

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167**

**Acker Diesel Repair LLC
5801 NW 123rd Street
Lincoln, NE 68524
402-443-7956**

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

THIS CONTRACT, made and entered into by and between **Acker Diesel Repair LLC, 5801 NW 123rd Street, Lincoln, NE 68524**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

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

Annual Repair Services for Construction and Purpose-Built Equipment, Bid No. 18-167
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 Line Items 1, 2 3, 6 and 7 of Contractor's 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:

“Contracted Vendors” shall mean all vendors who contract or who have contracted with the Owners pursuant to Bid No. 18-167 for Annual Repair Services for Construction and Purpose-Built Equipment.

“Contracts” shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 18-167 for Annual Repair Services for Construction and Purpose-Built Equipment.

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 \$750,000.00 during the contract term without approval. The estimated cost of products or services for County agencies shall not exceed \$100,000.00 during the contract term without approval by the Board of Commissioners.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.

- 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County. Notwithstanding the foregoing, the duties and obligations of the City, 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. Workers' Compensation: Contractor does not maintain Workers' Compensation Insurance and thus Contractor agrees that Contractor alone will perform all obligations outlined in the Contract and will not delegate any obligations to a third party.
9. Garagekeepers/Garage Liability: Contractor will not have Garagekeepers/Garage Liability as he will perform all work on City or County property.
10. Period of Performance. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one-year term with the option to renew for three (3) additional one (1) year terms upon mutual agreement by all parties.

11. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Addendums No. 1 and 2
 4. Special Provisions
 5. Specifications
 6. Instructions to Bidders
 7. Insurance Requirements
 8. Sales Tax Exemption Form 13

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

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

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

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

Vendor Signature Page

CONTRACT
Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Acker Diesel Repair LLC

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Name of Corporation

Address

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Acker Diesel Repair LLC
Name of Organization

LLC S Corp
Type of Organization

5801 NW 123rd Lincoln NC 28524
Address

By: owner B.H. Ah
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

**CONTRACT
Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Acker Diesel Repair LLC**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

CONTRACT
Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Acker Diesel Repair LLC

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME

Bruce Robert Acker

(first, middle, last)

SIGNATURE

Bruce Robert Acker

DATE

01 Aug 2018

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	440 S. 8th St.	Address
Email	rwalla@lincoln.ne.gov		Lincoln, NE 68516	
Phone	1 (402) 441-8309 x	Contact	Robert Walla - Purchasing Agent	Contact
Fax	1 (402) 441-6513 x			Department
Bid Number	18-167 Addendum 2	Department		Building
Title	Annual Requirements - Repair Services for Construction and Purpose-Built Equipment	Building	Suite 200	Floor/Room
Bid Type	Bid	Floor/Room		Telephone
Issue Date	6/20/2018 07:20 AM (CT)	Telephone	402 (441) 8309 x	Fax
Close Date	7/6/2018 12:00:00 PM (CT)	Fax	402 (441) 6513 x	Email
		Email	rwalla@lincoln.ne.gov	

Supplier Information

Company Acker Diesel Repair LLC
 Address 5801 NW 123rd Street

 Lincoln, NE 68524
 Contact Bruce Acker
 Department
 Building
 Floor/Room
 Telephone (402) 443-7956
 Fax (402) 443-7956
 Email ackerdieselrepair@gmail.com
 Submitted 7/5/2018 09:02:16 AM (CT)
 Total \$2,250.00

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

Signature Bruce Acker

Email ackerdieselrepair@gmail.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Shop Location	Please list the location/s where your shop is located where service will be provided:	Field Service - All repairs will be done on site at your location
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Term Clause of Contract	(a) Bid prices firm for the initial contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If Yes, state period for which prices will remain firm: through _____	A - 1 year from date of Contract
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Shop/Environmental Charges	State the Shop/Environmental Charges for each repair (If \$0, then please indicate \$0)-	\$0
8	Parts Discount	State the percentage off of parts from the Manufactures Suggested List Price:	0%
9	Parts and Labor Warranty Period	State the standard Parts and Labor Warranty Period for the Parts and Services Provided:	90 days on Labor
10	Type and number of service vehicles	State the type and number of service vehicles you currently have in service:	1 - 2000 Kenworth W900 Service Truck
11	Field Service	Does your company provide after-hours field service upon request of the Owners? Yes or No	Yes
12	Bidders Normal Working Hours	State the normal working days and hours for your Company:	Monday - Friday 6:00 a.m. - 6:00 p.m.
13	Electronic Signature	Please check here for your electronic signature.	Yes
14	Term	I acknowledge and understand that the Term of the contract will be one (1) year with the option to renew for three (3) additional one (1) year terms upon mutual agreement by all parties.	Yes
15	Other Fees and Charges	List any other fees or charges which would be charged to the Owners for repairs which are not addressed in any other Attribute: NOTE: Additional fees will not be paid by Owners during the contract term if they are not outlined in this section.	0
16	Authorized Service Provider	What brand of equipment are you an Authorized Service and/or Warranty Provider for? Do you repair any other brands of equipment? Yes or No + If Yes, Name the brands you service and provide the rates at which service would be completed.	20 years experiece in Catapillar Field Service - Other brands include John Deere, Case, Bobcat, Komatsu. All Brands are the same: Business Hours \$100.00/Hr , After Hour Rate \$125.00/HR

17	Bid Award	I understand and accept the terms that the Owners reserve the right to award contracts to Vendors that they believe will best serve their interests as they relate to the work described in this bid and the Specifications: Yes or NO If NO, what exceptions do you take to this Attribute?	Yes
18	Service Response Time	Can your company meet the 2 hour timeline for providing services during regular business hours and emergency situations during non-business hours? YES or NO If NO - What is the response time that will be guaranteed?	I will do my best to prioritize service calls to meet the 2 Hour timeline. Being owner/operator, I am on a first come - first serve basis.
19	Insurance Requirements 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. 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.	Yes
20	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
21	Purchase Order, Contract and Delivery Contact	The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.	Bruce Acker - ackerdieselrepair@gmail.com 402-443-7956
22	Contact	Name of person submitting this bid:	Bruce Acker President
23	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes

24 U.S. Citizenship Attestation

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.

25 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

26 Agreement to Addendum No. 2

Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	Case - Construction Equipment Repair Pricing	\$450.00

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
1.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	100.00

Supplier
Notes:

1.2	1	hr	Shop Labor Rate for after hours (cost per hour)	125.00
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Supplier
Notes:

1.3	1	hr	Field Service Rate for normal working hours (cost per hour)	100.00
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Supplier
Notes:

1.4	1	hr	Field Service Rate for after hours (cost per hour)	125.00
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Supplier
Notes:

1.5	1	mi	Field Service Truck (cost per mile)	0.00
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Supplier
Notes:

2	1	PKG	John Deere - Construction Equipment Repair Pricing	\$450.00
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Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
2.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	100.00

Supplier
Notes:

2.2	1	hr	Shop Labor Rate for after hours (cost per hour)	125.00
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Supplier
Notes:

2.3	1	hr	Field Service Rate for normal working hours (cost per hour)	100.00
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Supplier
Notes:

2.4	1	hr	Field Service Rate for after hours (cost per hour)	125.00
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Supplier
Notes:

2.5	1	mi	Field Service Truck (cost per mile)	0.00
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Supplier
Notes:

3	1	PKG	Caterpillar - Construction Equipment Repair Pricing	\$450.00
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Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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3.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	100.00
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Supplier
Notes:

3.2	1	hr	Shop Labor Rate for after hours (cost per hour)	125.00
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Supplier
Notes:

3.3	1	hr	Field Service Rate for normal working hours (cost per hour)	100.00
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Supplier
Notes:

3.4	1	hr	Field Service Rate for after hours (cost per hour)	125.00
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Supplier
Notes:

3.5	1	mi	Field Service Truck (cost per mile)	0.00
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Supplier
Notes:

4	1	PKG	Vermeer - Equipment Repair Pricing	No Bid
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Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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4.1 1 hr Shop Labor Rate for normal working hours (cost per hour)

Supplier
Notes:

4.2 1 hr Shop Labor Rate for after hours (cost per hour)

Supplier
Notes:

4.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

4.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

4.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

5 1 PKG Komptech - Landfill Equipment Repair Pricing No Bid

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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5.1 1 hr Shop Labor Rate for normal working hours (cost per hour)

Supplier
Notes:

5.2 1 hr Shop Labor Rate for after hours (cost per hour)

Supplier
Notes:

5.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

5.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

5.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

6 1 PKG Komatsu - Construction Equipment Repair Pricing \$450.00

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
6.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	100.00

Supplier
Notes:

6.2	1	hr	Shop Labor Rate for after hours (cost per hour)	125.00
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Supplier
Notes:

6.3	1	hr	Field Service Rate for normal working hours (cost per hour)	100.00
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Supplier
Notes:

6.4	1	hr	Field Service Rate for after hours (cost per hour)	125.00
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Supplier
Notes:

6.5	1	mi	Field Service Truck (cost per mile)	0.00
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Supplier
Notes:

7 1 PKG Bobcat - Construction Equipment Repair Pricing \$450.00

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
7.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	100.00

Supplier
Notes:

7.2	1	hr	Shop Labor Rate for after hours (cost per hour)	125.00
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Supplier
Notes:

7.3	1	hr	Field Service Rate for normal working hours (cost per hour)	100.00
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Supplier
Notes:

7.4	1	hr	Field Service Rate for after hours (cost per hour)	125.00
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Supplier
Notes:

7.5	1	mi	Field Service Truck (cost per mile)	0.00
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Supplier
Notes:

8	1	PKG	Sterling Truck - Truck Repair Pricing	No Bid
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Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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8.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier
Notes:

8.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier
Notes:

8.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier
Notes:

8.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier
Notes:

8.5	1	mi	Field Service Truck (cost per mile)	
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Supplier
Notes:

9 1 PKG Freightliner Truck - Truck Repair Pricing No Bid

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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9.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier Notes:

9.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier Notes:

9.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier Notes:

9.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier Notes:

9.5	1	mi	Field Service Truck (cost per mile)	
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Supplier Notes:

10 1 PKG International Truck - Truck Repair Pricing No Bid

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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10.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier Notes:

10.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier Notes:

10.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

10.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

10.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

11 1 PKG Mack Truck - Truck Repair Pricing No Bid

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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11.1 1 hr Shop Labor Rate for normal working hours (cost per hour)

Supplier
Notes:

11.2 1 hr Shop Labor Rate for after hours (cost per hour)

Supplier
Notes:

11.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

11.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

11.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

12 1 PKG Doosan - Truck Repair Pricing No Bid

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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12.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier
Notes:

12.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier
Notes:

12.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier
Notes:

12.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier
Notes:

12.5	1	mi	Field Service Truck (cost per mile)	
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Supplier
Notes:

13	1	PKG	Cimline - Equipment Repair Pricing	No Bid
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Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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13.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier
Notes:

13.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier
Notes:

13.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier
Notes:

13.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier
Notes:

13.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

14 1 PKG Malavasi - Equipment Repair Pricing No Bid

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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14.1 1 hr Shop Labor Rate for normal working hours (cost per hour)

Supplier
Notes:

14.2 1 hr Shop Labor Rate for after hours (cost per hour)

Supplier
Notes:

14.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

14.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

14.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

Response Total: \$2,250.00



ACKER-1

OP ID: SR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2018

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.

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.

PRODUCER: Chastain Insurance Agency, Inc dba Chastain-Otis, Omaha, NE 68154
INSURED: Acker Diesel Repair, LLC, Bruce Acker, 5801 NW 123rd St, Lincoln, NE 68524-8845
CONTACT NAME: Michael A. Luna, CIC
PHONE: 402-397-2500, FAX: 402-397-2467
INSURER(S): Columbia Insurance Group, NAIC # 19640

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability and Automobile Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Lincoln, Lancaster County and PBC are named as additional insured where required by written contract.

Blank area for additional notes or signatures.

CERTIFICATE HOLDER: City of Lincoln, Lancaster County, 555 S. 10 St. Rm. B104, Lincoln, NE 68505
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: Michael A. Luna, CIC

POLICY NUMBER **CMPNE0000016625**

Renewal of

CMPNE0000016625

Named Insured: **ACKER DIESEL REPAIR LLC**

Policy Period: From 12/24/2017 to 12/24/2018 at 12:01 a.m. Standard Time at the mailing address shown above.

FORMS SCHEDULE

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

Form Name	Edition	Description
CG-500	07/13	LIABILITY PREMIER ENDORSEMENT
CG0001	04/13	COMM GENERAL LIAB COV FORM
CG0300	01/96	DEDUCTIBLE LIABILITY INSURANCE
CG2107	05/14	EXC-ACCESS/DISCLOSURE PERS INF
CG2109	06/15	EXCLUSION - UNMANNED AIRCRAFT
CG2133	11/85	EXCL - DESIGNATED PRODUCTS
CG2147	12/07	EXCL-EMPLOYMENT RELATED PRACTS
CG2167	12/04	FUNGI OR BACTERIA EXCLUSION
CG2171	01/15	LTD TERROR EXCL (OTHER THAN CE
CG2176	01/15	EXCLUS OF PUN DMGS REL TO CERT
CG2196	03/05	SILICA/SILICA RELATD DUST EXCL
L-361	03/95	ASBESTOS EXCLUSION

* indicates change in form

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY PREMIER ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Paragraph (2) is replaced under **2. Exclusions, g. Aircraft, Auto Or Watercraft** by the following:

- (2) A watercraft you do not own that is:
 - (a) 50 feet or less; and
 - (b) Not being used to carry persons or property for a charge;

Paragraph (4) is replaced under **2. Exclusions, j. Damage To Property** by the following:

- (4) Personal property in the care, custody or control of the insured. However, coverage for personal property in the care, custody or control of the insured will be covered up to \$10,000 per "occurrence" subject to a \$1,000 per claim deductible. The aggregate limit for this coverage is \$20,000.

The following paragraph is added to **2. Exclusions, j. Damage To Property**:

This exclusion does not apply to "property damage" arising out of water damage to premises that are both rented to and occupied by you. The most we will pay for water damage to the premises, however, is \$25,000. This amount shall not be in addition to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

The following is added to **2. Exclusions, n. Recall Of Products, Work Or Impaired Property**:

This exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the following additional exclusions apply to "product recall expense":

- (1) Failure of any products to accomplish their intended purpose;
- (2) Breach of warranties of fitness, quality, durability or performance;
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
- (7) Asbestos, including loss, damage or clean-up resulting from asbestos or asbestos containing materials;
- (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found;
- (9) "Bodily injury" or "property damage";
- (10) Any actual or alleged violation of any copyright, patent, trade dress, trademark, trade name, trade secrets, or any other intellectual property right laws; or
- (11) "Product recall expenses" you incur for "your products" which are excluded from any other insurance written by this company.

The most we will pay for "product recall expense" arising out of the same defect or deficiency is \$25,000 per occurrence.

The last paragraph under **2. Exclusions** is replaced by the following:

With respect to the premises while rented to you or temporarily occupied by you with permission of the owner, **Exclusions c., d., e., g., h., j., k., l., m., and n.** do not apply to "property damage". A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

The following is revised:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED

Paragraph 3. is replaced by the following:

- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization;
 - d. "Product recall expense" does not apply to "product recall expenses" arising out of any withdrawal or recall that occurred before you acquired or formed any organization; and
 - e. If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. But, this provision only applies if you maintain or maintained an interest of at least 50 percent in that partnership or joint venture for the period of that relationship. This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than 36 months. This coverage extension will be excess over any other coverage, on any basis, available to the insured, and will be subject to the Other Insurance provisions of this policy for Excess Insurance.

The following paragraphs are added:

- 4. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

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

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (2) Supervisory, inspection, architectural or engineering activities.

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

- b. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to the insurance afforded to these additional insureds the following is added to **Section III – Limits of Insurance**:

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

- a. Required by the contract or agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

- 5. Any person(s) or organization(s) (referred to below as vendor) but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

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

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Sub-paragraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

With respect to the insurance afforded to these additional insureds the following is added to **Section III – Limits of Insurance**:

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

- a. Required by the contract or agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

6. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

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

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

With respect to the insurance afforded to these additional insureds the following is added to **Section III – Limits of Insurance**:

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

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

7. Any person(s) or organization(s) but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of any person or organization.

However:

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

With respect to the insurance afforded to these additional insureds the following is added to **Section III – Limits of Insurance**:

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

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

SECTION III – LIMITS OF INSURANCE

The following paragraphs are replaced by the following:

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and "product recall expense".
- 6. Subject to 5. above, the Damage To Premises Rented To You Limit of \$300,000 is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to 5. above, the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person is \$10,000.

Coverage is amended to include the following:

Designated Location General Aggregate Limit

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A (SECTION I)**, and for all medical expenses caused by accidents under Coverage **C (SECTION I)**, which can be attributed only to operations at a single designated "location":

- a. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. This Designated Location General Aggregate Limit will apply, however, only when a written contract exists requiring the General Aggregate Limit to apply per "location".
- b. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- c. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location".
- d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A (SECTION I)**, and for all medical expenses caused by accidents under Coverage **C (SECTION I)**, which cannot be attributed only to operations at a single designated "location":

- a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
- b. Such payments shall not reduce any Designated Location General Aggregate Limit.

When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not the General Aggregate Limit nor the Designated Location General Aggregate Limit.

For the purposes of Designated Location General Aggregate Limit, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

The provisions of Limits Of Insurance not otherwise modified shall continue to apply as stipulated.

Designated Construction Project General Aggregate Limit

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A (SECTION I)**, and for all medical expenses caused by accidents under Coverage **C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project:

- a. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. This Designated Construction Project General Aggregate Limit will apply, however, only when a written contract exists requiring the General Aggregate Limit to apply per designated construction project.

- b. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
- (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- c. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project.
- d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A (SECTION I), and for all medical expenses caused by accidents under Coverage C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project:

- a. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
- b. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

The provisions of Limits Of Insurance not otherwise modified shall continue to apply as stipulated.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

The following is added to 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expenses":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;
- (3) As often as may be reasonably required, permit us to inspect "your product" and examine your books and records to prove the loss. Also permit us to take damaged and undamaged samples of "your product" for inspection, testing, and analysis, and let us make copies of your books and records. .
- (4) Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and
- (5) Permit us to examine under oath, away from the presence of other insureds, at such times as may reasonably be required, about any matter, relating to this insurance or your claim, including any insured's books and records in the event of an examination. An insured's answers must be signed.

(6) Cooperate with us in the investigation or settlement of the claim.

Coverage is amended to include the following:

Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Liberalization

If we revise this Coverage Part to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Transfer of Rights of Recovery Against Others to Us

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver, however, applies only when required to waive such right of recovery by written contract with that person or organization.

Knowledge Of Occurrence, Claim, Suit Or Loss

The requirements for reporting and sending claim or "suit" information to us, including provisions related to the subsequent investigation of such claims or "suits," do not apply until after the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation;
- (4) Your members, managers or insurance manager, if you are a limited liability company; or
- (5) Your elected or appointed officials, trustees, board members, or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

SECTION V – DEFINITIONS

The following are added to **SECTION V – DEFINITIONS**:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means necessary and reasonable expenses for:

- a. Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- b. Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- c. Remuneration paid to your regular "employees" for necessary overtime;
- d. Hiring additional persons other than your regular "employees";
- e. Expenses incurred by "employees" including transportation and accommodations;
- f. Expense to rent additional warehouse or storage space;
- g. Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal; you incur exclusively for the purpose of recalling "your product"; and
- h. Transportation expenses incurred to replace recalled products.



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

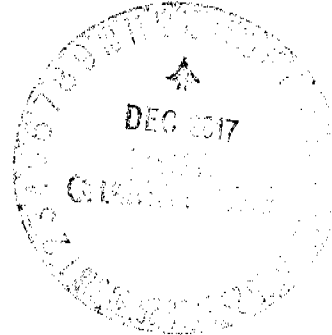
**COMMON
 POLICY DECLARATIONS**

COLUMBIA MUTUAL INSURANCE COMPANY

POLICY NUMBER **CAPNE0000016625**
 Renewal of **CAPNE0000016625**

Named Insured and Mailing Address:
 ACKER DIESEL REPAIR LLC
 5801 NW 123RD ST
 LINCOLN NE 68524-8845

Agent and Mailing Address: 18008-
 Chastain Insurance Agency, Inc.
 d/b/a Chastain-Otis
 10822 Old Mill Rd Ste 2
 Omaha NE 68154-2618
 402-397-8130



Policy Period: From 12/24/2017 to 12/24/2018 at 12:01 a.m. Standard Time at the mailing address shown above.

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

Business Description: DIESEL REPAIR

Form of Business: LIMITED LIABILITY COMPANY

Coverage Part	Premium
Property	NOT COVERED
General Liability	NOT COVERED
Crime	NOT COVERED
Inland Marine	NOT COVERED
Auto	\$1,879
Total Premium	\$1,879

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

Countersigned by _____ Authorized Agent



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

BUSINESS AUTO DECLARATIONS

COLUMBIA MUTUAL INSURANCE CO

Policy Number: CAPNE0000016625

ITEM ONE

Named Insured and Mailing Address:

ACKER DIESEL REPAIR LLC
5801 NW 123RD ST
LINCOLN NE 68524-8845

Producer Name and Mailing Address: 18008 -

Chastain Insurance Agency, Inc.
d/b/a Chastain-Otis
10822 Old Mill Rd Ste 2
Omaha NE 68154-2618
402-397-8130

Policy Period: From 12/24/2017 to 12/24/2018 at 12:01 A.M. Standard Time at your mailing address shown above.

Previous Policy Number: CAPNE0000016625

Business Description: DIESEL REPAIR

Form of Business: LIMITED LIABILITY COMPANY

In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Audit Period (if applicable): WAIVED ✓

Countersigned by _____
Authorized Agent

THESE DECLARATIONS, TOGETHER WITH THE COVERAGE FORM(S), COMMON FORM(S), COMMON POLICY CONDITIONS AND FORMS, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

ITEM TWO

Schedule of Coverages And Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	1 ✓	\$1,000,000 ✓	\$1,139
Personal Injury Protection (Or Equivalent No-fault Coverage)		Separately Stated In each Personal Injury Protection Endorsement Minus \$ See ITEM THREE Deductible	
Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement	
Auto Medical Payments	2 ✓	\$ See ITEM THREE Each Insured	\$35
Uninsured Motorists	6 ✓	\$500,000 ✓	\$30
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)	6 ✓	\$500,000 ✓	INCL
Physical Damage Comprehensive Coverage	7 ✓	Actual Cash Value Or Cost Of Repair, Whichever is Less, Minus \$ See ITEM THREE Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning See Item Four for Hired or Borrowed Autos.	\$143
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever is Less, Minus \$ See ITEM THREE Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism See Item Four for Hired or Borrowed Autos.	
Physical Damage Collision Coverage	7 ✓	Actual Cash Value Or Cost Of Repair, Whichever is Less, Minus \$ ITEM THREE Deductible For Each Covered Auto See Item Four for Hired or Borrowed Autos.	\$340
Physical Damage Towing And Labor		\$ See ITEM THREE For Each Disablement Of A Private Passenger Auto	
Tax/Surcharge/Fee			
Premium For Endorsements			\$192 ✓
*Estimated Total Premium			\$1,879

*This policy may be subject to final audit.

ITEM THREE

Schedule Of Covered Autos You Own

Covered Auto No.		Description			Purchased		Territory	
Year	Model / Trade Name/ Body Type	Serial No. (S) / Vehicle Identification No. (VIN)	Original Cost New	Actual Cost & NEW (N) or USED (U)	Town & State Where The Covered Auto Will Be Principally Garaged			
✓ 1	2001 ✓	KENWORTH W900B ✓	1NKW6B9X61RBG3244 ✓	\$100,000 ✓	ACV ✓	LINCOLN, NE, 103 ✓		
Classification								
Covered Auto No.	Radius Of Operation	Business Use s = service r = retail c = commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code		
1	50 ✓	C ✓	45,000 ✓	12 ✓		361990 ✓		
Coverages - Premiums, Limits And Deductibles (Absence of a deductible or a limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)								
Covered Auto No.	Covered Autos Liability		Personal Injury Protection		Added P.I.P	Auto Medical Payments		
	Limit	Premium	Stated In Each Personal Injury Protection Endorsement Minus Deductible Shown Below	Premium	Stated In Each Added Personal Injury Protection Endorsement	Limit	Premium	
1	\$1,000,000 ✓	\$974				\$5,000 ✓ (Each Insured)	\$35	
						(Each Insured)		
						(Each Insured)		
						(Each Insured)		
						(Each Insured)		
Total Premium								
Coverages - Premiums, Limits And Deductibles (Absence of a deductible or a limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)								
Covered Auto No.	Comprehensive		Specified Causes Of loss		Collision		Towing & Labor	
	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement	Premium
1	\$1,000 ✓	\$143			\$1,000 ✓	\$340		
Total Premium								

✓
1,492

ITEM FOUR

Schedule of Hired Or Borrowed Covered Auto Coverage And Premiums

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)		
Covered Autos Liability Coverage	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage	\$	\$
Excess Coverage	\$	\$
Total Hired Auto Premium		\$

For "autos" used in your motor carrier operation, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
2. The total remunerations of all operators and drivers' helpers, or hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (i.e., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For Each State	Premium
Primary Coverage			
Excess Coverage	NE ✓	IF ANY ✓	\$ 52
Total Hired Auto Premium			\$ 52

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Physical Damage Coverages - Cost Of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)				
Coverage	State	Limit Of insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)	Premium
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less Minus Deductible For Each Covered Auto. But No Deductible Applies To Loss Covered By Fire Or Lightning		
Specified Causes of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less Minus Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism		
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less Minus Deductible For Each Covered Auto		
Total Hired Auto Premium				

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.

Cost Of Hire Rating Basis For Mobile Or Farm Equipment - Other Than Physical Damage Coverages					
Coverage	Estimated Annual Cost of Hire For Each State			Premium	
	State	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability - Primary Coverage					
Covered Autos Liability - Excess Coverage					
Personal Injury Protection					
Auto Medical Payments					
Total Hired Auto Premiums					
Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers					

Cost Of Hire Rating Basis For Mobile Or Farm Equipment - Physical Damage Coverages						
Coverage	State	Limit Of insurance	Estimated Annual Cost of Hire For Each State (Excluding Autos Hired With A Driver)		Premium	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning				
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto, For Loss Caused By Mischief Or Vandalism				
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto				
Total Hired Auto Premiums						
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.						

Rental Period Rating Basis For Mobile Or Farm Equipment					
Coverage	Town And State Where The Job Site Is Located	Estimated Number of Days Equipment Will Be Rented		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability - Primary Coverage					
Covered Autos Liability - Excess Coverage					
Personal Injury Protection					
Auto Medical Payments					
Total Hired Auto Premiums					

ITEM FIVE

Schedule For Non-ownership Covered Autos Liability

Named Insured's Business	Rating Basis	Number	Premium
Other Than Garage Service Operations And Other Than Social Service Agencies	Number Of Employees	IF ANY ✓	\$ 113
	Number Of Partners (Active And Inactive)		
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		
	Number Of Partners (Active And Inactive)		
Social Service Agencies	Number Of Employees		
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		
	Number Of Partners (Active And Inactive)		
Total Non-ownership Covered Autos Liability Premium			\$ 113

ITEM SIX

Schedule For Gross Receipts Or Mileage Basis

Address Of Business Headquarters location:		
Type of Risk:	Public Autos	Leasing or Rental Concerns
Rating Basis:	Gross Receipts (Per \$100)	Mileage (Per Mile)
Estimated Yearly (Gross Receipts Or Mileage):		
		Premiums
Covered Autos Liability		
Personal Injury Protection		
Added Personal Injury Protection		
Auto Medical Payments		
Comprehensive		
Specified Causes Of Loss		
Collision		
Towing And Labor		

When used as a premium basis:

FOR PUBLIC AUTOS

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

Gross receipts does not include:

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

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

FOR RENTAL OR LEASING CONCERNS

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

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

Endorsements Attached To This Policy

Form Name	Edition	Description
IPJ-305	07/14	POLICY JACKET
CA-500	07/09	BUS AUTO PREMIER ENDORSEMENT \$192 ✓
CA0001	10/13	BUSINESS AUTO COVERAGE FORM
CA0156	11/13	NEBRASKA CHANGES
CA0221	10/13	NEBRASKA CHANGES - CANCELLATION
CA2170	10/13	NE UM/UIM COVERAGE
*CA2345	11/16	PUBLIC/LVRY PSGR CONVEY/ON-DMD
CA2384	10/13	EXCLUSION OF TERRORISM
CA9935	11/13	NEBRASKA AUTO MED PAYMENTS COV
CA9944	10/13	LOSS PAYABLE CLAUSE
IL-368	09/05	ACTUAL CASH VALUE
IL0003	08/07	CALCULATION OF PREMIUM
IL0017	11/98	COMMON POLICY CONDITIONS
IL0021	05/02	NUCLEAR ENERGY LIAB EXCL-BROAD
JDL190	06/06	COMMON POLICY DECLARATIONS

Driver Schedule

Driver(s):

BRUCE ACKER ✓
Birthdate ON FILE

Additional Interest Schedule

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:

Loss Payee Other:

Veh# 001

COMMERCIAL CONTRACTORS EQUIPMENT ✓

PO BOX 81036 ✓

LINCOLN NE 68501-1036 ✓

VIN 1NKW6B9X61RBG3244 KENWORTH W900B

Loan #

Interest: CA9944 ✓

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PREMIER ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. COVERED AUTOS

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

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

B. LIABILITY COVERAGES

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

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

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

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

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
- (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury" or "property damage".

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

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

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

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

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

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

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

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

C. PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE

Coverage is amended as follows:

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

2. Towing and Labor

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

- (a) For private passenger type vehicles or "light trucks", we will pay up to \$75 per disablement. "Light trucks" have a gross vehicle weight (GVW) of 10,000 pounds or less.
- (b) For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" have a gross vehicle weight (GVW) of 10,001 lbs. to 20,000 pounds.

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

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

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

The following is added to **4. Coverage Extensions**:

c. Theft Recovery Expense

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

d. Rental Reimbursement

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

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto". Payment applies in addition to the otherwise applicable coverage you have on a covered "auto". No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - (b) 30 days.

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

- (a) Necessary and actual expenses incurred; or
- (b) \$35 per day.
- (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

e. Personal Effects

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

f. Audio, Visual and Data Electronic Equipment Coverage

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

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

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

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

(b) Both:

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

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

(3) With respect to this coverage, the most we will pay for all "loss" of audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

(a) The actual cash value of the damaged or stolen property as of the time of the "loss";

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

minus a deductible of \$100.

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

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

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

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

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

4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:
 - a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease / loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;

- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

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

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

D. CONDITIONS

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

Coverage is amended as follows:

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

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

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

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

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

Coverage is amended as follows:

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

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

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

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

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

(2) Limit of Insurance For This Section

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

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

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

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

(4) Definitions For This Section

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

E. DEFINITIONS

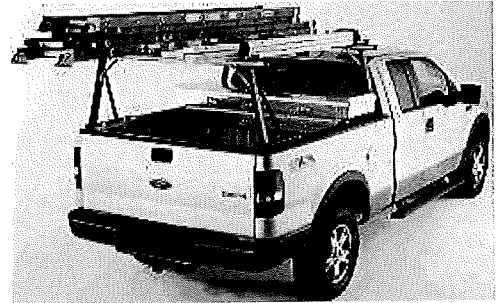
SECTION V – DEFINITIONS, Paragraph **C.** is replaced by the following:

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



Business Auto Premier Endorsement

Our Business Auto Premier Endorsement (CA-500) offers valuable customized extensions of coverage at minimal cost, conveniently bundled in a single endorsement.



Airbag accidental discharge	Physical damage deductible waived
Audio, visual and data electronic equipment coverage	Up to \$1,000 limit – subject to a \$100 deductible
Auto loan or lease total loss protection	Payment of unpaid amount due subject to restrictions
Blanket additional insured	Up to policy limits – when required by contract
Broad form insured	Includes subsidiaries or new organizations – subject to restrictions
Employees as insureds	While in the course of your business
Glass repair deductible	Deductible waived if glass is repaired in lieu of replaced
Hired, leased, rented or borrowed auto physical damage	Up to \$50,000 – subject to \$500 deductible
Increased transportation expense	Up to \$50 per day up to \$1,500
Personal effects coverage	Up to \$500
Rental reimbursement and additional transportation expense	Up to \$35 per day for 30 days – private passenger & light truck types
Temporary substitute auto	Physical damage coverage
Theft recovery expense	Up to \$5,000
Towing and labor	Private passenger & light trucks - \$75 per disablement Medium trucks - \$150 per disablement
Unintentional failure to disclose	No prejudice for your unintentional errors
Waiver of subrogation	When required by contract

*This descriptive exhibit contains only a general description of coverages and is not a statement of contract.
All coverages will be subject to the exclusions and conditions printed in the policy.*

POLICY NUMBER **CMPNE0000016625**

Renewal of

CMPNE0000016625

Named Insured: **ACKER DIESEL REPAIR LLC**

Policy Period: From 12/24/2017 to 12/24/2018 at 12:01 a.m. Standard Time at the mailing address shown above.

COMMON FORMS SCHEDULE

Form Name	Edition	Description
IPJ-305	07/14	POLICY JACKET
IL-165	07/86	CONCEALMENT OR FRAUD CONDITION
IL-359	07/98	LEAD LIABILITY EXCLUSION
*IL-375	02/15	AMND CANCEL PROV- ADDL INT
IL0003	08/07	CALCULATION OF PREMIUM
IL0017	11/98	COMMON POLICY CONDITIONS
IL0021	05/02	NUCLEAR ENERGY LIAB EXCL-BROAD
IL0122	09/07	NEBRASKA CHANGES-ACT CASH VAL
IL0159	09/07	NE CHANGES-FRAUD OR MISPRESE
IL0164	07/02	NE CHANGES-APPRAISAL
IL0259	09/07	NE CHANGES-CANCEL & NONRENEWAL
IL0935	07/02	EXCL-CERTAIN COMPUTER-RELATED
IL0952	01/15	CAP ON LOSS FROM CERT ACTS
IL0985	01/15	DISCL PURSUANT/TERROR RISK ACT
*IL1201	11/85	POLICY CHANGE ENDORSEMENT
JDL190	06/06	COMMON POLICY DECLARATIONS

NOTE: THESE FORMS ARE APPLICABLE TO ALL COVERAGE PROVIDED UNDER THIS POLICY. FORMS WHICH ARE APPLICABLE TO SPECIFIC COVERAGES ARE SHOWN ON THE DECLARATIONS FOR THE SPECIFIC COVERAGES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CANCELLATION PROVISIONS – ADDITIONAL INTEREST

SCHEDULE

Name:	CITY OF LINCOLN, LANCASTER COUNTY
Address:	555 S 10TH ST RM B104 LINCOLN, NE 68505

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

- A. In the event of cancellation of this policy for any statutorily permitted reason, other than nonpayment of premium, we agree to mail to the additional insured(s) and/or additional third party interest(s), indicated in the Schedule above, written notice of cancellation. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation.
- B. In the event of cancellation of this policy due to nonpayment of premium, we agree to mail to the additional insured(s) and/or additional third party interest(s), indicated in the Schedule above, written notice of cancellation at least 30 days before the effective date of cancellation.
- C. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

SPECIFICATIONS
REPAIR SERVICES FOR CONSTRUCTION and PURPOSE-BUILT EQUIPMENT

1. OVERVIEW

- 1.1 It is the intent of the City of Lincoln, Nebraska and Lancaster County, Nebraska, hereinafter called the "Owners" to contract with qualified Vendors for maintenance and repair, as deemed necessary by the Owners, on a variety of construction and purpose-built equipment.
- 1.2 Contracts will be awarded on the basis of Vendor qualifications, rates, and discounts offered.
- 1.3 Because the Vendor must be a manufacturer's authorized service and warranty provider, multiple contracts shall be awarded.
- 1.4 Each event specific maintenance and/or repair service performed under the awarded contract shall not exceed \$100,000.00.
- 1.5 Annual repair work averages an estimated \$200,000.00 per year for the services offered through this contract.
 - 1.5.1 Services are requested on an as-needed basis and no amount of work is guaranteed to the awarded Vendors.

2. SCOPE OF WORK

- 2.1 The Owners own and maintain a large fleet of construction and purpose-built equipment.
- 2.2 Due to both the size and diversity of the fleet it is necessary to utilize Vendor resources to manage such assets in the most cost effective and efficient manner.
- 2.3 In an effort to optimize both internal and external resources, the Owners are seeking to contract maintenance and repairs on an individual request basis.
- 2.4 Providing after-hours field service for extended periods during emergency operations, such as snow removal, or on designated holidays, is essential.
- 2.5 Vendor shall have the capability of dispatching a trained mechanic within 2 hours of the request for service during normal business hours and during emergencies, unless the requirement is waived by the Owners.

3. QUALIFICATIONS

- 3.1 Responding Vendors must be authorized service and/or warranty provider for one or more of the manufacturers identified in Item #6 of this document.
- 3.2 Facilities and staffing must be adequate to perform maintenance and/or repairs requested in a timely manner.
- 3.3 Field service capabilities must include service vehicles available for on-site repairs.
- 3.4 Field service capabilities must include the ability to provide after-hours service for extended periods.
- 3.5 The Owners may request an on-site visit to inspect the Vendor's facility, service vehicles and parts inventory prior to contract award or during the contract period.
- 3.6 The Owners may request a specific mechanic be assigned to inspect or troubleshoot a specific maintenance or repair need.
- 3.7 Vendors who are submitting a bid for over-the-road truck repair shall have a facility located within 25 miles of the city limits of Lincoln.

4. INSURANCE REQUIREMENTS

- 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 Lancaster County 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. Any deviation to the insurance requirements shall be submitted by the Vendor on company letterhead attached to the Response Attachment section of the Ebid.**

5. MAINTENANCE/REPAIR REQUEST AND PROVISIONS

- 5.1 Maintenance and repairs will be performed by the Vendor strictly on request of an authorized representative of the Owners.
- 5.2 The Owners will neither be obligated nor limited to any specific number of requests.
- 5.3 Only new OEM parts will be utilized by the Vendor unless the use of aftermarket, reconditioned or used parts is pre-approved by the Owners.
- 5.4 Written estimates shall be provided for all maintenance and repair requests anticipated to exceed \$10,000 prior to approval of the service request.
- 5.5 The need for additional repairs found during the normal course of servicing or authorized repair will be communicated to the Owner for further authorization of such repairs.
- 5.6 Recommended adjustments to the maintenance schedule or program which would reduce the maintenance & operations costs or extend the life of the equipment, determined by the Vendor, must be reported to the Owner for consideration.
- 5.7 If transportation of equipment to a Vendor's facility is required, or requested by the Owner, the Vendor shall provide a written estimate of all required transportation costs, including but not limited to, all necessary equipment preparation, permits and escort.
- 5.8 No repair anticipated to exceed \$10,000 shall proceed without written estimate and approval by the Owner.
- 5.9 Invoice shall include a description of the rate billed (shop or field and regular or after-hours), the number of hours billed, the rate billed, and a total.
- 5.10 Labor rates or other rate changes cannot be increased without a properly executed contract amendment.
- 5.10.1 Proposed increases must be justified with a written explanation of the need for the increase sent no less than 30 days prior to the proposed increase.
- 5.10.2 Proposed increases must be submitted to the City/County Purchasing Division on company letterhead, signed by the Vendors Service Manager and/or the Vendors authorized Contract Administrator.
- 5.10.3 Labor rate increases can be requested during the annual contract renewal or at any time during the annual contract period.
- 5.11 Normal work days and normal work hours shall be indicated in the attributes section of the Ebid.
- 5.12 Parts and labor warranty in days or months offered by Vendor shall be indicated in the attributes section of the Ebid.
- 5.13 Shop/Environmental charges, if applicable, shall be identified in the attributes section of the e-bid.

- 5.14 Vendor may have access to the shop overhead crane and heavy equipment jack stands for maintenance and repairs performed at the Solid Waste Management Division, provided:
 - 5.14.1 The Vendor has a training program meeting OSHA standards.
 - 5.14.2 Only Vendor employees who are properly trained are dispatched to fulfill service requests.
 - 5.14.3 Vendor is able to produce documentation of employee training upon request.
 - 5.14.4 Vendors insurance covers any damage to City/County equipment and/or injury to City/County employees.

6. MAINTENANCE AND REPAIR CONTRACTS DESIRED

- 6.1 Case: Bid Package No. 1.
- 6.2 John Deere: Bid Package No. 2.
- 6.3 Caterpillar: Bid Package No. 3.
- 6.4 Vermeer: Bid Package No. 4.
- 6.5 Komptech: Bid Package No. 5.
- 6.6 Komatsu: Bid Package No. 6.
- 6.7 Bobcat: Bid Package No. 7.
- 6.8 Sterling Trucks: Bid Package No. 8.
- 6.9 Freightliner Trucks: Bid Package No. 9.
- 6.10 International Trucks: Bid Package No. 10.
- 6.11 Mack Trucks: Bid Package No. 11.
- 6.12 Doosan: Bid Package No. 12
- 6.13 Cimline: Bid Package No. 13
- 6.14 Malavasi: Bid Package No. 14

7. BID LINE ITEM SUBMITTAL REQUIREMENTS

- 7.1 Vendors will provide the following information by manufacturer.
 - 7.1.1 Shop labor rate for normal working hours.
 - 7.1.2 Shop labor rate for after-hours.
 - 7.1.3 Field service labor rate for normal working hours.
 - 7.1.4 Field service labor rate for after-hours.
 - 7.1.5 Field service truck cost per mile.

ADDENDUM #1
Issue Date: 6/28/2018
Bid No. 18-167

Annual Requirements - Repair Services for Construction and Purpose-Built Equipment

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

Be advised of the following changes to the Specification and bidding documents:

Question: What type of certification do you need to qualify for the bid 18-167? Does work experience at a dealership count toward certification? Is there a way that an independent mechanic can qualify?

Answer: Work performed under the terms of an awarded contract will be warranty work and non-warranty work. Warranty work must be completed by authorized service/warranty providers for each type of equipment. Non-warranty work may be done by any responsible, responsive bidder that is in the business of providing those services and is deemed acceptable by the City to perform such work based on references, prior experience, shop capacity, staffing, etc.

Clarification: Equipment repair relative to this bid includes welding, metal fabrication for replacement parts, electrical work, and other services which are not directly related to mechanical issues such as engine or transmission repair. Vendors who provide these services are encouraged to bid for these services.

Bid Extension: The bid has been extended to Friday July 6, 2018 at 12:00pm. All bids must be submitted in the Ebid system.

Clarification: Package 4 has been changed from Frontier Equipment to Vermeer Equipment.

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

Robert L Walla
Purchasing Agent

ADDENDUM #2
Issue Date: 6/29/2018
Bid No. 18-167

Annual Requirements - Repair Services for Construction and Purpose-Built Equipment

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

Be advised of the following changes to the Specification and bidding documents:

Clarification: It has been brought to our attention that the coverage for Garage Keepers Insurance was not specified on the document attached to the bid. The following clause will replace the Garage Keepers clause that is currently in the Insurance Requirement document attached to the bid.

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 for each Garage Keepers and Garage Liability, including Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 31 shall be provided, where applicable.

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

Robert L Walla
Purchasing Agent

**SPECIAL PROVISIONS
FOR
TERM CONTRACTS**

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

1. ESTIMATED QUANTITIES

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

2. CONTRACT PERIOD

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

3. BID PRICES

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

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

4. CONTRACT ADMINISTRATION

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

5. QUARTERLY REPORT

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

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

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

City of Lincoln Lancaster County Public Building Commission

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

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

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

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

Insurance; Coverage Information

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

Certificates

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

1. Commercial General Liability

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

1.1 Additional Insured (Requires an Endorsement Form)

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

1.2 Automobile Liability

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

1.3 Garage Keepers / Garage Liability

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

1.4 Workers' Compensation; Employers' Liability

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

1.5 Builder's Risk Insurance

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

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

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

1.6 Pollution Liability

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

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

1.7 Errors and Omissions; Professional Liability

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

1.8 Railroad Contractual Liability Insurance

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

1.8.1 Railroad Protective Liability

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

1.9 Cyber Insurance

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

2. Cancellation Notice

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

3. Risk of Loss

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

4. Umbrella or Excess Liability

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

5. Minimum Scope of Insurance

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

6. Indemnification

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

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

7. Reservation of Rights

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

8. Sovereign Immunity

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

9. Further Contact

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

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

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

1. BIDDING PROCEDURE

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

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

12. ACCEPTANCE OF MATERIAL

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

13. BID EVALUATION AND AWARD

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

14. INDEMNIFICATION

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

15. TERMS OF PAYMENT

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

16. LAWS

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

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

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

19. INSURANCE

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

20. EXECUTION OF AGREEMENT

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

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

21. TAXES AND TAX EXEMPTION CERTIFICATE

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

22. CITY AUDIT ADVISORY BOARD

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

23. E-VERIFY

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

Protection of Proprietary Information and Trade Secrets

Data contained in any bid (hereinafter "Submission") and all documentation provided therein, become the property of the City of Lincoln/Lancaster County. Upon receipt of any Submission by the City of Lincoln/Lancaster County, all data and documentation becomes a public record and is subject to disclosure by the City of Lincoln/Lancaster County to any party initiating a public records request under Nebraska Revised Statutes § 84-712 et seq. In response to a public records request, the City of Lincoln/Lancaster County may include the entire response. The City of Lincoln/Lancaster County has no duty to protect proprietary or commercial information and/or trade secrets.

If the Bidder wishes to have any information withheld from a public records request, such information must fall within the definition of "proprietary or commercial information" contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute § 84-712.05(3) and/or must be considered "trade secrets" as defined by Nebraska Revised Statutes §§ 87-501 to 87-507. Any and all information the Bidder wishes the City of Lincoln/Lancaster County to withhold from public disclosure must be submitted in the City/County E-bid system as a Response Attachment with the following information:

- 1) Is clearly marked "*proprietary or commercial information*" and/or "*trade secrets*" on the title of the document and the file attached;
- 2) Individually identifies each separate page as confidential;
- 3) Contains supporting documentation specifically enumerating why the information in such documents are marked and qualify as proprietary or commercial information/trade secrets. Under Nebraska law, in order for such information to be protected, the information, if released, would give competitors an advantage *and* serve no public purpose.

**FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE BIDDER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS.
NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.**

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, the City of Lincoln/Lancaster County will provide the bidder with reasonable notice that a public records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Bidder to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Bidders may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. Bid pricing may not be marked as proprietary or commercial information/trade secrets, and are deemed to be a public record in the State of Nebraska. Failure of the Bidder to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other bidders and/or the public.

"Proprietary or commercial information" is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose. (see Neb. Rev. Stat. § 84-712.05(3)).

"Trade Secrets" is defined as information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that:
Derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
(See Neb. Rev. Stat. § 87-502 (4)(a)(b))

In accordance with the Nebraska Attorney General Opinions 92068 and 97033, Bidders submitting information as proprietary or commercial information/trade secrets may be required to prove specific competitor(s) by name who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Advertise 2 times
Wednesday, June 20, 2018
Wednesday, June 27, 2018

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Friday, June 29, 2018** for providing the following:

Annual Requirements - Construction and Purpose-Built Equipment
Repair and Maintenance Services
Bid No. 18-167

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

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