck" or private passenger type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "light truck" or private passenger type "auto". No deductibles apply to this coverage.

(2) We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

(b) 30 days.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or

(b) \$50 per day.

(4) This coverage does not apply while there are spare or reserve "light truck" type or private passenger type "autos" available to you for your operations.

(5) If "loss" results from the total theft of a covered "light truck" or private passenger type "auto", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **PHYSICAL DAMAGE COVERAGE Extension**.

(6) The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated on a Rental Reimbursement Coverage Form.

b. Hired Auto Coverage

If Liability Coverage is provided for Hired Autos and if Physical Damage Coverage (Comprehensive, Specified Causes of Loss, or Collision) is provided for any "light truck" or private passenger type "auto" you own, then the Physical Damage Coverage provided is extended to "light truck" or private passenger type "autos" you hire, subject to the following:

(1) The most we will pay for "loss" to any hired "auto" is:

(a) \$35,000;

(b) the actual cash value; or

(c) the cost to repair or replace,

whichever is the least, minus a deductible.

(2) We will provide Physical Damage Coverage equal to the broadest coverage applicable to any covered "light truck" or private passenger type "auto" under this policy.

(3) The deductible will be equal to the largest deductible applicable to any owned covered "light truck" or private passenger type "auto".

(4) This coverage is excess over any other collectible insurance.

- (5) If a limit for hired auto physical damage is shown in the schedule, then that limit replaces, and is not in addition to, the limit described in (1) above.

c. Auto Loan/Lease Gap

In the event of a total "loss" to a covered "light truck" or private passenger type "auto" to which a loss payee applies under the Commercial Auto Coverage Form, we will pay any unpaid amount due on the lease or loan, less:

- (1) The amount paid under the Physical Damage Coverage Section of the policy; and
- (2) Any:
- (a) Overdue lease/loan payments at the time of "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases.

This coverage applies only to covered "light truck" or private passenger type "autos" which have comprehensive or collision coverage. If separate Auto Loan/Lease Gap coverage has been purchased, coverage under this provision does not apply.

d. Fire Department Service

When the fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered "loss", we will pay up to \$1,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No deductible applies to this additional coverage.

e. Fire Extinguisher

We will pay the actual cost of recharging or replacing, whichever is less, your fire extinguishers which are kept in your covered "auto" that are intentionally discharged in an attempt to extinguish a fire.

f. Personal Effects

If Comprehensive coverage is provided on a covered "auto" that is stolen, we will pay up to \$1,000 for personal effects that were in the covered "auto" that was stolen.

2. The following coverages are revised:

- a. Paragraph A.2. Towing is amended by adding the following:

We will pay up to:

- (1) \$100 each time a covered private passenger type "auto" is disabled; or
- (2) \$200 each time a covered "auto" other than a private passenger type "auto" is disabled.

However, the labor must be performed at the place of disablement.

If a limit is shown on the Declarations for towing and labor costs, this provision does not apply.

- b. Paragraph A.4.a. Transportation Expenses is deleted and replaced by the following:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "light truck" or private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

3. Paragraph 3.a. under B. Exclusions is amended by adding the following:

However, the exclusion for mechanical and electrical breakdown does not apply to the accidental discharge of an airbag of an owned "auto". This coverage is excess over any other collectible insurance or warranty.

4. Paragraph D. Deductible is amended by adding the following:

a. The Comprehensive deductible shown in the Declarations does not apply to "loss" to glass if the glass is repaired rather than replaced.

b. For a "loss" that involves two or more covered "autos", we will apply one deductible to the "loss", subject to the following conditions:

(1) The covered "autos" are involved in the same "accident"; and

(2) There is Comprehensive, Collision or Specified Causes of Loss on the covered "autos".

The deductible applicable is the highest deductible on the covered "autos" involved in the "accident".

D. SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

1. Paragraph a. under A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended to include the following:

Knowledge of an "accident", claim, "suit" or "loss" by an agent or "employee" of any insured shall not in itself constitute knowledge by the "insured" unless your partners, executive officers, directors, managers, members or a person who has been designated by them to receive reports of "accidents", claims, "suits" or "loss" shall have received such notice from the agent or "employee".

2. Paragraph A.4. Loss Payment – Physical Damage Coverages is amended to include the following:

Regardless of which option we select, in the event of a theft of a covered "auto", we will pay the expenses incurred in order to return the covered "auto" to the Named Insured.

3. Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us is amended to include the following:

We waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of the use of a covered "auto" which occurs while under a contract with that person or organization. The waiver only applies to a person or organization with whom you have a written contract or agreement requiring you to waive the right of recovery under this policy. The written contract or agreement must have been executed prior to the "accident" causing "bodily injury" or "property damage".

4. Paragraph B.2. Concealment, Misrepresentation Or Fraud is amended to include the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal. This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

5. The following condition is added:

Liberalization

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the date the revision is effective in your state.

E. SECTION V – DEFINITIONS is amended as follows:

1. Paragraph C. "Bodily Injury" is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

2. The following definition is added:

"Light truck" means a truck with a gross vehicle weight of 10,000 pounds or less.



**BUSINESS AUTO
SCHEDULE OF FORMS
AND ENDORSEMENTS**

The following schedule is a continuation of the declarations.

Policy Number: CVQ5473

Policy Period
From 09-29-2017 To 09-29-2018

Named Insured: PALADIN LLC

Agent: 700115007

Forms and Endorsements applying to Business Auto Coverage and made part of this policy at time of issue:

CA0001	0306	IL0017	1198	ML6023	0714	CA2384	0106
ML6030	0107	BA1041	1115	CA0156	1013	CA0221	0999
IL0021	0502	CA9935	1013	CA2170	0306	BA1025	0809

Date Issued: 10/09/2017



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00)-02**

POLICY NUMBER: (6JUB-9F89198-0-17)

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

LANCASTER COUNTY, NEBRASKA

DATE OF ISSUE: 10-31-17

ST ASSIGN: NE

GENERAL SPECIFICATIONS

ROOF REPLACEMENT FOR WAVERLY BUILDINGS AND SALT DOME

1. GENERAL NOTICE

- 1.1 Lancaster County, hereinafter referred to as Owners, are requesting bids from qualified firms, hereinafter referred to as Vendor(s) for the site prep, roof replacement of a salt dome and two (2) small buildings for the Waverly Maintenance Shop located at 141st and Oldfield Street, Waverly, NE.
 - 1.1.1 Contractor must verify roof area square footage during pre-bid meeting.
 - 1.1.2 Salt dome estimated 65.36 squares.
 - 1.1.3 Small building estimated 24.36 squares.
 - 1.1.4 **Waverly main building is located at 13959 Oldfield St, Waverly, NE.**
 - 1.1.5 Contractor must verify roof area square footage during pre-bid meeting.
 - 1.1.6 Estimated 50.32 squares.
- 1.2 The Vendor shall include all costs associated with the labor, supervision, materials, supplies, permits and licenses required to perform the services requested in these Specifications and other bid documents.
 - 1.2.1 Any mention of compliance with the General Specifications shall also mean the compliance according to the terms of all other documents attached to or referenced in the bid.
- 1.3 Contract will be awarded to the Vendor whose bid substantially meets all of the required specifications, duties, terms and conditions as defined in this request.
- 1.4 The Owners are requesting that construction begin according to the dates listed in these Specifications.
- 1.5 The Owners will award the contract to the Vendor who is the lowest, responsible, responsive bidder and whose bid will be most advantageous to the Owners.
- 1.6 The Owners will execute a firm-fixed contract for the work to be performed under the terms of an awarded contract.
 - 1.6.1 The Owners reserve the right to allow adjustments to the contract should there be a substantial change in the nature of the work involved.
 - 1.6.1.1 Such adjustments must be made in the form of a written contract amendment signed by both the Vendor and the Owners at the time of the change.
- 1.7 Any deviation from these Specifications or any other bid document must be documented on Company Letterhead and attached to the Supplier Response section of your e-bid response.
- 1.8 Vendor must submit their bid and all attachments via the City/County e-bid system.
 - 1.8.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Dept.
 - 1.8.2 To register, go to the City of Lincoln website; lincoln.ne.gov
type e-bid in search box
click on "supplier registration"
follow instructions to completion.
- 1.9 All inquiries regarding these specifications shall be directed via e-mail request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov).
 - 1.9.1 These inquiries and/or responses shall be distributed to prospective Vendors as an electronic addenda.
 - 1.9.2 All inquiries must be submitted to the Purchasing Office 5 days prior to the bid opening.
 - 1.9.3 Vendors are not allowed to discuss this Proposal with any County employee, Engineer/Architect or elected official other than the City/County Purchasing Staff through the award process.
 - 1.9.3.1 Failure to follow this requirement may result in immediate disqualification of your bid.
- 1.10 A bid bond is required in the amount of 5% of the total bid amount at time of bid submission.
 - 1.10.1 A certified check made payable to the County Treasurer is acceptable.

- 1.11 A Performance and Payment bond in the full amount of the contract will be required at time of contract award.
- 1.12 Work may be performed at the job site during operating hours which are from 7am - 3pm, Monday - Friday.
- 1.13 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.14 Vendors are encouraged to attend a pre-bid meeting on Tuesday, September 19, 2017 at 1:00 p.m. at the site to familiarize themselves with the scope of the work, the arrangement and layout of the building, surrounding area and the particularities of the overall operation.
 - 1.14.1 Vendors shall meet at the roof replacement site which is located at 141st & Oldfield, Waverly, NE.
- 1.15 Progress payments shall be made by the County through the Construction Administrator and Owner Representative for documented work completed during the project.
 - 1.15.1 At no time will the County make payment for work that has not been completed or approved.
 - 1.15.2 The Construction Administrator will provide the documentation and requirements for progress payments to the awarded Vendor upon Notice To Proceed.
 - 1.15.3 Payments will be made as requested and approved by the Construction Administrator with retention amounts following the City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans .
- 1.16 The Owners Representative for this project will be Ron Bohaty of the County Engineering Department.
- 1.17 The roof replacement shall be done on the salt dome first and shall be completed thirty (30) days upon notice to proceed unless adverse weather conditions exist and don't allow it.
 - 1.17.1 Awarded contractor shall be communicating with the Contractor Administrator if adverse weather conditions exist.
 - 1.17.2 The small and large building roof replacements shall follow with a completion date of thirty days from completion of salt dome roof replacement unless adverse weather conditions exist and don't allow it.
 - 1.17.3 Awarded contractor shall be communicating with the Contractor Administrator if adverse weather conditions exist.
- 1.18 Contractor shall maintain existing building functions and utilities in service and protect the general public, buildings and landscape against damage during all portions of the project.
 - 1.18.1 The contractor's operation shall not obstruct streets, walks or other occupied or used facilities without permission from the Project Manager or his designated representative.

2. CONTRACTOR INSURANCE

- 2.1 The awarded Vendor shall furnish the Owners with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.
- 2.2 All certificates of insurance and endorsements shall be filed with the Owners on the standard ACORD Certificate of Insurance form showing specific limits of insurance coverage required and showing City of Lincoln as "Named Additional Insured" as pertains to these services.
- 2.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 5 days of award notice.**

3. QUALIFICATIONS OF THE BIDDER

- 3.1 The Owner may investigate as deemed necessary to determine the ability of the Vendor to perform the required work, and the Vendor shall furnish to the Owners all such information and data for this purpose.
- 3.2 No Vendor will be considered who is not at the present time actively engaged in the performance of metal building construction services and site prep, and who cannot clearly demonstrate to the satisfaction of the Owners, his/her ability to satisfactorily perform the work in accordance with the requirements of this specification and standards of the industry.
- 3.3 Vendor shall provide at least three current references for other customers where similar services have been provided.
 - 3.3.1 Reference responses shall be attached to the Response Attachment section of your e-bid response.

4. REMOVAL, DISPOSAL AND SITE RESTORATION

- 4.1 The Vendor shall remove from the site and dispose of all material, debris, installation materials and adhesives in accordance with all Local, State and Federal regulations.
 - 4.1.1 Vendors are strongly encouraged to recycle metal, concrete and any other material in order to reduce the amount of waste going to the City Landfill.
- 4.2 The existing roof system shall be removed, all layers of existing shingles roofing down to the roof deck.
- 4.3 The Vendor shall remove from the site and dispose of all material, debris, installation materials and adhesives in accordance with all the current Local, State and Federal regulations.
- 4.4 Conduct removal and disposal operations to prevent injury to passers by, adjacent buildings, vehicles and other facilities.
- 4.5 Vendor shall promptly repair any damages caused to adjacent facilities by demolition operations and restore the work site to its original condition at no cost to the County.
- 4.6 After removal of the existing roofing system, the Vendor shall clean the substrate of dust, dirt, debris and other substances.

5. ROOF REQUIREMENTS

- 5.1 Vendor must comply with City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans (including General Provisions and Requirements, and Material and Construction Specifications) throughout the completion of the project provided they do not interfere with the other documents attached to the bid.
 - 5.1.1 Any deviation to the Lincoln Standard Plans, Specifications, or Plans and Drawings must be addressed as part of the bid response prior to bid closing.
 - 5.1.2 Any deviation from the Lincoln Standard Plans, Specifications or Plans and Drawings which may arise during construction must be addressed and approved by the Construction Administrator and Owner prior to completion of work, with a contract amendment being issued as necessary.
- 5.2 The materials, products and equipment described in the bid establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
 - 5.2.1 Any request for substitution of the products listed must be submitted to the purchasing Department prior to bid closing.
 - 5.2.2 Requests for substitutions will be addressed via an addendum to all Vendors through the e-bid system.
 - 5.2.3 No substitutions will be considered after the contract award unless specifically provided for in contract documents.
- 5.3 The Vendor is responsible for obtaining and paying of all fees and charges associated with permits or licenses required to complete the work for this project.
- 5.4 Vendors will be given a location to park vehicles and stage equipment during the term of the project.

- 5.5 Vendor takes full responsibility for all of their employees and any subcontractors who are hired to work on the project.
- 5.6 Vendor shall inspect the exposed roof deck for soundness.
- 5.7. Any areas of roof decking, underlying framework or roof edge fascia which are found to be damaged, rotted shall be replaced or repaired before the new roofing is installed.
- 5.8 All debris shall be removed and legally disposed of.
- 5.9 Shingles
 - 5.9.1 Manufacturer
 - 5.9.2 Tamko Heritage shingles or equivalent or better with appropriate accessories.
 - 5.9.2.1 Shingle color shall be determined by owner.
 - 5.9.3 Shingles shall be architectural type with new felt.
 - 5.9.4 Install new ridge cap shingles.
 - 5.9.5 Install new drip edge.
 - 5.9.6 Install new metal flashing, 14'
- 5.10 A minimum of 24 gauge galvanized steel with prefinished in standard color shall be installed.
 - 5.10.1 Install new roof vents
 - 5.10.2 Install step flashing and rolled roofing on entrance.
- 5.11 Shingles installed on surfaces greater than a 12/12 pitch shall be set using shingle adhesive per manufacturer's installation instructions.

6. PROJECT COMPLETION

- 6.1 The roof replacement shall be done on the salt dome first and shall be completed thirty (30) days upon notice to proceed unless adverse weather conditions exist and don't allow it.
 - 6.1.1 Awarded contractor shall be communicating with the Contractor Administrator if adverse weather conditions exist.
 - 6.1.2 The small and large building roof replacements shall follow with a completion date of thirty days from completion of salt dome roof replacement unless adverse weather conditions exist and don't allow it.
- 6.2 Vendor must complete the project according to the agreed upon contract completion date which will be listed in the contract documents.
 - 6.2.1 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.
 - 6.2.2 Delays caused by the Owners or other factors not in the control of the Vendor will result in an extension of the project and an amendment to the contract.
- 6.3 All work performed under the terms of this bid and subsequent contract documents shall be guaranteed for a minimum period of one year from date of final completion of the project or longer according to the terms of the manufacturers standard agreement.
- 6.4 Job shall be completed according to industry standards with approval of completion and final payment being made by the Construction Administrator and the Owners.

7. WARRANTY

- 7.1 The completed roofing system shall be inspected by the specified manufacturer and certified that the system has been installed in accordance with their specifications and recommendations.
- 7.2 The completed roofing system shall carry a manufacturer's standard warranty.
- 7.3 Please attach manufacturer's standard warranty information in the Vendors Response Attachment Section of the e-bid.

- 7.4 A contractor's guarantee against leaks due to defects or workmanship shall be included and included in the attributes.

8. EVALUATION CRITERIA

- 8.1 Evaluation of bids will consist of the following:
 - 8.1.1 Total price of contract and other pricing factors that will amount to the best value to the Owners.
 - 8.1.2 Ability to provide service as required in this Specification.
 - 8.1.3 Deviations from these Specifications.
 - 8.1.4 References

ADDENDUM #1
Issue Date:
09/26/2017
Bid No. 17-258
ROOF REPLACEMENT FOR WAVERLY BUILDINGS AND SALT DOME

Addenda are instruments issued by the Purchasing Department 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 to the Specification and bidding documents:

QUESTIONS / CLARIFICATIONS

1. In the specifications, Section 1.1.6, current Maintenance Building is the building that the measurements are referring too.
2. Delete 3.2 in the specifications, does not pertain to this project.
3. Will the contract be awarded to one (1) or more contractors?
 - a) The County may award to one (1) or more depending what is in the best interest of the County.
4. The sides of the entrance on the salt done are shingled. Then added an Attribute for warranty issues pertaining to this.
5. Attached the pre-bid attendee list in the Bid Attachment Section.
6. Added a bid line Attribute for bidders to include the manufacturer of shingles.

END OF ADDENDUM NO. 1

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Sharon Mulder
Assistant Purchasing Agent

	A	C	F	G
1	Roof Replacement for Waverly Buildings and Salt Dome			
2	Sign in Sheet for All Attendees: September 19, 2017 at 1:00 p.m.			
3				
4				
5	NAME	COMPANY	PHONE NUMBER	E-MAIL ADDRESS
6	Sharon Mulder	City/County Purchasing	402-441-7428	smulder@lincoln.ne.gov
7	Doug Woebe	Carlson Projects Inc	402-429-5932	dougw.carlsonprojects@gmail.com
8	Sarah Ryan	Paladin LLC	402-681-1387	sarah@paladin.construction
9	Nick Hoffmann	Paladin LLC	402-208-9679	nick@paladin.construction
10	Pon Reiner		402-572-6407	reiner@cox.net
11	Jim White		309-392K9159	JA.Speed.Space@att.net
12	Joe Grant	10 Mun LLC	402-991-0048	10.mun@llc.com
13	Ron Bohaty	LANCASTER COUNTY	402-441-7775	RBOHATY@LANCASTER.NE.GOV
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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.

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

**Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.
This includes endorsements and waivers as required below.**

All Vendors must comply with Sections 2-7.

*Indicates Endorsement Form is required.

Insurance; Coverage Information

The contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000.00 per occurrence. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements and waivers described herein and below before being permitted to begin the work or project. All certificates, endorsements and endorsement forms (where required) must be acceptable to the City Attorney or County Attorney as appropriate. Certificates shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

1. Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 Additional Insured*

An Additional Insured Endorsement Form showing the City/County/PBC as Additional Insured for Commercial General Liability, Auto Liability and such other coverage as may be required by the City/County/PBC.

1.2 Automobile Liability*

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

1.3 Garage Keepers / Garage Liability*

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

1.4 Workers' Compensation; Employers' Liability*

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. 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.

1.5 Builder's Risk Insurance*

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

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

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

1.6 Pollution Liability*

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

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

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

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this 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, including infringement of intellectual property (except patent and trade secret) of 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.*

1.8 Railroad Contractual Liability Insurance*

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide an endorsement (ISO® form CG24170193 or newer) that removes or deletes any exception for such work in the Contractor's commercial general liability policy. Any endorsement not described herein shall be subject to the approval of the City/County/PBC Attorney.

1.8.1 Railroad Protective Liability

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

1.9 Cyber Insurance*

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000.00. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

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.

Advertise 2 times
Wednesday, September 13, 2017
Wednesday, September 20, 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, September 27, 2017** for providing the following:

Roof Replacement for Waverly Buildings and Salt Dome
Bid No. 17-258

A pre-bid meeting will be held Tuesday, September 19, 2017 at 1:00 p.m., at the Waverly County Shop, 13959 Old Field Street, Waverly, NE. All interested Vendors are strongly encouraged to attend.

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