CONTRACT DOCUMENTS

CITY OF LINCOLN, NEBRASKA, LANCASTER COUNTY, CITY OF LINCOLN - LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Annual Service
Inspection, Testing and Maintenance of Fire Sprinkler System
Bid No. 18-102

Mahoney Fire Sprinkler, Inc. 5004 S. 110th St. Omaha, NE 68137 (402) 553-1221

CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION CONTRACT TERMS

THIS CONTRACT, made and entered into by and between <u>Mahoney Fire Sprinkler, Inc., 5004 S. 110th</u> <u>St., Omaha, NE 68137</u>, 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, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have 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:

Inspection, Testing and Maintenance of Fire Sprinkler System, Bid No. 18-102

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 estimated cost of products or services for City Departments shall not exceed \$20,000.00 during the contract term without approval by the Board of Commissioners. The estimated cost of products or services for County Agencies shall not exceed \$10,000.00 during the contract term without approval. The estimated cost of products or services for the Public Building Commission shall not exceed \$12,000.00 during the contract term without approval by the Board of the Public Building Commission.

- 3. <u>Equal Employment Opportunity</u>. 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. <u>E-Verify</u>. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
- 5. Termination. This Contract may be terminated by the following:
 - 5.1) <u>Termination for Convenience.</u> Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) <u>Termination for Cause</u>. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
- 6. <u>Independent Contractor</u>. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. 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" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

- 8. <u>Audit Provision</u>: The Contractor shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.
- 9. <u>Period of Performance</u>. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a four (4) year term.
- 10. The Contract Documents comprise the Contract, and consist of the following:
 - 1. Contract Terms
 - 2. Accepted Proposal/Response
 - 3. Insurance Certificate with Endorsements
 - 4. Payment/Performance Bonds
 - 5. Addendum Number 1
 - 6. Special Provisions
 - 7. Specifications
 - 8. Fire Sprinkler Inspection Reports
 - 9. Instructions to Bidders
 - 10. Insurance Requirements
 - 11. Employee Classification Act, Executive Order 83319
 - 12. Proprietary Information for Bids/Quotes/RFP's
 - 13. 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.)

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

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

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

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

CONTRACT

Annual Service Inspection, Testing and Maintenance of Fire Sprinkler System Bid No. 18-102

City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Mahoney Fire Sprinkler, Inc.

EXECUTION BY CONTRACTOR

Х	Attest: Attest: Secretary Secretary	Mahoney Fire Sprinkler, Inc. Name of Corporation 5004 S. 110 Th St. Omaka, NE 68137 Address By: Jabert Mahoney The 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

City of Lincoln Signature Page

CONTRACT Annual Service Inspection, Testing and Maintenance of Fire Sprinkler System Bid No. 18-102 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Mahoney Fire Sprinkler, Inc.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:	
City Clerk	
	CITY OF LINCOLN, NEBRASKA
	Chris Beutler, Mayor
	Approved by Resolution No
	dated

Lancaster County Signature Page

CONTRACT
Annual Service
Inspection, Testing and Maintenance of Fire Sprinkler System
Bid No. 18-102
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Mahoney Fire Sprinkler, Inc.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:	The Board of County Commissioners of Lancaster, Nebraska
Deputy Lancaster County Attorney	
	dated

Lincoln-Lancaster County Public Building Commission Signature Page

CONTRACT
Annual Service
Inspection, Testing and Maintenance of Fire Sprinkler System
Bid No. 18-102
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Mahoney Fire Sprinkler, Inc.

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST: Seffen P. 9 Showwitz Public Building Commission Attorney	Chairperson, Public Building Commission	
	dated $(p)5/18$)

COMMENTARY TO ACCOMPANY BONDS

A. GENERAL INFORMATION

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

Performance Bond Payment Bond

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

The 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 contract. For public work the 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 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 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 Performance Bond. Procedures for making a claim under the 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.

PERFORMANCE BOND

Bond No. 2532834

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business): Old Republic Surety Company PO Box 1635 Milwaukee, WI 53201-1635

Company Name Mahoney Fire Sprinkler, Inc. 5004 S. 110th St. Omaha, NE 68137

Owner (Name and Address): City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission 555 South 10th St. Lincoln, NE 68508

CONTRACT

Date: May 23, 2018 Amount: \$42,000.00

Description (Name and Location):

For all labor, material and equipment necessary for Annual Service - Inspection, Testing and Maintenance of Fire Sprinkler System, Bid No. 18-102.

BOND

Company:

Date: May 23, 2018 Amount: \$42,000.00

Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL

(Corp. Seal)

SURETY Company:

(Corp. Seal)

Mahoney Fire Sprinkler, Inc.

Old Republic Surety Company

Signature)

Name and Title:

Signature:

Name and Title:

Joah Leu, Attorney-in-Fact

EJCDC NO. 1910-28a (1984 Edition)
Prepared through the joint efforts of The Surety Assoc, of America, Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, and the American Institute of Architects.

 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 Contract, which is incorporated herein by reference.

If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in

conferences as provided in Subparagraph 3.1.

If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

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 Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the 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 Contract or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.

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 Contract, or

4.2 Undertake to perform and complete the 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 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 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 Walve its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 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 therefore to the Owner; or

Deny liability in whole or in part and notify the Owner citing reasons therefore.

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.

After the Owner has terminated the Contractor's right to complete the 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 Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the 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 miligation of costs and damages on the Contract, the Surety is obligated without duplication for:

.1 The responsibilities of the Contractor for correction of defective

work and completion of the 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 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 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.
- The Surety hereby waives notice of any change, including changes of time, to the 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 was to be performed, any provision in this Bond conflicting with sald 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 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 Contract.
- 12.2 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 remedled nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place

Of Business):

Old Republic Surety Company

PO Box 1635

Milwaukee, WI 53201-1635

Company Name Mahoney Fire Sprinkler, Inc. 5004 S. 110th St. Omaha, NE 68137

Owner (Name and Address):

City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission 555 South 10th St.

Lincoln, NE 68508

CONTRACT

Date: May 23, 2018 Amount: \$42,000.00

Description (Name and Location):

For all labor, material and equipment necessary for Annual Service - Inspection, Testing and Maintenance of Fire Sprinkler System, Bid No. 18-102.

BOND

Date: May 23, 2018 Amount: \$42,000.00

Modifications to this Bond Form:

None

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Mahoney Fire Sprinkler, Inc.

Signature:

Old Republic Surety Company

Name and Title: Joan Leu, Attorney-in-Fact

EJCDC NO. 1910-28B (1984 Edition)

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

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

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

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:

 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

 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.

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

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.

 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.

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

The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the 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.

 The Surety hereby waives notice of any change, including changes of time, to the 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 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 work 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.

 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.

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 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 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 Contract or to perform and complete or comply with the other terms thereof.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID A. DOMINIANI, MAURA P. KELLY, JOAN LEU, SHARON K. MURRAY, JACQUELINE L DREY, KEVIN J STENGER, OF OMAHA, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED FOUR MILLION DOLLARS(\$4,000,000)------FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be JUNE, 2017. affixed this 27TH day of OLD REPUBLIC SURETY COMPANY STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS President Alan Paylic 27TH On this , personally came before me, Jane E Cherney , to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2658

SEAL SEAL

Signed and sealed at the City of Brookfield, WI this

___ day of

My commission expires:

line! Kerney

9/28/2018

THE HARRY A. KOCH CO.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

2285 ORSC 22262 (5-10)

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 work 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, Note of J. Mahoney do hereby cell equipment to be used on Annual Service - Inspection, Testing and Maintenance of Fire Spring System, Bid No. 18-102, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Douglas County, Nebraska.	kler
DATED this 24 day of May , 2018.	
By: Sold & Mahoney III Title: Prasided	
Titlo. Tristy (v)	
STATE OF NEBRASKA) (State of Nebraska) (State of Nebraska)	
COUNTY OF Douglas	
On <u>May JH</u> , 2018, before me, the undersigned Notary Public duly commission and qualified in said County, personally came <u>Rabert J Mahoney III</u> to me known to be dentical person, whose name is affixed to the foregoing instrument and acknowledged the executed to be his voluntary act and deed.	e the
Witness my hand and notarial seal the day and year last above written. (SEAL) Wotary Public	

GENERAL NOTARY-State of Nebraska MELISSA L SPENCER My Comm. Exp. Dec. 14, 2021

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, Mahoney Fire Sprinkleritor. I,, 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: Robert J. Mahoney III (First, Middle, Last)
SIGNATURE: Colt & Mahoney III
TITLE: [reside/
State of Nebraska) ss. County of Dovslas This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 24 day of May Notary Public

GENERAL NOTARY-State of Nebraska MELISSA L SPENCER My Comm. Exp. Dec. 14, 2021

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

Bid Information	Contact Information		Ship to Information
Bid Creator Rachelle Hinze Buyer Email rhinze@lincoln.ne.gov Phone 1 (402) 441-8313 x	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Fax 1 (402) 441-6513 x	Contact	Rachelle Hinze Buyer	Contact
Bid Number 18-102 Addendum 1 Title Inspection, Testing and Maintenance of Fire Sprinkler System	Department Building Suite 200 Floor/Room		Department Building Floor/Room
Bid Type Bid	Telephone		Telephone
Issue Date 4/19/2018 07:00 AM (CT) Close Date 5/9/2018 12:00:00 PM (CT)	Fax Email	1 (402) 441-6513 x rhinze@lincoln.ne.gov	Fax Email
,		J	
Supplier Information			
Company Mahoney Fire Sprinkler, Inc. 5004 S. 110th St.			
Omaha, NE 68137 Contact Bob Mahoney Department Building Floor/Room			
Telephone (402) 553-1221 Fax (402) 553-4545 Email			
Submitted 5/4/2018 02:10:29 PM (CT) Total \$6,390.00			
By submitting your response, you certify that y	ou are autho	rized to represent and bind	your company.
Signature Bob Mahoney		Email bob3	2 mahoneyfiresprinkler.com
Supplier Notes			
Bid Notes			

[&]quot;PLEASE NOTE YOUR COMPANY MAY HAVE BEEN ADDED TO THIS BID DUE TO YOUR COMPANY NOT UPDATING YOUR COMMODITIES".

Bid Activities

[.] ALL VENDORS ARE STRONGLY ENCOURAGED TO UPDATE THEIR PROFILE AT THIS TIME TO ENSURE FUTURE NOTIFICATIONS OF BIDS AND QUOTES FOR THE CITY OF LINCOLN AND LANCASTER COUNTY. VENDORS SHOULD SELECT COMMODITIES AND SERVICES LISTED UNDER THE BOLD CATEGORIES IN ORDER TO RECEIVE BIDS AND QUOTES THAT ARE SPECIFIC TO YOUR BUSINESS. FOR ASSISTANCE CALL 402-441-8103

Date	:	Name	Description	
4/30, (CT)	/2018 11:00:00 AM	Pre-Bid at Pinnacle Bank A 400 Pinnacle Arena Drive, Monday, April 30 at 11:00a. Vendor shall go to the North Marshalling door and check with Security	m. h	
Bid	Messages			
	Attributes ase review the follo	owing and respond whe	ere necessary	
#	Name		Note	Response
1	U.S. Citizenship Attes	station	Is your company legally considered an Individual or Sole Proprietor: YES or NO	Yes
			As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html	
			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.	
			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.	
			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.	
2	Instructions to Bidder	S	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Insurance Requireme	ents and Endorsements	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.	Yes
			Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.	
			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.	
4	Specifications		I acknowledge reading and understanding the specifications.	Yes

5	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
6	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
8	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
9	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.
10	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through	Yes
11	Labor Cost	List your hourly labor cost for replacement of backflow preventers and other services not listed in line item.	\$90.00
12	Percentage Markup of Material, excluding freight	Percentage Markup of Material, Excluding Freight. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the material type AND cost of material from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	25%
13	Emergency Services	Is your company willing and able to provide emergency services at any time of the day or night? YES or NO If YES, please list the contact person and phone number for these services:	Yes
		If you are willing to provide emergency services, will your rate change from what is listed in the Line Items? YES or NO	
		If YES, please provide the rate increase by a percentage or attach on Company letterhead the specific rate for each Line Item.	
		Emergency services are defined as those services which are specifically required after normal business hours (5:00pm - 7:00am). The City/County will not allow added cost when the Vendors time is outside the normal	

14	References	I have attached my References on Company letterhead to the Response Attachment section of this bid. ONE REFERENCE MUST BE A CORRECTION FACILITY.	Yes
15	Contract and Delivery Contact	The City/County Purchasing Department issues 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 Contract to be awarded.	service@mahoneyfiresprinkler.com
16	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
17	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
18	Recycling of Corrugated Cardboard	I acknowledge that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors are encouraged to utilize recycling sites located throughout the city of Lincoln to dispose of corrugated cardboard.	Yes
19	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
20	Contact	Name of person submitting this bid:	Bob Mahoney
21	Electronic Signature	Please check here for your electronic signature.	Yes
22	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

business hours due to scheduling issues with the Vendor.

Lin	e Item	IS		
#	Qty	UOM	Description	Response
1	1	EA	605 Building Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$540.00
	Item N	lotes:		
	Suppli	ier Notes:		
2	1	EA	Amtrak Station Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$120.00
	Item N	lotes:		
	Suppli	ier Notes:		
3	1	EA	Ashland Water Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$120.00
	Item N	lotes:		
	Suppli	ier Notes:		
4	1	EA	City County Building Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$150.00
	Item N	lotes:		
	Suppli	ier Notes:		
5	1	EA	Adult Detention Center Warehouse Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$120.00
	Item N	lotes:		
	Suppli	ier Notes:		
6	1	EA	County Adult Detention Center Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$240.00
	Item N	lotes:		
	Suppli	ier Notes:		
7	1	EA	County DMV Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$120.00
	Item N	lotes:		
	Suppli	ier Notes:		

8	1	EA	Courthouse Plaza Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$120.00
	Item N	lotes:		
	Suppli	er Notes:		
9	1	EA	Crisis Center Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$120.00
	Item N	lotes:		
	Suppli	er Notes:		
10	1	EA	Hall of Justice Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$240.00
	Item N	lotes:		
	Suppli	er Notes:		
11	1	EA	Lancaster County Health Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$120.00
	Item N	lotes:		
	Suppli	er Notes:		
12	1	EA	Holmes Golf Course Club House Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$120.00
	Item N	lotes:		
	Suppli	er Notes:		
13	1	EA	Information Service Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$120.00
	Item N	lotes:		
	Suppli	er Notes:		
14	1	EA	K Street Complex Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$480.00
	Item N	lotes:		
	Suppli	er Notes:		

15	1 EA	Landfill Maintenance Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$120.00
	Item Notes:		
	Supplier Notes:		
16	1 EA	Bennett Martin Library Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$120.00
	Item Notes:	Item Notes:	
	Supplier Notes:		
17	1 EA	Eisley Library Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$120.00
	Item Notes:		
	Supplier Notes:		
18	1 EA	Gere Library Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$120.00
	Item Notes:		
	Supplier Notes:		
19	1 EA	Walt Library Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$120.00
	Item Notes:		
	Supplier Notes:		
20	1 EA	Lincoln Fire Station #2 Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$120.00
	Item Notes:		
	Supplier Notes:		
21	1 EA	Lincoln Fire Station #14 Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$120.00
	Item Notes:		
	Supplier Notes:		

22	1	EA	Lincoln Police North 27th Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$150.00
	Item N	lotes:		
	Supplier Notes:			
23	1	EA	Lincoln Police Sub Station Huntington Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$120.00
	Item N	lotes:		
	Supplier Notes:			
24	1	EA	MSC 901 West Bond Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$180.00
	Item N	lotes:		
	Suppli	er Notes:		
25	1	EA	MSC 949 West Bond Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$150.00
	Item Notes:			
	Suppli	er Notes:		
26	1	EA	NE Wastewater Facility Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$120.00
	Item N	lotes:		
	Supplier Notes:			
27	1	EA	Parks & Recreation F Street Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$180.00
	Item Notes:			
	Suppli	er Notes:		
28	1	EA	Pinnacle Bank Arena Annual Fire Sprinkler System Testing and Inspection to include backflow preventer to the system.	\$780.00
	Item N	lotes:		
	Suppli	er Notes:		

29	1	EA	Senior Center Aging Annual Fire Sprinkler System Testing and Insperbackflow preventer to the system.	ction to include	\$120.00	
	Item	n Notes:				
	Sup	oplier Notes:				
30	1	EA	Wastewater Facility Annual Fire Sprinkler System Testing and Inspect preventer to the system.	tion to include backflow	\$120.00	
	Item	n Notes:				
	Sup	oplier Notes:				
31	1	EA	Youth Services Center Annual Fire Sprinkler System Testing and Insp backflow preventer to the system.	pection to include	\$120.00	
	Item	Item Notes:				
	Sup	oplier Notes:				
32	1	EA	Pinnacle Bank Arena Annual Fire Sprinkler System Testing and Inspe	action to include	# 700.00	
			backflow preventer to the system.	ection to include	\$780.00	
	Item	n Notes:	backflow preventer to the system.	ection to include	\$780.00	
		n Notes:	backflow preventer to the system.	ection to include	\$780.00	
	Sup	oplier Notes:	backflow preventer to the system. see review the following and respond where necessary	ection to include	\$780.00	
	Sup	oplier Notes:		Response	\$780.00	
	Sup	Attributes: Pleas Name Full Flow Fire Pu	se review the following and respond where necessary		ction is	

Mahoney Fire Sprinkler, Inc.

5004 South 110th Street Omaha, NE 68137

Phone 402/553-1221 | Fax 402/553-4545

April 27, 2018

References

Nebraska Department Of Correctional Services PO Box 94661 Lincoln, NE 68509 Sara Flynn Tecumseh State Correctional Facility 2725 N. Highway 50 Tecumseh, NE 68450 (402) 335-5159

Omaha Public Schools 4041 N. 72nd Street Omaha, NE 68134 John Neal (402) 557-2800



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/30/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy/ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER The Harry A. Koch Co. P.O. Box 45279		CONTACT NAME: PHONE (A/C, No, Ext): 402-861-7000 (A/C, No):				
Omaha NE 68145-0279		E-MAIL ADDRESS:				
		INSURER(S) AFFOR	NAIC#			
		INSURER A: Travelers Property Ca	asualty of America	25674		
INSURED MAH24	24348	INSURER B: Travelers Indemnity C	25658			
Mahoney Fire Sprinkler, Inc. 5004 S 110th Street	<u> </u>	INSURER c : Charter Oak Fire Insu	rance Co.	25615		
Omaha NE 68137	_	INSURER D:				
	_	INSURER E :				
		INSURER F:				
COVERAGES CERTIFIC	CATE NUMBER: 858854584		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.						
NSR TYPE OF INSURANCE INSD WYD POLICY NUMBER		POLICY EFF POLICY EXP (MM/DD/YYYY) LIMITS				
C X COMMERCIAL GENERAL LIABILITY Y	DTCO6G424010COF18	1/1/2018 1/1/2019		00,000		
CLAIMS-MADE X OCCUR			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300	,000		
X \$ 5,000 Ded			MED EXP (Any one person) \$ 10,0	000		
			PERSONAL & ADV INJURY \$ 1,00	00,000		

GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ 2,000,000 POLICY X PRO-X Loc PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BA6G424010CNS18 1/1/2018 1/1/2019 \$ 1.000.000 Χ ANY AUTO BODILY INJURY (Per person) \$ OWNED SCHEDULED AUTOS BODILY INJURY (Per accident) \$ AUTOS ONLY HIRED AUTOS ONLY NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) Χ Х \$ В UMBRELLA LIAB CUP9H4049031826 1/1/2018 1/1/2019 Χ OCCUR EACH OCCURRENCE \$4,000,000 EXCESS LIAB Χ CLAIMS-MADE **AGGREGATE** \$4,000,000 DED X RETENTION \$ 0 WORKERS COMPENSATION DTKUB9.156264818 1/1/2018 1/1/2019 STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT \$1,000,000 Ν N/A OFFICER/MEMBER EXCLUDED? (Mandatory In NH) E.L. DISEASE - EA EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission are additional insured for general liability and auto liability if required by written contract executed prior to loss, Waiver of Subrogation applies for workers compensation if required by written contract executed prior to loss, The general liability, auto liability and workers compensation policies have been endorsed to provide 30 days notice of cancellation.

C	FRT	IFIC	ATE	HOL	DER

If yes, describe under DESCRIPTION OF OPERATIONS below

City of Lincoln Lancaster County Lincoln-Lancaster County Public Building Commission 555 S. 10th Street Lincoln NE 68508

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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E.L. DISEASE - POLICY LIMIT

\$ 1,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

CITY OF LINCOLN
LANCASTER COUNTY
LINCOLN-LANCASTER COUNTY
PUBLIC BUILDING COMMISSION
555 SO. 10TH STREET
LINCOLN, NE 68508

PROJECT/LOCATION OF COVERED OPERATIONS:

ANY WORK/SERVICES PROFORMED FOR CITY OF LINCOLN, LANCASTER COUNTY, LINCOLN-LANCASTER COUNTY PUBLIC BLDG COMM.

- 1. WHO IS AN INSURED (Section II) is amended to include the person or organization shown in the Schedule above, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
- **2.** The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III Limits Of Insurance.

- b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

or the end of the policy period, whichever is earlier.

- 3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
- **4.** As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.
- 5. The following definition is added to SECTION V. DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- **c.** Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION:

BAKKEN CONTRACTING CO. LLC

ADDRESS:

700 S 7TH ST

FARGO ND 58103

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

ISSUE DATE: 05-24-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION:

MIDWEST ALARM SERVICES

ADDRESS:

1910 E KIMBERLY ROAD

DAVENPORT IA 52807

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

ISSUE DATE: 05-24-18

PERSON OR ORGANIZATION:

HAMPTON ENTERPRISES INC.

ADDRESS:

3400 PLANTATION DR, STE 110

LINCOLN NE 68516

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

ISSUE DATE: 05-24-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION:

CITY OF LINCOLN (CONTINUED ON IL T8 03)

ADDRESS:

555 SO. 10TH STREET

LINCOLN NE 68508

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

CITY OF LINCOLN
LANCASTER COUNTY
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING
555 SO. 10TH STREET
LINCOLN, NE 68508

PROVISIONS

 The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

 The following is added to Paragraph 5., Other Insurance, in B., General Conditions, of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

ISSUE DATE: 05-29-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice of Cancellation: 30
PERSON OR ORGANIZATION:	
SEE CA T8 05	

ADDRESS:

LINCOLN, NE 68508

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-9J562648-18-26-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

INCLUDING:

INCLUDING CITY OF LINCOLN LANCASTER COUNTY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION 555 SO. 10TH STREET LINCOLN, NE 68508

DATE OF ISSUE: 06-07-18 ST ASSIGN:



WORKERS COMPENSATION AND **EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 89 06 14 (00) -

POLICY NUMBER: UB-9J562648-18-26-G

POLICY INFORMATION PAGE ENDORSEMENT

Item 3.D. Endorsement numbers is changed to read: WC 00 03 13 00

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

DATE OF ISSUE: 06-07-18 ST ASSIGN:



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

CHANGE DOCUMENT WC 99 99 98 (A)

POLICY NUMBER: UB-9J562648-18-26-G

CHANGE EFFECTIVE DATE: 05-22-18

NCCI CO CODE: 11347

INSURER: THE TRAVELERS INDEMNITY COMPANY

INSURED'S NAME: MAHONEY FIRE SPRINKLER, INC.

This change is issued by the Company or Companies that issued the policy and forms a part of the policy. It is agreed that the policy is amended as follows:

An absence of an entry in the premium spaces below means that the premium adjustment, if any, will be made at time of audit.

ADDITIONAL PREMIUM \$ NIL ADDITIONAL NON-PREMIUM \$ NIL

RETURN PREMIUM

\$ NIL

RETURN NON-PREMIUM

\$ NIL

Item 3.D Form Number is deleted:

WC 00 03 13 00 WAIVER OF OUR RIGHT TO RECOVER

Item 3.D Form Number is added:

WC 00 03 13 00 - 001 Waiver of Our Right to Recover from Others

DATE OF ISSUE: 06-07-18 S

SR CHANGE NO: 6

PAGE 1 OF 1

POL. EFF. DATE: 01-01-18

POL. EXP. DATE: 01-01-19

OFFICE: OMAHA NE

155

PRODUCER: HARRY A KOCH CO THE

49200



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 99 06 R3 (00) - 004

POLICY NUMBER: UB-9J562648-18-26-G

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX - CONDITIONS:

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:

Number of Days Notice

CITY OF LINCOLN
LANCASTER COUNTY
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
555 SO. 10TH STREET
LINCOLN, NE 68508

30

All other terms and conditions of this policy remain unchanged.

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 Effective Insured

Policy No.

Endorsement No. Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE: 05-24-18 ST ASSIGN: © 2013 The Travelers Indemnity Company. All rights reserved.

ADDENDUM #1 Issue Date: 4/25/2018 Bid No. 18-102 Inspection, Testing and Maintenance of Fire Sprinkler System

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

A PRE-BID IS SCHEDULED FOR PINNACLE BANK ARENA MONDAY, APRIL 30, 2018 AT 11:00 a.m. Vendors shall park in the North lot go in the Marshalling door and check in with Security.

- Q. The inspection report that was provided for Pinnacle Bank Arena indicates it is being done semiannually. Is this correct? Are there any of the other buildings/systems tested more than once a year (annually).
- A. Yes. Pinnacle Bank Arena is tested semiannually. All other locations are annually. Vendor shall enter the unit price per each testing per each line item.

END OF ADDENDA NO. 1

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

Rachelle Hinze, Buyer

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

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

4. CONTRACT ADMINISTRATION

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

5. QUARTERLY REPORT

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

Specifications Inspection, Testing and Maintenance of Fire Sprinkler System

1. SUPPLEMENTAL TO INSTRUCTIONS TO BIDDERS

- The City of Lincoln, Lancaster County and the Lincoln-Lancaster County Public Building Commission, (hereafter referred to as "Owners") will enter into a yearly contract for the Inspection, Testing and Maintenance of Fire Sprinkler System to include Backflow Preventer Inspection of the Fire Sprinkler System.
- 1.2 The contract term shall be a four (4) year term from the date of execution upon approval by both parties.
- 1.3 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Rachelle Hinze, Buyer (rhinze@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.4.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.4.3 No direct contact is allowed between Contractor and other City staff throughout the bid process.
 - 1.4.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.5 This agreement shall not be assigned by the Successful Vendor without express written permission of the Owners.

2. RESPONSIBILITIES OF THE VENDOR

- 2.1 Testing and inspections will be completed on normal business days. (Monday Friday: 8:00am 4:00pm).
 - 2.1.1 Vendor shall contact the department representative to schedule the inspection 24 hours prior to the service.
- 2.2 Pricing shall not deviate from those listed in ebid for a period of one year from date of execution.
 - 2.2.1 Any price deviation after one (1) year shall be sent on company letterhead to City of Lincoln, Purchasing to amend the contract for its price increase.
 - 2.2.1.1 Vendor must give a 30-day notification of the increase.
- 2.3 Vendor must provide a certificate of Insurance meeting City of Lincoln/Lancaster County and Public Building Commission guidelines. (Certificate due at time of contract signature).
 - 2.3.1 Vendors are asked to forward the Insurance documents located in the attachment section of the bid to your insurance agent to determine if you need additional coverage on your policy and IF ADDITIONAL COST IS REQUIRED for the insurance coverage required.
- 2.4 All testing and inspections must comply with all City of Lincoln, State of Nebraska and Federal regulations for this type of service(s).
 - 2.4.1 Contractor shall follow the NFPA 25 for inspections.
 - 2.4.2 Contractor shall follow the NFPA 13 for repairs.

- 2.4.3 The contractor shall operate within the guidelines as set forth by OSHA.
- 2.5 Inspector must be licensed under the State of Nebraska and show proof at the time of the contract.
- 2.6 Emergency requests shall be responded to within a 2-hour period, 24 hours a day.
- 2.7 Contractor shall provide an estimate of repairs prior to servicing the system to the department representative.
 - 2.7.1 Estimates and invoices shall be signed by designated department representative prior to completion of work.
- 2.8 Contractor shall furnish a one year labor and materials warranty for any repairs.
- 2.9 Unit price shall include a flat rate amount for services specified per the line item.
 - 2.9.1 Unit price shall include the cost of labor, direct and indirect cost, travel, fuel, delivery of items needing repaired and all other charges related to
- 2.10 Fuel surcharges or any other charges are not acceptable for this service.

3. REFERENCES

- 3.1 Contractor shall give two references to include a contact person, address, telephone number and a listing of the type of work completed for them.
 - 3.1.1 ONE REFERENCE MUST BE A CORRECTIONAL FACILITY REFERENCE.
 - 3.1.2 References shall be included in the e-bid response as a Vendor Response Attachment.

4. VENDOR INSURANCE

- 4.1 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.
- 4.2 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.
- 4.3 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.

5. AWARD EVALUATION

- 5.1 Bid will be awarded based on the following:
 - 5.1.1 The lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the City deems will best serve the requirements and interests of the Owners;
 - 5.1.2 Quality of the vendor's performance on previous work.
 - 5.1.3 Favorable information received from any reference checks that are performed.

LOCATION OF TH	HE SYSTEM:			
Business Name:	Lancaster Co. Jail			Thursday, August 31, 2017
Address:	605 South 10th		• • • • • • • • • • • • • • • • • • •	INSPECTION DATE
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3- PREACTION RISER		7- OTHER	AND ANY OTHER PERTI	NENT COMMENTS ON SYSTEM
4- FIRE PUMP	and the second second second second			
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Your p	arther in piping protection since 1975		NEDDACKA LICENCE II	John Kramer
			NEBRASKA LICENSE #	98008
Phone: 402-47 Fax: 402-47	7-0666 7-2314		TESTER BFP LICENSE #	8412
Auni IUM'I'	, 2011		, 23, 2, 1 2, 32, 43E II	
		OWNE	R REPRESENTATIVE SIGNATURE	
				Representative Signature

LOCATION OF SYSTEM:	
AmtraK	7-23-13
277 Pinnacle Arena Dr. Lincoln Ne.	INSPECTION DATE
Lincoln Ne.	
	TYPE OCCUPANCY
FORMS INCLUDED WITH THIS COVER SHEE	ET TYPE OF INSPECTION
UNDERGROUND TEST CERTIFICATION (FORM 85-A	AB) INITIAL ACCEPTANCE OF SYSTEM
ABOVEGROUND TEST CERTIFICATION (FORM 85-A	AC) REINSPECTION DUE TO REMODEL, REPAIR, ETC.
REPORT OF INSPECTION	PERIODIC ANNUAL INSPESCTION
DRY PIPE VALVE TEST	BACKFLOW PREVENTER TEST
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38820 5	
	1444
	OF SYSTEM CHECK ONE R DEFICIENCIES MAJOR DEFICIENCIES
Nifco Mechanical Systems, Inc.	INSPECTOR SIGNATURE R
500 Blue Heron Drive Lincoln, NE 68522	NEBRASKA LICENSE # 98008
402-477-0666	TESTER BFP LICENSE # 8699
	OWNER REPRESENTATIVE SIGNATURE

NIFCO MECHANICAL SYSTEMS, INC.

500 Blue Heron Drive • Lincoln, NE 68522 • (402) 477-0666

Backflow Preventer

MAINTENANCE TEST FORM

Business Name		Water Systems						
Service Address	401 Ea	ist Highway 6	·					
Contact Person					/	Phone Number		
Annual Test		Repair		•				
			_		***	-	0.0	105505
Double Check	Ш	RPP	6. Size		Watts Manufacturer		lel No.	107527 Serial No.
					Wandidecarei	Woo		Schar No.
New Installation		Replacement						
Double Check		RPP	Size		Manufacturer	Mod	el No.	Serial No.
Domestic Containment	Irriga	ation 🔀	Fire Service		Boller	Carbonator (Other C	Other (Desc Cont'd)	
Swimming Pool	Ш	Cooling Tower		Water Co	oled Ice Maker			
Device Location _	CHEM	ICAL FEED	ROOM					
Check Valve #1 INITIAL TEST		Che	ck Valve #2		Pressure	Relief Valve		PVB/SVB
Held at 2.8	PSID	Held at	1.9	PSID	Opened at	PSID	Air Inlet	
Leaked Yes	⊠ No	Closed tight	Yes	☐ No	Did not open		Opened at _	PSID
Cleaned		Leaked	Yes	⊠ No	Cleaned		Dld Not Open	
Replaced:		Cleaned			Replaced:		Check Valve	
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	PSID			PSID	Opened at	PSID	Air Inlet	PSID
I hereby certify the above t Regulation						of the State of Nebras Idings are true and acc		
Jerad Baxter				86	599		308-	379-4603
State Certified Technician (plea	se print)	,	Grade 6 Ce	ertificate#			Cell / Phone No.	44 5040
Chil Bu		-	П		-			February 14, 2018
State Certifled Technician Signa Midwest	ature		11132661	mer Signature	2			te of Test 20,2017
Test Gauge Manufacturer			Test Gauge	~~~~~~~~~~~				of Calibration
Comment:								

LOCATION OF TH	IE SYSTEM:			
Business Name:	Lincoln Water Syste	ms(Ashland)		Wednesday, February 14, 2018
Address:	401 East Highway 6		INSPECTION DATE	
City, State, Zip:	Ashland Ne 68803	,		
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1- WET RISER 2- DRY RISER		5- BACKFLOW PREVENTER 6- STANDPIPE	ITEMIZE DEFICIENCI	ES NOTED ON INSPECTION
3- PREACTION RISER		7- OTHER	AND ANY OTHER PERTIN	NENT COMMENTS ON SYSTEM
4- FIRE PUMP				
TAG#	ITEM#	ľ	MAJOR DEFICIENCIES / CO	MMENTS
16580	1			
36560	5			
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NIFCO 500 Blue	MECHANICAL SY: Heron Dr. • Lincoln, No	STEMS, LLC	INSPECTOR SIGNATURE	
Your pa	rtner in piping rotection since 1975	edraska do522	(Jerad Baxter K
			NEBRASKA LICENSE # _	38008
Phone: 402-477 Fax: 402-477			TESTER BFP LICENSE #	8600
raxi TUZ"4/	7-23IT		I FOLFIV DEL FICEINOE #	
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•	•		-	Representative Signature
			, ,	

	City County Building		Thursday, September 07, 201				
Address:	555south 10th Stree	et .	INSPECTION DATE				
City, State, Zip:	Lincoln Nebraska		Full Tripped On Toffice				
			TYPE OCCUPANCY				
FORMS	INCLUDED WITH THIS	COVER SHEET	TYPE OF INSPECTION				
UNDERGRO	UND TEST CERTIFICAT	NON (FORM #5-A8)	INITIAL ACCEPTANCE OF SYSTEM				
ABOVEGRO	UND TEST CERTIFICAT	TON (FORM 85-AC)	REINSPECTION DUE TO REMODEL, REPAIR, ETC.				
REPORT OF	INSPECTION		PERIODIC INSPECTION ANNUAL QUARTERLY				
ORY PIPE VALVE TEST			BACKFLOW PREVENTER TEST				
	ITEM # DIRECTORY		DEFICIENCIES				
1- WET RISER		5- BACKFLOW PREVENTER					
2- DRY RISER		6- STANDPIPE 7- OTHER	ITEMIZE DEFICIENCIES NOTED ON INSPECTION AND ANY OTHER PERTINENT COMMENTS ON SYSTEM				
3- PREACTION RISER 4- FIRE PUMP		7-OTHER	AND ANY OTHER PERTINENT COMMENTS ON STSTEM				
TAG#	ITEM#		MAJOR DEFICIENCIES / COMMENTS				
21477	1	(F.7.0.)- condensates	should be drained prior to the onset of freezing temp				
21479	2	1	sket for dry valve had to reset 4 times to set it.				
20603	5	System was full tripp	ed on this date.				
		CTATUS OF THE	SVCTEM CUECK ONE				
		STATUS OF THE	SYSTEM - CHECK ONE				
×] IN COMPLIANCE		SYSTEM - CHECK ONE R DEFICIENCIES MAJOR DEFICIENCIES				
X] IN COMPLIANCE						
		<u></u> MINOF	R DEFICIENCIES MAJOR DEFICIENCIES				
NIFC	O MECHANICAL S	☐ MINOF	R DEFICIENCIES MAJOR DEFICIENCIES INSPECTOR SIGNATURE				
NIFCO 500 Blu	O MECHANICAL S'	☐ MINOF	INSPECTOR SIGNATURE Trayis Billesback				
NIFCO NIFCO NICIANICAL Your p	O MECHANICAL S' ne Heron Drive • Lincoln artner in piping protection since 1975	☐ MINOF	R DEFICIENCIES MAJOR DEFICIENCIES INSPECTOR SIGNATURE				
NIFCO NIFCO S00 Blu Your p &F Phone: 402-47	O MECHANICAL S' ne Heron Drive • Lincoln artner in piping protection since 1975 7-0666	☐ MINOF	INSPECTOR SIGNATURE Trayis Billesback NEBRASKA LICENSE # 98008				
NIFCONIFCONIFORM STORY POUR P	O MECHANICAL S' ne Heron Drive • Lincoln artner in piping protection since 1975	☐ MINOF	INSPECTOR SIGNATURE Trayis Billesback				
NIFCO NIFCO 500 Blu Your p &F Phone: 402-47	O MECHANICAL S' ne Heron Drive • Lincoln artner in piping protection since 1975 7-0666	MINOF YSTEMS, INC 1, Nebraska 68522	INSPECTOR SIGNATURE Trayis Billesback NEBRASKA LICENSE # 98008				

LOCATION OF TH	E SYSTEM:				
Business Name: Address: City, State, Zip:	lancaster county Ja 3801 West O Street Lincoln Ne		Wednesday, October 04, 2017 INSPECTION DATE		
_					
CODACI	NCLUDED WITH THIS	S COVER SUEET	TYPEO	TYPE OCCUPANCY	
		TION (FORM 85-AB)	INITIAL ACCEPTANCE O		
				REMODEL, REPAIR, ETC.	
REPORT OF		TION (FORM 85-AC)	PERIODIC INSPECTION	ANNUAL QUARTERLY	
DRY PIPE VA			BACKFLOW PREVENTER		
DRT PIPE VA	ITEM # DIRECTORY			FICIENCIES	
1- WET RISER	HEM II PINEOTON	5- BACKFLOW PREVENTER		110/4/10/20	
2- DRY RISER		6- STANDPIPE		IES NOTED ON INSPECTION	
3- PREACTION RISER 4- FIRE PUMP		7- OTHER	AND ANY OTHER PERT	NENT COMMENTS ON SYSTEM	
TAG II	ITEM #		MAJOR DEFICIENCIES / CO	DMMENTS	
				2.must-2	
32720	1				
				,	
32721	5				
			•		
		STATUS OF THE	SYSTEM - CHECK ONE		
[2]					
X	IN COMPLIANCE		OR DEFICIENCIES	MAJOR DEFICIENCIES	
NIFCO	MECHANICAL SY	STEMS, LLC	INSPECTOR SIGNATURE		
NIPCO 500 Blue	MECHANICAL SY Heron Dr. + Lincoln, N	ebraska 68522		Clint Coonrod	
Tour pa	rtner in piping rotection since 1975		NEBRASKA LICENSE #	(98098-	
Phone: 402-477				-	
Fax: 402-477	7-2314		TESTER BFP LICENSE #	8889	
		014/6	ER REPRESENTATIVE SIGNATURE		
		OWN	ELITAL RESERVATIONS	Representative Signature	

LOCATION OF TH	IE SYSTEM:						
Business Name:	Lancaster County Ja	il		Wednesday, October 04, 2017			
Address:	3801 West O Street			INSPECTION DATE			
City, State, Zip:	Lincoln Ne			·			
				Type oggUNANGY			
FORMS	NCLUDED WITH THIS	S COVER SHEET	ТҮРЕ (TYPE OCCUPANCY DF INISPECTION			
		TION (FORM 85-AB)	INITIAL ACCEPTANCE O				
	UND TEST CERTIFICA			REMODEL, REPAIR, ETC.			
REPORT OF			PERIODIC INSPECTION	ANNUAL QUARTERLY			
DRY PIPE VA			BACKFLOW PREVENTER	,			
	ITEM # DIRECTORY			FICIENCIES			
1- WET RISER		5- BACKFLOW PREVENTER					
2- DRY RISER 3- PREACTION RISER		6- STANDPIPE 7- OTHER		CIES NOTED ON INSPECTION INENT COMMENTS ON SYSTEM			
4- FIRE PUMP		7-011/21	VID VIII OLLIEVI EVI	INCINI COMMILITY ON PIOTEM			
TAG#	ITEM#		MAJOR DEFICIENCIES / CO	DMMENTS			
22488	1)	partial trip on dry sy	stem				
			L 1 0040				
. 22489	2	Dry system full trip o	lue in 2018				
22490	5						
22430	3						
were the second second							
		STATUS OF THE	SYSTEM - CHECK ONE				
\boxtimes	IN COMPLIANCE	☐ MINO	R DEFICIENCIES	MAJOR DEFICIENCIES			
			INTERPOTOR CICALATINE				
NIFCO 500 Blue	MECHANICAL SY Heron Dr. • Lincoln, N	STEMS, LLC ebraska 68522	INSPECTOR SIGNATURE	Clint Coonrod I			
Your pa	rtner in piping rotection singe 1975		NEBRASKA LICENSE #	98008			
Phone: 402-47'			MEDINADIVA FIORINGE #	Sporting Comments			
Fax: 402-47'			TESTER BFP LICENSE #	8889			
		OWNE	R REPRESENTATIVE SIGNATURE	Representative Signature			
				T vehicoclitative signature			

LOCATION OF TH	E SYSTEM:			
Business Name	Leanander Co	t. \M1/		4.5-18
Address:	1025 North	anty DMV ale I street	· ·	INSPECTION DATE
City, State, Zip:	Lincoln, No	14 -17-01		
	- 1/10-			office
				TYPE OCCUPANCY
FORIVIS	NCLUDED WITH THIS	COVERSHEET	TYPE	DFINSPECTION
UNDERGRO	UND TEST CERTIFICA	TION (FORM 85-AB)	☐ INITIAL ACCEPTANCE O	F SYSTEM
ABOVEGRO	UND TEST CERTIFICA	TION (FORM 85-AC)	REINSPECTION DUE TO	REMODEL, REPAIR, ETC.
REPORT OF	INSPECTION		PERIODIC INSPECTION	ANNUAL QUARTERLY
DRY PIPE VA	ALVE TEST		BACKFLOW PREVENTER	R TEST
	ITEM # DIRECTORY		DE	FICIENCIES
1- WET RISER		5- BACKFLOW PREVENTER		
2- DRY RISER		6- STANDPIPE		CIES NOTED ON INSPECTION INSPECTION INSPECTION
3- PREACTION RISER 4- FIRE PUMP		7- OTHER	AND ANT OTHER PERT	INEM COMMENTS ON SISTEM
TAG#			MAJOR DEFICIENCIES / CO	
24107	/	1	c. = /2 /1 /2	
0.444	5	Main Brain	85/64/Z	
24140	7			
			*	
		main Arain -80	157	
			,	
		STATUS OF THE S	YSTEM - CHECK ONE	
	IN COMBULANCE	Flance	DEFICIENCIES	MAJOR DEFICIENCIES
	IN COMPLIANCE		DENCIENCIES	[] WAJOR DEFICIENCIES
				\bigcirc \sim \sim
NIFCO	MECHANICAL SY Heron Dr. • Lincoln, N	STEMS, LLC	INSPECTOR SIGNATURE	12
MEGIANICAL Your pa	e Heron Dr.• Lincom, K rtner in pipina	9Draska 60522		Technician
	rtner in piping rotection since 1975		NEBRASKA LICENSE #	98008
Phone: 402-47			TESTED DED LICENSE U	
Fax: 402-47	/-2314		TESTER BFP LICENSE #	5697
		U/W/VIE	R REPRESENTATIVE SIGNATURE	\sim
		OVVIVE	THE RESERVATIVE SIGNATURE	Representative Signature

LOCATION OF TH	E SYSTEM:					
Business Name:	Court House Plaza		Monday, June 19, 2017			
Address:	633 South 9th Stree	t	INSPECTION DATE			
City, State, Zip:	Lincoln Ne					
			Office			
EORNES	INCLUDED WITH THE	COMES SHEET	TYPE OCCUPANCY			
	UND TEST CERTURICAT		INITIAL ACCEPTANCE OF SYSTEM			
	IND TEST CERTIFICAT	page of the chicago for the ch	REINSPECTION DUE TO REMODEL, REPAIR, ETC.			
X REPORT OF	acing hotels, Phase et a Figure in	WEST STORY	PERIODIC INSPECTION MANNUAL OUARTERLY			
DRY PIPE VALVE TEST			M BACKFLOW PREVENTER TEST			
ITEM # DIRECTORY			<u>DEFICIENCIES</u>			
1- WET RISER		5- BACKFLOW PREVENTER				
2- DRY RISER		6- STANDPIPE	ITEMIZE DEFICIENCIES NOTED ON INSPECTION			
3- PREACTION RISER 4- FIRE PUMP		7- OTHER	AND ANY OTHER PERTINENT COMMENTS ON SYSTEM			
TAG#	ITEM#		MAJOR DEFICIENCIES / COMMENTS			
21474	1	Flow switch would no	ot come in on initial test went to flow device			
21475	5	And moved paddle u	p and down manually and alarm came in.			
		Went back to insp. to	est and tried and alarm came in . we tested it twice.			
			•			
en tru i transfer N		STATUS OF THE	SYSTEM - CHECK ONE			
\bowtie	IN COMPLIANCE		R DEFICIENCIES MAJOR DEFICIENCIES			
NIFCO	O MECHANICAL S	YSTEMS, INC	INSPECTOR SIGNATURE			
NIECO 500 Blu	e Heron Drive . Lincoln		Trayls Billesharn			
Your pa	artner in piping protection since 1975		NEBRASKA LICENSE # 98008			
Phone: 402-47			<u> </u>			
Fax: 402-47	7-2314		TESTER BFP LICENSE # 8466			
		OWNE	R REPRESENTATIVE SIGNATURE Representative Signature			
			T vebteseurarise signarite			

LOCATION OF TH	IE SYSTEM:			
Business Name:	Lancaster Mental H	ealth		Friday, June 16, 2017
Address:	825 J Street			INSPECTION DATE
City, State, Zip:	Lincoln Nebraska			
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Windows (1994) - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 19			office -hospital
				TYPE OCCUPANCY
	NCLUDED WITH THE	IN SECTION AS THE PERSON NAMED IN COLUMN	TYPE	OF INISPECTION
UNDERGRO	UND TEST CERTIFICA	TION (FORM 85-A8)	INITIAL ACCEPTANCE O	F SYSTEM.
ABOVEGRO	UND TEST CERTIFICA	TION (FORM 35-AC)	REINSPECTION DUE TO	REMODEL, REPAIR, ETC.
REPORT OF	INSPECTION		PERIODIC INSPECTION	MANNUAL QUARTERLY
DEV PIPE VA	ALVE TEST	PAGE STRUCTURE	BACKFLOW PREVENTER	LTIST
	ITEM # DIRECTORY		DE	FICIENCIES
1- WET RISER		5- BACKFLOW PREVENTER		
2- DRY RISER 3- PREACTION RISER		6- STANDPIPE 7- OTHER		IES NOTED ON INSPECTION NENT COMMENTS ON SYSTEM
4- FIRE PUMP		, - (1,)=(,)		
TAG#	ITEM #		MAJOR DEFICIENCIES / CO	DMMENTS
38689	1		MAJON PERCENCIES / CC	WINDLING.
38690	5			
			, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,	
-				
The second of the second				
		STATUS OF THE S	<u>YSTEM - CHECK ONE</u>	
\boxtimes	IN COMPLIANCE	MINOR	DEFICIENCIES	MAJOR DEFICIENCIES
			교회에 위한 생활활동상으로 되는 것이다.	
MIECO	. MECUANTCAT .CV	CTEMC IIC	INSPECTOR SIGNATURE	- OT
NIECO 500 Blu	MECHANICAL SY e Heron Dr. • Lincoln, N	ebraska 68522	MOI LCTON SIGNATONE	Travis Billesbach
Your pa	artner in piping Potection since 1975		NEBRASKA LICENSE #	_
Phone: 402-47			TEDITION LIGHTER	
Fax: 402-47			TESTER BFP LICENSE #	8466
		OWNER	R REPRESENTATIVE SIGNATURE	
				Representative Signature

LOCATION OF TH	E SYSTEM:			
Business Name:	Hall Of Justice			Wednesday, September 13, 2017
Address:	575 South 10th			INSPECTION DATE
City, State, Zip:	Lincoln Nebraska			•
o.c,, o.a.o, <u>z.</u> p.				Office
				TYPE OCCUPANCY
FORMS	INCLUDED WITH THIS	COVER SHEET	TYPE (OF INSPECTION
UNDERGRO	UND TEST CERTIFICAT	rion (form 85-AB)	INITIAL ACCEPTANCE OF	F SYSTEM
ABOVEGRO	UND TEST CERTIFICAT	TION (FORM 85-AC)	REINSPECTION DUE TO	REMODEL, REPAIR, ETC.
□ REPORT OF INSPECTION			PERIODIC INSPECTION	ANNUAL QUARTERLY
DRY PIPE VA	ALVE TEST		⋈ BACKFLOW PREVENTER	TEST
	ITEM # DIRECTORY		DE	FICIENCIES
1- WET RISER		5- BACKFLOW PREVENTER		
2- DRY RISER		6- STANDPIPE		CIES NOTED ON INSPECTION
3- PREACTION RISER 4- FIRE PUMP		7- OTHER	AND ANY OTHER PERT	INENT COMMENTS ON SYSTEM
TAG#	ITEM #		MAJOR DEFICIENCIES / CO	OMMENTS
20666	1	Selnoid is tested by o	others manual pull tested only	
20667	1		, , , , , , , , , , , , , , , , , , ,	
20668	1			
20669	1			
20670	1			
20671	3			
20672	5			
	j			
		SIATUS OF THE	SYSTEM - CHECK ONE	
\boxtimes	IN COMPLIANCE		R DEFICIENCIES	MAJOR DEFICIENCIES
NATION OF THE OWNER OWNER OF THE OWNER OWNE	o varovi varo i voj	roman to ANTO	MODERTOD SIGNATURE	
	O MECHANICAL S' le Heron Drive • Lincoln		INSPECTOR SIGNATURE	Travis Billesbach
Your pa	artner in piping protection since 1975	, INCOLUSKU 00322		
			NEBRASKA LICENSE #	98008
Phone: 402-47			TECTED DED LICENCE #	8466
Fax: 402-47	/-4314		TESTER BFP LICENSE #	0400
		OWNF	R REPRESENTATIVE SIGNATURE	
		2 11112		Representative Signature

Report of Inspection, Testing & Maintenance

of Preaction & Deluge Fire Sprinkler Systems



ALL QUESTIONS ARE TO BE ANSWERED AND ALL BLANKS TO BE FILLED (Weekly inspection tasks are NOT included in this report)



NIFCO MECHANICAL SYSTEMS, INC 500 Blue Heron Drive • Lincoln, Nebraska 68522 Your partner in piping & protection since 1975

Inspecti Busines					Tag#				
Address	575 South 10th			·····		•			
	or Name: Travis Billesbach					Date: Wednesday, September 13, 2017			
Inspect	ion Frequency: Monthly	Quart	erly 🛭 Annually			Semi Annually Other:			
	Monthly Ins	pecti	on for	Preac	tion and I	Deluge Sprinkler System			
		Υ	N/A	N			Y	N/A	N
A.1.0	Preaction/Deluge System in service on inspection				A.3.7	System riser informational sign in place showing			
A.2.0	Supply (water) gauge pressure		56	psi]	area served, locations of auxillary drains and any	_		
A.2.1	System (air) gauge pressure		36	psi		auxillary systems*			
A.2.2	Detection System (air) pressure gauge			psi	A.4.0	Backflow prevention assembly valves are locked or			
A.2.3	Gauges appear to be in good condition					electrically supervised in open position		Ш	
A.2.4	Gauge pressures are normal				A.4.1	Reduced pressure backflow prevention assembly			_
A.3.0	Control valves are in normal open or closed			-		not in continous discharge		\square	ᆜᆜ
	position				A.5.0	Preaction/Deluge valve free of physical damage			
A.3.1	Control Valves are properly locked or supervised	Ø		<u> </u>	A.5.1	Preaction/Deluge valve trim valves are in			
A.3.2	Control valves accessible					appropriate open or closed position			ᆜᆜ
A.3.3	Control valve provided with appropriate	K-71		r1					
404	wrenches	X			A.5.2	Preaction/Deluge valve seat is not leaking			믁믁╴
A.3.4	Control valves free from external leaks	X			A.5.3	System electral components in service			井
A.3.5	Control valve identification signs in place			片	A.6.0 A.7.0	ALARM PANEL CLEAR COMMENTS:			
A.3.6 System control valve signs indicate area served					A.7.0	COMMENTS:			
Quarterly Inspection of Preaction/Deluge Sprinkler Systems Quarterly Testing for Preaction/Deluge Sprinkler Systems									
B.1.0	Preaction/Deluge System in service on inspection	ΙП	ПП	П	C.1.0	Preaction/Deluge System in service before testing		П	
B.2.0	Hydrolic nameplate attached and legible				C.1.1	Pertinent parties notified before test		H	H
B.2.1	Alarm valve free of physical damage	H		퓜	C.1.2	Adequate drainage provided before flow testing		Ħ	
B.3.0	FDC is visible	H			C.2.0	Priming water level tested		H	
B.3.1	FDC is accessible	H	H		C.3.0	Low air pressure alarm tested		H	퓜
B.3.2	FDC is accessible FDC swivels/couplings undamaged/rotate				C.4.0	One main drain test conducted downstream from			
D,3,2	smoothly					the backflow preventer	⊠		
B.3.3	FDC Plugs in place/undamaged				C.4.1	One main drain test conducted downstream from	l		_
B.3.4	FDC gaskets in place and in good condition					pressure reducing valve			
B.3.5	FDC identification sign in place				C.4.2	Supply water gauge reading before flow (static)		56	psi
В.3.6	FDC check valve not leaking				C.4.3	Gauge reading during stable flow (residual)		50	psi
B.3.7	FDC automatic drain valve in place and operating	l	l _ l	_	C.4.4	Time for supply pressure to return to normal			sec
	properly				C.5.0	Pertinent parties notified of test conclusion			
B.3.8	FDC clapper is in place and operating properly				C.6.0	ALARM PANEL CLEAR			
B.3.9	FDC interior inspected where caps missing				C.7.0	SYSTEM RETURNED TO SERVICE			
B.3.10	FDC obstructions removed as necessary				C.8.0	COMMENTS:			
B.4.0	Pressure reducing control valves (PRV) indicate				1				
	open								
B.4.1	PRV not leaking					· · · · · · · · · · · · · · · · · · ·			
B.4.2	PRV maintaining downstream pressure per design	T			1				
B.4.3	PRV in good condition						-		
B.4.4	PRV handwheel installed and not broken								
B.5.0	ALARM PANEL CLEAR	一							
B.6.0	COMMENTS:				1				

*This requirement is new and can also be found in the 2007 edition of NFPA 13

9/13/2017

Report of Inspection, Testing & Maintenance of Preaction/Deluge Fire Sprinkler Systems...continued

Inspecting Firm	NIFCO MECHANICAL SYSTEMS, INC.							Tag #20	671		
Business Name	Hall Of Justice										
Address	575 South 10th							Date: Wednesday, September	13, 201	17	
Inspector Name:	Travis Billesbach							_			
Inspection Frequency:	☐ Monthly ☐ Quarterly		☑ Ar	nnua	ally		Ser	mi Annually 🔲 Other:			
	Semi-Annual Testing	for Pr	eact	tion	n/D	elu	ge Snrir	nkler System			
	Jeini-Ainida Testing	Y	N/A		N	ciu	Pc abili	inici System	Υ	N/A	N
C.1.0	System in service before testing	$\dot{\boxtimes}$			ĤΗ	Γ	C.3.1	Signal restored only when valve returns to	<u> </u>	14/11	+
C.1.1	Pertinent parties notified before testing	×	片		Ħ		0.512	normal position			
0.1.1	Tartificate parties from the service testing			+,		ŀ	C.4.0	Pertinent parties notified of test conclusion			
C.2.0	Water flow alarm tested and is operational			[•			
C.2.1	Test conducted with inspector's test connection			[C.5.0	ALARM PANEL CLEAR	\boxtimes		
C.2.2	Test conducted with bypass connection (freezing						C.6.0	SYSTEM RETURNED TO SERVICE			
-	weather)] [C.7.0	COMMENTS:			
C.2.3	Test conducted per manufacturer's instructions				\Box _ \Box	.					
C.3.0	Supervisory switch initiates distinct signal during										
	first two hand wheel revolutions or before valve	_	_		_						
	stem moved one-fifth from normal position		Щ								
	Annual Inspection o		ictio	n/	Delu	uge	Sprink	ler Systems			
D.1.0	System in service on inspection						D.4.7	Glass bulbs appear full of liquid			
D.2.0	Hangers and seismic bracing appears]		D.4.8	Spare sprinklers are of proper number (at			
	undamaged and tightly attached							least 6), type and temperature rating			
D.3.0	Piping appears free of mechanical damage						D.4.9	Spare sprinklers stored where temperature			
D.3.1	Piping appears free of leakage][maximum is 100°F			
D.3.2	Piping appears free of corrosion		_	Ι.	_		D.4.10	Wrench available for each type of sprinkler	_	_	_
				11	Ш						H
D.3.3	Piping appears free of external loading						D.5.0	Preaction/Deluge valve in good condition			$\perp \perp \parallel$
D.4.0	Sprinklers appear free of leakage	-	_	١.	_			internally (check at trip test 5 year for external reset)	F		
				٠,		-					무
D.4.1	Sprinklers appear free of corrosion	N		-			D.5.1	Preaction/Deluge system detection devices			무
D.4.2	Sprinklers appear free of foreign materials							in good condition		<u> </u>	무
D.4.3	Sprinklers appear free of paint			\perp			D.6.0	ALARM PANEL CLEAR			
D.4.4	Sprinklers appear free of physical damage			Ι,	_		D.7.0	COMMENTS:			
D.4.5	Sprinklers appear properly oriented			- -	\Box						
D.4.6	Clearance appears to be adequate between		$ \neg$		\neg						
	sprinkler and building contents		ᆜ		븻	Ļ					
	Annual Maintenance	tor Pr	eact	ior	n/De	elu	 				
E.1.0	System in service before conducting						E.6.1	Grease or other sealing materials not			
	maintenance				\neg			applied to seating surfaces of Preaction/Deluge valve		П	
E.2.0	Pertinent parties notified before conducting			+			E.7.0	Preaction/Deluge system low points			┼┸┤
£.2.0	maintenance						L.7.0	drained after operation and before onset of			
E.3.0	Operating stems of OS&Y (including backflow)			+	_			freezing weather conditions			
1.0.0	valves lubricated	\boxtimes					E.8.0	Additional maintenance conducted as			
E.3.1	Valves completely closed and reopened							required by mfg. inst.		\boxtimes	
	Adequate drainage provided before flow testing						E.9.0	Pertinent parties notified after conclusion			_
E.4.0	or draining			_				of maintenance			
E.4.1	Main drain test conducted	\boxtimes									 _
E.4.2	Supply water gauge reading before flow (static)	ļ			si		E.10.0	ALARM PANEL CLEAR			$\perp \Box$
E,4.3	Gauge reading during stable flow (residual)	ļ			si		E.11.0	PREACTION/DELUGE SYSTEM RETURNED TO SERVICE IN			-
E.4.4	Time for supply pressure to return to normal	ļ	_	S	ec			ACCORDANCE WITH MFG. INST.			
5.45	Fill flow pressure (residual), 10 percent				\Box		T 12 0			L	
E.4.5	reduction from prior original test Leaks causing drops in supervisory pressure	🔼	ᆜ	+	LL.		E.12.0.	COMMENTS:			
	sufficient to sound warning alarms located and										
E.5.0	repaired										
E.5.1	Electrical malfunctions causing alarms to sound			+							
	located and repaired										
E.6.0	Preaction/Deluge valve interior thoroughly			\top							
	cleaned and parts replaced/ repaired as										
	necessary (5 year for external reset)	\boxtimes									
										(AFSA F	
	(All "NO" answe		e expl	aine	ed)						13A)
INSPECTOR'S INITIAL 1	TB OWNER/DESIGNATED REP. INITIA	AL						DATE 9/13/2017		Page 2	2 of 4

Report of Inspection, Testing & Maintenance of Preaction & Deluge Fire Sprinkler Systems...continued

Inspecting Firm	NIFCO MECHANICAL SYSTEMS, INC.						Tag #20671			
Business Name	Hall Of Justice									
Address	575 South 10th									
Inspector Name:	Travis Billesbach					Dat	e: Wednesday, Septer	nber	13, 203	17
Inspection Frequency:	☐ Monthly ☐ Quarterly	\boxtimes	Ann	ually	□sc	emi Annually	Other:			
inspection rrequency.	Annual Testing for P						j Other.			
	Allitual Testing for F	Y	N/A	N	age aprili]	ikiei Systems		У	N/A	N
F.1.0	Preaction/Deluge System in service before testing		N/A		F.7.3	Forward flow test o	anducted without	1	IV/A	11
F.1.1	Pertinent parties notified before testing			十一	1.7.5		vice ≤ 2" and outlet sized			
F.1.2	Adequate drainage provided before flow testing			一	1	to flow system dem	and)			_
F.2.1	Preaction & Deluge valve protecting freezers trip	1-			F.7.4	Backflow preventio	n assembly internal			
	tested in manner not introducting moisture into					•	ed in lieu of flow test		\boxtimes	
	piping in freezer		L_				st more than 1 year and			1
F.2.0	Main drain test conducted					rationing enforced		\vdash		 _
F.2.1	Supply water gauge reading before flow (static)			psi	F.7.5		atisfied by annual fire			
F.2.2	Gauge reading during stable flow (residual)			psi	F.7.6	pump flow test	flow test conducted as	\vdash		\vdash
F.2.3 F.3.0	Time for supply pressure to return to normal Deluge/Preaction valve trip test at full flow			sec	F./.6	required by AHJ	How test conducted as			
F.3.1	Discharge patterns not impaired by plugging	ᅢ旹			F.8.0	PRV control valves	flow tested and			
F.3.2	Discharge patterns not obstructed allowing				1 1.0.0	comparied to previ				
	wetting of protected surfaces				F.9.0	Pertinent parties no	otified of test conclusion			
F.3.3	Open sprinkler/ nozzles correctly positioned				F.10.0	Records of trip test	maintained properly			
F.3.4	System tested with air to ensure that nozzles are				F.11.0	ALARM PANEL CLE	AR			
	not obstructed where water cannot be discharged				F.12.0	PREACTION/DELUG SERVICE	SE SYSTEM RETURNED TO			
F.4.0	Pressure reading at hydraulically most remote nozzle or sprinkler			psi	F.13.0	COMMENT:				
F.4.1	Pressure reading at the deluge valve			psi	1					
F.4.2	Pressures caompared to hydraulic design									
	pressures and show original system desing			_						
	requirements are met by the water supply	$\perp\Box$		$\perp \Box$						
F.4.3	Nozzle or sprinkler discharged checked visually	_	l	_	l ——					
	where hydraulically most remote is inaccessable (other than foam-water systems)									
F.4.4	Gauge placed at hydraulically most remote									
	nozzle/sprinkler and results compared with									
	required design pressure (if reading taken at riser indicates deteriorated water supply)									
		-	 	╀-	 					
F.5.0	Manual actuation device operated satisfactorily									
F.6.0	Low temperature alarm tested at beginning of heat season (where provided for valve enclose)									
F.6.1	Control valves (including backflow and PIVs)	+-	\vdash	-	1					
11012	operate through full range and return to normal									
	position	-	_	_						
F.6.2	PIVs open until spring or torsion felt in rod									
F.6.3	PIVs and OS&Ys backed 1/4 turn from full open									
F.6.4	Main drain test conducted									
F.6.5	Supply water gauge reading before flow (static)			psi	┦					
F.6.6	Gauge reading during stable flow (residual)			psi						
F.6.7 F.6.8	Time for supply pressure to return to normal Full flow pressure (residual) < 10 percent	T	ТП	sec					-	
F,0.8	reduction from prior or original test		╽┺							
F.7.0	Backflow prevention assembly forward flow test			$+\Box$	1					-
	conducted	\boxtimes								
F.7.1	System demand flow was achieved	Ø								
F.7.2	Forward flow test conducted at maximum rate									
	possible (only where connections do not permit									
	full flow test)		<u></u>					1,,		112.
INSPECTOR'S INITIAL	(All "NO" answ TB OWNER/DESIG!					DATE	9/13/2017	(AFS	SA Form: Page 3	
THAT TOURS HALLIAL	TO OWNACH/DESIGN	יחונט	WEL . 11			DAIL	3/13/201/		, ugc J	J, 7

Report of Inspection, Testing & Maintenance of Preaction & Deluge Fire Sprinkler Systems...continued

Inspec	ting Firm	NIFCO MECHANICAL S	YSTEM	S, INC.				Tag# 20	671		
Busine	ss Name	Hall Of Justice									
Addres	SS	575 South 10th					-				
Inspec	tor Name:	Travis Billesbach		····			- Date:	Wednesday, September	r 13, 20)17	
Inspec	tion Frequency:	Monthly 0	Quarter	ly		Annually	- Semi Annually	Other:			
	Thre	ee Year Testing for					Items of 5 Year or Grea	ater Frequency	Υ	N/A	N
		on and Deluge Systems				H.1.0	System in service before		П	Π	\boxtimes
This se		ole to systems NOT full f	low tri	n teste	d	H.2.0	·····	d before conducting tasks			
		ty of shutting down pro				H.3.0	System gauges replaced			一百	
	•	test must be conducted				H.3.1	System gauges tested by	 			
	-	ery 3 years, whichever o					calibrated gauge	•	П		\boxtimes
Scrieut	alea silataowii Ok ev	ery 3 years, willeliever t	Comes	11136.		H.3.2	System gauges accurate	within 3% of full scale	H		X
			Y	N/A	N	H.3.3	System gauges recalibrat		H		X
	Preaction/Deluge Syste	em in service before	-	1.7/	- ' '	1113.5	Dystem Budges results at	and do incoopering			K-3
G.1.0	testing					H.3.4	System gauge test/ repla	cement date:			
G.1.1	Pertinent parties notifi	ed before testing	T		Ħ	H.4.0	Check valve internally ins			ПП	
G.1.2		ovided before flow testing				H.4.1	Check valve internal com	ponent operate correctly			
G.2.0		e trip tested at full flow				H.4.2	Check valve internal com				
G.2.1	Discharge patterns not					H.4.3		ponents in good condition			
G.2.2	Discharge patterns not	obstructed preventing	ΙŌ			1					
	wetting of protected su	urfaces				H.4.4	Check valve internal com	ponents cleaned /			
G.2.3	Open sprinkler/ nozzle	s correctly positioned				1	repaired / replaced as ne	cessary			
G.2.4	Pressure reading at hyd	draulically most remote	ΙΠ		Ī	H.4.5	Check valve internal insp	ection/maintenance date:			1
	nozzle or sprinkler	,	<u> </u>		psi	H.5.0	Preaction/Deluge valve in	n good condition internally			
G.2.5	Pressure reading at the	e deluge valve			psi	1	(check at trip test)	•			
G.2.6	Pressures caompared t	to hydraulic design				H.5.1	Preaction & Deluge valve	interior thoroughly			
	pressures and show or	iginal system desing		\boxtimes			cleaned and parts replace	ed/repaired as necessary			
	requirements are met	by the water supply				1 1					
G.2.7	Nozzle or sprinkler disc	charged checked visually				H.6.0	Adequate drainage provi	ded before flow testing			X
	where hydraulically mo	ost remote is inaccessable		\boxtimes		H.6.1	PRV control valves full flo	ow test conducted See			
	(other than foam-wate	er systems)					AFSA Form 115A				
G.2.8	Gauge placed at hydra	ulically most remote				H.7.0	Extra high temp solder ty	pe sprinklers			
	nozzle/sprinkler and re	esults compared with]	tested/replaced - date:				
	required design pressu	•		\boxtimes		H.7.1	Sprinklers in harsh enviro	onment tested/replaced -			
	riser indicates deterior	ated water supply)					Date:				
G.3.0		ce operated satisfactorily				H.7.2	Dry sprinklers tested/ rep		ļ		
G.4.0		ce operated satisfactorily				H.7.3	Sprinklers with fast respo				
G.5.0	Pertinent parties notifi		<u> </u>				replaced (at 20 years, 10				
G.6.0	Records of trip test ma	intained properly	<u> </u>	\boxtimes	╽ <u></u>	H.7.4	All sprinklers tested / rep				
G.7.0	ALARM PANEL CLEAR				<u> </u>	1	(at 50 years, 10 thereafte				
G.8.0	PREACTION/DELUGE S	SYSTEM RETURNED TO			_		(at 75 years, 5 thereafter				
	SERVICE					H.7.5	•	ed before 1920 replaced -			
600	COMMENTS.		l	L	L	1	Date:		İ		
G.9.0	COMMENTS:	1				H.8.0	Obstruction inspection co	anducted	ļ		
						1 17.6.0	See ASFA Form 114A - da				
						H.9.0	ALARM PANEL CLEAR	uc.	$\vdash \sqcap$	П	
						H.10.0	PREACTION/DELUGE SYS	TEM RETURNED TO		<u> </u>	
						1 1 11120.0	SERVICE	TEM RETORITED TO		lп	
						H.11.0	COMMENTS:		<u> </u>		
						1					
							· · · · · · · · · · · · · · · · · · ·	 			
						1					
		1	All "NO	' answe	rs to be	explained)			(AFS	A Form	113A)
INSPEC	TOR'S INITIAL TB	OWNER/D					DATE .	9 / 13/2017	`, 3,		4 of 4

NIFCO MECHANICAL SYSTEMS, LLC.

500 Blue Heron Drive • Lincoln, NE 68522 • (402) 477-0666

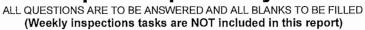
Backflow Preventer

MAINTENANCE TEST FORM

Business Name	Hall Of							
Service Address Contact Person	3/3 80	uth 10th			/F	hone Number		
·						Tione Hamber		
Annual Test		Repair						
Double Check		RPP	6.0 Size	-	Conbraco Manufacturer	40-1	0003 el No.	Nd185 Serial No.
New Installation		Replacement						
Double Check		RPP	Size		Manufacturer	Mod	el No.	Serial No.
Domestic Containment Swimming Pool	☐ Irriga	ation	Fire Service	Water Coo	Boiler bled Ice Maker	Carbonator (Other C	Other (Desc)	:
Device Location	IN PA	RKING GA	RAGE					
Check Valve #1 INITIAL TEST		Ch	eck Valve #2		Pressure	Relief Valve	F	PVB/SVB
Held at 1.8 Leaked Yes Cleaned Replaced:	PSID No	Held at Closed tight Leaked Cleaned	1.7 Yes Yes	PSID No No	Opened at Did not open Cleaned Replaced:	PSID	Air Inlet Opened at Did Not Open Check Valve	PSID
		#2 Shut Off Closed Tight	∑ Yes	No No			Held at Leaked Cleaned Replaced	PSID Yes No
FINAL TEST								
	PSID	Closed tight	Yes	No PSID	Opened at	PSID	Check Valve Air Inlet	PSID PSID
I hereby certify the above	backflow pr			with all rules	and regulations		ka Health and Humar	n Services, Department of
Travis Billesbach				84	166		402-3	304-8027
State Certified Technician (ple	ase print)	1	Grade 6 C	ertificate #			Cell / Phone No.	eptember 13, 2017
State Certified Technician Sign Midwest	ature		05091503		2		10.2	te of Test 21.2014
Test Gauge Manufacturer			Test Gaug	e Serial#			Date o	of Calibration
Comment:								

Report of Inspection, Testing & Maintenance

Of Wet Pipe Fire Sprinkler Systems





NIFCO MECHANICAL SYSTEMS, INC 500 Blue Heron Drive - Lincoln, Nebraska 68522 Your partner in piping & protection since ivs

Inspecting Firn	NIFCO MECHANICAL SYS	ГЕМЅ, Inc.			Tag # Wet			
Business Name	Hall Of Justice			_				
Address	575 South 10th			_				
Inspector Nam	: Travis Billesbach				dnesday, Septembe		017	
Inspection Fre	uency: Monthly	Quarterly	Annually	Semi Annually	Other	_		
		Monthly Inspect	ion for Wet Pipe Sprin	kler System				
						Υ	N/A	N
A.1.0 System	service on inspection							
A.2.0 Supply	essure gauge			2.			566	psi
A.2.1 System	ressure gauge						_	psi
A.2.2 Gauges	ppear to be in good condition					X	<u> </u>	
	alve in normal open or closed position	1						┼┼┼
	alve properly locked or supervised						\perp	+
	alves accessible						\vdash	-
	alve provided with appropriate wrend	hes				\boxtimes	\dashv	
	alve free from external leaks						+	╁╫╴
	alve identification sign in place	1				X	\dashv	H
	ontrol valve sign indicates area served		ad in anon position					H
	prevention assembly valves are locker pressure backflow prevention assem						X	H
	ve gauges indicate normal supply wa		naige			Ħ	X	\Box
	ve free of physical damage	ter pressure				Ħ	X	一
	ve trim valves are in appropriate ope	n or closed position				Ħ	Ø	1
	ve retarding chamber or alarm drain						Ø	
	ser information sign in place showing		cation of any auxiliary system	ns*			\boxtimes	
	ANEL CLEAR					\boxtimes		
A.8.0 COMM	VTS:							_
								_
								_
								_
								_
								_
								_
***************************************								_
l								

*This requirement is new and can be found in the 2007 edition of NFPA 13

(All "NO" answers to be explained)

INSPECTOR'S INITIAL TB OWNER/DESIGNATED REP. INITIAL

DATE 9/13/17

(AFSA Form 106A)

Page 1 of 4

						et Pipe Fire	Sprinkler Systems	scontinued	
Inspecting	Firm .	NIFCO MECHANICAL S	YSTEN	4S, IN	C.		Tag #		
Address		575 South 10th							
Inspector N	lame:	Travis Billesbach					Date	:: Wednesday, Septemb	per 13, 2017
Inspection	Frequency:	Monthly	Quarte	erly	\boxtimes	Annually	Semi Annually	Other	
	Quarte	erly Inspection for					Quarterly	Testing for	
	Wet Pipe	Sprinkler Systems	•				Wet Pipe Spri	inkler Systems	
			Υ	N/A	N]		Y N/A	N
B.1.0	System in service on					C.1.0	System in service before tes		
B.2.0	Hydraulic nameplate	attached and legible	\boxtimes	Ш	Ш		Pertinent parties notified be		<u> </u>
B.2.1	Alarm device free of	physical damage					Adequate drainage provide flow testing		
			53	_			Alarm device appears free o		
B.3.0	FDC is visible FDC is accessible				뷰	C.2.4 C.3.0	damage A main drain test conducted		
B.3.1 B.3.2		gs undamaged/rotate		Ш	╨	1 0.3.0	downstream from the back		
0.5.2	smoothly	53 undamaged/rotate					preventer		
	•					C.3.1	A main drain test conducted	d	
B.3.3	FDC Plugs in place/u	ndamaged					downstream frompressure valve	reducing 🔲 🗆	
B.3.4	FDC gaskets in place	and in good condition	M			C.3.2	Supply water gauge reading (static)	g before flow 56	psi
	• • • • • • • • • • • • • • • • • • • •						Gauge reading during stable	e flow	
B.3.5	FDC identification sig	gn in place					(residual)	50	psi
D 2 C	FDC -b -slovely-	ili			Ь	624	Time for supply pressure to normal	return to 3	coc
B.3.6 B.3.7	FDC check valve not FDC automatic drain				ᆛ	C.3.4	Pertinent parties notified of		sec
D.J.7	operating properly	valve in place and				C.4.0	conclusion		
						C.5.0	ALARM PANEL CLEAR		
B.3.8		ce and operating properly	Ø			C.6.0	SYSTEM RETURNED TO SER	RVICE 🛛 🗌	
B.3.9		ed where caps missing		Ø	ᄆ		COMMENTS		
B.3.10	FDC obstructions rer		$\perp \Box$		ᅵᆜ	┤ 			
B.4.0	open	ontrol valves (PR V) indicate		\boxtimes					
B.4.1	PRV not leaking		ᆉ		H	-			
B.4.2		wnstream pressure per	$+$ \Box		十	1 I			
	design			\boxtimes					
B.4.3	PRV in good condition	on							
B.4.4	PRV handwheel insta	alled and not broken		\boxtimes		l I			
B.5.0	ALARM PANEL CLEA	R			Ц	J [.]			
B.6.0	COMMENTS:					-			
					-	-			
						-			
		Semi-Annua	l Te	stin	a fo	or Wet Pir	e Sprinkler Syst	ems	
					_	-	. ,	Y N/A	N
D.1.0	System in service be	fore testing							
D.1.1	Pertinent parties no								
D.2.0		nitiates distinct signal during	first tw	o hand	d whe	el revolutions or	pefore valve stem moved one-f		
	normal position								
D.2.1		when valve returns to norm	al posit	ion					1
D.3.0 D.4.0							 		
D.4.1									
D.4.2		bypass connection (freezing	weath	er)					
D.4.3		manufacturer's instructions							
D.5.0		tified of test conclusion							1
D.6.0	ALARM PANEL CLEA								
D.7.0	SYSTEM RETURNED	TO SERVICE							
D.8.0	COMMENTS:								
									-

(All "NO" answers to be explained)

OWNER/DESIGNATED REP. INITIAL

ТВ

INSPECTOR'S INITIAL

(AFSA Form 106A)

Page 2 of 4

DATE 9/13/17

-	rt of Inspection, Testing & Maintaing Firm NIFCO MECHANICAL SYSTEMS,		ice of	Wet Pip	e Fire S	prinkler Systemscontinued Tag #			
Addres	s 575 South 10th								
Inspect	or Name: Travis Billesbach					Date: Wednesday	, Sept	ember	13, 2017
Inspect	ion Frequency: Monthly	Qua	arterly	nA 🔀	nnually	Semi Annually Other			
	Annual Testing for Wet Pipe Sprin	kler	Systen N/A	ns N		Annual Inspection for Wet Pipe Sprin	nkler Y	Syster N/A	m N
E.1.0	System in service before testing	\boxtimes			F.1.0	System in service on inspection			
E.1.1	Pertinent parties notified before testing	Ø			F.2.0	Hangers and seismic bracing appears			1-
	Adequate drainage provided before flow					undamaged and tightly attached	$ \boxtimes $		
E.1.2	testing			<u> </u>					
E.2.0 E.2.1	Main Drain test conducted	\boxtimes	Ш	psi	F.3.0 F.3.1	Piping appears free of mechanical damage Piping appears free of leakage		H	
E.2.2	Supply water gauge reading before flow (static) Gauge reading during stable flow (residual)			psi	F.3.2	Piping appears free of corrosion		\dashv	╁╫──
E.2.3	Time for supply pressure to return to normal	-		sec	F.3.3	Piping appears free of external loading	X	一一	十一
E.2.4	Full flow pressure (residual) < 10 percent				F.4.0	Sprinklers appear free of leakage	Ø		†
	reduction from prior or original test				F.4.1	Sprinklers appear free of corrosion			
E.3.0	Antifreeze system has a test connection at				F.4.2	Sprinklers appear free of foreign materials			
	the most remote portion, the interface with	İ			F.4.3	Sprinklers appear free of paint			
	the wet pipe system, and when the capacity				F.4.4	Sprinklers appear free of physical damage	\boxtimes		↓ □
	exceeds 150 gal. one additional connection				F.4.5	Sprinklers appear properly oriented	M		
	for every 100 gal.*			الليا	F.4.6	Clearance appears to be adequate between	$ \boxtimes $		
E.3.1	Antifreeze solution freezing point			*F	F.4.7	sprinkler and building contents Glass bulbs appear full of liquid			\vdash \frown
E.3.2 E.4.0	Antifreeze solution freezing point after adjustment Control valves (including backflow and PIVs)	Γ	I		F.4.7	Spare sprinklers are of proper number (at least			 -
L.4.0	operate through full range and return to				1.4.0	6), type and temperature rating			
	normal position				F.4.9	Spare sprinklers stored where temperature			
E.4.1	PIVs open until spring or torsion felt in rod	Ø				maximum is 100°F			
	PIVs and OS&Ys backed 1/4 turn from full				F.4.1	Wrench available for each type of sprinkler			
E.4.2	open				0				
E.4.3	Main drain test conducted (see F.2.0)	Ø				PRIOR TO FREEZING WEATHER		ᆜ	↓
E.5.0	Backflow prevention assembly forward flow		_		F.5.0	Building is secure such as not ot expose piping	$ \boxtimes $		
	test conducted					to freezing conditions			
E.5.1	System demand flow was achieved through the device				F.5.1	Adequate heat is provided maintaining temperatures at 40°F or higher			⊔
E.5.2	Forward flow test conducted at maximum				F.6.0	ALARM PANEL CLEAR	Ø		TT
_,,,,,	rate possible (only where connections do not				F.7.0	COMMENTS:			11
	permit full flow test)		_	-	,				
E.5.3	Forward flow test conducted without					Annual Maintenance for Wet Pipe Sprir	ıkler !	System	ıs
	measuring flow (device ≤ 2" and outlet sized					System in service before conducting		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<u>-</u>
	to flow system demand)	\boxtimes			G.1.0	maintenance			
					G.2.0	Pertinent parties notified before conducting			
E.5.4	Backflow prevention assembly internal	_	l _		<u> </u>	maintenance			
	inspection conducted (where shortages last		⊠		G.3.0	Operating stems of OS&Y (including backflow)			
	more than 1 year and rationing enforced by AHJ		<u> </u>			valves lubricated	N		
E.5.5	Forward flow test satisfied by annual fire			-	G.3.1	Valves completely closed and reopened Adequate drainage provided before flow testing			
E.5.6	pump flow test Backflow preventer flow test conducted as		<u> </u>		G.4.0 G.4.1	Main drain test conducted		\dashv	╁╁
L.J.0	required by AHJ				G.4.2	Supply water gauge reading before flow (static)			psi
E.6.0	PRV control valves partial flow test conducted	L EN	<u> </u>		G.4.3	Gauge reading during stable flow (residual)			psi
	and adequate to unseat valve				G.4.4	Time for supply pressure to return to normal			sec
E.7.0	Pertinent parties notified of test conclusion	X			G.5.0	Pertinent parties notified after conclusion of			
E.8.0	ALARM PANEL CLEAR					maintenance			
E.9.0	SYSTEM RETURNED TO SERVICE				G.6.0	ALARM PANEL CLEAR	\boxtimes		
E.10.0	COMMENTS:				G.7.0	SYSTEM RETURNED TO SERVICE			
					G.8.0	COMMENTS:			
		****							_
									_

*This requirement is new and can also be found in the 2007 edition of NFPA 13

(All "NO" answers to be explained)

OWNER/DESIGNATED REP. INITIAL DATE 9/13/17 INSPECTOR'S INITIAL TB

-	rt of Inspection, Testing & Maintenance of Wet Pipe	e Fire S	-	Systemsco	ontinued	
	ing Firm NIFCO MECHANICAL SYSTEMS, INC.		Tag #			
Address						_
	or Name: Travis Billesbach		_		day, September 13, 201	7
Inspect	ion Frequency:	ually	∐ Sem	Annually	Other	
	Items of 5 Years					
		<u>Y</u>	N/A	N		
H.1.0	System in service before conducting tasks	무				
H.2.0	Pertinent parties notified before conducting tasks	<u> </u>				
H.3.0	Alarm valve internally inspected Alarm valve strainer, filters, and restriction orifices inspected	$\perp\Box$			M-2-1-1	
H.3.1	Main valve strainer, inters, and restriction offices inspected	Ιп	П			
п.з.1	Alarm valve internal components cleaned/replaced as necessary					
H.3.2	That it valve internal components cleaned, replaced as necessary					
H.3.3	Alarm valve internal components inspection / maintenance			-		
11.40	date:	16				
H.4.0 H.4.1	System gauges replaced as necessary System gauges tested by comparison with calibrated gauge	<u> </u>	<u> </u>			
11,4.1	Agrem Rankes resten by combanson with campiated Ranke					
H.4.2	System gauges accurate within 3% of full scale	╁╬╌	片	\square		
H.4.3	System gauges recalibrated as necessary	$+$ \Box	H	$\overline{\boxtimes}$ -		
H.4.4	System gauge test/ replacement date:		<u> </u>			
H.5.0	Check valve internally inspected	$+$ \Box	П			
H.5.1	Check valve internal components operate correctly					
H.5.2	Check valve internal components move freely	15				
H.5.3	Check valve internal components in good condition			\boxtimes		
	Check valve internal components cleaned / repaired / replaced as					
H.5.4	necessary					
H.5.5	Check valve internal inspection/maintenance date:					
H.6.0	Adequate drainage provided before flow testing					
H.6.1	PRV control valves full flow test conducted	1				
	See AFSA Form 115A					
H.7.0	Extra high temp solder type sprinklers tested/replaced - date:			- ⊠		
1174	Codellar to be an income that all the desired Dates	 				***************************************
H.7.1	Sprinklers in harsh environment tested/replaced - Date:			⊠ -		
H.7.2	Dry sprinklers tested/ replaced (10 years)- Date:					
H.7.3	Sprinklers with fast response elements tested/ replaced (at 20 years, 10	 				
''','5	thereafter)- Date:					
H.7.4	All sprinklers tested / replaced		<u> </u>			
	(at 50 years, 10 thereafter) - date:					
	(at 75 years, 5 thereafter) - date:					
H.7.5	All sprinklers manufactured before 1920 replaced - Date:					
H.8.0	Obstruction inspection conducted					
	See ASFA Form 114A - date:					
H.9.0	Pertinent parties notified of test conclusion			<u> </u>		
H.10.0	ALARM PANEL CLEAR	18-				
H.11.0	SYSTEM RETURNED TO SERVICE		Ц Ц			
H.12.0 C	OMMENTS:					
						
	/ All IIs	VOII sass	ore to be	olainad)		7 (AESA Form 10CA)
	(All 1	n⊖ queM	ers to be ex	рівніви)		(AFSA Form 106A)
INCOCO	CODIC INITIAL TO CHARLES OF THE	HT: A !		DATE 0/40/47		D 4 -f 4
LHNSPECT	OR'S INITIAL TB OWNER/DESIGNATED REP. IN	VIHAL		DATE 9/13/17		Page 4 of 4

OWNER/DESIGNATED REP. INITIAL DATE 9/13/17

LOCATION OF TH				•
Business Name:	LANCASTE	a County	YEACTH DE	INSPECTION DATE
Address:	3/40-11	- 57.		INSPECTION DATE
City, State, Zip:	Cinio	ch, ME		
	• • •			OFFICE
		•		TYPE OCCUPANCY
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	ITEM # DIRECTORY		DE	FICIENCIES
1- WET RISER 2- DRY RISER		5- BACKFLOW PREVENTER 6- STANDPIPE	ITEMIZE DESICIENC	CIES NOTED ON INSPECTION
3- PREACTION RISER		7- OTHER		INENT COMMENTS ON SYSTEM
4- FIRE PUMP		•		
TAG排	ITEM#	.	MAJOR DEFICIENCIES / CO	OMMENTS
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			80	RESINUAL.
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1 X 3		SHATOS OF THEST	SHEW - CHECK ONE	
	IN COMPLIANCE	MINOR	DEFICIENCIES -	MAJOR DEFICIENCIES
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MIECO	MECHANICAL SV	STEMS LLC	INSPECTOR SIGNATURE	
1103 500 Blue	MECHANICAL SY Heron Dr. • Lincoln, N	ebraska 68522		Technician
Your pa	rtner in piping rotection since 1975		NEBRASKA LICENSE #	98008
Phone: 402-47				
Fax: 402-47'			TESTER BFP LICENSE #	3400
•				
		OWNER	REPRESENTATIVE SIGNATURE	Down out the Clauston
				Representative Signature

LOCATION OF TH	IE SYSTEM:			**************************************		
Business Name: Address: City, State, Zip:	Hocm 370/	ES GOOD	FCO.	ST		2-17 INSPECTION DATE
City, State, Zip.	LINCOCA	_HC	-		_Gol	F COURS TYPE OCCUPANCY
Marie Carlotte Control of the Contro	MEHNOS DAMINISTA				IMSECIEUNGSECIN	N -
	UND TEST CERTIFICA				NCE OF SYSTEM	
ABOVEGRO	UND TEST CERTIFICA	TION (FORM 85-			UE TO REMODEL, I	
REPORT OF	INSPECTION		1//	RIODIC INSPEC		AL QUARTE
DRY PIPE VA	ALVE TEST)[] ВА	CKFLOW PREV	ENTER TEST	•
	ITEM # DIRECTORY		J		DEFICIENCIES	
1- WET RISER 2- DRY RISER		5- BACKFLOW PREVER 6- STANDPIPE	NTER	ITEMIZE D	EFICIENCIES NOTED ON IN	SPECTION
3- PREACTION RISER		7- OTHER			ER PERTINENT COMMENT	
4- FIRE PUMP						
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		<u>STATIUS OF</u>	THE SYSTEM -	<u>@HEGK@NE</u>		
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NITECO	ASTROLIANICAL CV	CENTENAC II C	1h	ISPECTOR SIGNA	TUPE	
NITEO 500 Blue	MECHANICAL SY: Heron Dr. • Lincoln, No	STEMS, LLC ebraska 68522	II.	ISPECTOR SIGNA	Technician	
Your pa	rtner in piping rotection since 1975			NEBRASKA LICE		
Phone: 402-477					- 4	
Fax: 402-47				TESTER BFP LICE	NSE # 844	10_
•		C	OWNER REPRESI	ENTATIVE SIGNA	TURE	
						ntative Signature

LOCATION OF T	HE SYSTEM:			
Business Name:	: Information Service	es		Thursday, February 08, 2018
Address:	233 South 10th			INSPECTION DATE
City, State, Zip:	Lincoln Ne 68508		ı	
				Office Bldg.
FORMS	INCLUDED WITH THE	C COVER CHEET	TVDE	TYPE OCCUPANCY DF INSPECTION
Separate production of the separate services of the separate services of the separate services of the separate services of the	INCLUDED WITH THI	g de regge et de mai reger par participar de la libraria de la libraria de la libraria de la libraria de la li	INITIAL ACCEPTANCE O	ede kana di estada in Pela de la companione de come estado e a companione de la companione del Taballe de la c
Service After a Manual Manual Andrew Committee	OUND TEST CERTIFICA	and the Control Agent a supple Streets and the Englished Street Street Con-	and the control of the second	and have been applied to be a combinate and a community of the community o
1994 CANADA SANDARA SANDARA SANDARA SANDARA	OUND TEST CERTIFICA	(TION (FORIVI 85-AC)	A STATE OF THE PARTY OF THE PAR	REMODEL, REPAIR, ETC.
The second operate which different Man.	INSPECTION		PERIODIC INSPECTION	to of the second control of the second of th
DRY PIPE V			BACKFLOW PREVENTER	
4 WET DIETD	ITEM # DIRECTORY	C DACKELOW DDEVENTED	<u>DE</u>	FICIENCIES
1- WET RISER 2- DRY RISER		5- BACKFLOW PREVENTER 6- STANDPIPE	ITEMIZE DEFICIENC	CIES NOTED ON INSPECTION
3- PREACTION RISER		7- OTHER	AND ANY OTHER PERT	INENT COMMENTS ON SYSTEM
4- FIRE PUMP		•		
TAG#	ITEM #		MAJOR DEFICIENCIES / CO	DMMENTS
20874	1 1			
	5	Note: basement only	Y	
		STATUS OF THE	SYSTEM - CHECK ONE	
, .	IN COMPLIANCE	, i Elimon	R DEFICIENCIES 1	MAJOR DEFICIENCIES
	I IIA COMIPLIAMCE		N DEFICIENCIES	[] WADON DEFICIENCES
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NIFC	O MECHANICAL SY ue Heron Dr. • Lincoln, N	STEMS, LLC	INSPECTOR SIGNATURE	
MEGUARICAL SOO Blu	ue Heron Dr. • Lincoln, N	lebraska 68522		Jerad Baxter 2
lour p	artner in piping protection since 1975		NEBRASKA LICENSE #	38008
Phone: 402-47				
Fax: 402-47	77-2314		TESTER BFP LICENSE #	8699
	1	OWNE	'D DEDDECENTATIVE CLONATURE	
		OWNE	R REPRESENTATIVE SIGNATURE	Representative Signature
				T Hebreschidave Signature

LOCATION OF TH	E SYSTEM:	, , , , , , , , , , , , , , , , , , , ,		
Business Name:	K Street Complex			Friday, September 15, 2017
Address:	440 South 8th Street			INSPECTION DATE
City, State, Zip:	Lincoln Nebraska			
				Office
EARMS	INCLUDED WITH THIS	COVED GREEK	TVPEO	TYPE OCCUPANCY F INSPECTION
人名阿克洛克斯人名德克 的 经登记股份	UND TEST CERTIFICAT	电影电影 化二甲烷醇 在了接受成的国际。	。 1985年,在1980年的1987年,1984年 <mark>(1984年)</mark> 1987年,1987年	1987年198日 1987年 1987年 1987年 1987年 1987年 1987年 1988年 1987年 1988年 1987年 1
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	INSPECTION		PERIODIC INSPECTION	
	LVE TEST		BACKFLOW PREVENTER	
	ITEM # DIRECTORY			ICIENCIES
1- WET RISER		5- BACKFLOW PREV	ENTER	
2- DRY RISER 3- PREACTION RISER		6- STANDPIPE 7- OTHER		ES NOTED ON INSPECTION NENT COMMENTS ON SYSTEM
4- FIRE PUMP		7- OTHER	AND ANT OTHER PERTIE	NEIVI COMMINENTS ON STSTEM
TAG#	ITEM#		MAJOR DEFICIENCIES / CO	MMENTS
20807	1	Fire pump shu	ut off and pump running does not send	a signal to panel
20808	4	control valve	to fdc on roof top does not send signal	to panel
20810	5	•		
•				
•				
- 174		STATUS C	OF THE SYSTEM - CHECK ONE	
\mathbf{x}	IN COMPLIANCE		WINOR DEFICIENCIES	MAJOR DEFICIENCIES
NIFCO 500 Rhy) MECHANICAL SY	'STEMS, INC	INSPECTOR SIGNATURE	· ·
Your pa	e Heron Drive • Lincoln artner in piping protection since 1975	, Nedraska 06522		Clint Coonrod
			NEBRASKA LICENSE #	98008
Phone: 402-47' Fax: 402-47'			TESTER BFP LICENSE #	
TUME TON TI				
			OWNER REPRESENTATIVE SIGNATURE	
				Representative Signature

LOCATION OF SYSTEM:							
LINCOLN LANDFILL MAINT SHOP					9/10/17		
5101 N 48TH ST				-	INSPECTION DATE		
	LINCOLN NE 68504				March Shot		
					THE SOCIATION /		
			WITH THIS COVER SHEET	TYPE OF INSPECTION			
-			ERTIFICATION (FORM 85-AB) ERTIFICATION (FORM 85-AC)		REINSPECTION DUE TO REMODEL, REPAIR, ETC.		
X	REPORT OF I		The second secon	X	A STATE OF THE PARTY OF THE PAR		
•	DRY PIPE VAI	LVE TEST	, 18 (, , , , , , , , , , , , , , , , , , 	X	BACKFLOW PREVENTER TEST		
ITEM # DIRECTORY				DEFICIENCIES			
1 – WET RISER 5 – BACKFLOW PREVENTER 2 – DRY RISER 6 – STANDPIPE 3 – PREACTION RISER 7 – OTHER 4 – FIRE PUMP				ITEMIZE DEFICIENCIES NOTED ON INSPECTION AND ANY OTHER PERTINENT COMMENTS ON SYSTEM			
4-	TAG#	ITEM#	MA	JO	R DEFICIENCIES/COMMENTS		
	16928	1-2 1/2"					
	16929	5-2 1/2"					
		file and the second					
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			and the state of t	-			
			AMARIA MARIA M				
			usy codue				
			Y		Y		
STATUS OF SYSTEM – CHECK ONE IN COMPLIANCE MINOR DEFICIENCIES MAJOR DEFICIENCIES							
COMPANY PERFORMING INSPECTION:				Mark Cons	2 September 1		
					INSPECTOR SIGNATURE		
					98006		
10			. /		NEBRASKA LICENSE #		
ontinental Fire Sprinkler Com			Mtal Fire Sprinkler Com	po	my TESTER BFP LICENSE # 2-92		
			33rd Street Omaha, NE 68137	,	THE THE PARTY OF T		
Phone: (402) 330-5170 Fax (402) 330-2373							
					OWNER REPRESENTATIVE SIGNATURE		

LOCATION OF THE SYSTEM:					
Business Name: Lhoh Address: 136 5 City, State, Zip: Lhoh	Pub. Libraries C.	Bennett Muntin) 5-8-17 INSPECTION DATE			
		TYPE OCCUPANCY			
	H THIS COVER SHEET				
	TIFICATION (FORM 85-AB)	INITIAL ACCEPTANCE OF SYSTEM			
ABOVEGROUND TEST CER	TIFICATION (FORM 85-AC)				
REPORT OF INSPECTION	•	PERIODIC INSPECTION ANNUAL QUARTERLY			
DRY PIPE VALVE TEST	CTORY	BACKFLOW PREVENTER TEST			
ITEM # DIRE 1- WET RISER	5- BACKFLOW PREVENTER	DEFICIENCIES			
2- DRY RISER 3- PREACTION RISER 4- FIRE PUMP	6- STANDPIPE 7- OTHER	ITEMIZE DEFICIENCIES NOTED ON INSPECTION AND ANY OTHER PERTINENT COMMENTS ON SYSTEM			
TAG# ITEM#		MAJOR DEFICIENCIES / COMMENTS			
24185 /	Not all o	irens of boldy are sprinklered			
	March Drain	54-46-2			
IN COMPLIAN		NSTEM - CHECK ONE DEFICIENCIES MAJOR DEFICIENCIES			
NIFCO MECHANICA 500 Blue Heron Dr. • Lin Your partner in piping &protection since in Phone: 402-477-0666 Fax: 402-477-2314	75	INSPECTOR SIGNATURE Technician NEBRASKA LICENSE # 98008 TESTER BFP LICENSE # HTTP: REPRESENTATIVE SIGNATURE REPRESENTATIVE SIGNATURE REPRESENTATIVE SIGNATURE			

LOCATION OF TH	E SYSTEM:					
Business Name: Address: City, State, Zip:	Lihiola 1530 Supi	Pub vien.	Library Street	(Eisley)	5-8-/	PECTION DATE
	altegtodivececoupe)/	\$20\V 3:E4113		(VD)	1471 3/10) 1 5 2 1 1 2 1 1 2 1 2 1 2 1	OCCUPANCY
MANAGEMENT CONTRACTOR OF STREET OF STREET	UND TEST CERTIFICA			INITIAL ACCEPTANCE (
	UND TEST CERTIFICA		-	REINSPECTION DUE TO		AIR. ETC.
REPORT OF	11.			PERIODIC INSPECTION		QUARTERLY
DRY PIPE VA				BACKFLOW PREVENTE		
	ITEM # DIRECTORY				EFICIENCIES	<u></u>
1- WET RISER		5- BACKFLOW F	PREVENTER			•
2- DRY RISER 3- PREACTION RISER		6- STANDPIPE 7- OTHER			CIES NOTED ON INSPEC TINENT COMMENTS ON	
4- FIRE PUMP		, omen		AUD AUT O MEUT EU	THE COMMENT OF	, 0, 0, 0, 1
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22530	.5-					
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					7	
NIFCO	MECHANICAL SY: Heron Dr. Lincoln, No	STEMS, LLO abraska 68521	2	INSPECTOR SIGNATURE	Technician	
Your pa	rtner in piping rotection since 1975			NEDDACKA LICENCE H	98008	
Phone: 402-47				NEBRASKA LICEMSE #	38008	
Fax: 402-477-2314				TESTER BFP LICENSE #	9412	
					<i>V</i> .	
			OWNER RE	PRESENTATIVE SIGNATURE		the Office Land
						ive Signature

LOCATION OF TH	E SYSTEM:							
Business Name:	Gere Library				Thursday, October 26, 2017			
Address:	2400 South 56th	***************************************	INSPECTION DATE					
City, State, Zip:	Lincoln Ne			•				
					Library			
			nenang salahan		TYPE OCCUPANCY			
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	UND TEST CERTIFICAT			INITIAL ACCEPTANCE OF				
	☐ ABOVEGROUND TEST CERTIFICATION (FORM 85-AC) ☐ REINSPECTION DUE TO REMODEL, REPAIR, ETC. REPORT OF INSPECTION							
	LVE TEST		<u> </u>	A PERIODIC (NSPECTION)	TEST			
DKY PIPE VA		STATE OF THE STATE	W - 11:8 <u>[2</u>	•	FICIENCIES			
1- WET RISER	· ITEM # DIRECTORY	5- BACKFLOW PREV	/ENTER	<u> </u>	PICIENCIES			
2- DRY RISER		6- STANDPIPE		ITEMIZE DEFICIENC	CIES NOTED ON INSPECTION			
3- PREACTION RISER		7- OTHER		AND ANY OTHER PERT	INENT COMMENTS ON SYSTEM			
4- FIRE PUMP		i ili sa katang hijan Makanya						
TAG#	UEW#			MAJOR DEFICIENCIES // CO				
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10363	. 3	Ollable to col	iduct mam	aram test.				
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				Control Indicate State Control				
\boxtimes	IN COMPLIANCE		MINOR DE	FICIENCIES	MAJOR DEFICIENCIES			
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Manus Cal XII U Co C) MECHANICAL ŞY	COURTING THE		INCORCTOD CICNATUDE				
NUSCO 500 Blue	: Heron Drive • Lincoln.	Nebraska 68522		INSPECTOR SIGNATURE	Brian Egger			
Your partner in piping Approtection since 1975				NEBRASKA LICENSE #				
Phone: 402-477								
Fax: 402-477-2314				TESTER BFP LICENSE #				
			OWNED DE	DDCCCNITATIVE CLONIATION				
			OWNER RE	PRESENTATIVE SIGNATURE	Representative Signature			
					,			

LOCATION OF TH	E SYSTEM:					
Address:	Lincoln Public Librai 6701 South 14th Str			Monday, May 08, 2017 INSPECTION DATE		
City, State, Zip:	Lincoln, Ne			l ilenam .		
				Library TYPE OCCUPANCY		
FORMS I	NCLUDED WITH THIS	COVER SHEET	# ** TYPE 0	F INSPECTION		
UNDERGRO	UND TEST CERTIFICA	TION (FORM 85-AB)	INITIAL ACCEPTANCE O	F SYSTEM		
ABOVEGRO	UND TEST CERTIFICA	TION (FORM 85-AC)	REINSPECTION DUE TO	REMODEL, REPAIR, ETC.		
	INSPECTION		PERIODIC INSPECTION ANNUAL QUARTERLY			
DRY PIPE VA	ALVE TEST		BACKFLOW PREVENTER TEST			
	ITEM # DIRECTORY			FICIENCIES		
1- WET RISER 2- DRY RISER 3- PREACTION RISER 4- FIRE PUMP		5- BACKFLOW PREVENTER 6- STANDPIPE 7- OTHER		IES NOTED ON INSPECTION NENT COMMENTS ON SYSTEM		
TAG#	ITEM#		MAJOR DEFICIENCIES / CO	MMENTS		
22531	1					
22532	5					
110000000000000000000000000000000000000						
The 1-78-1		STATUS AFTILES	SYSTEM - CHECK ONE			
\boxtimes	IN COMPLIANCE	MINOR	R DEFICIENCIES	MAJOR DEFICIENCIES		
MIECO	MECHANICAL CV	CULENIC II C	INSPECTOR SIGNATURE			
100 Blue	MECHANICAL SY Heron Dr. · Lincoln, No	51 EM5, LLC ebraska 68522	INSPECTOR SIGNATURE	John Krämer		
Your pa	rtner in piping rotection since 1975		NEBRASKA LICENSE # /	1200		
Phone: 402-477-0666			TIESTA GIA CEIGEITGE II	/		
Fax: 402-47			TESTER BFP LICENSE #	8412		
		OWNE	REPRESENTATIVE SIGNATURE			
				Representative Signature		

LOCATION OF TH	E SYSTEM:			
Business Name: Address: City, State, Zip:	Lincoln Fire Station (1545 North 33rd Str Lincoln Ne			Friday, July 07, 2017 INSPECTION DATE
city, state, zip.	LINCOMING		Made A Address of the Control of the	- Fire Station
				TYPE OCCUPANCY
NAMES OF TAXABLE PROPERTY OF THE PROPERTY OF	INCLUDED WITH THIS	onnoversionale Reports de la la company de la company de la company de la company de la company de la company	STEETEN STEETEN STEETEN STEETEN STEETEN STEETEN STEETEN STEETEN STEETEN STEETEN STEETEN STEETEN STEETEN STEET	OF INSPECTION
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To be a street of the contract of the character of the	JND TEST CERTIFICAT	ION (FORM 85-AC)	The state of the s	REMODEL, REPAIR, ETC.
REPORT OF I	NSPECTION		PERIODIC INSPECTION	ANNUAL QUARTERLY
DRY PIPE VA	LIVE TEST		BACKFLOW PREVENTER	TEST
	ITEM # DIRECTORY		DE	FICIENCIES
1- WET RISER		5- BACKFLOW PREVENTER		TIES NOTED ON INSPECTION
2- DRY RISER 3- PREACTION RISER		6- Standpipe 7- Other		CIES NOTED ON INSPECTION INENT COMMENTS ON SYSTEM
4- FIRE PUMP				
TAG #	ITEM#		MAJOR DEFICIENCIES / CO	DMMENTS
24207	1	Living quarters onl	У	
24208	5			
		STATUS OF TH	E SYSTEM - CHECK ONE	
		- Lauri	an applications	
	IN COMPLIANCE		OR DEFICIENCIES	MAJOR DEFICIENCIES
				1 1
NIFCO	MECHANICALSY	STEMS, INC	INSPECTOR SIGNATURE	atin
NIECO 500 Blue	: Heron Drive • Lincoln,			Clint Coonrod
Your pa	rtner in piping rotection since 1975		NEBRASKA LICENSE #	98008
Phone: 402-477				
Fax: 402-477	7-2314		TESTER BFP LICENSE #	8889
		óWh	NER REPRESENTATIVE SIGNATURE	Representative Signature
				I representative signature

LOCATION OF TH	E SYSTEM:			
Business Name:	Lincoln Fire Station	#14		Friday, July 07, 2017
Address:	5435 Nw 1st Street			INSPECTION DATE
City, State, Zip:	Lincoln, Ne			-
				- Fire Station
				TYPE OCCUPANCY
	INCLUDED WITH THIS			OF INSPECTION
	UND TEST CERTIFICA	Not also the services of the manufacture and the services of the services.	INITIAL ACCEPTANCE O	
0	UND TEST CERTIFICAT	TION (FORM 85-AC)	The second secon	REMODEL, REPAIR, ETC.
REPORT OF			PERIODIC INSPECTION	MANNUAL QUARTERLY
DRY PIPE VA	LVE TEST			TEST
	ITEM # DIRECTORY		Di	FICIENCIES
1- WET RISER 2- DRY RISER		5- BACKFLOW PREVENTER 6- STANDPIPE	ITEMIZE DEFICIENC	CIES NOTED ON INSPECTION
3- PREACTION RISER		7- OTHER		INENT COMMENTS ON SYSTEM
4- FIRE PUMP				
TAG#	ITEM#		MAJOR DEFICIENCIES / CO	DMMENTS
20794	1	5 year internal inspe	ection is due	
20795	5			
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
		STATUS OF THE	SYSTEM - CHECK ONE	
	IN COMPLIANCE		R DEFICIENCIES	MAJOR DEFICIENCIES
	IN COMPLIANCE	טאווואון ו	N DEFICIENCIES	I IVIAJOR DEFICIENCIES
NIFCO) MECHANICAL SY	STEMS, INC	INSPECTOR SIGNATURE	
NIECO 500 Blue	: Heron Drive • Lincoln			Clint Coonrod
Your pa	rtner in piping rotection since 1975		NEBRASKA LICENSE #	98008
Phone: 402-477				
Fax: 402-477	7-2314		TESTER BFP LICENSE #	8889
			O DEDDECEMENTATIVE OLOMATICS	
		OWNE	ER REPRESENTATIVE SIGNATURE	Representative Signature
				Thehresenranise signarme

LOCATION OF TH	IE SYSTEM:			
Business Name:	Lincoln Police Dept.			Thursday, September 21, 2017
Address:	1501 North 27th			INSPECTION DATE
City, State, Zip:	Lincoln Ne			
				Office
FORMS	INCLUDED WITH THE	COVER CHEET	TVDE	TYPE OCCUPANCY
10 Sept 1981 - 1970 Margarata Sept. 1980 Margarata	INCLUDED WITH THIS	er and the control of		F INSPECTION
Treat Control of the	UND TEST CERTIFICA	Company, 1850/2006 or 645 cattlest extra 4500 county	INITIAL ACCEPTANCE OF	Manufacture and death-of-the C. Who estimate into the conduct that a conductive of the
197.57	UND TEST CERTIFICAT	ION (FORM 85-AC)	REINSPECTION DUE TO R	1994 Million and Greenwitten and Art. Adv. Art. Art. Art. Art. Art. Art. Art. Art
REPORT OF	TAX 45 THE RESIDENCE OF THE WORLD WASHINGTON TO A SHARE THE P.		PERIODIC INSPECTION	ANNUAL QUARTERLY
DRY PIPE V	ALVE TEST		BACKFLOW PREVENTER	TEST
	ITEM # DIRECTORY		DEF	CICIENCIES
1- WET RISER 2- DRY RISER		5- BACKFLOW PREVENTER 6- STANDPIPE	ITEMIZE DEFICIENCI	ES NOTED ON INSPECTION
3- PREACTION RISER		7- OTHER		NENT COMMENTS ON SYSTEM
4- FIRE PUMP				
TAG#	ITEM #		MAJOR DEFICIENCIES / CO	MMENTS
24601	1	,		
24602	2			
24603	5	A.2.7 No Riser infor	mation sign.	
		L STATUS OF THE	SYSTEM - CHECK ONE	
, <u>X</u>] IN COMPLIANCE	, ' ' [□};MINÖ	R DEFICIENCIÈS 🤻	MAJOR DEFICIENCIES
	A SAMOTTI STEPLE AN	London to Th. 123		
NIFC Son Rh	O MECHANICAL S' ne Heron Drive • Lincoln	YSTEMS, INC	INSPECTOR SIGNATURE	Variab Parish
Your p	artner in piping protection since 1975	, incuraska odbaz		Verad Baxter
			NEBRASKA LICENSE #	48008
Phone: 402-47	77-0666 77-2314		TECTED DED LICENICE #	8600
Fax: 402-47	7-4314		TESTER BFP LICENSE #	
		OWNE	R REPRESENTATIVE SIGNATURE	
				Representative Signature

SEND TO: NEBRASKA STATE FIRE MARSHAL - 246 S 14TH STREET - LINCOLN, NE 68508 A COPY OF THIS INSPECTION REPORT SHALL BE LEFT ATTACHED TO THE SYSTEM RISER

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LOCATION OF SYS	STEM:	W. C.		
lincoln 1	Police 5	tation		10/23/13 INSPECTION DATE
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4843 H	c, 4850	94		
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I - WET RISER 2 - DRY RISER 3 - PREACTION R 4 - FIRE PUMP		IRECTORY 5 - BACKFLOW PREVENTER 6 - STANDPIPE 7 - OTHER		DEFICIENCIES ITEMIZE DEFICIENCIES NOTED ON INSPECTION AND ANY OTHER PERTINENT COMMENTS ON SYSTEM
TAG#	ITEM#		OLAM	R DEFICIENCIES/COMMENTS
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Nifco Med		al Systems, Inc.	INSPECT	OR SIGNATURE ON BOX
Lincoln, I	VE 685		NEBRAS	KA LICENSE #
402-477-0	0666		TESTER	BFP LICENSE # 8699
			OWNER	REPRESENTATIVE SIGNATURE A

REV. 1/08

Report of Inspection, Testing & Maintenance of Wet Pipe Fire Sprinkler Systems



ALL QUESTIONS ARE TO BE ANSWERED AND ALL BLANKS TO BE FILLED (Weekly inspection tasks are NOT included in this report)

	ing Firm: NIFCO MECHANICAL SYSTEMS, INC. Inspection Contract#			
Name o	of Inspected Property: NE Polica Station			
Inspect	or Name: Date: 10/23/13			
Inspeci	ion Frequency: Monthly Quarterly X Annually Other			
	Monthly Inspection for Wet Pipe Sprinkler System	Open de la companya d		
		Y	N/A	IN
A.1.0	System in service on inspection	xt.	14//	'
A.2.0	Supply pressure gauge			psi
A.2.1	System pressure gauge		60	psi
A.2.2	Gauges appear to be in good condition	ж		
A.3.0	Control valves in normal open or closed position	Î		
A.3.1	Control valves properly locked or supervised			
A.3.2	Control valves accessible			
A.3.3	Control valves provided with appropriate wrenches			
A.3.4	Control valves free from external leaks			
A.3.5	Control valve identification signs in place	А		
A.3.6	System control valve sign indicates area served Entire Building			
A.4.0	Backflow prevention assembly valves are locked or electrically supervised in open position	K		
A.4.1	Reduced pressure backflow prevention assembly not in continuous discharge		_K	
A.5.0	Alarm valve gauges indicate normal supply water pressure			
A,5,1	Alarm valve free of physical damage			
A.5.2	Alarm valve trim valves are in appropriate open or closed position			
A.5.3	Alarm valve retarding chamber or alarm drain not leaking			
A.6.0.	System riser information sign in place showing area of coverage and location of any auxiliary systems*		Ä	
A.7.0	ALARM PANEL CLEAR	X	L	
0.8.A	COMMENTS:			
 				
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REV. 1/08

Report of Inspection, Testing & Maintenance of Wet Pipe Fire Sprinkler Systems...continued Inspecting Firm: NIFCO MECHANICAL SYSTEMS, INC. Inspection Contract# Name of Inspected Property: NE Police Station Inspector Name: Date: 10/23/13 Inspection Frequency: Monthly Quarterly **Annually** Other **Quarterly Inspection for Quarterly Testing for** Wet Pipe Sprinkler Systems Wet Pipe Sprinkler Systems N/A N N/A Υ Υ N B.1.0 System in service on inspection C.1.0 System in service before testing C.1,1 Pertinent parties notified before testing B.2.0 Hydraulic nameplate attached and legible C.1.2 Adequate drainage provided before flow testing B.2.1 Alarm device free from physical damage C.2.4 Alarm devices appear free of physical damage B.3.0 FDC is visible C.3.0 A main drain test conducted downstream B.3.1 FDC is accessible B.3.2 FDC swivels/couplings undamaged/rotate from backflow preventer smoothly C.3.1 A main drain test conducted downstream X. B.3.3 FDC plugs/caps in place/undamaged from pressure reducing valve B.3.4 FDC gaskets in place and in good condition 60 C.3.2 Supply water gauge reading before flow (static) ieq B.3.5 FDC identification sign in place C.3.3 Gauge reading during stable flow (residual) 53 psi B.3.6 FDC check valve not leaking C.3.4 Time for supply pressure to return to normal -Ø sec B.3.7 FDC automatic drain valve in place and C.4.0 Pertinent parties notified of test conclusion > operating properly C.5.0 ALARM PANEL CLEAR B.3.8 FDC clapper is in place and operating properly C.6.0 SYSTEM RETURNED TO SERVICE B.3.9 FDC interior inspected where caps missing X C.7.0 COMMENTS: B.3.10 FDC obstructions removed as necessary B.4.0 Pressure reducing control valves (PRV) indicate open B.4.1 PRV not leaking B.4.2 PRV maintaining downstream pressure per design B.4.3 PRV in good condition B.4,4 PRV handwheel installed and not broken **B.5.0 ALARM PANEL CLEAR B.6.0 COMMENTS:** Semi-Annual Testing for Wet Pipe Sprinkler Systems N/A N D.1.0 System in service before testing Pertinent parties notified before testing D.1.1 D.2.0 Supervisory switch initiates distinct signal during first two hand wheel revolutions or before valve stem moved one-fifth from normal position Signal restored only when valve returned to normal position D.2.1 D.3.0 Adequate drainage provided before flow testing D.4.0 Water flow alarm tested and is operational D.4.1 Test conducted with inspector's test connection D.4.2 Test conducted with bypass connection (freezing weather) D.4.3 Test conducted per manufacturer's instructions D.5.0 Pertinent parties notified of test conclusion D.6.0 ALARM PANEL CLEAR D.7.0 SYSTEM RETURNED TO SERVICE D.8.0 COMMENTS:

REV. 1/08Report of Inspection, Testing & Maintenance of Wet Pipe Fire Sprinkler Systems...continued

Inspecti	ng Firm: NIFCO MECHANICAL SYSTEMS	s, IN	IC.			Inspection Contract#			
Name o	finspected Property: NE Police Stat	lon							
Inspect	or Name:					Date: /6/23/13			
Inspecti	on Frequency; Monthly	Qua	arterly	,		Annually Other			
Anı	nual Testing for Wet Pipe Sprinkler		,		Annu	al Inspection for Wet Pipe Sprinkle			
- 4 5	Out to the second of the transfer of the second		N/A	N.	F,1.0	System in service on inspection	1	V/A	N
	System in service before testing	X	-		F.2.0	Hangers and seismic bracing appears	×		1
	Pertinent parties notified before testing	-	\vdash		1.7	undamaged and tightly attached		١	
E.1.2 E.2,0	Adequate drainage provided before flow testing Main drain test conducted	-	\vdash		F.3.0	Piping appears free of mechanical damage		ı	
		X			F.3.1	Piping appears free of leakage			
	Supply water gauge reading before flow (static)		60		F.3,2	Piping appears free of corrosion	H		
	Gauge reading during stable flow (residual)		53		F.3.3 F.4.0	Piping appears free of external loading Sprinklers appear free of leakage	11 1		1
	Time for supply pressure to return to normal		⊕ s	ec	F.4.1	Sprinklers appear free of corrosion	11	I	1
E.2.4	Full flow pressure (residual) < 10 percent reduction from prior or original test	ıd.	1 1		F.4.2	Sprinklers appear free of foreign materials		ļ	
E.3.0	Antifreeze system has a test connection at the	-			F.4.3	Sprinklers appear free of paint			
	most remote portion, the interface with the				F.4.4	Sprinklers appear free of physical damage			
	wet pipe system, and when the capacity exceeds 150 gal, one additional connection for every				F.4.5	Sprinklers appear properly oriented		ĺ	
	100 gal.*		X		F.4.6	Clearance appears to be adequate between sprinkler and building contents	$\ \ $		
	Antifreeze solution freezing point	 -		200	F.4.7	Glass bulbs appear full of liquid			1
E.3.2	Antifreeze solution freezing point after adjustme	nt		*	F.4.8	Spare sprinklers are of proper number	Π		
E.4.0	Control valves (including backflow and PIVs) operated through full range and returned to normal position	×			F.4.9	(at least 6), type and temperature rating Spare sprinklers stored where temperature			
E.4.1	PIVs opened until spring or torsion felt in rod	1			F.4.10	maximum is 100°F Wrench available for each type of sprinkler	11		
E.4.2	PIVs and QS&Ys backed 1/4 turn from full open	1			r.4.10	PRIOR TO FREEZING WEATHER:			1
E.4.3	Main drain test conducted (see F.2.0)	十			F.5.0	Building is secure such as not to expose	+++		\vdash
E,5.0	Backflow prevention assembly forward flow test conducted	1			F.5.1	plping to freezing conditions Adequate heat is provided maintaining			
E.5.1	System demand flow was achieved through the device	X			F.6.0	temperatures at 40°F or higher ALARM PANEL CLEAR	X		
E.5.2	Forward flow test conducted at maximum rate possible (only where connections do not permit full flow test)		X		F.7.0	COMMENTS:			
E.5.3	Forward flow test conducted without measuring flow (device ≤ 2" and outlet sized to flow system demand)		1		App	ual Maintenance for Wet Pipe Sprinkle	av Sv	cřa	MAC.
E.5.4	Backflow prevention assembly internal inspection conducted (where shortages last				G.1.0	System in service before conducting maintenance	,	516	
E.5.5	more than 1 year and railoning enforced by AHJ) Forward flow test satisfied by annual fire pump flow test					Pertinent parties notified before conducting maintenance			
E.5.6	Backflow preventer flow test conducted as required by the AHJ	×	 ^			Operating stems of OS&Y (including backflow) valves lubricated	\prod		
E.6.0	PRV control valves partial flow test	1.	1		G.3.1	Valve completely closed and reopened	+		\vdash
	conducted and adequate to unseat valve		X		G.4.0	Adequate drainage provided before flow testing	1		1
E.7.0	Pertinent parties notified of test conclusion	X			<u>G.4.1</u>	Main drain test conducted	LX		
E.8.0	ALARM PANEL CLEAR	X	\perp		1 5	Supply water gauge reading before flow (static		0	psi
E.9.0		X		Ĺ	G.4.3	Gauge reading during stable flow (residual)		3	psi
E.10.0	COMMENTS:				G.4.4	Time for supply pressure to return to normal		<u>_</u>	sec
		-			G.5.0	Pertinent parties notified after conclusion of maintenance	×		
					G.6.0	ALARM PANEL CLEAR	×		
					G.7.0	SYSTEM RETURNED TO SERVICE	X		
					G.8.0	COMMENTS:			
	*This regulrement is ne	v en	d can	als	be foun	d in the 2007 edition of NFPA 13		- Tender	

NIFCO MECHANICAL SYSTEMS, INC. 500 Blue Heron Drive • Lincoln, NE 68522 • (402) 477-0866

Backflow Preventer MAINTENANCE TEST FORM

Service Address /	8 43	Huntington	Are,					
Contact Person		v			/ Phone	Number		
Annual Test	0	RPP	2½° Size		Wilkins Manufacturer	350 Model		0 / 9 6 Serial No.
New Installation	0	Replacement						
□ pc		RPP	Size		Manufacturer	Model	No.	Serial No.
Domestic In	rigation	A Fire Servi	ice	☐ Boi	ler D Carbo	onator 🗍	Other (Desc):	
Swimming Pool		Cooling To	wer		☐ Water Coole	d ice Maker		
Device Location _5+0.	rage A	Room, N.W.	Corne	- 6=	sement.			
Check Valve #1		Check	Valve #2		Pressure Re	elief Valve	PVE	B/SVB
	PSID	Held at 2.6	PSI	5	Opened at	PSID	Air Inlet	
	s XINo	Closed Tight	7≰Yes □		Did not open		Opened at	PSID
Cleaned		Leaked	☐ Yes 🔀	No	Cleaned		Did not open	
Replaced:		Cleaned			Replaced:		Check Valve	DOID
		#2 Shut Off	Me Van C	1 100			Held at Leaked	PSID
		Closed Tight	XXYes □	INO			Cleaned	AUG
							Replaced	
FINAL TEST								
		Closed Tight	[] Yes 1				Check Valve	PSI
	PSID			PSID	Opened at	PSID	Air Inlet	PSII
hereby certify the aborderalth and Human Ser readings are true and a	vices, De ccurate t	epartment of Reg to the best of my	ulation and	ted in a	accordance with al sure, Title 179, and	ll rules and reg d the Lincoln W	ulations of the sater System, Tit	le 17, and that
Jerad Baxte State Certified Technicis	an (pleas	e print)		Gra	de 6 Certificate #		Cell / Ph	one No.
and But				×			/0/23 Date of	/13
State Certified Technicia	an (signa	ılure)		Cus	tomer Signature		Date of	Test
Warrs Test Gauge Manufactur				Tool	9789 Gauge Serial #		1/10/	/ 3 Calibration
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COMPANY PERFORMING INSPECTION: Inspector Signature Second Street	CONTRACT OF	STATUS OF 5Y	STEM - CHECK ONE
Ontinental Fire Sprinkler Company #518 South Titles Street Grand, NE 68137 Phone: (402) 200-2173		IN COMPLIANCE MINOR	DEFICIENCIES MAJOR DEFICIENCIES
Continental Fire Sprinkler Company #518 South Titles Street Grand, NE 68137 Phone: (402) 700-5170 Fee (402) 710-2573	0	COMPANY PERFORMING INSPECTION	
Continental Fire Sprinkler Company #518 South TXNet Street Grand, NE 68137 Phone: (402) XND-5170 Fee (402) XND-2573			
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4554 South 15hrf Street Grana, NE 68127 Phone: (402) 350-5170 Fee (402) 310-2572		Untinental Fire Sprinkler Co	empany Teater BIP LICENSE # 76 7 2
Photo: (402) 330-6170 Fee (402) 330-2173	RESIDE A	4558 South 153nd Street Greate, NE 68137	
CMINIER REPTRESENTATIVE SIGNATURE			· 经证据 医多类性 医皮肤
	170		CARINER REPRESENTATIVE SIGNATURE

SEND TO MERITASKA STATE FIRE MARSHAL " PHES, 14" ST . LINCOLN NE BOLLE. A COPY OF THIS INSPECTION REPORT SHALL BE LEFT ATTACHED TO THE SYSTEM RISER



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F. to the automobit drain value in place and operating properly?

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Special Systems	6	Anti-France	D)	120	
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	COMM TON INST	PECTION, TESTING A	NO MAINTE	NA/M	Œ OF	FIRE !	EFRIBIKE ER	SYSTEMS			
EMIC #	MUNICIPAL S	ERVICE COMPER							1872 2	503554	
PRIOPERTY NAME	901 W BOND	MENT TO LEG	3 4 - 30		EL EU	2350	A TOTAL OF				
ACCRESS:	LINCOLN NO	88631					3000				
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Lincoln Water System Backflow Preventer MAINTENANCE TEST FORM



MUNICIPAL SERVICE CENTER

Business / Building 901 W BO	ND					
Service Address Contact Person	DRICKSON		/ Phone Number	((402) /16	-1308	
Annual Test	RPP	8"	Watts	709	321387	7
		Size	Manufacture	r Mod	el No.	Serial #
New Installation DC	Replacement RPP	Size	Manufacture	- Mod	el No.	Serial #
	1 7 -					
Domestic Irric	gation Y Fir	re Service	Boiler (Carbonator	Table Co.	
	Cooling 7	ra	T Mater Contact to	an Makar	(Desc):	
Swimming Pool	Cooling 7	ower L	Water Cooled Id	ce maker		
Device Location						
Check Valve #1	Check V	alve #2	Pressure Reli	ef Valve	PVI	B/SVB
INITIAL TEST						
Held at /, 7 PSID	Held at /,	8 PSID	Opened at	PSID	Air Inlet	
Leaked Yes Allo	Closed Tight		Did not open		Opened at	PSID
Cleaned		Yes Do	Cleaned		Did not open	
Replaced	Cleaned		Replaced		Check Valve	
	#2 Shut Off	Dryos 🗀 No			Held at	PSID
	Closed Tight	A TES LINO			Leaked	
					Cleaned	
					Replaced	
FINALTEST		TV CM-			lot to Val	noin
506	Closed Tight [B 1	DOID	Check Valve	PSID
PSID		PSID	Replaced	PSID	Air Inlet	PSID
I hereby certify the above backflow all rules and regulations of the Sta Department of Regulation and Lice Title 17, and that all readings are t	ite of Nebraska He ensure, Title 179, a	ealth and Human and the Lincoln V	Services, Vater System	Fax Ple Lind Bad 202	estions - call (40, c - 402-441-8003 ase Mail Form T coln Water Syste ckflow Prevention 21 North 27th Str coln, NE 68503	io: m Office
Tim By takes	/	CSC-		728	ے.	
State Certified Technician (plea	se print) Co	ompany	Gı	ade 6 Certifi	cate No. C	ell / Phone No.
735010					10	9/23/13
State Certified Technician (sign	ature)	Custon	ner Signature			Date of Test
Midurest		0303	1287		12/1	1/12
Test Gauge Manufacturer		Test Gauge			Date of Calib	ration
Comments:						

S49 W BOND LINCOLN NE 68521		Brand Claude Course
		TYPE OCCUPANCY
UNDERGRO	OCLUDED WITH THIS COVER SHEET UND TEST CERTIFICATION (FORM 65-A6)	TYPE OF INSSECTION INITIAL ACCEPTANCE OF SYSTEM BEINSPECTION DUE TO REMODEL, REPAIR, ETC.
DRY PUFE VIA	NAME AND ADDRESS OF THE OWNER, THE OWNER, THE PARTY OF THE OWNER,	PERIODIC ANIMIAL INSPECTION BACKFLOW PREVENTER TEST
WET RIBER	EM # DIRECTORY 9 BACKSTON PREVENTER 9 STANCIPLE MAR. 7 - OTHER	DEFICIENCIES (TEMICE DEFICIENCIES AIDTED ON INSPECTION AND ANY OTHER PENTINEAN CONSENTS OR SYSTEM
TAG	ITEM # MA	JOR DEFICIENCIES/COMMENTS
14609 14608 16610		
		TEM - CHECK ONE MAJOR DEFICIENCIES
	OMPANY PERFORMING INSPECTION: ON tinental Fire Sprinkler Con 4513 Saum 13304 Street Consta, ME 84137 Plane: (402) 330-5170 Fee (402) 330-2173	MEBRASKA LICENISE #
DOMESTIC STREET		CHANGE REPRESENTATIVE SIGNATURE

J. B- 1/2 Jake 1/2 LOCATION OF SYSTEM: N. E. Wastewater Facility 10-17-13 INSPECTION DATE 7000 N. 7613 maint. Shop lincoln, Ne TYPE OCCUPANCY

	FORMS INCLUDED WITH THIS COVER SHEET	TYPE OF INSPECTION
	UNDERGROUND TEST CERTIFICATION (FORM 85-AB)	INITIAL ACCEPTANCE OF SYSTEM
	ABOVEGROUND TEST CERTIFICATION (FORM 85-AC)	REINSPECTION DUE TO REMODEL, REPAIR, ETC.
×	REPORT OF INSPECTION	PERIODIC ANNUAL INSPESCTION
	DRY PIPE VALVE TEST	BACKFLOW PREVENTER TEST

ITEM # DIRECTORY

- 1 ~ WET RISER
- 5 BACKFLOW PREVENTER
- 2 DRY RISER
- 6 STANDPIPE
- 3 PREACTION RISER 4 - FIRE PUMP
- 7 OTHER

DEFICIENCIES

ITEMIZE DEFICIENCIES NOTED ON INSPECTION AND ANY OTHER PERTINENT COMMENTS ON SYSTEM

TAG #	ITEM#	MAJOR DEFICIENCIES	COMMENTS
23789	/		
19804			
		A STATE OF SYSTEM OF SYSTEM	
⊠ IN CC	OMPLIANCE	STATUS OF SYSTEM – CHECK ONE MINOR DEFICIENCIES	MAJOR DEFICIENCIES

Nifco Mechanical Systems, Inc. 500 Blue Heron Drive Lincoln, NE 68522 402-477-0666

INSPECTOR SIGNATURE

NEBRASKA LICENSE #_

98008

TESTER BFP LICENSE #

OWNER REPRESENTATIVE SIGNATURE

SEND TO: NEBRASKA STATE FIRE MARSHAL - 246 S. 14TH STREET - LINCOLN, NE 68508 A COPY OF THIS INSPECTION REPORT SHALL BE LEFT ATTACHED TO THE SYSTEM RISER

LOCATION OF THE SYSTEM:					
Business Name: Address: City, State, Zip:	F Stree 1225 P Lincoln	t Rec. Ce Street NE	upter	3-9-1 INSP	ECTION DATE
				ТҮРЕ	OCCUPANCY
FORMS I	NCLUDED WITH THI	S COVER SHEET	TYPE	OF INSPECTION	\$1200 miles
UNDERGRO	UND TEST CERTIFICA	ATION (FORM 85-AB)	INITIAL ACCEPTANCE O	F SYSTEM	
ABOVEGRO	UND TEST CERTIFICA	ATION (FORM 85-AC)	REINSPECTION DUE TO REMODEL, REPAIR, ETC.		
REPORT OF	INSPECTION		PERIODIC INSPECTION	X ANNUAL	QUARTERLY
DRY PIPE VA	ALVE TEST		BACKFLOW PREVENTER	R TEST	
·	ITEM # DIRECTORY		DE	FICIENCIES	
1- WET RISER 2- DRY RISER 3- PREACTION RISER 4- FIRE PUMP		5- BACKFLOW PREVENTER 6- STANDPIPE 7- OTHER		CIES NOTED ON INSPECT INENT COMMENTS ON	
TAG#	ITEM#	。 《高麗》(新聞)	MAJOR DEFICIENCIES / CO	DIMINIENTS	
10547		Partial Trip	on this date		
1000	ļ,	Full trip du	e in 2020		
10598		Sistema	ALLE SILVE TU	in in Lease	a (
10599	3	System is due to 5 Year internal			
10600	2	Noriber in	fou mation Sign	a	
		Low points A to onset of	ow points drain 14st be drain freezing wear STEM-CHECKONE	red on f red-again ther	his date.
	IN COMPLIANCE	第一次,在1990年的	DEFICIENCIES.	MAJOR DEF	ICIENCIES
NIFCO MECHANICAL SYSTEMS, LLC NIFCO MECHANICAL SYSTEMS, LLC Soo Blue Heron Dr. • Lincoln, Nebraska 68522 Your partner in piping Exprotection since 1775 Phone: 402-477-0666 Fax: 402-477-2314 INSPECTOR SIGNATURE Technician 98008 TESTER BFP LICENSE #					
		OWNER	REPRESENTATIVE SIGNATURE	Representativ	ve Signature

2614

SEND TO: NEBRASKA STATE FIRE MARSHAL - 246 S 14TH STREET - LINCOLN, NE 68508 A COPY OF THIS INSPECTION REPORT SHALL BE LEFT ATTACHED TO THE SYSTEM RISER

LOCATION OF TH	IE SYSTEM:				
Business Name:	Pinnacle Arena			Tuesday, December 12, 2017	
Address:	400 Pinnacle Arena			INSPECTION DATE	
City, State, Zip:	lincoln ne 68508				
,,				Arena	
				TYPE OCCUPANCY	
BOM RESPONSE REPORT OF THE SECOND	NCLUDED WITH THIS	nonceare aces in received are entrolling early	Karaman dan saketik dengalan dalah dalah Karama	OF INSPECTION	
UNDERGRO	UND TEST CERTIFICA	TION (FORM 85-AB)	INITIAL ACCEPTANCE O	F SYSTEM	
ABOVEGRO	UND TEST CERTIFICA	TION (FORM 85-AC)	REINSPECTION DUE TO	REMODEL, REPAIR, ETC.	
REPORT OF	INSPECTION		PERIODIC INSPECTION ANNUAL QUARTERLY		
☐ DRY PIPE VA	ALVE TEST		BACKFLOW PREVENTER	TEST	
	ITEM # DIRECTORY	and the second s	DE	FICIENCIES	
1- WET RISER		5- BACKFLOW PREVENTER			
2- DRY RISER		6- STANDPIPE		IES NOTED ON INSPECTION	
3- PREACTION RISER 4- FIRE PUMP		7- OTHER	AND ANY OTHER PERTS	NENT COMMENTS ON SYSTEM	
TAG#	TITEM#		MAJOR DEFICIENCIES / CO)MMENTS	
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	2				
	2	Zone 1a.3 flow swite	h sent supervisory to panel no	ot alarm	
	3				
	3				
	4				
	5				
					
		STATUS OF THE	SYSTEM - CHECK ONE	and the second second second	
	IN COMPLIANCE	ONIM 🖂	R DEFICIENCIES	MAJOR DEFICIENCIES	
<u>-</u>	IIV COMPLIANCE		N DEI ICIENCIES		
NIFCO MECHANICAL SYSTEMS, LLC NIFCO					
NIRCO 500 Blu	e Heron Dr. • Lincoln, N	ebraska 68522		Brian Egger	
10ur pa	artner in piping protection since 1975		NEBRASKA LICENSE #	98008 2	
Phone: 402-477-0666					
Fax: 402-47	7-2314		TESTER BFP LICENSE #	8951	
		OWNE	R REPRESENTATIVE SIGNATURE	Denne on total or City at the	
				Representative Signature	

LOCATION OF T	HE SYSTEM:				
Business Name	: Downtown Senior C	Tuesday, November 28, 2017			
Address:	1005 O Street		INSPECTION DATE		
City, State, Zip:	Lincoln Ne				
				Office	
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	OUND TEST CERTIFICA	TION (FORIVI 85-AC)	COLOR TO THE SECRET OF THE SEC	REMODEL, REPAIR, ETC.	
timber - PRO- PA SECRET SOLUTIONS	FINSPECTION		PERIODIC INSPECTION	CONTROL AND CONTRACTOR SOURCE TO A STATE OF THE CONTROL OF THE CON	
DRY PIPE V	ALVE TEST		BACKFLOW PREVENTER		
4 111000 51005	ITEM # DIRECTORY	, DAGUELOW DESIGNATIO	<u>DE</u>	FICIENCIES	
1- WET RISER 2- DRY RISER		5- BACKFLOW PREVENTER 6- STANDPIPE	ITEMIZE DEFICIENC	IES NOTED ON INSPECTION	
3- PREACTION RISER		7- OTHER	AND ANY OTHER PERTI	NENT COMMENTS ON SYSTEM	
4- FIRE PUMP					
TAG#	ITEM#		MAJOR DEFICIENCIES / CO		
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20873	5				
		STATUS OF THE	SYSTEM - CHECK ONE		
) N	A IN COMPUTANCE	. ↓ □ nainoi	R DEFICIENCIES, F	MAJOR DEFICIENCIES	
· · · <u>/</u>	IN COMPLIANCE, *	· · · · [_[,MINO	R DEFINIENCIES, P 1	Y MADOR DEFICIENCIES	
NIFCO MECHANICAL SYSTEMS, LLC NIFCO MECHANICAL SYSTEMS, LLC INSPECTOR SIGNATURE Brian Egger					
NIFCO 500 BI	ue Heron Dr. • Lincoln, N	Brian Egger			
Your partner in piping & Protection since 1975 NEBRASKA LICENSE #			98008		
Phone: 402-4					
Fax: 402-477-2314			TESTER BFP LICENSE #	8951	
		OWNE	R REPRESENTATIVE SIGNATURE	Representative Signature	
				☐ vebteseirgrise signarnte	

LOCATION OF SYSTEM:	TRAV 1.5
	
2400 THERESA ST LINCOLD, NE	TMENT 7-18-13 INSPECTION DATE
1 Marin AFE	Fum P Room.
	TYPE OCCUPANCY
FORMS INCLUDED WITH THIS COVER SHEET	TYPE OF INSPECTION
UNDERGROUND TEST CERTIFICATION (FORM 85-AB)	INITIAL ACCEPTANCE OF SYSTEM
ABOVEGROUND TEST CERTIFICATION (FORM 85-AC)	REINSPECTION DUE TO REMODEL, REPAIR, ETC.
REPORT OF INSPECTION	PERIODIC ANNUAL INSPESCTION
DRY PIPE VALVE TEST	BACKFLOW PREVENTER TEST
ITEM # DIRECTORY	DEFICIENCIES
1 – WET RISER 5 – BACKFLOW PREVENTER 2 – DRY RISER 6 – STANDPIPE 3 – PREACTION RISER 7 – OTHER 4 – FIRE PUMP	ITEMIZE DEFICIENCIES NOTED ON INSPECTION AND ANY OTHER PERTINENT COMMENTS ON SYSTEM
TAG # ITEM # M	IAJOR DEFICIENCIES/COMMENTS
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<u>G</u>	
3	
STATUS OF SY	YSTEM - CHECK ONE
	FICIENCIES MAJOR DEFICIENCIES
	(77
Nifco Mechanical Systems, Inc.	opporan slowarups /
500 Blue Heron Drive	SPECTOR SIGNATURE
	EBRASKA LICENSE # 98008
	EDNAGRA LICENSE #
402-477-0666	ESTER BFP LICENSE # 8400
i e	OTEN DIF EIGHT # Q , C
O	WNER REPRESENTATIVE SIGNATURE

LOCATION OF TH	E SYSTEM:			
Business Name: Address: City, State, Zip:	Lancaster Co. Youth 1200 Radcliff Lincoln Ne	Services	Thursday, December 28, 2017 INSPECTION DATE	
(1) 中国中国共享的企业的企业企业企业企业企业企业企业企业企业企业企业企业企业企业企业企业企业企	NCLUDED WITH THIS	2015年6世纪2016年2月2日 2015年 (1816年2月2日)	The second section of the second section is the second	TYPE OCCUPANCY DF INSPECTION
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DRY PIPE VA	ALVE TEST		BACKFLOW PREVENTER	TEST
	ITEM # DIRECTORY		<u>DE</u>	FICIENCIES
1- WET RISER 2- DRY RISER 3- PREACTION RISER 4- FIRE PUMP	- DRY RISER 6- STANDPIPE - PREACTION RISER 7- OTHER		ITEMIZE DEFICIENCIES NOTED ON INSPECTION AND ANY OTHER PERTINENT COMMENTS ON SYSTEM	
TAG#	ITEM #		MAJOR DEFICIENCIES / CO	DMMENTS
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17654	1			
17687	5			
<u>'</u> [⊠	IN COMPLIANCE	Y Section 1	<u>YSTEM - CHECK ONE</u> DEFICIENCIES	· , , , , , , , , , , , , , , , , , , ,
NIFCC 500 Blu Your pa &P Phone: 402-47 Fax: 402-47		STEMS, LLC ebraska 68522	INSPECTOR SIGNATURE NEBRASKA LICENSE # TESTER BFP LICENSE #	
		OWNE	R REPRESENTATIVE SIGNATURE	Representative Signature

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, 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. 8th St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

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

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

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

5. ADDENDA

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

6. INDEPENDENT PRICE DETERMINATION

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

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

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

9. DEMONSTRATIONS/SAMPLES

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

10. DELIVERY (Non-Construction)

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

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 1.1 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 and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. EXECUTION OF AGREEMENT

20.1 Depending on the type of service and 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.

- This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission Purchase Order.
- 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.

X b. **CONTRACT**, unless otherwise noted.

- 1. City, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
- The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
- 3. The City, County and City-County Public Building Commission will sign and date the Contract.
- 4. Upon approval and signature, the City, County and City-County Public Building Commission 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.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

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.

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. For information on the E-Verify Program, go to www.uscis.gov/everify.

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

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

☐ City of Lincoln ☐ Lancaster County ☐ Public Building Commission

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

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

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

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

Insurance; Coverage Information

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

Certificates

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

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 at 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.

smart # 100 7 0 200



CITY OF LINCOLN EXECUTIVE ORDER

NO. 083319

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

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

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

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

WHEREAS, the Employee Classification Act, Neb. Rev. Stat. §§ 48-2901 to 48-2912 (effective July 15, 2010) provides that any contract entered into between a political subdivision and a contractor shall require that each contractor who performs construction or delivery service pursuant to the contract submit to the political subdivision an affidavit attesting that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services, (3) such contractor has complied with Neb. Rev. Stat. § 4-114 requirements that the contractor register and use a federal immigration employment verification system to determine the work eligibility status of new employees physically performing services in the State of Nebraska, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to § 48-2912 of the Employee Classification Act.

NOW, THEREFORE, BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, I hereby establish the following policy as to the bid and award of contracts to contractors for construction and delivery services with the City of Lincoln:

The Purchasing Agent shall immediately include in the City of Lincoln's notice to bidders for construction contracts that all contractors submitting bids in response to the notice shall affirmatively certify to the Purchasing Agent that all individuals hired to perform construction or delivery labor services for the contractor under the contract shall be properly classified as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under federal and state law (including the requirements of the State of Nebraska Employee Classification Act), and that the contractor will comply with all legal obligations with respect to these employees (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes). The

notice to bidders shall further provide that contractors may use affidavits required pursuant to the Employee Classification Act for this purpose, but that a failure to make the affirmative certification to the Purchasing Agent shall render the bidder ineligible for award of the contract.

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

- (1) Contractor agrees that each individual performing services for the contractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that contractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).
- (2) Contractor understands and agrees that failure to classify each individual hired to perform services under the contract as an employee rather than as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a grounds for rescission of the contract by the City.
- (3) Contractor additionally agrees to include the following provisions in each subcontract entered into with a subcontractor as part of the contractor's contract with the City:
- (a) Subcontractor agrees that each individual performing services for the subcontractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that subcontractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay,

workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

- (b) Subcontractor understands and agrees that subcontractor's failure to properly classify individuals hired to perform services under the subcontract as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a grounds for rescission of the subcontract by the contractor.
- (4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employee, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the City of Lincoln Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the City of Lincoln and is a grounds for rescission of the contract by the City.
- (5) The City of Lincoln shall notify the Nebraska Department of Labor of any contractor or subcontractor it has determined is in breach of contract due to the terms of this order.
- (6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the City of Lincoln

under the State of Nebraska's Employee Classification Act shall be referred to the Purchasing Agent of the City who shall determine whether to declare such contractor or subcontractor an irresponsible bidder who shall be disqualified from receiving any business from the municipality for a stated period of time, in accordance with Lincoln Municipal Code § 2.18.030(n)(1) or (2).

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

The City Clerk is directed to send a copy of this Executive Order to Vince Mejer, City Purchasing Agent, for his record.

Dated this 28 day of July , 2010.

Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:

City Attorney

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 royaltyfree, 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.