

AMENDMENT TO CONTRACT
Sprague Roofing Company Contract
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Reassignment of Contract
Sprague Roofing Company to Neemann & Sons Inc. (dba Sprague Roofing)

This Amendment is hereby entered into by and between Sprague Roofing Company, 3515 North 39th Street, Lincoln, NE 68504 (hereinafter "Sprague Roofing Company") and Neemann & Sons Inc. (dba Sprague Roofing, 1121 High Street, Suite B, Lincoln, NE 68502 (hereinafter "Neemann & Sons Inc.") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the following contract listed below, which Contract are hereby incorporated herein by this reference:

CONTRACT	EXECUTED DOCUMENT	DATE OF EXECUTION
Unit Price - Roofing Services, Bid No. 16-294	A-90264/C-17-0122	02/28/2017

WHEREAS, Sprague Roofing Company hereby rescinds its rights and obligations to the above mentioned Contract and assigns its right and obligations under the Contract to Neemann & Sons Inc. beginning November 1, 2018 through the remaining term of the Contract, as per Attachment A; and

WHEREAS, Neemann & Sons Inc. hereby accepts the assignment of Sprague Roofing Company's rights and obligations under the Contract beginning November 1, 2018 through the remaining term of the Contract, which is hereby incorporated herein by this reference; and

WHEREAS, the Owners hereby acknowledge and permit Sprague Roofing Company's assignment of its rights and obligations under the Contract to Neemann & Sons Inc.; and

WHEREAS, a copy of the Contract is attached hereto and incorporated by this reference, per Attachment B; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract mentioned above, and stated herein the parties agree as follows:

- 1) Sprague Roofing Company hereby rescinds its rights and obligations to the above mentioned Contract and assigns its right and obligations under the Contract to Neemann & Sons Inc. beginning November 1, 2018 through the remaining term of the Contract, as per Attachment A.
- 2) Neemann & Sons Inc. hereby accepts the assignment of Sprague Roofing Company's rights and obligations under the Contract beginning November 1, 2018 through the remaining term of the Contract, which is hereby incorporated herein by this reference.
- 3) Owners hereby acknowledge and permit Sprague Roofing Company's assignment of its rights and obligations under the Contract to Neemann & Sons Inc.
- 4) A copy of the Contract is attached hereto and incorporated by this reference, per Attachment B.
- 5) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:


Vendor Signature Page
City Signature Page

Vendor Signature Page

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Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
 Attn: Brianne Crooks
 440 So. 8th St., Ste. 200
 Lincoln, NE 68508
 Or email to: bcrooks@lincoln.ne.gov

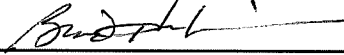
Company Name:	Neemann & Sons Inc. (dba Sprague Roofing)
By: (Please Sign)	
By: (Please Print)	Terry Neemann
Title:	President.
Company Address:	1121 High Street, Lincoln Ne. 68502
Company Phone & Fax:	402-423-4853 402-423-4863(F.)
E-Mail Address:	terry@neemannandsons.com
Date:	1-28-2019
Contact Person for: "Orders or Service"	Trevor Neemann.
Contact Phone Number:	402-467-1949

Vendor Signature Page

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Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
Attn: Brianne Crooks
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: bcrooks@lincoln.ne.gov

Company Name:	Sprague Roofing Company
By: (Please Sign)	
By: (Please Print)	Brad Hershiser
Title:	Vice President
Company Address:	3515 N. 39th St. Lincoln, NE 68504
Company Phone & Fax:	402-467-1949 402-467-4212
E-Mail Address:	bhershiser@sprague Roofing.com
Date:	1/28/2019
Contact Person for: "Orders or Service"	Brad Hershiser
Contact Phone Number:	402-467-1949

MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

ENDORSEMENT

It is hereby understood and agreed that Bond No.: NEC 62584

Principal: Sprague Roofing Co.

Obligee: City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission

in the Merchants Bonding Company (Mutual) , is changing this bond effective November 1, 2018

FROM:
Principal Name from Sprague Roofing Co.

TO: Principal Name to Neemann & Sons Inc. dba Sprague Roofing Co.

All terms and conditions of said bond, except as above changed, to remain the same.

Signed, sealed and dated this 25th day of January, 2019

Merchants Bonding Company (Mutual)

By T.L.K.

Thomas L. King
Attorney-In-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jacob J Buss; James M King; Robert T Cirone; Tamala J Hurlbut; Thomas L King

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of May, 2018.

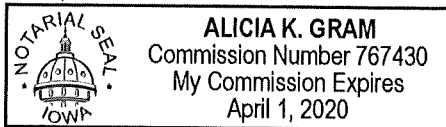


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 14th day of May 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

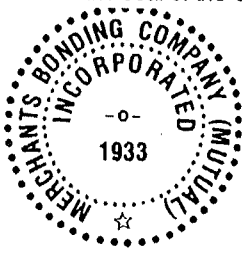


Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of January, 2019.



William Warner Jr.
Secretary

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

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Terry Neemann, do hereby certify that all equipment to be used on Bid No. 14-009, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in County, Nebraska.

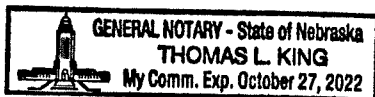
DATED this 28 day of January, 2019.

By: Terry Neemann
Title: President

STATE OF NEBRASKA)
COUNTY OF Lancaster)ss.
)

On January 28, 2019, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Terry Neemann, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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



Thomas L. King
Notary Public
(S E A L)

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, Nebraska Revised Statutes 48-2901 to 48-2912,

I, Terry Neemann, herein below known as the Contractor, state under oath and swear as follows:

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

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

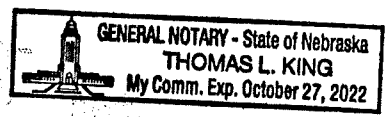
PRINT NAME: Terry L. Neemann
(First, Middle, Last)

SIGNATURE: Terry Neemann

TITLE: President

State of Nebraska)
) ss.
County of Lancaster)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 28 day of January, 2019.



Thomas L. King
Notary Public

City of Lincoln Signature Page

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EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

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EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

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

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EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____



NEEMANN & SONS, INC.
ROOFING, SIDING & SEAMLESS GUTTERS

1121 High St., Suite B
Lincoln, Nebraska 68502
(402-423-4853)

City of Lincoln/Lancaster County

Attn: Suzanne Ideus

Neemann & Sons Inc. acquired Sprague Roofing Co. on November 1st 2018. This acquisition was an asset only purchase. The asset purchase also included the purchase of current contracts and customer list. Attached is a copy of the asset purchase agreement specifically including the intangible personal property purchased. We will honor the contract 16-294 that Sprague Roofing previously had in place including the pricing and terms and conditions for the period of the contract. The Sprague Roofing name will remain the same. Neemann & Sons will operate its commercial roofing division under the name Sprague Roofing. Our vendor name shall be listed as Neemann & Sons Inc. DBA Sprague Roofing. Neemann & Sons Federal Tax ID is 47-0786041. The previous owner, Greg Sprague, intends to sign the contract 16-294 over to Neemann & Sons. We look forward to being a vendor for the City of Lincoln/Lancaster County.

Thank you,

Terry Neemann

Neemann & Sons, Inc.

A handwritten signature in cursive script that reads "Terry Neemann". The signature is written in black ink and is positioned above a horizontal line.

Greg Sprague

Sprague Roofing Co.

A handwritten signature in cursive script that reads "Greg Sprague". The signature is written in black ink and is positioned above a horizontal line.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: Megan Robison PHONE (A/C, No, Ext): (402)434-7200 E-MAIL ADDRESS: mrobison@unicogroup.com	FAX (A/C, No): (402)434-7272	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Terry Neemann & Sons, Inc. Sprague Roofing Inc. 1121 High Street, Suite B Lincoln NE 68502	INSURER A: Midwest Family Mutual Ins Co.		23574
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 18-19 GLAU UMB WC

REVISION NUMBER:

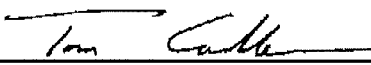
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ACNE0560098143	10/23/2018	10/23/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 2,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CANE0560098144	10/23/2018	10/23/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUNE0560098146	10/23/2018	10/23/2019	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WCNE0560098145	10/23/2018	10/23/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status prior to a loss. The blanket endorsement provides additional insured status for the City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission as required.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln, Lancaster County, Lincoln- Lancaster County Public Building Commission 555 So. 10th Street Lincoln NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**BLANKET ADDITIONAL INSURED –
PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the Businessowners Coverage Form.

- A. Section C "Who Is An Insured" is amended as follows:
3. Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or a written agreement, but only with respect to liability for bodily injury, property damage or personal and advertising injury cause in whole or in part by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf; and resulting from;
 - a. Your ongoing operations performed for the additional insured
 - b. Your work completed as included in the products completed operations hazard performed for the additional insured.
- B. However, regarding of provisions A above:
1. We will not extend insurance coverage to any additional insured or organization
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement.
 2. We will not provide Limits of Insurance to any additional insured or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- C. The insurance provided to the additional insured person or organization does not apply: Bodily injury, property damage, or personal and advertising injury arising out of our 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 of orders or drawings and specifications; and
 2. Supervisory inspection, architectural or engineering activities
- D. For the coverage provided by this endorsement:
1. The insurance is primary insurance as respects our coverage for the additional insured person or organization where the written contract or written agreement requires this insurance by primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
 2. This insurance is excess over any other insurance, whether primary, excess, contingent or an any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same occurrence, claim or suit. This provision does not apply to any policy which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Form	Edition	Description	Ded	Limit	Premium
MFMWC001	12-10	Limited Other States Insurance Endorsement			
NWCCFRM1	12-11	Employers First Report of Injury or Illness			
PRIV NTC	03-18	Privacy Policy Notice			
WC000000	07-11	WC000000B - Workers Comp and Employers Liab			
WC0111	07-01	Workers Comp & Employers Liability Insurance			
WC000403	04-84	Experience Rating Modifier			
WC000406	08-84	Premium Discount Endorsement			
WC000414	07-90	Notification of Change in Ownership			
WC000421	01-15	Catastrophe Premium Endorsement			
WC000422	01-15	TRIPRA Disclosure Endorsement			
WC260401	05-17	NE Experience Rating Modification Factor End			
WC260403	05-17	NE Experience Rating Modification Factor Rev			
WCK-12-1	02-96	Work Comp Reporting Tips			
MFM-WC-D	03-13	Variable Dividend Plan D			
MFMIL004	07-10	Earlier Notice of Cancellation/NonRenewal			
WC000308	04-84	Partners/Officer/Other Exclusion Excluded Officer(s): CHRISTY NEEMANN Excluded Officer(s): TERRY NEEMANN			
WC000313	04-84	Waiver of Our Right to Recover from Others BLANKET APPLIES			

WC 00 00 01-18

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement
Insured

Effective Policy No.
WCNE0560098145

Endorsement No.
Premium

Insurance Company

Countersigned by _____

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (hereinafter referred to as the "Agreement") is made this 17th day of October 2018 between Terry Neemann & Sons, Inc., a Nebraska corporation ("Buyer"), and Sprague Roofing Co., a Nebraska corporation ("Seller").

In consideration of the mutual covenants of the parties delineated in this Agreement, Seller and Buyer agree as follows:

1. **Sale of Business Assets.** Seller is primarily engaged in the commercial roofing business in the State of Nebraska (the "Business"). Except for the assets specifically excluded on Exhibit F, Seller shall sell, assign, and deliver to Buyer and Buyer shall purchase and accept, at Closing, all tangible personal property owned by Seller and used in the Business (the "Tangible Personal Property"), all intangible personal property owned by Seller and used in the Business (the "Intangible Personal Property", and together with the Tangible Personal Property, the "Personal Property"), and all real property owned by Seller and used in the business (the "Real Property", and together with the Personal Property, the "Property"). All Personal Property shall be transferred from Seller to Buyer via a Bill of Sale. Except for the assets listed on Exhibit F, the Real Property and the Personal Property, collectively the "Property" must be sold and transferred together to Buyer such that Buyer cannot elect to purchase some, but not all, of the property after conducting Buyer's due diligence as permitted herein. A description of the Property is articulated in greater detail as follows:

(a) **Tangible Personal Property.** Except for the property excluded on Exhibit F, the Tangible Personal Property consists of all tangible personal property which Seller has any right, title, or interest, inchoate or otherwise, of every kind and description, wherever located, including but not limited to, equipment, trucks, vehicles, trailers, tools, inventory, and equipment. The Tangible Personal Property included in this sale shall be identified as completely as possible in Exhibit A, which Exhibit shall be attached to this Agreement, initialed and dated by both parties, and fully incorporated herein by this reference, on or before the Closing. Buyer shall be responsible for the registration, fees and taxes due on all motor vehicles to transfer title. The Seller shall bear all costs for the personal property taxes (if any) for and attributable to any year before Closing; personal property taxes relative to the Personal Property for the year of Closing shall be prorated to the date of Closing and for that portion of the year prior to Closing, the taxes shall be paid by Seller, unless a credit is provided to Buyer at Closing in an agreeable, appropriate amount, in which case such taxes shall be paid by Buyer when they become due. The Tangible Personal Property includes all tangible personal property of Seller regardless of whether such property is listed on Exhibit A, except to the extent such property is specifically excluded in Exhibit F.

(b) **Intangible Personal Property.** The Intangible Personal Property consists of all intangible personal property used and/or developed in the Business, including but not limited to all patents, trademarks, copyrights, goodwill, customer lists, purchase orders, designs, technical and research data, creative materials, studies, reports, engineering plans and/or concepts, contract rights, any and all permits that Seller or Seller's shareholder has obtained with respect to Seller's

business to the extent that said contract rights and permits are assignable by Seller, the right to use the names and/or logos of Sprague Roofing Co., or any similar name or names used in connection with the Business, and all other names, logos, likenesses, and intellectual property assets, and any business phone or fax numbers, websites, email addresses, or Facebook pages. The Intangible Personal Property included in this sale shall be identified in Exhibit B, which Exhibit B shall be updated and attached to this Agreement, initialed and dated by both parties, and fully incorporated herein by this reference, on or before the Closing. The Intangible Personal Property includes all intangible personal property of Seller regardless of whether such property is listed on Exhibit B, except to the extent such property is specifically excluded in Exhibit F.

(c) **Possession.** The parties agree that Buyer shall be entitled to possession of the Personal Property at the time of Closing. If, after the preparation of the Exhibits and prior to the transfer of title and possession, any Personal Property shall become materially damaged, be destroyed, removed by Seller, or otherwise be unavailable for transfer to Buyer in good and working condition, the parties agree that the Purchase Price shall be adjusted as agreed to by the Parties in good faith. Prior to the transfer of title and possession as provided in this paragraph, the risk of loss of any of the Personal Property shall remain with the Seller.

(d) **Work in Progress.** Not later than three (3) days prior to Closing, Seller shall provide a list of work in progress, which will be billed and collected by Buyer (to the extent not already billed by Seller prior to closing) after Closing, and pro-rated between Buyer and Seller based on the value of the work performed prior to and after Closing and contingent upon actual collection by Buyer. Buyer will utilize commercially reasonable efforts to promptly collect funds due for work in progress as described on Exhibit C. To the extent that Buyer fails to do so, Seller may utilize commercially reasonable efforts to collect all funds due for work in progress and shall pro rate the proceeds as stated herein. Seller is entitled to all proceeds for all work performed by Seller prior to Closing, and Buyer is entitled to all proceeds for all work performed by Buyer on and after Closing. This list of work in progress shall be designated as Exhibit C, initialed and dated by both parties, and incorporated into this Agreement by this reference as if fully set forth herein, and shall not include any accounts receivable ("Accounts Receivable"). For clarity, invoices dated as of the Date of Closing or later are for the account of Buyer (subject to any proration for existing work in progress as set forth on Exhibit C) and invoices dated prior to the Date of Closing are for the account of Seller. In addition to warranties provided elsewhere in this Agreement, Seller warrants and represents that to the best of Seller's knowledge, there are no disputes or other unresolved issues that would prevent collection by Buyer of the work in progress included on Exhibit C. Seller also represents that, upon execution of this Agreement, Seller shall collect all of its outstanding Accounts Receivable in the ordinary course of business and pursuant to the accepted practice and course of dealing. Regardless of whether collected prior to after Closing, all accounts receivable generated by Seller for work performed by Seller prior to the date of Closing shall remain the sole property of Seller and will not be transferred or credited to Buyer. Upon Buyer's receipt of Accounts Receivable for work performed by Seller prior to the Date of Closing, Buyer shall forward said Account(s) Receivable in full to Seller immediately.

Resolution

CONTRACT DOCUMENTS

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

**Unit Price
Roofing Services
Bid No. 16-294**

**Sprague Roofing Company
3515 North 39th Street Circle
Lincoln, NE 68504
402-467-1949**

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

THIS CONTRACT, made and entered into by and between Sprague Roofing Company, 3515 North 39th Street Circle, Lincoln, NE 68504, hereinafter called the Contractor, and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

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

Roofing Services, Bid No. 16-294

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 Response, a copy thereof being attached to and made a part of this Contract.

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

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

Agreement to full proposal.

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

"Contracted Vendors" shall mean all vendors who contract or who have contracted with the Owners pursuant to Bid No. 16-294 for Unit Price - Roofing Services. "Contracts" shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 16-294 for Unit Price - Roofing Services.

The Owners will pay for products/service, according to the Line Item pricing as listed in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract, and the quote submitted for each project on the Unit Price Quote Sheet. The Owners shall order on an as-needed basis for the duration of the contract. The expenditures for contracts for City Departments shall not exceed \$150,000.00 during the contract term without approval by the City. The expenditures for contracts for County agencies shall not exceed \$60,000.00 during the contract term without approval by the Board of Commissioners. The expenditures for contracts for the Public Building Commission shall not exceed \$150,000.00 during the contract term without approval by the Board of the Public Building Commission.

3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. GUARANTEE: The Purchasing Division will require a \$50,000.00 Performance and Payment Bond from this Contractor for the duration of the Contract.
6. ASSIGNMENT: This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.
7. TERMINATION FOR CAUSE
 - a) The Owners may terminate the Contract if the Contractor:
 1. Refuses or fails to supply enough properly skilled workers or proper materials;
 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 4. Otherwise commits a substantial breach of any provision of the Contract Documents.
 - b) When any of the above reasons exist, the Owners without prejudice to any other rights or remedies of the Owners may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition the Owners may (subject to any prior rights of the surety):
 1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 2. Accept assignment of subcontracts; and
 3. Finish the Work by whatever reasonable method the Owners may deem expedient.

- c) If the Contract is terminated by Owners as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by Owners.
- d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for Owners staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to Owners.
- e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of the Owners.
- f) No termination or action taken by Owners after termination shall prejudice any other rights or remedies of Owners provided by law or by the Contract Documents upon such termination; and Owners may proceed against Contractor to recover all losses suffered by Owners.

7b. TERMINATION BY THE OWNERS FOR CONVENIENCE

- a) The Owners may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.
- b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the Owners shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.
- c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
 1. Discontinue the Work to the extent specified by the Owners;
 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, the Owners has directed not to be discontinued;
 3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the Owners of all orders and subcontracts not related to that portion of the Work, if any, the Owners have directed not to be discontinued;
 4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.
- d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- e) Upon termination, the Owners shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by the Owners. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, the Owners may direct the Contractor to deliver such goods to the Site or to such other place as the Owners may reasonably determine, whereupon the Owners shall pay to the Contractor the cost for such goods and materials.
- f) Upon such termination, Owners shall pay to Contractor the sum of the following:
 1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
 2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
 3. Any proven losses with respect to materials and equipment directly resulting from such termination.
 4. Reasonable demobilization costs.

- g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Owners pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.
8. 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.
9. OWNER INCLUSION. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
10. AUDIT PROVISION: The Contractor shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Building Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.
11. PERIOD OF PERFORMANCE. This Contract shall be effective upon execution by all parties. The term of the Contract shall be effective March 1, 2017 through February 28, 2019 with the option to renew for two (2) additional two (2) year terms upon mutual consent of all parties.
12. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Terms
 2. Construction Bonds
 3. Certified Statement
 4. Employee Classification Act Affidavit
 5. Accepted Proposal
 6. Unit Price Quote Sheet
 7. Insurance Certificate with Endorsements
 8. Specifications
 9. Addendums No. 1 and 2
 10. Insurance Requirements
 11. Instructions to Bidders
 12. Notice to Bidders
 13. Sales Tax Exemption Forms 13 & 17
(Note: These forms cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

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

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

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

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

Vendor Signature Page

CONTRACT
Unit Price
Roofing Services
Bid No. 16-294
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Sprague Roofing Company

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Handwritten signature of Debbie Deken, Secretary, with Seal

Sprague Roofing Company
Name of Corporation

3515 N. 39th St. Cir., Lincoln, NE 68504
Address

By: [Handwritten Signature]
Duly Authorized Official

Vice President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By:
Member

By:
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

**CONTRACT
Unit Price
Roofing Services
Bid No. 16-294
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Sprague Roofing Company**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier

City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler

Chris Beutler, Mayor

Approved by Resolution No. 90264

dated 3-2-17

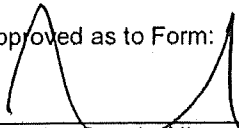
Lancaster County Signature Page

CONTRACT
Unit Price
Roofing Services
Bid No. 16-294

City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Sprague Roofing Company

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:



Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

Jennifer J. Siskma

Bob Schorr

Todd Wiley

Bill Hing

Karla Schurr

dated 2/21/17

Lincoln-Lancaster County Public Building Commission
Signature Page

**CONTRACT
Unit Price
Roofing Services
Bid No. 16-294
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Sprague Roofing Company**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Jeffery R. Alvarado
Public Building Commission Attorney

Jane Raphael
Chairperson, Public Building Commission

dated 2/14/17

COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

A. GENERAL INFORMATION

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

Construction Performance Bond
Construction Payment Bond

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

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

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

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

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

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

B. COMPLETING THE FORMS

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

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

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

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

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

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

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

CONTRACTOR (Name and Address):

**Sprague Roofing Co
3515 North 39th Street Circle
Lincoln, NE 68504**

**SURETY (Name and Principal
Place of Business):**

**Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498**

Owner (Name and Address):

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

CONSTRUCTION CONTRACT

Date:

Amount: \$50,000.00

Description (Name and Location):

**For all labor, material and equipment necessary for Unit Price - Roofing Services,
Bid No. 16-294 (For the term of the contract effective March 1, 2017 through February 28, 2019)**

BOND

Date: January 17, 2017

Amount: \$50,000.00

Modifications to this Bond Form: None

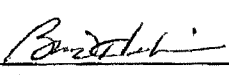
CONTRACTOR AS PRINCIPAL


Company: (Corp. Seal)

**Sprague Roofing Co
3515 North 39th Street Circle
Lincoln, NE 68504**

SURETY

**Company: (Corp. Seal)
MERCHANTS BONDING COMPANY (MUTUAL)**

**Signature:  / Vice President
Name and Title:**

**Signature: 
Name and Title: Robert T. Cirone, Attorney-in-Fact**

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

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

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

Sprague Roofing Co
3515 North 39th Street Circle
Lincoln, NE 68504

SURETY (Name and Principal Place
Of Business):

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498

Owner (Name and Address):

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

CONSTRUCTION CONTRACT

Date:

Amount: \$50,000.00

Description (Name and Location):

For all labor, material and equipment necessary for Unit Price - Roofing Services,
Bid No. 16-294 (For the term of the contract effective March 1, 2017 through February 28, 2019)

BOND

Date: January 17, 2017

Amount: \$50,000.00

Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Sprague Roofing Co
3515 North 39th Street Circle
Lincoln, NE 68504

SURETY

Company: (Corp. Seal)
MERCHANTS BONDING COMPANY (MUTUAL)

Signature: *Bondt* / Vice President
Name and Title:

Signature: *Robert T. Cirone*
Name and Title: Robert T. Cirone, Attorney-in-Fact

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

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
 4. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
5. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.

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

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - NAME, ADDRESS AND TELEPHONE)
 AGENT OR BROKER: OWNER'S REPRESENTATIVE (ARCHITECT, ENGINEER OR OTHER PARTY)
 Gene Lilly Surety Bonds, Inc.
 735 S. 56th St., Lincoln, NE 68510 (402-475-7700)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jacob J Buss; James M King; Robert T Cirone; Suzanne P Westerholt; Thomas L King

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

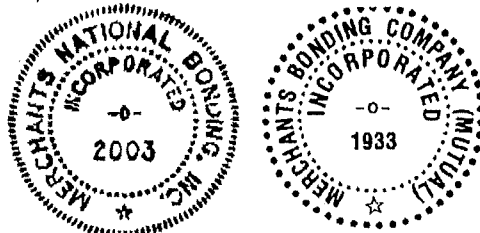
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of July, 2015.



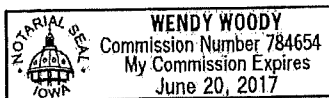
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Polk ss.

On this 20th day of July, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

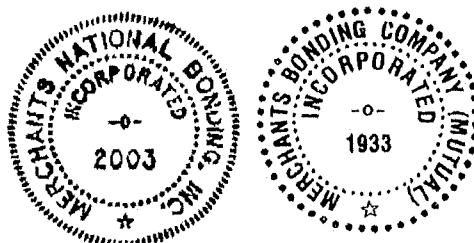


Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of January, 2017.



William Warner Jr.
Secretary

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

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Brad Hershiser, do hereby certify that all equipment to be used on Bid No. 16-294, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

DATED this 20th day of January, 2017.

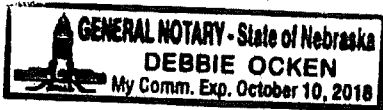
By: *Brad Hershiser*

Title: *Vice President*

STATE OF NEBRASKA)
)ss.
COUNTY OF Lancaster)

On January 20, 2017, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Brad Hershiser, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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



(SEAL)

Debbie Ocken
Notary Public

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

UNIT PRICE QUOTATION

This Document Is Required For All Unit Price Projects

Unit Price - Roofing Service, Bid No. 16-294

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE: _____
FROM (CONTRACTOR): Sprague Roofing Company AWARD LEVEL: 3
PROJECT DESCRIPTION: _____

Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST TABLE

CONTRACTOR	per hr. rate	Estimated # Hours	Estimated Total
Supervisor, Superintendent or Foreman	\$100.00		
Skilled Roofer - Certified Installer	\$90.00		
Roofer	\$85.00		
Laborer	\$80.00		
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	Estimated Total
Total Rental Equipment Costs		15%	
Total Materials Cost		25%	
Total Shipping/Freight Cost			

SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% of Markup	Estimated Total
Sub No. 1		10%	
Sub No. 2		10%	

TOTAL ESTIMATED COST -- NOT TO EXCEED:

\$ _____

FIRM: _____

BY: _____

ADDRESS: _____

APPROVED BY: _____

Department Agency/Rep

PHONE NO: _____

DATE: _____

Change Order #: _____
Accepted: _____
Not Accepted: _____

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Suzanne Ideus Asst. Purchasing Agent	Address	Purchasing\City & County	Address
Email	SMIdeus@lincoln.ne.gov		440 S. 8th St.	Contact
Phone	(402) 441-7414		Lincoln, NE 68508	Department
Fax	(402) 441-6513	Contact	Suzanne Ideus, Assistant Purchasing Agent	Building
Bid Number	16-294 Addendum 2			Floor/Room
Title	Unit Price - Roofing Service	Department		Telephone
Bid Type	Bid	Building		Fax
Issue Date	11/23/2016 03:10 PM (CT)			Email
Close Date	12/14/2016 12:00:00 PM (CT)	Floor/Room		
		Telephone	1 (402) 441-7414	
		Fax	1 (402) 441-6513	
		Email	SMIdeus@lincoln.ne.gov	

Supplier Information

Company Sprague Roofing Company
 Address 3515 North 39th Street Circle

 Lincoln, NE 68504
 Contact Gregory Sprague
 Department
 Building
 Floor/Room
 Telephone (402) 467-1949
 Fax (402) 467-4212
 Email gmsprague@spragueroofing.com
 Submitted 12/14/2016 10:09:06 AM (CT)
 Total \$355.00

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

Signature Gregory Sprague Email gmsprague@spragueroofing.com

Supplier Notes

Bid Notes

Vendors are invited to attend the Unit Price Coordination Meeting on Thursday, December 1, 2016 at 10:00 a.m. at the City/County Council Chambers, 555 So. 10th Street, Lincoln, NE, 1st Floor, to familiarize themselves with the scope of the work for the various types of work to be performed, information on how to submit the required bid and contract documents, and the particularities of the City/County Unit Price process.

All Vendors are strongly encouraged to attend as there are requirements which deviate from previous Unit Price bids and contracts.

Purchasing Staff will be available to answer questions and assist with E-bid registration and bid submission.

Bid Activities

Date	Name	Description
12/1/2016 10:00:00 AM (CT)	Unit Price Coordination Meeting - Thursday, December 1, 2016 at 10:00 a.m. at the City/County Council Chambers, 555 So. 10th Street, 1st Floor, Lincoln, NE	Vendors are invited to attend the Unit Price Coordination Meeting on Thursday, December 1, 2016 at 10:00 a.m. at the City/County Council Chambers, 555 So. 10th Street, Lincoln, NE, 1st Floor, to familiarize themselves with the scope of the work for the various types of work to be performed, information on how to submit the required bid and contract documents, and the particularities of the City/County Unit Price process. All Vendors are strongly encouraged to attend as there are requirements which deviate from previous Unit Price bids and contracts. Purchasing Staff will be available to answer questions and assist with Ebid registration and bid submission.

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Contract Threshold Amount	Vendors may contract for one of three levels as shown in Section 1.3 of the Specifications. Vendors must indicate in this section what threshold level they will contract for: \$0-\$10,000.00 \$0-\$25,000.00 \$0-\$50,000.00	\$0-\$50,000.00
2	Instructions to Bidders	I acknowledge reading, understanding and agree to the Instructions to Bidders.	Yes
3	Specifications	I acknowledge reading, understanding and agree to the specifications.	Yes
4	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
5	Insurance Requirements	I acknowledge reading, understanding and agree to the Insurance Requirements.	Yes
6	Emergency Services	Is your company willing and able to provide emergency services at any time of the day or night? YES or NO If YES, please list the contact person and phone number for these services: _____ If you are willing to provide emergency services, will your rate change from what is listed in the Line Items? YES or NO _____ If YES, please provide the rate increase by a percentage or attach on Company letterhead the specific rate for each Line Item. Emergency services are defined as those services which are specifically required after normal business hours (5:00pm - 7:00am). The City will not allow added cost when the Vendors time is outside the normal business hours due to scheduling issues with the Vendor.	No

7	Performance/Payment Bonds	I acknowledge and accept that a Performance Bond and Payment Bond will be required upon award of contract for those companies selecting the Level 2 - \$25,000 and Level 3 - \$50,000 thresholds.	Yes
8	Percentage Markup of Material, excluding freight	Percentage Markup of Material, Excluding Freight ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the material type AND cost of material from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	25%
9	Percentage Markup of Rental Equipment	Percentage Markup of Rental Equipment ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the equipment type AND cost of equipment from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	15%
10	Percentage Markup of all Subcontractor Costs	Percentage Markup of Subcontractor Costs ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the amount charged by Subcontractor may be requested with the final invoice to verify quoted price.	10%
11	Purchase Order, Contract and Delivery Contact	The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.	Greg Sprague or Debbie Ocken
12	Sample Contract	I acknowledge reading, understanding and agree to the sample contract.	Yes
13	Municipal Construction Code	I acknowledge reading and understanding the City of Lincoln Standard Specifications for Municipal Construction 2011, or the most updated version, and will follow all applicable requirements unless specifically required by the department to follow another guideline which takes precedence. Document may be viewed at: http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/pdf/2011-spec-book.pdf?2016	Yes
14	U.S. Citizenship Attestation	Is your company legally considered an Individual or Sole Proprietor: YES or NO 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	No

may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

15	Renewal is an Option	Contract Extension Renewal is an option.	Yes
16	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
17	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
18	Unit Price Quotation Form	I acknowledge reading, understanding and agree to the Unit Price Quotation Form.	Yes
19	Reference Request	Vendors who have not performed the types of services in this bid for the City, County of PBC in the last five (5) years shall attach References on Company letterhead to the Response Attachment section of this bid as requested in the Specifications.	(No Response Required)
20	Contract Term & Rate Increases	The original term of the contract will be effective March 1, 2017 through February 28, 2019 with an option to renew for two (2) additional two (2) year terms upon mutual consent of all parties. I acknowledge and agree to the terms for rate increases according to Section 1.15 of the Specifications.	Yes
21	Contact	Name of person submitting this bid:	Greg Sprague or Debbie Ocken
22	Electronic Signature	Please check here for your electronic signature.	Yes
23	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
24	Additional Insurance Information	I acknowledge reading and understanding the insurance requirements associated with the completion of the Certificate of Accord and Additional Insured Endorsement as shown in the Insurance Instructions and Samples document. I agree to provide this information to the company insurance agent to ensure that they can meet these requirements prior to the execution of contract documents upon award by the Owners.	Yes
25	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	HR	Supervisor, Superintendent, or Foreman Enter the Labor Rate per "Hour"	\$100.00
Item Notes:				LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.
Supplier Notes:				
2	1	HR	Skilled Roofer-Certified Installer Enter the Labor Rate per "Hour"	\$90.00
Item Notes:				LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.
Supplier Notes:				
3	1	HR	Roofer Enter the Labor Rate per "Hour"	\$85.00
Item Notes:				LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.
Supplier Notes:				
4	1	HR	Laborer Enter the Labor Rate per "Hour"	\$80.00
Item Notes:				LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.
Supplier Notes:				
				Response Total: \$355.00

**CITY OF LINCOLN, LANCASTER COUNTY, CITY OF LINCOLN-LANCASTER
COUNTY PUBLIC BUILDING COMMISSION
UNIT PRICE QUOTATION**

This Document Is Required For All Unit Price Projects

Unit Price - Roofing Service, Bid No. 16-294

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE: _____

FROM (CONTRACTOR): Sprague Roofing Company **AWARD LEVEL: 3**

PROJECT DESCRIPTION: _____

Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST TABLE

CONTRACTOR	per hr. rate	Estimated # Hours	Estimated Total
Supervisor, Superintendent or Foreman	\$100.00		
Skilled Roofer - Certified Installer	\$90.00		
Roofer	\$85.00		
Laborer	\$80.00		
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	Estimated Total
Total Rental Equipment Costs		15%	
Total Materials Cost		25%	
Total Shipping/Freight Cost			

SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% of Markup	Estimated Total
Sub No. 1		10%	
Sub No. 2		10%	

TOTAL ESTIMATED COST -- NOT TO EXCEED:

\$	
----	--

FIRM: _____

BY: _____

ADDRESS: _____

APPROVED BY: _____

Department Agency/Rep

PHONE NO: _____

DATE: _____

Change Order #: _____
Accepted: _____
Not Accepted: _____

**SPECIFICATIONS
UNIT PRICE – ROOFING SERVICES**

1. SCOPE OF CONTRACT

- 1.1 It is the intent of Lancaster County, Nebraska; the City of Lincoln/Lancaster County Public Building Commission; and the City of Lincoln (hereinafter referred to as "Owners"), to retain qualified contractors for Unit Price Roofing Services.
- 1.2 Unit Price Projects are designed to provide construction type services (primarily repair and maintenance) which range from \$0 - \$50,000.00 without issuing additional informal or formal bids.
- 1.3 Contracts will be awarded to Vendors based on their level of interest and ability/desire to provide bonding and insurance as required for the various thresholds. Thresholds are based on State Statute, the County Purchasing Act and City Code.
- 1.3.1 Contracts reflecting the following thresholds will be issued as follows:
- Level 1 - Individual Project Amount — \$0 - \$9,999.00**
- No Bonds required
 - Insurance Required
 - Vendors can only quote projects up to the maximum amount - No exceptions
 - Completion of a Unit Price Quote Sheet is required.
 - The number of individual projects up to the maximum amount is unlimited.
- Level 2 - Individual Project Amount — \$0 - \$25,000.00**
- Performance and Payment Bonds Required for \$25,000.00
 - Insurance Required
 - Vendors can only quote projects up to the maximum amount - No exceptions
 - Completion of a Unit Price Quote Sheet is required.
 - Vendors may quote projects in Level 1 and Level 2.
 - The number of individual projects up to the maximum amount is unlimited.
- Level 3 - Individual Project Amount — \$0 - \$50,000.00**
- Performance and Payment Bonds Required for \$50,000.00
 - Insurance Required
 - Vendors can only quote projects up to the maximum amount - No exceptions
 - Completion of a Unit Price Quote Sheet is required.
 - Vendors may quote projects in Level 1, Level 2 and Level 3.
 - The number of individual projects up to the maximum amount is unlimited.
- 1.3.2 Vendors must maintain the required bond amount (if applicable) and insurance for the entire term of the contract including all renewals. Failure to submit bonds and insurance prior to expiration are subject to termination.
- 1.4 It is estimated that the yearly expenditures for this service for all departments/agencies of the Owners is \$175,000.00.
- 1.4.1 There are several projects planned for the upcoming contract term estimated to exceed \$25,000.00
- 1.5 This contract is for **NON- FEDERAL** funded projects only.
- 1.6 Contract will be awarded to the Vendor/s whose bid substantially meets all of the required specifications, duties, terms and conditions as defined in this request and whose pricing is determined to be fair and reasonable according to comparisons of other bidders and the need for additional Vendor/s for the services.
- 1.7 Contracts will be effective March 1, 2017 through February 28, 2019 with an option to renew for two (2) additional two (2) year terms upon mutual consent of all parties.
- 1.8 Any deviation from these Specifications or any other bid document must be documented on Company Letterhead and attached to the Supplier Response section of your Ebid response.

- 1.9 Vendor must submit their bid and all attachments via the City/County Ebid system.
 - 1.9.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Dept.
 - 1.9.2 To register, go to the City of Lincoln website; lincoln.ne.gov
type bid in search box
click on "supplier registration"
follow instructions to completion.
- 1.10 All inquiries regarding these specifications shall be directed via e-mail request to the Purchasing Department at purchasing@lincoln.ne.gov.
 - 1.10.1 Reference the Bid Number in the Subject line of the email.
 - 1.10.2 These inquiries and/or responses shall be distributed to prospective Vendors as an electronic addenda if applicable.
 - 1.10.3 All inquiries must be submitted to the Purchasing Office five (5) calendar days prior to the bid opening.
 - 1.10.4 Vendors are not allowed to discuss this bid with any Owner employee or elected official other than the City/County Purchasing Staff through the award process.
 - 1.10.4.1 Failure to follow this requirement may result in immediate disqualification of your bid.
- 1.11 An awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.12 **Vendors are invited to attend the Unit Price Coordination Meeting on Thursday, December 1, 2016 at 10:00 a.m. at the City/County Council Chambers, 555 So. 10th Street, Lincoln, NE, 1st Floor, to familiarize themselves with the scope of the work for the various types of work to be performed, information on how to submit the required bid and contract documents, and the particularities of the City/County Unit Price process.**
 - 1.12.1 **All Vendors are strongly encouraged to attend as there are requirements which deviate from previous Unit Price bids and contracts.**
- 1.13 The Construction Administrator for each project will be determined at the time the Unit Price Quote sheet is executed by the Owners.
- 1.14 Vendor shall maintain existing functions and utilities at the construction site and protect the general public, employees, public facilities, and buildings against damage during all portions of each project.
 - 1.14.1 Any damage done to any part of the Owners property which is not part of the predetermined construction will be immediately repaired by the Vendor at no charge to the Owners or Public.
 - 1.14.2 Vendor shall not store construction products, tools or supplies in an area other than what is designated as a staging area by the Construction/Contract Administrator.
- 1.15 No increase in labor rates or markup percentages will be allowed during the first year of the contract period unless significant economic conditions develop during that time.
 - 1.15.1 Any fluctuation in the labor market and/or markup calculations will be taken into consideration upon receipt of a detailed explanation submitted on company letterhead which provides specific reasons for the increase and a reference to an Economic Index which justifies such request.
 - 1.15.1.1 Economic indexes include, but are not limited to, PPI, CPI, etc.
 - 1.15.1.2 Requests for an increase during the remaining period of the contract shall also be established and determined using the requirements of 1.15.1 and 1.15.1.1
- 1.16 Payment shall be made by Owner within 30 days from receipt of invoice from Vendor.
 - 1.16.1 Owner will verify that all costs on invoice do not exceed the estimate on the Unit Price Quotation Sheet prior to approving payment.

2. CONTRACT AND INSURANCE

- 2.1 Within ten (10) calendar days after the award of bid the Contractor(s) must execute a written Unit Price Construction Contract between the Contractor and the Owners which includes the required Performance/Payment Bonds (if applicable), insurance and any other documentation requested in the bid.
 - 2.1.1 Vendor must furnish insurance documents with the executed contract in accordance with the "Insurance Clause for All City of Lincoln, Lancaster County and Public Building Commission Contracts."
 - 2.1.1.1 Specific insurance requirements include, but are not limited to, additional insured, builders risk and work comp endorsements.

3. REQUIREMENTS – ROOFING SERVICES

- 3.1 Awarded Vendors shall perform work according to the City of Lincoln Standard Specifications for Municipal Construction 2011, or the most updated version, unless specifically required by the department to follow another guideline which takes precedence over the bid documents.
 - 3.1.1 Exclusions include liquidated damages unless otherwise addressed with the Contract Administrator.
- 3.2 Vendor shall be responsible for acquiring and paying for all permits, fees and licenses associated with the work to be done according to the Unit Price Quote Sheet.
 - 3.2.1 Permit, fees, and license costs shall be added to the Unit Price Quote Sheet prior to approval by the Owners.
- 3.3 Contracted Vendors for this service will be notified via email or phone by the Owners Contract Administrator.
 - 3.3.1 Vendor has 48 hours to respond via email or phone to the request for a Unit Price Quote by the Owner to schedule a day and time to view the job.
 - 3.3.1.1 Failure to reply to a Quote request within 48 hours will allow the Owner to select from the respondents who did reply.
 - 3.3.1.2 Vendors who do not submit quotes or complete work as scheduled and required shall be subject to a Vendor Performance Meeting to discuss the situation and develop a strategy for compliance in the future.
- 3.4 The Owners are requesting that all Unit Price Contractors be available to perform services during unforeseen emergency situations such as natural or man-made disasters.
 - 3.4.1 Vendors shall indicate in the Attribute section if they are willing to be available for these emergency services, and if so, at what rates.

4. BIDDER QUALIFICATIONS

- 4.1 Bidders must be registered in accordance with the current Lincoln Municipal Code.
- 4.2 Bidders who have not provided similar services for the Owners in the last five (5) years shall attach a list of references for similar projects with their bidding documents.
 - 4.2.1 Vendors submitting references shall include a minimum of three (3) for similar projects completed in the last five (5) years.
 - 4.2.2 References shall include: name, contact person, email address, telephone number, and type of work performed.
 - 4.2.3 References may be attached to the Response Attachment section of the Ebid response.

5. UNIT PRICE QUOTE SHEETS

- 5.1 Awarded Vendors will be required to complete a not-to-exceed project estimate using the Unit Price Quote Sheet for each project requested by the Owners.
- 5.2 Unit Price Quotes Sheets are not-to-exceed estimates of the project cost and may not reflect the exact invoice amount submitted for payment.

- 5.2.1 Vendors who over-estimate their cost will only be paid for the work actually performed to complete the project.
- 5.2.2 In the event the Vendor discovers unforeseen circumstances associated with the completion of the project, additional cost according to the rates in the Unit Price Quote Sheet may be charged with the approval of the Construction Administrator up to the maximum amount of the Unit Price Contract.
- 5.3 Unit Price Quote Sheet job positions, terms, and rates are extracted from the bid response submitted by each Vendor in the Ebid system.
- 5.4 Information in the bid which transfers to the Unit Price Quote Sheet must include labor, materials, rentals, overhead, profit, licenses, fees, permits and any other charges associated with the completion of the work.
 - 5.4.1 Vendors may not deviate from the pricing or terms in the Bid or Unit Price Quote Sheet.
 - 5.4.2 In the event a Vendor has a fee that is not specifically called out in the Line Items, the Vendor shall incorporate that fee into other Line Items.

6. **CLEAN UP**

- 6.1 The Vendor shall be responsible for keeping the premises free of waste, materials or debris resulting from operations or the operations of subcontractors on a daily basis.
- 6.2 The Vendor shall remove equipment, waste and surplus materials from the premises when the need for keeping them on the job no longer exists.
- 6.3 The Vendor shall make every effort to recycle any and all material being disposed when it is economical to do so.

7. **EVALUATION AND AWARD**

- 7.1 The Owners will award contract/s to Vendors who have:
 - 7.1.1 Completed documentation as requested and submitted with bid.
 - 7.1.2 Favorable references in this type of construction field.
 - 7.1.3 Hourly rates and other cost factors which are deemed to be fair and reasonable compared to other bids submitted and base rate for service in the County.
- 7.2 The Owners intend to award to multiple Vendors for the requested services in most cases in order to ensure a competitive market is in place for each project, and companies are available on an as-needed basis throughout the year.

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

UNIT PRICE QUOTATION

This Document Is Required For All Unit Price Projects

Unit Price - Roofing Service, Bid No. 16-294

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE: _____
 FROM (CONTRACTOR): _____ AWARD LEVEL: _____
 PROJECT DESCRIPTION: _____

Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	_____
Number of Days to Complete	_____

LABOR COST TABLE

CONTRACTOR	per hr. rate	Estimated # Hours	Estimated Total
Supervisor, Superintendent or Foreman	_____	_____	_____
Skilled Roofer - Certified Installer	_____	_____	_____
Roofer	_____	_____	_____
Laborer	_____	_____	_____
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	Estimated Total
Total Rental Equipment Costs	_____	_____	_____
Total Materials Cost	_____	_____	_____
Total Shipping/Freight Cost	_____	_____	_____

SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% of Markup	Estimated Total
Sub No. 1	_____	_____	_____
Sub No. 2	_____	_____	_____

TOTAL ESTIMATED COST -- NOT TO EXCEED:

\$ _____

FIRM: _____

BY: _____

ADDRESS: _____

APPROVED BY: _____

Department Agency/Rep

PHONE NO: _____

DATE: _____

Change Order #: _____
Accepted: _____
Not Accepted: _____

ADDENDUM #1
Issue Date: 11/29/16
SPECIFICATION NO.16-294
FOR
UNIT PRICE - ROOFING SERVICES

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

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

1. Additional Insurance Information has been added to the Bid Attachment section of E-bid.

2. New items have been added in the Attribute Section of E-bid.

All other terms and conditions shall remained unchanged
Dated this 29th day of November 2016

Suzanne Ideus
Assistant Purchasing Agent

INSURANCE INSTRUCTIONS AND SAMPLES

The City, County and Public Building Commission recently changed the insurance requirements for all contracts where insurance is required. Please note that coverage amounts and other terms are now consistent for all three entities. Contracts issued under this bid must now have a Certificate of Accord and Endorsement for Additional Insured completed as shown in the attached Sample documents. Please make special note of the following:

Certificate of Liability Insurance – The Description of Operations and Certificate Holder boxes must be completed exactly as shown in the SAMPLE attached. All other information including coverage amounts must also be completed as listed in the Insurance Requirements document. Failure to complete this document as required will result in a delay in getting contracts issued until the proper information has been received.

Additional Insured Endorsement – The Name of Person or Organization MUST be completed exactly as shown in the SAMPLE attached. The Company Name and Policy Number must be completed as well. Failure to complete this document as required will result in a delay in getting contracts issued until the proper information has been received.

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

Thank you.
City/County Purchasing

ADDENDUM #2
Issue Date: 12/08/16
SPECIFICATION NO.16-294
FOR
UNIT PRICE - ROOFING SERVICES

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

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

- Q. Is there a possibility of the City issuing a "Vendor Parking Permit" that would allow all day access to a parking space for a fee?
- A. The City is exploring the possibility of a permit such as this and Vendors will be informed once the Parking division contacts us with a response.
- Q. What can be done to prevent companies from not paying Work Comp insurance when using subs?
- A. Each Vendor is required to sign and notarize the Employee Classification Act Affidavit according to State Statute. Neb Rev Stat 48-116 allows for a good faith defense to statutory employer status if the owner (city/county) requires a contractor to procure work comp insurance. The City, County, and PBC prefer that all Unit Price Contractors have Work Comp insurance unless they can provide compelling information which proves it is not required. Companies that declare themselves Sole Proprietors and provide compelling proof as required shall not hire subcontractors for Unit Price projects in order to avoid paying Work Compensation insurance. In the event a complaint is received regarding the use of subcontractors by Sole Proprietors, the Owners will investigate and if the Contractor is found to be in violation of the terms, the contract will be terminated.
- Q. Bond pricing is more expensive for the \$50,000 level vs. the \$25,000 vs. no bonding for the \$10,000 level. Our pricing should be different for each level. The Vendor bidding the \$9,999 level with no bonds will have lower pricing, therefore those Unit Price quotes will have lower pricing.
- A. You are going to have either a single \$50,000 bond or a single \$25,000 bond if you choose level 2 or 3. Your pricing would not vary since you only paid for one or the other.

The Quote from a Vendor who is in Level 1 may be less on projects but in the event that no projects are below \$10,000, they would not be submitting quotes at all.

Also, all Vendors are on equal footing on their quotes because the amount of staff available, location of the project, equipment availability, and other variables may allow for a lower quote by a Vendor in Level 2 or 3.

All other terms and conditions shall remain unchanged.

Dated this 8th day of December 2016

Suzanne Ideus
Assistant Purchasing Agent

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

1. BIDDING PROCEDURE

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

20. EXECUTION OF AGREEMENT

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

a. **PURCHASE ORDER**, unless otherwise noted.

1. This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission 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, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
3. The City, County and City-County Public Building Commission will sign and date the Contract.
4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

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

22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

22. CITY AUDIT ADVISORY BOARD

22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

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.

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

1. Insurance; Coverage

The contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Agreement. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$10,000.00 per occurrence.

1.1 Workers' Compensation

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation. The contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.2 Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The description of operations must state "Blanket coverage for all projects and operations of Contractor" or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.3 Automobile Liability

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

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

The Contractor shall purchase and maintain property insurance upon the entire work at the site as provided by Contract, unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the

responsibility of the Contractor. In the event the Contractor procures the builder's risk policy herein, the Contractor shall provide an endorsement to the City/County/PBC, in a form approved by the City/County/PBC demonstrating additional insured coverage for the City/County/PBC. Approval of such endorsement shall not be unreasonably withheld by the City/County/PBC.

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

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

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

1.5 Pollution Liability (Required only if appropriate)

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

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

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

1.6 Professional Liability (Required only if appropriate)

Professional Liability Insurance covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services

under this contract and caused by any error, omission, breach or negligent act for which the Contractor.

**Required whenever service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.*

1.7 Railroad Contractual Liability Insurance (Required only if appropriate)

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing. Contractual Liability Endorsement (ISO® form CG24170196 or newer) must be provided. The Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad.

1.7.1 Railroad Protective Liability (Required only if appropriate)

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

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

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

2. Additional Insured

An Additional Insured endorsement shall be provided to City/County/PBC naming City/County/PBC as additional insureds using ISO additional insured endorsement (CG20 10), edition date 11/85, or an equivalent (e.g. CG 2010, edition date 10/93, plus CG 20

37, edition date 10101), under the commercial general liability policy and automobile liability policy. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

3. Certificates

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

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

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

5. Risk of Loss

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

6. Umbrella or Excess Liability

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

7. Minimum Scope of Insurance

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

8. Indemnification

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

9. Reservation of Rights

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

10. Sovereign Immunity

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

**Advertise 2 times
Wednesday, November 23, 2016
Monday, November 28, 2016**

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: 12:00 pm, Wednesday, December 14, 2016 for providing the following:

**Unit Price – General Construction Services
Bid No. 16-278**

**Unit Price – Demolition Services
Bid No. 16-279**

**Unit Price – Fencing Services
Bid No. 16-280**

**Unit Price – HVAC Services
Bid No. 16-281**

**Unit Price – Moving Services
Bid No. 16-282**

**Unit Price – Plumbing Services
Bid No. 16-283**

**Unit Price – Electrical and Large
Scale Electrical Services
Bid No. 16-284**

**Unit Price – Pavement/Concrete Services
Bid No. 16-285**

**Unit Price – Painting Services
Bid No. 16-286**

**Unit Price – Audio-Visual Repair and
Replacement Services
Bid No. 16-287**

**Unit Price – Carpet Installation Services
Bid No. 16-288**

**Unit Price – Overhead Door - Repair
and Replacement Services
Bid No. 16-289**

**Unit Price – Landscape Installation
and Maintenance Services
Bid No. 16-290**

**Unit Price – Irrigation Services
Bid No. 16-291**

**Unit Price – Excavating and Dozing Services
Bid No. 16-292**

**Unit Price – Emergency Repair and Underground
Utility Services
Bid No. 16-293**

**Unit Price – Roofing Services
Bid No. 16-294**

**Unit Price – Traffic Signal Services
Bid No. 16-304**

A Unit Price Coordination Meeting will be held Thursday, December 1, 2016 at 10:00 a.m., at the City/County Council Chambers, 555 So. 10th Street, 1st Floor, Lincoln, NE. All interested Vendors are strongly encouraged to attend.

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

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