

Tracking No. 17120155

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN/LANCASTER COUNTY  
NEBRASKA**

**Annual Service  
Kitchen Exhaust Hood & Equipment Cleaning  
Bid No. 17-312**

**Hood Masters, Inc.  
4044 S. 60th Street  
Omaha, NE 68117  
(402) 333-3208**

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

THIS CONTRACT, made and entered into by and between **Hood Masters, Inc., 4044 S. 60th Street, Omaha, NE 68117**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

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

**Kitchen Exhaust Hood & Equipment Cleaning, Bid No. 17-312**

and,

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

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

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

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

**Agreement to full proposal**

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

**The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The of products or services for County agencies shall not exceed \$5,300.00 during the contract term without approval by the Board of Commissioners. The cost of products or services for City Departments shall not exceed \$17,250.00 during the contract term without approval.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. **GUARANTEE:** A performance bond in the full amount of the contract shall be required for this contract. This bond shall remain in effect during the guarantee period as stated in the specifications.
6. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
8. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster

County. Notwithstanding the foregoing, the duties and obligations of the City, and the County pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City, or the County shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

9. Period of Performance. This Contract shall be effective January 24, 2018 through January 23, 2019. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.
  
10. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Supplier Response
  3. Insurance Certificate with Endorsements
  4. Performance/Payment Bonds
  5. Listing of Pinnacle Bank Arena Hoods and Locations
  6. Listing of Senior Center Hoods
  7. Listing of Belmont Rec Center Hood
  8. Listing of F Street Rec Center Hood
  9. Listing of County Corrections Hoods and Locations
  10. Special Provisions
  11. Specifications
  12. Instructions to Bidders
  13. Insurance Requirements
  14. Sales Tax Exemption Form 13  
(Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)
  15. 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](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

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

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

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

**Vendor Signature Page**

**CONTRACT  
Annual Service  
Kitchen Exhaust Hood & Equipment Cleaning  
Bid No. 17-312  
City of Lincoln and Lancaster County  
Hood Masters, Inc.**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

Bradley R Aman Seal  
Secretary

Hood Masters, Inc.  
Name of Corporation  
19252 Shirley St. Omaha, NE 68130  
Address  
By: [Signature]  
Duly Authorized Official  
President  
Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

\_\_\_\_\_  
Name of Organization  
\_\_\_\_\_  
Type of Organization  
\_\_\_\_\_  
Address  
By: \_\_\_\_\_  
Member  
By: \_\_\_\_\_  
Member

**IF AN INDIVIDUAL:**

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Signature

## City of Lincoln Signature Page

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**CONTRACT**  
**Annual Service**  
**Kitchen Exhaust Hood & Equipment Cleaning**  
**Bid No. 17-312**  
**City of Lincoln and Lancaster County**  
**Hood Masters, Inc.**

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Finance Director

Approved by Directorial Order No. \_\_\_\_\_

dated \_\_\_\_\_

## Lancaster County Signature Page

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**CONTRACT**  
**Annual Service**  
**Kitchen Exhaust Hood & Equipment Cleaning**  
**Bid No. 17-312**  
**City of Lincoln and Lancaster County**  
**Hood Masters, Inc.**

**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

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

CONTRACTOR (Name and Address):

Hood Masters, Inc.  
4044 S. 60th Street  
Omaha, NE 68117

SURETY (Name and Principal  
Place of Business):

Nationwide Mutual Insurance Company  
1100 Locust St., Dept. 2006  
Des Moines, IA 50391-2006

Owner (Name and Address):

The City of Lincoln, Nebraska; and Lancaster County, Nebraska  
555 South 10th St.  
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: \$ 22,550.00

Description (Name and Location):

For all labor, material and equipment necessary for Annual Service - Kitchen Exhaust Hood & Equipment  
Cleaning, Bid No. 17-312.

BOND

Date: December 22, 2017

Amount: \$ 22,550.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

Hood Masters, Inc.  
4044 S. 60th Street  
Omaha, NE 68117

Signature:

Name and Title:

SURETY

Company:

(Corp. Seal)

Nationwide Mutual Insurance Company  
1100 Locust St., Dept. 2006  
Des Moines, IA 50391-2006

Signature:

Name and Title: Andrew P Andersen, Attorney-in-Fact

EJCDC NO. 1810-28a (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.

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

Hood Masters, Inc.  
4044 S. 60th Street  
Omaha, NE 68117

SURETY (Name and Principal Place  
Of Business):

Nationwide Mutual Insurance Company  
1100 Locust St., Dept. 2006  
Des Moines, IA 50391-2006

Owner (Name and Address):

The City of Lincoln, Nebraska; and Lancaster County, Nebraska  
555 South 10th St.  
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: \$ 22,550.00

Description (Name and Location):

For all labor, material and equipment necessary for Annual Service - Kitchen Exhaust Hood & Equipment  
Cleaning, Bid No. 17-312.

BOND

Date: December 22, 2017

Amount: \$ 22,550.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL


Company: (Corp. Seal)


Hood Masters, Inc.  
4044 S. 60th Street  
Omaha, NE 68117

SURETY

Company: (Corp. Seal)

Nationwide Mutual Insurance Company  
1100 Locust St., Dept. 2006  
Des Moines, IA 50391-2006

Signature:   
Name and Title: \_\_\_\_\_

Signature:   
Name and Title: Andrew P Andersen, 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.

1. 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)

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
Farmland Mutual Insurance Company, an Iowa corporation  
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation  
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

**JEFFREY CRAIG GREENWALD**  
**KATE R. GREENWALD**

**ROHN PAUL LOYD**

**ANDREW P. ANDERSEN**

**LINCOLN NE**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS**

**\$ 1,500,000.00**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13<sup>th</sup> day of February, 2014.



**Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company**

**ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF POLK: ss

On this 13<sup>th</sup> day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz  
Notarial Seal - Iowa  
Commission Number 152785  
My Commission Expires March, 24, 2017

Notary Public  
My Commission Expires  
March 24, 2017

**CERTIFICATE**

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 22<sup>nd</sup> day of December, 2017.

Secretary

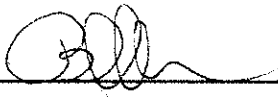
This Power of Attorney Expires 12/29/19

**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, Bradley R Aman, do hereby certify that all equipment to be used on Bid No. 17-312, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Douglas County, Nebraska.

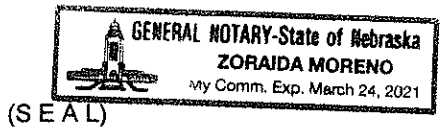
DATED this 27<sup>th</sup> day of December, 2017.

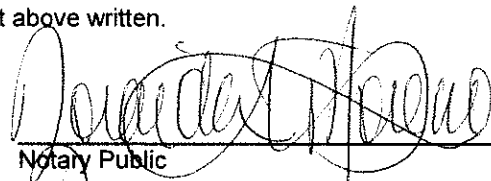
By:   
Title: President

STATE OF NEBRASKA )  
COUNTY OF Omaha )ss.  
)

On December 27, 2017, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Bradley R Aman, 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.



  
Notary Public

**EMPLOYEE CLASSIFICATION ACT AFFIDAVIT**

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, Nebraska Revised Statutes 48-2901 to 48-2912 and City of Lincoln Executive Order 083319,

I, Bradley P. Aman (Aman) herein below known as the Contractor, state under oath and swear as follows:

- 1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
- 2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
- 3. The Contractor has complied with Neb Rev Stat 4-114.
- 4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
- 5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to NRS 48-2912 of this Act.
- 6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City of Lincoln and Lancaster County. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City of Lincoln and Lancaster County for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

PRINT NAME: Bradley P. Aman  
 (First, Middle, Last)

SIGNATURE: [Handwritten Signature]

TITLE: President

State of Nebraska )  
 County of Omaha ) ss.

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 27 day of December, 2017.



[Handwritten Signature]  
 Notary Public

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Rachelle Hinze, Buyer	Address	Purchasing	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68508	
Fax	1 (402) 441-6513	Contact	Rachelle Hinze, Buyer	Contact
Bid Number	17-312	Department		Department
Title	Annual Requirements for Kitchen Exhaust Hood & Equipment Cleaning	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	11/29/2017 01:58 PM (CT)	Telephone	1 (402) 441-8313	Telephone
Close Date	12/13/2017 12:00:00 PM (CT)	Fax	1 (402) 441-6513	Fax
		Email	rhinze@lincoln.ne.gov	Email

## Supplier Information

Company Hood Masters, Inc  
 Address 4044 S. 60th Street  
  
 Omaha, NE 68117  
 Contact Brad Aman  
 Department  
 Building  
 Floor/Room  
 Telephone (402) 333-3208  
 Fax (888) 951-6813  
 Email hoodmasters@cox.net  
 Submitted 12/13/2017 10:23:18 AM (CT)  
 Total \$11,275.00

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

Signature Bradley R Aman Email brad@hoodmastersomaha.com

## Supplier Notes

## Bid Notes

## Bid Activities

Date	Name	Description
12/5/2017 09:00:00 AM (CT)		Pre-bid Dec. 5 at 9:00a.m. We will start at the Adult Detention Center at 3801 West "O" Street, Lincoln, NE. Park in the back of the facility to access the kitchen.



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## Bid Messages

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### Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: <a href="http://www.sos.ne.gov/business/notary/citizenforminfo.html">http://www.sos.ne.gov/business/notary/citizenforminfo.html</a></p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	No.
2	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
3	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	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

6	Purchase Order, Contract and Delivery Contact	The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.	Brad Aman brad@hoodmastersomaha.com 402-333-3208 ext. 4
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
8	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO _____ (b) Are your bid prices subject to escalation/de-escalation YES or NO _____ (c) If (b), state period for which prices will remain firm: through _____	Bid is firm for for one year and three additional years of optional renewal.
9	Renewal is an Option	Contract Extension Renewal is an option.	Yes
10	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
11	Bid Bond Submission - City	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 City Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have scanned and attached my bid bond.
12	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
13	Bid Award	a) I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. Do you agree and understand? Yes/No _____  b) Is your pricing based on all-or-nothing basis, please indicate is so. Yes/No _____	Yes, all or nothing.
14	Electronic Signature	Please check here for your electronic signature.	Yes

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## Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	County Corrections Exhaust Hood Cleaning consists of: Main kitchen and staff dining	\$2,650.00
			Item Notes: Unit price is per each total cleaning	
			Supplier Notes:	
2	1	Lump Sum	Pinnacle Bank Arena Exhaust Hood Cleaning consists of: Main Kitchen and Concession Area	\$7,500.00
			Item Notes: Unit price is per each total cleaning	
			Supplier Notes:	
3	1	Lump Sum	Senior Center Exhaust Hood Cleaning	\$375.00
			Item Notes: Unit price is per each total cleaning	
			Supplier Notes:	
4	1	Lump Sum	Belmont Rec Center Exhaust Hood Cleaning	\$375.00
			Item Notes: Unit price is per each total cleaning	
			Supplier Notes:	
5	1	Lump Sum	F Street Rec Center Exhaust Hood Cleaning	\$375.00
			Item Notes: Unit price is per each total cleaning	
			Supplier Notes:	
Response Total:				\$11,275.00

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19252 Shirley Street, Omaha, NE 68130

### **Reference List**

Cutchall Management – Omaha  
Sonic – Dominoes – Famous Daves  
Contact – Tim Griggs  
Phone # 402-672-9804

Horseshoe/Harrah's Casino  
Contact – Jenifer Shanno  
Phone # 402-926-8714

Metro Community College – Omaha  
Contact – George Vana, Building Manager  
Phone # 402-457-2444

Charleston's Restaurant - Omaha  
Contact – Vince Fletcher  
Phone # 402-991-0055

Brewsky's Food & Spirits  
Contact – Brian Kitten  
Phone # 402-610-1939

Client#: 63548

HOODM

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/08/2017

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 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: INSPRO Insurance, Inc. 12702 Westport Parkway, Suite #200 LaVista, NE 68138 402 333-5700
CONTACT NAME: Kimberly Wirth
PHONE (A/C, No, Ext): 402-333-5700
FAX (A/C, No): 402-333-0633
E-MAIL ADDRESS: kwirth@insproins.com
INSURER(S) AFFORDING COVERAGE: Columbia National Insurance Gro
NAIC #: 19640
INSURED: HoodMasters, Inc. 19252 Shirley Street Omaha, NE 68130

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.

Table with 7 columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

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

Blanket coverage for all project and operations of Contractor.
Full Certificate Holder: City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County
Public Building Commission
(See Attached Descriptions)

CERTIFICATE HOLDER CANCELLATION

City of Lincoln and/or Lancaster County and/or 555 South 10th Street Lincoln, NE 68508
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: Jeffrey J. Jorgensen

## DESCRIPTIONS (Continued from Page 1)

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission are listed as additional insured on the General Liability as required by written contract.

Waiver of Subrogation on the Workers Compensation in favor of City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission as required by written contract.

Per Project Aggregate applies.

POLICY NUMBER **CMPNE0000015358**

Renewal of

**CMPNE0000015358**

Named Insured: **HOODMASTERS INC**

Policy Period: From 05/05/2017 to 05/05/2018 at 12:01 a.m. Standard Time at the mailing address shown above.

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**FORMS SCHEDULE**

THESE FORMS ARE ONLY APPLICABLE TO THE GENERAL LIABILITY COVERAGE PROVIDED UNDER THIS POLICY.

Form Name	Edition	Description
CG-500	07/13	LIABILITY PREMIER ENDORSEMENT
CG-501	02/13	LIAB PREMIER SUPP-CONTRACTORS
CG0001	04/13	COMM GENERAL LIAB COV FORM
CG0300	01/96	DEDUCTIBLE LIABILITY INSURANCE
CG0435	12/07	EMPLOYEE BENEFITS LIAB COVERAG
**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE, PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**		
CG2107	05/14	EXC-ACCESS/DISCLOSURE PERS INF
CG2109	06/15	EXCLUSION - UNMANNED AIRCRAFT
CG2133	11/85	EXCL - DESIGNATED PRODUCTS
CG2147	12/07	EXCL-EMPLOYMENT RELATED PRACTS
CG2167	12/04	FUNGI OR BACTERIA EXCLUSION
CG2171	01/15	LTD TERROR EXCL (OTHER THAN CE
CG2176	01/15	EXCLUS OF PUN DMGS REL TO CERT
CG2196	03/05	SILICA/SILICA RELATD DUST EXCL
L-361	03/95	ASBESTOS EXCLUSION

\* indicates change in form

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GENERAL LIABILITY PREMIER SUPPLEMENT  
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following supplemental coverages apply only to contractor classifications covered by this policy:

**SECTION II – WHO IS AN INSURED**

The following paragraph is added:

8. Any person or organization whom you have agreed in writing in a contract or agreement, prior to a loss, that such person or organization be added as an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" for the additional insured and included in the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, the insurance provided is primary insurance and we will not seek contribution from any other insurance available to the additional insured as long as you and the additional insured have agreed in writing in a contract or agreement executed prior to a loss that such person or organization be added as an additional insured on a primary non-contributory basis.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>State Or Governmental Agency Or Subdivision Or Political Subdivision:</b></p> <p>City of Lincoln and/or Lancaster  County and/or Public Building Commisssion  555 South 10th Street  Lincoln, NE 68508</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT OF CANCELLATION PROVISIONS –  
ADDITIONAL INTEREST**

**SCHEDULE**

<b>Name:</b>	City of Lincoln and/or Lancaster County and/or Public Building Commission
<b>Address:</b>	555 South 10th Street Lincoln, NE 68508

<b>Name:</b>	
<b>Address:</b>	

<b>Name:</b>	
<b>Address:</b>	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Number of days' notice (other than nonpayment of premium): 30

- A. In the event of cancellation of this policy for any statutorily permitted reason, other than nonpayment of premium, we agree to mail to the additional insured(s) and/or additional third party interest(s), indicated in the Schedule above, written notice of cancellation. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation.
- B. In the event of cancellation of this policy due to nonpayment of premium, we agree to mail to the additional insured(s) and/or additional third party interest(s), indicated in the Schedule above, written notice of cancellation at least 10 days before the effective date of cancellation.
- C. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO PREMIER ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **A. COVERED AUTOS**

**SECTION I – COVERED AUTOS**, Paragraph C. **Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is amended by adding the following:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction.

### **B. LIABILITY COVERAGES**

**SECTION II – LIABILITY COVERAGE** in Paragraph A. **Coverage, 1. Who Is An Insured** is amended to include the following:

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (1) That is a joint venture or partnership,
  - (2) That is an "insured" under any other policy,
  - (3) That has exhausted its Limit of Insurance under any other policy, or
  - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

**g.** Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

- (1) Currently in effect or becoming effective during the term of this policy; and
- (2) Executed prior to the "bodily injury" or "property damage".

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the locations(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limit of Insurance.**

For any covered "auto" you own, this Coverage Form provides primary coverage.

**SECTION II – LIABILITY COVERAGE** in Paragraph **A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended to replace the following:

- (2) We will pay up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) We will pay all reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day, because of time off from work.

**SECTION II – LIABILITY COVERAGE** in Paragraph **B. Exclusions, 6. Care, Custody Or Control** is amended by adding the following:

This Care, Custody Or Control exclusion does not apply to property not owned by any "insured", subject to the following:

- a. The most we will pay under this exception for any one "accident" is \$1,000; and
- b. A deductible of \$500 per "accident" applies to this exception.

## **C. PHYSICAL DAMAGE COVERAGES**

### **SECTION III – PHYSICAL DAMAGE COVERAGE**

Coverage is amended as follows:

Paragraph **2. Towing** under **A. Coverage** is replaced with:

#### **2. Towing and Labor**

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled.

- (a) For private passenger type vehicles or "light trucks", we will pay up to \$75 per disablement. "Light trucks" have a gross vehicle weight (GVW) of 10,000

pounds or less.

- (b) For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" have a gross vehicle weight (GVW) of 10,001 lbs. to 20,000 pounds.

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

Paragraph 4. Coverage Extensions, a. Transportation Expenses under A. Coverage is amended to provide the following limits:

We will pay up to \$50 per day to a maximum of \$1,500. All other terms and provisions of this section remain applicable.

The following is added to 4. Coverage Extensions:

**c. Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

**d. Rental Reimbursement**

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto" of the private passenger or light truck (10,000 lbs. or less gross vehicle weight) type for which Physical Damage coverages apply.

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto". Payment applies in addition to the otherwise applicable coverage you have on a covered "auto". No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and 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) \$35 per day.
- (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

- (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

**e. Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured". Personal Effects does not include tools, jewelry, guns, musical instruments, money or securities.

**f. Audio, Visual and Data Electronic Equipment Coverage**

We will pay for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in a covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in a covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

- (1) We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described above. However, this does not include tapes, records or discs.
- (2) In addition to the exclusions that apply to Physical Damage Coverage, with exception of the exclusion relating to audio, visual and data electronic equipment, the following exclusion applies:

We will not pay for any electronic equipment or accessories used with such electronic equipment that are:

- (a) Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or

- (b) Both:

An integral part of the same unit housing any sound reproducing equipment designed solely for the reproducing of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and

Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

- (3) With respect to this coverage, the most we will pay for all "loss" of audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
- (a) The actual cash value of the damaged or stolen property as of the time of the "loss";

- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or \$1,000;

minus a deductible of \$100.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

If there is other coverage provided for audio, visual and data electronic equipment, the coverage provided herein is excess over any other collectible insurance.

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

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

Paragraph **C. Limit of Insurance** is amended by adding the following language:

4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:
- a. The amount paid under the Physical Damage Coverage Section of the policy; and
  - b. Any:
    - (1) Overdue lease / loan payments at the time of the "loss";
    - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
    - (3) Security deposits not returned by the lessor;
    - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
    - (5) Carry-over balances from previous loans or leases.

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

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

## **D. CONDITIONS**

### **SECTION IV – BUSINESS AUTO CONDITIONS, Subsection A., Loss Conditions**

Coverage is amended as follows:

The following is added to paragraph 2. **Duties In The Event of Accident, Suit or Loss:**

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
- (1) You, if you are an individual;
  - (2) Any partner or insurance manager if you are a partnership
  - (3) An executive officer or insurance manager, if you are a corporation;
  - (4) Your members, managers or insurance manager, if you are a limited liability company; or
  - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

The following language is added to **5. Transfer of Rights of Recovery Against Others to Us**:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage".

#### **SECTION IV – BUSINESS AUTO CONDITIONS, Subsection B. General Conditions**

Coverage is amended as follows:

The following is added to **2. Concealment Misrepresentation or Fraud**:

Your unintentional error in disclosing or failing to disclose any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

Paragraph **5.b.** of **5. Other Insurance** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage provided by this endorsement, the following are deemed to be covered "autos" you own:
- (a) Any covered "auto" you lease, hire, rent or borrow; and
  - (b) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **(2) Limit of Insurance For This Section**

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$50,000 per accident, or
- (b) actual cash value at the time of loss, or



- (c) cost of repair.

minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

- (3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

**(4) Definitions For This Section**

- (a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and "loss" caused by falling objects or missiles.
- (b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

**E. DEFINITIONS**

**SECTION V – DEFINITIONS**, Paragraph C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these. The definition of "bodily injury" is amended to include mental anguish resulting from any bodily injury, sickness or disease sustained by a person.



10820 Harney Street  
Omaha NE 68154  
(800) 877-4245

**COMMON**  
**POLICY DECLARATIONS**

COLUMBIA NATIONAL INSURANCE COMPANY  
(A Stock Company)

POLICY NUMBER **CAPNE0000015358**  
Renewal of **CAPNE0000015358**

Named Insured and Mailing Address:  
HOODMASTERS INC  
19252 SHIRLEY ST  
OMAHA NE 68130-3778

Agent and Mailing Address: 18023-00001  
INSPRO, Inc.  
12702 Westport Pkwy Ste 200  
La Vista NE 68138-4012  
402-333-5700

Policy Period: From **05/05/2017** to **05/05/2018** at 12:01 a.m. Standard Time at the mailing address shown above.

**IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**Business Description:** JANITORIAL SERVICES

**Form of Business:** CORPORATION

Coverage Part	Premium
Property	NOT COVERED
General Liability	NOT COVERED
Crime	NOT COVERED
Inland Marine	NOT COVERED
Auto	\$16,157
Total Premium	\$16,157

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE LISTED ON EITHER THE COMMON FORMS SCHEDULE OF THIS DECLARATIONS OR THE DECLARATIONS APPLICABLE TO SPECIFIC COVERAGES PROVIDED WITH THIS POLICY.

Countersigned by \_\_\_\_\_  
Authorized Agent

When used as a premium basis:

**FOR PUBLIC AUTOS**

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

1. Amounts paid to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

**FOR RENTAL OR LEASING CONCERNS**

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased to others without drivers.

**Endorsements Attached To This Policy**

Form Name	Edition	Description
IPJ-305	07/14	POLICY JACKET
CA-500	07/09	BUS AUTO PREMIER ENDORSEMENT
CA0001	10/13	BUSINESS AUTO COVERAGE FORM
CA0156	11/13	NEBRASKA CHANGES
CA0221	10/13	NEBRASKA CHANGES -CANCELLATION
CA2170	10/13	NE UM/UIM COVERAGE
*CA2345	11/16	PUBLIC/LVRY PSGR CONVEY/ON-DMD
CA2384	10/13	EXCLUSION OF TERRORISM
CA9935	11/13	NEBRASKA AUTO MED PAYMENTS COV
CA9944	10/13	LOSS PAYABLE CLAUSE
IL-368	09/05	ACTUAL CASH VALUE
ILO003	08/07	CALCULATION OF PREMIUM
ILO017	11/98	COMMON POLICY CONDITIONS
ILO021	05/02	NUCLEAR ENERGY LIAB EXCL-BROAD
JDL190	06/06	COMMON POLICY DECLARATIONS

**Driver Schedule**

**Driver(s):**

GENTRY DODD  
Birthdate 04/27/1990

TIMOTHY BETTEN  
Birthdate 03/10/1995

JEFFREY LIPPERT  
Birthdate 11/10/1995

ANTHONY JACKET  
Birthdate 01/12/1982

TONY JORDAN  
Birthdate 11/22/1980

RAYMOND HUTZELL  
Birthdate 01/01/1970

MARK WHITE  
Birthdate 08/25/1962

KENNETH GLENDENNING  
Birthdate 07/10/1953

DONALD GUTHARD  
Birthdate 03/02/1973

GARY BERAN  
Birthdate 05/10/1957

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

Schedule

BLANKET COVERAGE

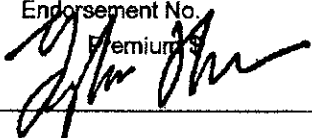
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured **HoodMasters, Inc.**

Effective Policy No. **WCPNE0000015358**

Endorsement No. Premium \$

Insurance Company Columbia National Insurance Gro

Countersigned by 

Pinnacle Bank Arena Kitchen Exhaust Hood & Equipment Cleaning Services

System #	Location	Hood	# of Hoods	# of Fans	# of Ducts	Frequency	Access Panels
1	Event Level	Main Kitchen	1	1-A	1-A	2	2
2	Event Level	Main Kitchen	1	1-B	1-B	2	2
3	Event Level	Main Kitchen	1	1-C	1-C	2	2
4	Event Level	Main Kitchen	1	1-D	1-D	2	2
5	Event Level	Main Kitchen	1	1-E	1-E	2	2
6	Event Level	Concession	2	1	1	2	7
7	Event Level	Concession	1	1	1	2	6
8	Event Level	Concession	1	1	1	2	4
9	Event Level	Concession	2	1	1	2	4
10	Event Level	Concession	2	1	1	2	5
11	Premium Concourse	Concession	1	1	1	2	5
12	Upper Concourse	Concession	1	1	1	2	3
13	Upper Concourse	Concession	2	1	1	2	4
14	Upper Concourse	Concession	2	1	1	2	4
15	Upper Concourse	Concession	1	1	1	2	3
16	Upper Concourse	Concession	1	1	1	2	4

Bi-Annual Cleaning Cost

Senior Center

Hood Exhaust Cleaning

System #	Location	Hood	# of Hoods	# of Fans	# of Ducts	Freq.
1	Steamer	Main Hood	1	1	1	2
2	Grill	Tilt Skillers	1	1	1	2
3	Fryer	Conv. Ovens	1	1	1	2

Belmont Rec

Hood Exhaust Cleaning

System #	Location	Hood	# of Hoods	# of Fans	# of Ducts	Freq.
1	Grill/Fryer	Main Hood	1	1	1	2

F Street Rec

Hood Exhaust Cleaning

System #	Location	Hood	# of Hoods	# of Fans	# of Ducts	Freq.
1	Grill/Fryer	Main Hood	1	1	1	2



Lancaster County Corrections

System #	Location	Hood	# of Hoods	# of Fans	# of Ducts	Freq.
1	Staff Dining	Main Hood	1	1	1	2
2	Inmate Kitchen	Tilt Skillets	1	1	1	2
3	Inmate Kitchen	Conv. Ovens	1	1	1	2
5	Inmate Kitchen	Tilt Kettles	1	1	1	2
5	Inmate Kitchen	Tilt Kettles	1	1	1	2
6	Inmate Kitchen	Elect. Griddles	1	1	1	2
7	Inmate Kitchen	Elect. Griddles	1	1	1	2
8	Inmate Kitchen	Steam Air Ovens	1	1	1	2
9	Inmate Kitchen	Misc Equip	1	1	1	2

**SPECIAL PROVISIONS  
FOR  
TERM CONTRACTS**

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

**1. ESTIMATED QUANTITIES**

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

**2. CONTRACT PERIOD**

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

**3. BID PRICES**

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

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

**4. CONTRACT ADMINISTRATION**

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

**5. QUARTERLY REPORT**

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

## Kitchen Exhaust Hood & Equipment Cleaning

### 1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 The City of Lincoln, hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s) for the City of Lincoln, NE/Lancaster County for Kitchen Exhaust Hood and Equipment Cleaning.
- 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.
- 1.3 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 ebid response.
- 1.4 Vendor must submit their bid and all attachments via the City/County e-bid system.
  - 1.4.1 To submit a bid, Vendor must be registered online with the City of Lincoln/Lancaster County.
  - 1.4.2 To register, go to the City of Lincoln website; lincoln.ne.gov type "bid" in search box click on "supplier registration" follow instructions to completion.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail request to Rachelle Hinze, Buyer ([rhinze@lincoln.ne.gov](mailto:rhinze@lincoln.ne.gov)).
  - 1.5.1 These inquiries and/or responses shall be distributed to prospective Vendors as an electronic addenda.
  - 1.5.2 All inquiries must be submitted to the Purchasing Office 5 days prior to the bid opening.
  - 1.5.3 Vendors are not allowed to discuss this Proposal with any City employee, elected official other than the City/County Purchasing Staff through the award process.
    - 1.5.3.1 Failure to follow this requirement may result in immediate disqualification of your bid.
- 1.6 A bid bond is required in the amount of 5% of the total bid amount at time of bid.
- 1.7 A Performance and Payment bond in the full amount of the contract will be required at time of contract award.
- 1.8 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.9 Vendors are encouraged to attend a **pre-bid meeting on Tuesday, December 5, 2017 at 9:00 a.m.** to familiarize themselves with the scope of the work, the area surrounding the site, and the particularities of the overall operation.
  - 1.9.1 The pre-bid will begin at Lancaster County Adult Detention front lobby, 3801 West "O" Street, Lincoln, NE and we will continue to all facility locations listed.
- 1.10 Locations
  - 1.10.1 Belmont Recreation Center, 1234 Judson Street, Lincoln, NE 68521
  - 1.10.2 F Street Recreation Center, 1225 F Street, Lincoln, NE 68508
  - 1.10.3 Lincoln Area on Aging, 1005 "O" Street, Lincoln, NE 68508
  - 1.10.4 Pinnacle Bank Arena, 400 Pinnacle Arena Drive, Lincoln, NE 68508
    - 1.10.4.1 Vendors shall park in Gate 4 parking lot and enter through door that has 'marshalling' sign above it. Go through a second door and security office will be on your left. Check in with Security and they will call the representative.
  - 1.10.5 Lancaster County Adult Detention, 3801 West "O" Street, Lincoln, NE 68522

- 1.11 Unit price shall include a flat rate amount for services including the cost of labor, materials, direct and indirect cost, travel and fuel.
- 1.12 Fuel surcharges or any other charges are **NOT** acceptable for this service.
- 1.13 Cleaning of exhaust hoods and equipment must comply with all applicable City of Lincoln, State Fire Marshal regulations, federal, state and local laws, regulations including run off and NFPA 96.
- 1.14 The entire exhaust system shall be inspected by a properly trained, qualified and certified company or person(s) acceptable to the Bureau of Fire Prevention per NFPA 96, Table 11.3.
- 1.15 Upon inspection, if found to be contaminated with deposits from grease-laden vapors, the entire exhaust system shall be cleaned by a properly trained, qualified, and certified company or person(s) acceptable to The Bureau of Fire Prevention per NFPA 96, Table 11.3

## **2. RESPONSIBILITIES OF THE VENDOR**

- 2.1 Each hood shall be cleaned bi-annually.
- 2.2 Work shall be performed in the evening.
  - 2.2.1 Work outside of this time shall be subject to approval of the Owner.
  - 2.2.2 Vendor shall contact the department representative to schedule the cleaning 24 hours prior to the service.
- 2.3 Vendor shall perform a total ventilation exhaust system cleaning from exhaust and rooftop fans to hoods, including exhaust fans, shafts, filters, vent hoods inside and outside, horizontal ducting, interior and exterior hoods and replacement of lightbulbs when necessary.
- 2.4 Vendor shall maintain existing functions at the facility and protect the general public, employees, and buildings against damage during all portions of the project.
  - 2.4.1 Any damage done to any part of the facility will be immediately repaired by the Vendor at no charge to the Owners.
- 2.5 Provide all equipment, labor, materials, fuel, lubricants, repair, maintenance, etc. to perform required services to the satisfaction of the Owners
- 2.6 There shall be a complete clean up after completion of work.
- 2.7 A seal with company name and date shall be applied to each hood.
- 2.8 Vendor shall leave an inspection report at the hoods location.
- 2.9 **FLAMMABLE SOLVENTS OR OTHER FLAMMABLE CLEANING AIDS SHALL NOT BE USED.**
- 2.10 The cleaning products used should be in accord with the standards and recommendations of the United States Environmental Protection Agency EPA program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council and USDA approved.

## **3. CONTRACTOR INSURANCE**

- 3.1 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.
- 3.2 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.
- 3.3 **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.**

**4. INVOICES AND PAYMENT**

- 4.1 Invoices shall include company name, address and telephone number, the job site location, date(s) and description of all work done and list of charges as established for such work in the Contractor's Bid Price Proposal.
- 4.2 Should final inspection reveal that work accomplished is incomplete, or has not been made in accordance with specifications and authorized changes thereto, then the vendor shall be required to correct or complete the project before final payment will be made.
- 4.3 Final payment for work accomplished will not be considered until final inspection and approval by Owners.

**5. PROTECTION OF PROPERTY**

- 5.1 The service company shall take all precautions to protect the Owner's property from injury and be held responsible for all employees or any person or persons, instruments or devices directly or indirectly employed by him.
- 5.2 Any corresponding damages shall be replaced, repaired, and paid by the vendor to the satisfaction of all parties.

**6. EVALUATION CRITERIA**

- 6.1 Evaluation of bids will consist of the following:
  - 6.1.1 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all of the required specifications, duties, terms and conditions as defined in this request.
  - 6.1.2 Total price of contract and other pricing factors that will amount to the best value to the Owners.
  - 6.1.3 Ability to provide labor and services as required in this Specification.
  - 6.1.4 References

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

**1. BIDDING PROCEDURE**

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

**2. BID SECURITY**

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

**3. BIDDER'S REPRESENTATION**

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

**4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

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

**5. ADDENDA**

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

**6. INDEPENDENT PRICE DETERMINATION**

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

**7. ANTI-LOBBYING PROVISION**

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

**8. BRAND NAMES**

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

**9. DEMONSTRATIONS/SAMPLES**

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

**10. DELIVERY (Non-Construction)**

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

**11. WARRANTIES, GUARANTEES AND MAINTENANCE**

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

**12. ACCEPTANCE OF MATERIAL**

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

**13. BID EVALUATION AND AWARD**

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

**14. INDEMNIFICATION**

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

**15. TERMS OF PAYMENT**

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



**16. LAWS**

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

**17. EQUIPMENT TAX ASSESSMENT**

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

**18. AFFIRMATIVE ACTION**

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

**19. INSURANCE**

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

**20. EXECUTION OF AGREEMENT**

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

**21. TAXES AND TAX EXEMPTION CERTIFICATE**

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

**22. CITY AUDIT ADVISORY BOARD**

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

**23. E-VERIFY**

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

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

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

City of Lincoln     Lancaster County     Public Building Commission

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

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

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

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

**Insurance; Coverage Information**

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

**Certificates**

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

**1. Commercial General Liability**

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

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

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

**1.2 Automobile Liability**

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

**1.3 Garage Keepers / Garage Liability**

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

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

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

**1.5 Builder's Risk Insurance**

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

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

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

**1.6 Pollution Liability**

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

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

**1.7 Errors and Omissions; Professional Liability**

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

**1.8 Railroad Contractual Liability Insurance**

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

**1.8.1 Railroad Protective Liability**

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

**1.9 Cyber Insurance**

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

2. **Cancellation Notice**

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

3. **Risk of Loss**

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

4. **Umbrella or Excess Liability**

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

5. **Minimum Scope of Insurance**

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

6. **Indemnification**

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

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

7. **Reservation of Rights**

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

8. **Sovereign Immunity**

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

9. **Further Contact**

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

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

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



**Advertise 2 times  
Friday, December 1, 2017  
Friday, December 8, 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, December 13, 2017** for providing the following:

**Annual Requirements for Kitchen Exhaust  
Hood and Equipment Cleaning  
Bid No. 17-312**

***A pre-bid meeting will be held Tuesday, December 5, 2017 at 9:00 a.m., at Lancaster County Adult Probation, 3801 West "O" Street, Lincoln, NE 68522. All Interested bidders 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](http://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](mailto:purchasing@lincoln.ne.gov)*