

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Broadcast System Flooring
for County Corrections
Quote No. 5994**

**Lincoln Epoxy Flooring
418 Laramie Tr.
Lincoln, NE 68521
402-417-6208**

**LANCASTER COUNTY
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Lincoln Epoxy Flooring, 418 Laramie Tr., Lincoln, NE 68521**, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

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

Broadcast System Flooring for County Corrections, Quote No. 5994

and,

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

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

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

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

Agreement to Full Proposal

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation 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 County:

The County will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$3,007.50.

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

7. Period of Performance: Project must start within 30 days of contract issuance and shall be completed within seven (7) days.
8. Assignment: Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal\Supplier Response
 3. Specifications
 4. Flooring Specifications
 5. Flooring Layout Area Drawing
 6. Instructions to Bidders
 7. Employee Classification Act Requirements and Affidavit
 8. Sales Tax Exemption Forms 13

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

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

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

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

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

**CONTRACT
Broadcast System Flooring
For County Corrections
Quote No. 5994
Lancaster County
Lincoln Epoxy Flooring**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Name of Corporation

Address

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Lincoln Epoxy Flooring
Name

418 Laramie Trl Lincoln, NE
Address 68521


Signature

Lancaster County Signature Page

**CONTRACT
Broadcast System Flooring
For County Corrections
Quote No. 5994
Lancaster County
Lincoln Epoxy Flooring**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

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

I, Arno/Do, 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: _____
(First, Middle, Last)

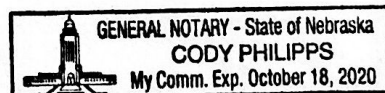
SIGNATURE: [Signature]

TITLE: _____

State of Nebraska)
) ss.
County of Lancaster)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 4th day of March, 2019.

Cody Philipps
Notary Public



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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Corrections 3801 West O Street Lincoln, NE 68528
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7428				
Fax	(402) 441-6513				
Bid Number	5994	Department		Department	
Title	Broadcast System Flooring for County Corrections	Building	Suite 200	Building	
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	2/13/2019 01:00 PM (CT)	Telephone	(402) 441-7428	Telephone	
Close Date	2/19/2019 01:00:00 PM (CT)	Fax	(402) 441-6513	Fax	
		Email	smulder@lincoln.ne.gov	Email	

Supplier Information

Company Lincoln Epoxy Flooring
 Address 418 Laramie trl
 Lincoln, NE 68521
 Contact Arnoldo Pineda
 Department
 Building
 Floor/Room
 Telephone (402) 417-6208
 Fax
 Email Lincolnepoxyflooring@gmail.com
 Submitted 2/19/2019 12:42:43 PM (CT)
 Total \$3,007.50

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

Signature Arnoldo pineda

Email lincolnepoxyflooring@gmail.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	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
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Contact	Name of person submitting this bid:	Arnoldo pinera
7	Project Completion	I acknowledge that we shall complete the project within 7 days once started. If more days are needed, please state the total number of days required to complete the entire project.	7 days
8	References	List three references to include a contact person, address, telephone number and a listing of the type of work completed for them per the specifications	Yes
9	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
10	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
11	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
12	Electronic Signature	Please check here for your electronic signature.	Yes

SPECIFICATIONS

BROADCAST FLOORING SYSTEM FOR COUNTY CORRECTIONS

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 It is the intent of Lancaster County to purchase and have installed an additional Broadcast Flooring System to match the existing system previous installed for an extension area at County Corrections located at 3801 West "O" Street, Lincoln, NE 68524.
 - 1.1.1 No substitutes will be accepted as the flooring shall match the existing flooring around it.
- 1.2 Contract will be awarded to the lowest, responsible, responsive Vendor/s who's bid substantially meets all of the required specifications, duties, terms and conditions as defined in this request.
- 1.3 Vendor shall coordinate with the Contract Administrator in order to complete project as required.
 - 1.3.1 Any damage done to any part of the facility which is not part of this construction will be immediately repaired by the Vendor at no charge to the Owners.
 - 1.3.2 Vendor shall not store construction products, tools or supplies in an area other than what is designated as a staging area by the Owners.
- 1.4 Vendor must submit their bid and all attachments via the City/County Ebid system.
 - 1.4.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Dept.
 - 1.4.2 To register, go to the City of Lincoln website; lincoln.ne.gov
type Ebid in search box
click on "supplier registration"
follow instructions to completion.
- 1.5 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.6 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder (smulder@lincoln.ne.gov).
 - 1.6.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.6.2 **Vendors are not allowed to discuss this bid with any City/County employee or elected official other than the City/County Purchasing Staff through the award process.**
 - 1.6.2.1 Failure to follow this requirement may result in immediate disqualification of your bid.
- 1.7 Work may be performed at location during operating hours as determined by the Owner, and General Contractor if applicable.
- 1.8 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.9 Payment will be made upon full completion and approval by Owners.
- 1.10 The Owners Representative for the project is David Scharf.

2. GENERAL INFORMATION

- 2.1 Area of flooring is an extension area.
 - 2.1.1 The area is 401 square feet.
 - 2.1.2 The base of walls, cove is 100 linear feet.
 - 2.1.2.1 The base/cove shall be 4" in height.
 - 2.1.2.2 The cove shall be the same color as flooring.
- 2.2 Manufacturer shall be Tnemec Company, Inc.
 - 2.2.1 An initial quartz broadcast of 1/8".
 - 2.2.1.1 An intermediate coat of a colored quartz filled polyamine epoxy shall be applied with a top coat for the finishing surface.
 - 2.2.1.2.1 Deco-Tread Series 222.
 - 2.2.1.2 Top coat shall be an airtight moisture cured urethane with a semi-gloss finish.
 - 2.2.1.2.1 Everthane Series 248.
 - 2.2.2 The color is gray.

3. CONTRACTOR INSURANCE

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

3. PROJECT REQUIREMENTS

- 3.1 The bid shall be a lump sum price per each line item.
 - 3.1.1 Price shall include labor, materials, and equipment necessary to complete the project.
- 3.2 Awarded vendor must start within 30 days of contract issuance and shall be completed within seven (7) days.
 - 3.2.1 Completion of the floor system and ready for equipment and people traffic and all clean-up and equipment remaining picked up and removed.

4. EVALUATION CRITERIA

- 4.1 The Owners will award a contract to Vendor who has:
 - 4.1.1 Completed documentation as requested and submitted with bid.
 - 4.1.2 Favorable references in this type of construction field.
 - 4.1.3 Ability to meet completion date.

5. WARRANTY

- 5.1 The manufacturer of the product shall inspect and approve site preparation prior to applying coating for accurate results.
- 5.2 The manufacturer is to warrant the floor system supplied will be free from manufacturing defects for a period of one (1) year.

SECTION 09950

BROADCAST SYSTEM FLOORING SPECIFICATION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

1. Furnish and install the mortar flooring system as specified and indicated. Prior to installation, provide decontamination and cleaning as specified. The term “mortar flooring system” as used in this section will include the primers, resin systems and aggregate materials, topcoats, cove building materials, and any related materials for the project.
2. Complete the mortar flooring system installation in strict accordance with these specifications, the coating system manufacturer’s most current requirements for surface preparation, application and inspection, and the instructions for safety. In the event of a conflict between these specifications and the manufacturer’s instructions, the more stringent requirements will apply.
3. The Contractor shall be responsible for providing ventilation, initial cleaning, inspection, supervision, dust control and equipment protection as specified herein and related sections for the work associated with this Section. The Contractor is responsible for all other work associated with this Section including protection of existing equipment and structures in the work area, surface preparation, flooring application, curing, coating repair, rework, inspection and supervision.

1.02 RELATED SECTIONS

Division 1 General Requirements

1.03 REFERENCES:

1. Society for Protective Coatings (SSPC) Specifications and Standards:
 1. SSPC-PA-3: “A Guide to Safety in Paint Application”.
 2. SSPC-SP-13: “Surface Preparation of Concrete”.
2. NACE (National Association of Corrosion Engineers)
 1. NACE Publication 6D-173, “A Manual for Painter Safety”.
 2. NACE Publication 6G-164, “Surface Preparation Abrasives for Industrial Maintenance Painting”.
3. ASTM (American Society for Testing and Materials)
 1. ASTM D4541 - L.R. “Standard Method for Pull-Off Strength of Coatings using Portable Adhesion Testers”.
 2. ASTM E337 - L.R. “Standard Practice Test Method for Measuring Humidity with a Psychrometer”.
 3. ASTM D4263-83 (1999), “Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method”.

4. ASTM F1869-98, "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride".
5. ASTM D4414-95, "Standard Practice for Measurement of Wet Film Thickness by Notched Gages".
6. ICRI Guide No. 03732, "Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings and Polymer Overlays," International Concrete Repair Institute, Sterling, VA.
7. ASTM 4262, "Standard Test Method for Measuring Surface pH of Acid Etched Concrete".
8. ASTM D4259, "Standard Practice for Abrading Concrete".

1.04 DEFINITIONS

1. Terms used in this Section are defined as follows:
 1. Broadcast Flooring Work - The aspects involved with proper application of the specified high solids flooring system, including but not limited to cleaning, surface preparation, mixing, application, curing, and quality control.
 2. Approved Materials - The coating system, blast media, and other specified materials for this coating work.
 3. Wet Film Thickness - The primer or coating films' actual thickness immediately following application. Wet film thickness is measured in mils or thousandths of an inch (0.001") and is abbreviated WFT.
 4. Dry Film Thickness - The primer or coating films' actual thickness following curing and drying. Dry film thickness is measured in mils or thousandths of an inch (0.001") and is abbreviated DFT.
 5. Coating System Manufacturer - Refers to the approved coating Manufacturer, abbreviated as CSM in this Section.
 6. Manufacturer's Technical Representative(s) - Refers to the technical representative(s) of the approved CSM.
 7. A/E - Architectural or Engineering Firm.

1.05 QUALITY ASSURANCE

1. The Contractor shall meet the following requirements:
 1. The Contractor is ultimately responsible for the workmanship and quality of the mortar flooring system installation. Inspections by the Owner, the Engineer, or others do not limit the Contractor's responsibility.
 2. Do not use or retain contaminated, outdated, or diluted materials for flooring. Do not use materials from previously opened containers.

3. Use only products of the approved CSM. Provide the same products for repairs as for the original coating.
4. If any requirements of this specification are contradicted by a referenced standard or vice-versa, the matter shall be resolved in writing by the A/E or its representative.
5. Make available at all times all locations and phases of the work for access and inspection by the Engineer, the Owner, or other personnel designated by the Owner. The Contractor shall provide ventilation, egress, and whatever other means are required for the Owner, Engineer, or designated personnel to access and exit the work areas safely.
6. Conduct work so that the mortar flooring system is installed as specified herein. Inspect work continually to ensure that the coating system is installed as specified herein. The A/E shall inspect the work to determine conformance with the contract documents.
7. The Contractor's Supervisor shall be on site at all times and will be thoroughly familiar with the work in progress. This Supervisor shall have authority to receive and execute all direction provided by the A/E or the Owner.
8. The methods of construction shall be in accordance with all requirements of this specification and the best trade practices. Any changes in the mortar flooring system installation requirements shall be allowed only with the written approval of the A/E.
9. Installation shall be performed by an applicator having satisfactory experience in the application of these or similar materials or with on-site consultation by a qualified field service representative of the CSM.

1.06 SUBMITTALS

1. Submit the following prior to commencing with any phase of the work covered by this Section:
 1. Manufacturer's current printed recommendations and product data sheets for all mortar flooring system products including performance criteria, surface preparation and applications, volatile organic compound (V.O.C.) Data, and safety requirements.
 2. Material Safety Data Sheets (MSDS) for any materials brought on-site including all coating system materials, solvents, and abrasive blast media.
 3. Contractor's written verification that the personnel who will perform this work have the required experience as specified in 1.05 1.9. This document must list the names of all of the Contractor's supervisors and tradespeople who will work on the project covered by this Section.
 4. List of cleaning and thinner solutions allowed by the CSM.
 5. Storage requirements including temperature, humidity, and ventilation for Coating System Materials.
2. Owner, contractor, and manufacturer's representative shall review and mutually agree upon color, grade, and final texture of coating system before starting installation. The acceptance of a sample will constitute the job standard by which installation will proceed.

1.07 DELIVERY, STORAGE, AND HANDLING

1. Material shall be delivered to project site in manufacturer's original unopened containers.
2. Materials shall be stored indoors, protected from damage, moisture, direct sunlight and temperatures below 40 degrees F or above 90 degrees F.
3. Store all materials only in area or areas designated by the Owner solely for this purpose. Confine mixing, thinning, clean-up and associated operations, and storage of coating materials related debris before authorized disposal, to these areas. All materials are to be stored on pallets or similar storage/handling skids off the ground.
4. Mix all coating materials in a designated enclosed mixing area. This enclosed area must protect the mixing operation and materials from direct sunlight, inclement weather, freezing, or other means of damage or contamination. Protect all other concrete and metallic surfaces and finishes from any spillage of material(s) within the mixing area.
5. Do not use drain piping for disposal of coating materials.
6. The Contractor shall take all precautions and implement all measures necessary to avert potential hazards associated with the mortar flooring system materials as described on the pertinent Material Safety Data Sheets or container labels.
7. Deliver all materials to the job site in new, unopened containers. Each container shall bear the CSM's name and label.
 1. Labels on all material containers must show the following information:
 1. Name or title of product.
 2. Manufacturer's batch number.
 3. Manufacturer's name.
 4. Generic type of material.
 5. Application and mixing instructions.
 6. Hazardous material identification label.
 7. Shelf life date.
 2. All containers shall be clearly marked indicating any personnel safety hazards associated with the use of or exposure to the materials.
 3. All materials shall be handled and stored to prevent damage or loss of label.
 4. Do not use or retain contaminated, outdated, prematurely opened, diluted materials, or materials which have exceeded their shelf life.

1.08 ENVIRONMENTAL CONDITIONS

1. Surfaces and surrounding air temperatures must exceed 55 degrees F but must be less than 90 degrees F, with materials at not less than 70 degrees F during application.
2. Do not apply coating materials when dust is being generated.
3. If existing facility lighting is not adequate for flooring system application, the Contractor shall provide all temporary lighting during the work equivalent to one 200 watt explosion proof incandescent lamp per 100 square feet of work area.

PART 2 - PRODUCTS

2.01 MATERIALS

1. Primer: Series 201 Epoxoprime, two-component, moisture tolerant, penetrating modified polyamine cured epoxy primer.
2. Intermediate broadcast: Series 222 Deco-Tread. Series 222 is an aggregate filled, modified polyamine cured epoxy resin with quartz aggregate broadcasted at a 1/16 inch.
3. Intermediate broadcast: Series 222 Deco-Tread. Series 222 is an aggregate filled, modified polyamine cured epoxy resin with quartz aggregate broadcasted at a 1/16 inch.
4. 2 Coats: Series 284 Tneme-Glaze, two-component, polyamine cured clear epoxy coat.
5. Finish: Series 248 CRU, three-component, moisture curing urethane clear topcoat.
5. Coving: Use Series 285 Satin-Glaze aggregate mortar to form a rolled radius cove.
6. Mortar for sloping and leveling uncoated floor: Use Series 237 Power Tread mixed with aggregate for all leveling of floor.

2.02 MANUFACTURER

1. Tnemec Company, Incorporated.

PART 3 - EXECUTION

3.01 GENERAL

1. Protection

Mask, cover, or otherwise protect all surfaces, equipment, and finishes not to receive the mortar flooring system specified in this Section.
2. Strictly follow the approved CSM's written instructions and the requirements of this specification regarding all aspects of mortar flooring work including: mixing, application, recoat times and curing.
3. Mock-up
 1. Prior to commencing the installation, the Contractor shall install with the owner's approval, a mutually agreed upon mock-up test sample to show final color and appearance of the mortar flooring system.

3.02 PREPARATION

1. Allow new concrete to cure for 28 days. Verify dryness by testing for moisture with a "plastic film tape-down test". (Reference ASTM D4263)
2. Shot-blast or mechanically abrade to remove laitance, curing compounds, sealers and other contaminants and to provide surface profile. (Reference ASTM D4259, ICRI CSP 4-9).

3. Prep for floor with existing coating shall include shot blasting or mechanically abrading entire surface to create a surface profile.
4. Vacuum clean concrete to remove all dirt, dust, and other loose materials.
5. After mechanically abrading, verify that all surfaces are clean, dry and free of any contaminants, which could adversely affect the adhesion of the flooring system.
6. If between final surface preparation work and mortar flooring system application, contamination of the prepared and cleaned substrates occurs, recleaning shall be required until the requirements of this Section are met.

3.03 INSTALLATION

1. Primer: The primer shall be mechanically mixed, applied and cured in strict accordance with manufacturer's printed instructions. Apply uniformly at a film thickness of 6 to 8 dry mils.
2. Cant Cove or rolled radius cove bases shall be installed in accordance with the CSM's written instructions and as indicated on the Standard Flooring Details.
3. Intermediate Coats: The intermediate coats shall be mechanically mixed, applied and cured in strict accordance with manufacturer's printed instructions. Apply uniformly at a film of 14-16 mils per coat.

Note to Specifier: Floor and wall transitions can be formed to have a cant cove or rolled radius cove. This will provide a seamless wall to floor transition.

4. Top Coat: The high-solids, top coat shall be mechanically mixed, applied and cured in strict accordance with manufacturer's printed instructions and applied at a film thickness of 10 to 12 dry mils. Skid resistance properties can be adjusted by the film thickness and number of topcoats and should be determined at the time the mock-up is completed.
5. Finish Coat: The finish coat shall be mechanically mixed, applied and cured in strict accordance with manufacturer's printed instructions. Apply uniformly at a film of 2.5-3.5 mils per coat.
6. Cracks and control joints, construction joints, expansion joints, and all mortar flooring system terminations shall be installed as indicated on the Standard Flooring Details.

3.04 CLEANUP

1. Remove waste materials, rubbish, and debris and dispose of them at the owner's direction. Leave work areas in a clean and tidy condition.

3.05 PROTECTION

1. Protect the completed work from water, airborne particles or other surface contaminants until cured for a minimum of 24 hours after application.
2. Protect from traffic, physical abuse, immersion and chemical exposure until the complete system has thoroughly cured for 24 hours at 75 degrees F. For different temperatures, consult the manufacturer's representative about curing times.

3.06 FIELD QUALITY CONTROL INSPECTION AND TESTING

1. Inspection by the Engineer, Owner or others does not limit the Contractor's responsibilities for quality as specified herein or as required by the CSM's instructions.
2. The Contractor shall perform the Q.C. procedures listed below in conjunction with the requirements of this Section. The Engineer will inspect the work to determine conformance to the contract documents.

1. Degree of Cleanliness.

Visually inspect the degree of cleanliness of substrates to meet the requirements of this Section. The pH of the concrete substrates will be measured using pH indicating papers. pH testing is to be performed once every 100 sq. ft. of surface area to be coated.

Acceptable pH values shall be between 8.0 and 11.0 as measured by a full-range (1-12) color indicating pH paper with readable color calibrations and a scale at whole numbers (minimum). Use Hydrion Insta-Chek Jumbo 0-13 or 1-12 or equal. The paper shall be touched to the surface once using moderate finger pressure. The surface shall not be wiped or moved laterally to disturb the surface during pH testing. Following the one touch, lift the paper vertically to not "wipe" the surface. Compare the color indicated with the scale provided and record the pH.

Note: If the surface of the concrete is dry, it is not possible to take a pH measurement. However, pH values are still important on dry surfaces. When a dry concrete substrate is encountered for a pH test, the surface where the pH test is to be performed shall be sprayed lightly with distilled, deionized water from a commercially available spray bottle that has been properly rinsed to preclude any dissolved solids. The spray shall just wet the surface to a "shiny" appearance. Wait 60 seconds to allow chemical equilibria to be established and then test the pH of the water on the surface. Perform this test in accordance with ASTM D4262.

2. Concrete Surface Profile shall be in accordance with ICRI CSP-4-5

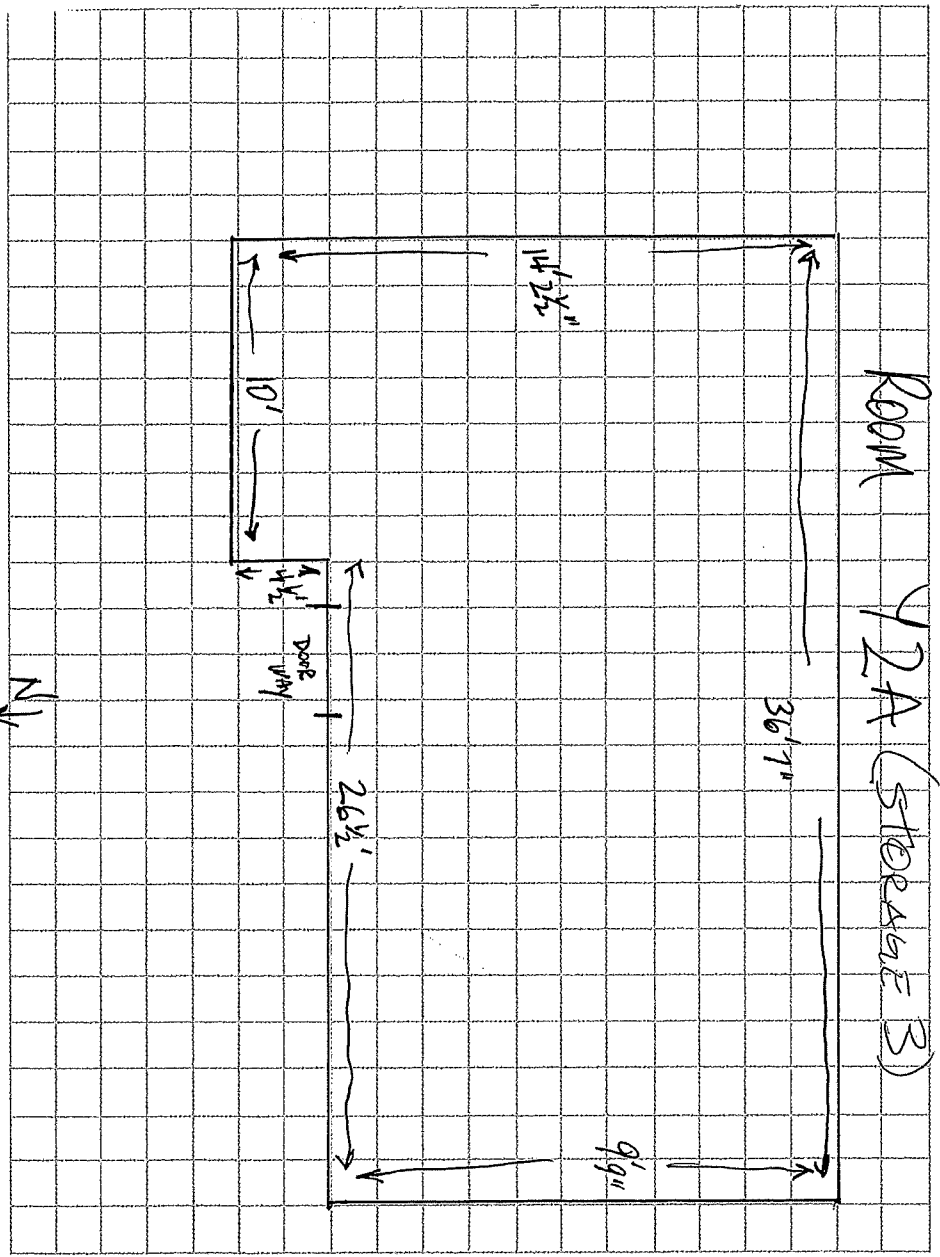
Using the replicate rubber specimens inspect the concrete surface profile in accordance with ICRI Guide No. 03732. This should be performed once for every 100 square feet of surface area to be coated.

3. Measure and record ambient air temperature once every two hours of each shift using a thermometer and measure and record substrate temperature once every two hours using a surface thermometer.
4. Measure and record relative humidity every two hours of each shift using a sling psychrometer in accordance with ASTM E337.
5. Inspect correct mixing of coating materials in accordance with the CSM's instructions.
6. Inspect and record that the "pot life" of coating materials used are not exceeded during installation.
7. Measure and record the thickness of the coating system using a notched gauge in accordance with ASTM D4414 for Wet Film Thickness at least once every 10 sq. ft. of coating area.
8. Perform moisture tests on concrete as follows:

1. Once for every 500 square feet of surface area to be coated, perform the plastic sheet test in accordance with ASTM D4263. If moisture is indicated, proceed to step 2 below.
 2. Perform calcium chloride moisture tests in accordance with ASTM D1869 once for every 1000 square feet of surface area to be coated. The maximum limit for moisture vapor emissions rate should be 3.0 lbs. per 24 hours per 1000 sq. ft. If tests indicate rates higher than 3.0, consult with Tnemec's Technical Service Department for further evaluation.
9. Inspect to verify proper curing of the mortar flooring system as recommended by the CSM.

End of Section

ROOM 12A (STORAGE 3)



INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA

PURCHASING DIVISION

E-Bid

1. **BIDDING PROCEDURE**

- 1.1 Sealed bid, (formal and informal), subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County, hereinafter referred to as "County", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

2. **BID SECURITY**

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

3. **BIDDER'S REPRESENTATION**

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

4. **INDEPENDENT PRICE DETERMINATION**

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

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

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

6. ADDENDA

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

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the advertised date and the contract award, Bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

8. BRAND NAMES

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

9. DEMONSTRATIONS/SAMPLES

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

10. DELIVERY (Non-Construction)

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

11. WARRANTIES, GUARANTEES AND MAINTENANCE

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

12. ACCEPTANCE OF MATERIAL

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

13. BID EVALUATION AND AWARD

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

14. INDEMNIFICATION

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

15. TERMS OF PAYMENT

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

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

- 18.1 Each Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 The successful Bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful Bidder's equal opportunity policies, procedures and practices.
- 18.4 The County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

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

20. EXECUTION OF CONTRACT

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

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The County is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

22. E-VERIFY

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

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

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

City of Lincoln Lancaster County Public Building Commission

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

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

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

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

Insurance; Coverage Information

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

Certificates

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

1. **Commercial General Liability**

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

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

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

1.2 **Automobile Liability**

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

1.3 **Garage Keepers / Garage Liability**

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

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

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

1.5 Builder's Risk Insurance

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

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

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

1.6 Pollution Liability

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

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

1.7 Errors and Omissions; Professional Liability

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

1.8 Railroad Contractual Liability Insurance

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

1.8.1 Railroad Protective Liability

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

1.9 Cyber Insurance

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

2. **Cancellation Notice**

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

3. **Risk of Loss**

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

4. **Umbrella or Excess Liability**

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

5. **Minimum Scope of Insurance**

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

6. **Indemnification**

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

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

7. **Reservation of Rights**

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

8. **Sovereign Immunity**

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

9. **Further Contact**

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

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

LANCASTER COUNTY

Employee Classification Act Requirements

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

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

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

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

WHEREAS, the Employee Classification Act, Neb. Rev. Stat. §§ 48-2901 to 48-2912 (effective July 15, 2010) provides that any contract entered into between a political subdivision and a contractor shall require that each contractor who performs construction or delivery service pursuant to the contract submit to the political subdivision an affidavit attesting that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a federal I-9 immigration form and has

such form on file for each employee performing service, (3) such contractor has complied with Neb. Rev. Stat. § 4-114 requirements that the contractor register and use a federal immigration employment verification system to determine the work eligibility status of new employees physically performing services in the State of Nebraska, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to § 48-2912 of the Employee Classification Act.

NOW, THEREFORE, Lancaster County adopts the following policy as to the bid and award of contracts to contractors for construction and delivery services with Lancaster County”

The Purchasing Agent shall immediately include in the County’s notice to bidders for construction contracts that all contractors submitting bids in response to the notice shall affirmatively certify to the Purchasing Agent that all individuals hired to perform construction or delivery labor services for the contractor under the contract shall be properly classified as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under federal and state law (including the requirements of the State of Nebraska Employee Classification Act), and that the contractor will comply with all legal obligations with respect to these employees (including, but not limited to, minimum and overtime pay, workers’ compensation, unemployment compensation, and payment of federal and state payroll taxes). The notice to bidders shall further provide that contractors may use affidavits required pursuant to the Employee Classification Act for this purpose, but that a failure to make the affirmative certification to the Purchasing Agent shall render the bidder ineligible for award of the contract.

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

(1) Contractor agrees that each individual performing services for the contractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska’s Employee Classification Act and that contractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers’ compensation, unemployment compensation, and payment of federal and state payroll taxes).

(2) Contractor understands and agrees that failure to classify each individual hired to

perform services under the contract as an employee rather than as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a ground for rescission of the Contract by the County.

(3) Contractor additionally agrees to include the following provision in each subcontract entered into with a subcontractor as part of the contractor's contract with the County:

(a) Subcontractor agrees that each individual performing services for the subcontractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that subcontractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(b) Subcontractor understands and agrees that subcontractor's failure to properly classify individuals hired to perform services under the subcontract as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligation with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a ground for rescission of the subcontract with the contractor.

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employees, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of

the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the Lincoln-Lancaster County Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the County and is a ground for rescission of the contract by the County.

(5) The County shall notify the Nebraska Department of Labor of any contractor or subcontractor it has determined is in breach of contract due to the terms of this order.

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the County under the State of Nebraska's Employee Classification Act shall be referred to the Purchasing Agent of the County who shall determine whether to declare such contractor or subcontractor an irresponsible bidder who shall be disqualified from receiving any business from the County for a stated period of time.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/08/2019

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 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 All Nebraska Insurance 4727 N 26th St Ste B Lincoln, NE 68521 Phone: (402) 742-4578 Fax: (402) 858-1100	CONTACT NAME: Luis Gonzales
	PHONE (A/C, No, Ext): (402)570-0338 FAX (A/C, No): (402)858-1100 E-MAIL ADDRESS: insure.luis@live.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Nautilus Insurance Co	NAIC # 17370
INSURER B: Travelers Property Casualty Company of America	
INSURER C: Progressive Insurance Co	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED LINCOLN EPOXY FLOORING 336 Dawes Cir Lincoln NE 68521-
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	X		NC654109	11/22/2018	11/22/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPI/OP AGG	\$ 2,000,000
								\$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		08148143-1	03/07/2019	09/07/2019	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$ 250,000
							BODILY INJURY (Per accident)	\$ 500,000
							PROPERTY DAMAGE (Per accident)	\$ 100,000
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			AN045554	11/22/2018	11/22/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	1K629976	09/28/2018	09/28/2019	PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 100,000

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

EPOXY FLOORING INSTALLATIONS
LANCASTER COUNTY IS ADDITIONAL INSURED.

CERTIFICATE HOLDER LANCASTER COUNTY 555 S 10TH STREET LINCOLN, NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
LANCASTER COUNTY 555 S 10th ST	
Lincoln, NE 68508	

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

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

PROGRESSIVE

03/07/2019

Policy number: 08148143

Underwritten by: 05 - Progressive Northern Insurance Co.

Certificate of Insurance

<u>Certificate Holder</u>	<u>Insured</u>	<u>Agent</u>
Additional Insured		
Lancaster County 555 S 10th St Lincoln, NE 68508	Arnoldo Pineda Lincoln Epoxy Floori 336 Dawes Circle Lincoln, NE 68521	All Nebraska Insuran 4727 N 26th St # B Lincoln, NE 68521

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

<u>Policy Effective Date:</u>	<u>Policy Expiration Date:</u>
03/07/2019	03/07/2020

<u>Insurance coverage(s)</u>	<u>Limits</u>
Bodily Injury Liability	\$250,000 Each Person/ \$500,000 Each Accident
Property Damage Liability	\$100,000 Each Accident
Uninsured Motorist	\$50,000 Each Person/ \$100,000 Each Accident
Underinsured Motorist	\$50,000 Each Person/ \$100,000 Each Accident

Description of Location/Vehicles/Special Items
Scheduled autos only

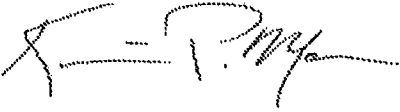
2008 Ford F150

1FTPW14V28FB68613

Certificate number

06619SPM143

Please be advised that additional insureds and lienholders will be notified in the event of a mid-term cancellation.

A handwritten signature in black ink, appearing to be "R. P. M.", written over a horizontal dotted line.

Form 5241 (10/02)



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) - 01**

POLICY NUMBER: (6JUB-1K62997-6-18)

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

COUNTY OF LANCASTER

DATE OF ISSUE: 03-12-19

ST ASSIGN: NE