

**AGENDA FOR THE
WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
TO BE HELD THURSDAY, JANUARY 23, 2025 AT 2:30 P.M.
CITY-COUNTY BUILDING
COUNCIL CHAMBERS, 1ST FLOOR
555 S. 10TH STREET
LINCOLN, NE 68508**

1. Introductions and Notice of Open Meetings Law Posted by Door
2. Public Comment and Time Limit Notification Announcement
Individuals from the audience will be given a total of 5 minutes to speak on specific items listed on today's agenda. Those testifying should identify themselves for the official record.
3. Approval of the minutes from the JPA meeting held December 12, 2024.
 - (Staff recommendation: Approval of the minutes as presented)
4. Bill No. WH 25-1
Resolution approving a Contract between the West Haymarket JPA and CL Construction, LLC, for a loading dock roof extension for the Pinnacle Bank Arena, with costs not to exceed \$37,956.00.
 - Public Comment
 - (Staff recommendation: Approval)
5. Bill No. WH 25-2
Resolution approving a Contract between the West Haymarket JPA and Winsted Company, LLC, for control room consoles for the Pinnacle Bank Arena, with costs not to exceed \$21,395.00.
 - Public Comment
 - (Staff recommendation: Approval)
6. Bill No. WH 25-3
Resolution approving a Contract between the West Haymarket JPA and American Fence of Lincoln, for an automatic fence for the Pinnacle Bank Arena, with costs not to exceed \$59,955.21.
 - Public Comment
 - (Staff recommendation: Approval)
7. Bill No. WH 25-4
Resolution authorizing the Chairperson and/or Purchasing Agent to issue a purchase order to the lowest, responsible, responsive bidder, Lincoln Winlectric Company, for exterior lighting for the roof of the Pinnacle Bank Arena, for a sum not to exceed \$315,477.78.
 - Public Comment
 - (Staff recommendation: Approval)
8. Bill No. WH 25-5
Resolution approving a Contract between the West Haymarket JPA and AVaaSE, for new speakers, for the Pinnacle Bank Arena centerhung, with costs not to exceed \$18,807.00.
 - Public Comment
 - (Staff recommendation: Approval)

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Page 2 of 2

9. Bill No. WH 25-6
Resolution authorizing the Chairperson and/or Purchasing Agent to issue a purchase order to the lowest, responsible, responsive bidder, Aviate Enterprises, Inc., for a new cleaning auto scrubber for the Pinnacle Bank Arena, for a sum not to exceed \$89,123.25.
 - Public Comment
 - (Staff recommendation: Approval)
10. Bill No. WH 25-7
Resolution approving a Unit Price Contract with Wired, Inc., for retrofit lighting at the Pinnacle Bank Arena, for a total amount not to exceed \$30,195.00.
 - Public Comment
 - (Staff recommendation: Approval)
11. Bill No. WH 25-8
Resolution approving a Contract between the West Haymarket JPA and Harvest AV Solutions, Inc., for annual service for followspots at the Pinnacle Bank Arena, with costs not to exceed \$101,685.00.
 - Public Comment
 - (Staff recommendation: Approval)
12. Bill No. WH 25-9
Resolution approving a Contract between the West Haymarket JPA and Nebraska Hoist and Crane, for annual service for scoreboard cabling replacement at the Pinnacle Bank Arena, with costs not to exceed \$47,926.84.
 - Public Comment
 - (Staff recommendation: Approval)
13. Bill No. WH 25-10
Resolution accepting the financial audit and management letter and report from Forvis Mazars, LLP for the period ending August 31, 2024.
 - Public Comment
 - (Staff recommendation: Approval)
14. Next Meeting Date: The next meeting date will be Thursday, April 29, 2025 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.
15. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
December 12, 2024

Meeting Began At: 11:00 A.M.

Meeting Ended At: 11:46 A.M.

Members Present: Leirion Gaylor Baird, Tim Clare, and Tom Beckius

Item 1 - Introductions and Notice of Open Meetings Law Posted by Door.

Gaylor Baird advised that this is a public meeting subject to the open meetings act posted at the back of the room.

Item 2 - Public Comment and Time Limit Notification.

Gaylor Baird advised members of the public are given five minutes for public comment on specific items listed on today's agenda and those testifying should identify themselves for the record.

Item 3 – Approval of the minutes from the JPA meeting held August 29, 2024.

Clare moved approval of the minutes as presented. Beckius seconded the motion. Motion carried 3-0.

Item 4 – Approval of the Payment Register for August through October 2024 and review of the Expenditure Report as of October 31, 2024.

Joe Dondlinger, Finance Director and JPA Treasurer, reviewed the August through October 2024 payment register. He explained occupation taxes are in line with the projections for year 2045 in the original projections.

In response to questioning, Hubka noted the cash balance is in the \$40 million range. All items are in the budget and on budget, occupation taxes are doing extremely well corresponding with year 2045. The JPA is in an excellent financial position.

Jane Kinsey, Watchdogs of Lincoln Government, expressed her concerns to the Board members. Gaylor Baird and Clare responded to the concerns raised.

There being no further discussion or public comment, Clare moved approval of the payment register. Beckius seconded the motion. Motion carried 3-0.

Item 5 - Bill No. WH 24-43 - Resolution authorizing a withdrawal of one annual Operational Increment amount totaling \$600,000.00, transferred from the Pinnacle Bank Arena account to the West Haymarket JPA account.

Steve Hubka, Interim Finance Director and JPA Treasurer, explained this is the operational increment provided to the arena by the JPA every year. The operations of the arena are doing well, and the arena is able to return the money to the JPA. This can't be promised every year as the cost of show business varies quite a bit.

Kinsey expressed her comments to the Board members.

There being no further discussion or public comment, Beckius moved approval. Clare seconded the motion. Motion carried 3-0.

Item 6 - Bill No. WH 24-44 - Resolution approving Change Order No. 2 to the Western Specialty Contractors Contract (WH01436) for Pinnacle Bank Arena ramp control joint repair and crack repair for an additional amount of \$6,329.00.

Chris Connolly, City Law Department, explained this is an ongoing project to fix the ramp area. This is expected to be the last of the change orders on this project.

Kinsey asked questions about the change order and Connolly responded.

There being no further discussion or public comment, Clare moved approval. Beckius seconded the motion. Motion carried 3-0.

Item 7 - Bill No. WH 24-45 - Resolution approving a Contract between the West Haymarket JPA and Irwin Seating Company, for upgrades to the Pinnacle Bank Arena Suite Seats, with costs not to exceed \$134,337.92.

Connolly explained over the course of the last eleven years, the seats have been damaged or worn out. It's time to replace some of the damaged and worn out seats. This is basic maintenance of the furniture in the suites.

There being no further discussion or public comment, Beckius moved approval. Clare seconded the motion. Motion carried 3-0.

Item 8 - Bill No. WH 24-46 - Resolution authorizing the Chairperson and/or Purchasing Agent to issue a purchase order to the lowest, responsible, responsive bidder, D & D Communications First Wireless, Inc., for the purchase of portable handheld radios for the Pinnacle Bank Arena, for a sum not to exceed \$59,637.49.

Connolly explained this is for replacement of handheld radios. Some have already been replaced, however, there are more that need replaced.

There being no further discussion or public comment, Beckius moved approval. Clare seconded the motion. Motion carried 3-0.

Item 9 - Bill No. WH 24-47 - Resolution approving a Contract between the West Haymarket JPA and Brown Brothers Construction, Inc., for backstage enhancement for the Pinnacle Bank Arena, with costs not to exceed \$59,374.00.

Connolly explained this is to remodel a room that has been vacant and not used for many years. This room will be turned into a lounge area.

Tim Savona, General Manager of Pinnacle Bank Arena, explained that there is a room backstage that has been vacant and will be repurposed to a lounge for VIP guests and clients. The room is in the dressing room hallway. Some artists want a vibe room or a place to hang out that has some ambience to it.

Kinsey expressed her opposition to the Board members.

There being no further discussion or public comment, Beckius moved approval. Clare seconded the motion. Motion carried 3-0.

Item 10 - Bill No. WH 24-48 - Resolution approving a Unit Price Contract with MTZ Construction, LLC, for a trash compactor solution at the Pinnacle Bank Arena for a total amount not to exceed \$18,066.50.

Connolly explained that the initial trash compactor that is in the building has a leaking problem. Fluid and water leak out into the truck dock area near the door which sometimes freezes up and causes slippery conditions. It's worn out and needs to be replaced.

There being no further discussion or public comment, Beckius moved approval. Clare seconded the motion. Motion carried 3-0.

Item 11 - Bill No. WH 24-49 - Resolution approving a fourth Amendment to Contract between the West Haymarket JPA and Inteconnect, Inc. dba Inteconnex to approve the acquisition and assignment of its rights and obligations under the Contract to Inteconnex, LLC.

Connolly explained that items 11 and 12 are related to each other. This item involves Inteconnect changing its corporate name and assigning its rights to Inteconnex. The next item is to renew the contract and next year's costs to the JPA.

There being no further discussion or public comment, Beckius moved approval. Clare seconded the motion. Motion carried 3-0.

Item 12 - Bill No. WH 24-50 - Resolution approving a fifth Amendment to Memorandum of Understanding (MOU178) between the West Haymarket JPA and Inteconnex, LLC, to renew the MOU for an additional one-year term expiring September 30, 2025, for a total amount not to exceed to \$10,000.00, for physical access and control system equipment and services for the Pinnacle Bank Arena.

Connolly stated this is a renewal for the existing agreement. It's a system that operates in all of the buildings owned by the City, County, PBC, and the JPA. \$10,000 is the JPA's portion of the contract.

There being no further discussion or public comment, Beckius moved approval. Clare seconded the motion. Motion carried 3-0.

Item 13 - Bill No. WH 24-51 - Resolution approving a Contract between the West Haymarket JPA and Nebraska Furniture Mart, Inc., for new TVs for the Pinnacle Bank Arena, for a total amount not to exceed \$82,976.20.

Connolly explained this is for replacement of televisions around the building. TVs wear out and need to be replaced.

There being no further discussion or public comment, Beckius moved approval. Clare seconded the motion. Motion carried 3-0.

Item 14 - Bill No. WH 24-52 - Resolution approving a Contract between the West Haymarket JPA and Mitsubishi Electric, for a new centerhung scoreboard package for the Pinnacle Bank Arena, with costs not to exceed \$3,352,738.00, pursuant to Bid No. 24-203.

Connolly stated 14 and 15 are related and explained an RFP was issued. Two responses were received. Mitsubishi and Daktronics both were involved. After examination by ASM Global, including consultants hired to help delineate and spell out the differences between the two, and consulting with Husker Vision who has a big role to play as they are the operators for basketball games, the decision was made to do a split bid and go with the video board from Mitsubishi and the control system from Daktronics. There is a two-year warranty and seven-year service plan for the video board. This item and the next item are within budget.

Savona, explained that the new scoreboard will be bigger, but significantly lighter and will help with the weight limits in the ceiling.

Beckius asked for a timeline on installation and how long it will take to replace the old scoreboard with the new scoreboard. Savona explained as part of the bid process they went through a few timelines. Generally put, it is expected that right after Memorial Day they will begin to take down the current system and immediately start on the new system. A period of 4-6 weeks of unimpeded time is needed. There are carveouts for some potential events where the work will be stopped for a day or two and then will start back up. It will be a collaboration, but there will be a 4-6 week window right away of work, then there will be a break, and then there will be another 2-3 weeks of unimpeded time. From Memorial Day to the Fourth of July is the first window for work, then right after the Fourth of July to end of July would be the next window, with project completion around mid-August.

Savona explained that after a certain date, there is a financial penalty to the providers if it is not completed.

Gaylor Baird asked for an explanation on why the timeline could potentially take 8 weeks to take down and install. Savona explained that it revolves around the centerhung piece. The scoreboard has to be lowered from the ceiling and be taken apart. The current board is a series of fixtures, components, and steel framing that has to be disassembled and taken away. Then when the new parts come in, the steel structure is built and all of the pieces are put together. Inspections will also have to be done.

Kinsey expressed her concerns.

There being no further discussion or public comment, Beckius moved approval. Clare seconded the motion. Motion carried 3-0.

Item 15 - Bill No. WH 24-53 - Resolution approving a Contract between the West Haymarket JPA and Daktronics, Inc., for a new control system for the new centerhung scoreboard package for the Pinnacle Bank Arena, with costs not to exceed \$1,330,917.00, pursuant to Bid No. 24-203.

Connolly explained this is for the control side of the scoreboard, the software and some hardware to operate the scoreboard. This is where Husker Vision was heavily involved, and it was important to them that they have a system that they understood and knew how to work. There is

a two-year warranty, but there is not a service plan at this time. Staff intends to negotiate a service plan at the time the two-year warranty would expire.

There being no further discussion or public comment, Beckius moved approval. Clare seconded the motion. Motion carried 3-0.

Item 16 - Next Meeting Date.

The next meeting date will be Thursday, January 23, 2025 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.

Item 17 – Motion to Adjourn

Beckius moved to adjourn. Motion seconded by Clare. The meeting adjourned at 11:46 a.m.

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Contract between the West Haymarket Joint Public Agency and CL
4 Construction, LLC, for a loading dock roof extension for the Pinnacle Bank Arena, for a total
5 amount not to exceed \$37,956.00, pursuant to Bid No. 24-209, is hereby approved and the
6 Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby
7 authorized to execute said Contract.

Adopted this _____ day of January, 2025.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

West Haymarket Joint Public Agency Signature Page

CONTRACT
Loading Dock Roof Extension for Pinnacle Bank Arena
Bid No. 24-209
West Haymarket Joint Public Agency
CL Construction, LLC

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

West Haymarket Joint Public Agency

Leirion Gaylor Baird, Mayor
Chairperson of the West Haymarket Joint Public Agency
Board of Representatives

Approved Order No. _____

dated _____

CONTRACT DOCUMENTS

**West Haymarket Joint Public Agency
Lincoln, Nebraska**

**Loading Dock Roof Extension for Pinnacle Bank Arena
Bid No. 24-209**

**CL Construction, LLC
1927 County Road I
Wahoo, NE 68504
402-441-2212**

**West Haymarket Joint Public Agency
Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into by and between **CL Construction, LLC, 1927 County Road I, Wahoo, NE 68504**, hereinafter called the Contractor, and West Haymarket Joint Public Agency, Lincoln, Nebraska, hereinafter called JPA.

WHEREAS, JPA 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:

Loading Dock Roof Extension for Pinnacle Bank Arena, Bid No. 24-209

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

WHEREAS, JPA, in the manner prescribed by law has 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 JPA 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 JPA's award of this Contract to the Contractor, such award being based on the acceptance by JPA of the Contractor's Proposal, or part thereof, as follows:

Agreement to Full Proposal

2. The JPA 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 JPA:

The JPA will pay for products/services, 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 \$37,956.00.

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: A performance and payment bond in the full amount of the contract shall be required for all construction contracts. These bonds shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the Contractor may submit a maintenance bond in place of the performance bond.
- 6a. TERMINATION FOR CAUSE
- a) JPA 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, JPA without prejudice to any other rights or remedies of JPA may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition JPA 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 JPA may deem expedient.
 - c) If the Contract is terminated by JPA 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 JPA.
 - 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 JPA 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 JPA.
 - 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 JPA.
 - f) No termination or action taken by JPA after termination shall prejudice any other rights or remedies of JPA provided by law or by the Contract Documents upon such termination; and JPA may proceed against Contractor to recover all losses suffered by JPA.

6b. TERMINATION BY JPA FOR CONVENIENCE

- a) JPA 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, JPA 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 JPA;
 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, JPA has directed not to be discontinued;
 3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by JPA of all orders and subcontracts not related to that portion of the Work, if any, JPA has 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, JPA 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 JPA. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, JPA may direct the Contractor to deliver such goods to the Site or to such other place as JPA may reasonably determine, whereupon JPA shall pay to the Contractor the cost for such goods and materials.
- f) Upon such termination, JPA 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 JPA pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.

7. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of JPA and employees of JPA shall not be deemed to be employees of the Contractor. The Contractor and JPA shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor JPA'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.

8. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION: In accordance with the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. §73-901 to §73-907, a public entity shall require a company that submits a bid, or proposal, or enters into any contract or contract renewal with any public entity, to certify that the company is not a scrutinized company and will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any

products or services to be provided do not originate with a scrutinized company. As such the Contractor agrees to do one of the following:

- (A) If the Contractor is providing technology related goods or services under the Act, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the Contractor is not a scrutinized company and attach it to the Agreement; or
- (B) If the Contractor is not providing technology related goods or services under the Act, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the Contractor is not providing such services and is not subject to the Act; or
- (C) If the Contractor is providing technology related goods under the Act, and Contractor is a scrutinized company that qualifies under Neb. Rev. Stat. §73-906(2) as an exception for the provision of manufactured goods only, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the contractor is a scrutinized company that meets the exception provided under the Act.

9. **PERIOD OF PERFORMANCE:** The contract shall become effective upon execution. The final completion date shall be no later than June 1, 2025.

10. The Contract Documents comprise the Contract, and consist of the following:

- 1. Contract Terms
- 2. Performance and Payment Bonds
- 3. Supplier Response
- 4. Specifications
- 5. Loading Dock Drawing
- 6. Foreign Adversary Contracting Prohibition Act Certification Form
- 7. Employee Classification Act Affidavit
- 8. Employee Classification Act EO 83319
- 9. Certified Statement
- 10. Insurance Requirements
- 11. Certificate of Insurance and Endorsements
- 12. Instructions to Bidders
- 13. Sales Tax Exemption Forms 13 & 17

* If the project includes paving, water, sewer, sidewalk, lighting or traffic signal work, JPA Standard Specifications for Municipal Construction will apply, which are on file in the office of JPA Clerk. Copies may be obtained at the Office of the City Engineer.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

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

Vendor Signature Page

CONTRACT
Loading Dock Roof Extension for Pinnacle Bank Arena
Bid No. 24-209
West Haymarket Joint Public Agency
CL Construction, LLC

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Name of Corporation

Address

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

CL Construction LLC
Name of Organization

LLC

Type of Organization

1927 County Road I, Wahgan NE 68066
Address

By: Tyson L'Heureux
Member

By: Math Buol-Feng
Member

IF AN INDIVIDUAL:

Name

Address

Signature

GUIDELINES FOR USE OF EJCDC® C-610, PERFORMANCE BOND

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

The Performance Bond is the document in which the Contractor and Surety provide assurances to the Owner regarding the performance and completion of the Contractor's obligations under the construction contract. The Performance Bond establishes the responsibilities of the Surety with regard to a default in performance by the Contractor.

The Owner typically provides the Performance Bond form to prospective Bidders or Contractors, sometimes with some of the Project-specific information (for example, Owner's correct legal entity name) inserted in the form. After a Contractor has been selected, the Contractor's Surety issues the actual executed Performance Bond, based on the form, and the Contractor submits the executed Performance Bond to Owner at the time the Contract is signed.

For additional information regarding C-610, see EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

2.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

3.0 EDITING THIS DOCUMENT

3.1 It is intended that this document be edited before being furnished as a form to prospective Bidders or Contractors, and for each actual issuance of a Performance Bond. Guidelines for editing include:

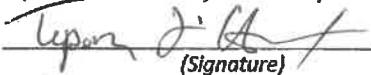



- A. Remove the cover pages which consist of the title pages and these Guidelines for Use.
- B. Type in required information as indicated by brackets ([]). Bracketed text will usually provide instructions for what is to be inserted in place of the brackets. Delete brackets and change formatting to match existing text after project specific text has been added, e.g. change "[Project Name]" to "Peach Street Renovation" (without brackets or bold, or quotation marks).
- C. Fill in blanks, if any. It will be more common for information to be inserted by user to be indicated by a prompt in brackets, as described in Paragraph B above, rather than by an underline-style blank.
- D. Modify check-boxes as required by clicking in the box.

4.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

PERFORMANCE BOND

Bond No. GM 233988

Contractor Name: CL Construction LLC Address (principal place of business): 1927 County Road I Wahoo, NE 68066	Surety Name: Great Midwest Insurance Company Address (principal place of business): 800 Gessner Road, Ste 600 Houston, TX 77024
Owner Name: West Haymarket Joint Public Agency Mailing address (principal place of business): City of Lincoln, 555 South 10th Street Lincoln, NE 68508	Contract Description (name and location): Loading Dock Roof Extension for Pinnacle Bank Arena, Bid No. 24-209 Contract Price: \$37,956.00 Effective Date of Contract: Upon Execution of Contract
Bond Bond Amount: \$37,956.00 Date of Bond: 11/13/2024 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal <div style="text-align: center;">CL Construction LLC <i>(Full formal name of Contractor)</i></div> <hr/> By: <u></u> <div style="text-align: center;"><i>(Signature)</i></div> Name: <u>Tyson L. Heureux</u> <div style="text-align: center;"><i>(Printed or typed)</i></div> Title: <u>Millwright Project Manager</u> Attest: <u></u> <div style="text-align: center;"><i>(Signature)</i></div> Name: <u>Matt Buol-Ferg</u> <div style="text-align: center;"><i>(Printed or typed)</i></div> Title: <u>Sr Proj. Mgr</u>	Surety <div style="text-align: center;">Great Midwest Insurance Company <i>(Full formal name of Surety) (corporate seal)</i></div> <hr/> By: <u></u> <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div> Name: <u>Thomas L. King</u> <div style="text-align: center;"><i>(Printed or typed)</i></div> Title: <u>Attorney-in-Fact</u> Attest: <u></u> <div style="text-align: center;"><i>(Signature)</i></div> Name: <u>Sandra M. Walter</u> <div style="text-align: center;"><i>(Printed or typed)</i></div> Title: <u>Witness</u>
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

EJCDC® C-610, Performance Bond.

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and American Society of Civil Engineers. All rights reserved.

1. The Contractor and 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 when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. 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 does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. 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:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. 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 a contractor selected with the Owners 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 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances;

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Paragraph 5.4, and the Owner refuses the payment, 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.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
- 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 7.2. 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 5; and
- 7.3. 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.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. 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 will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
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. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of 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 periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
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 will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *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 for the Contractor for 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.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

PAYMENT BOND

Bond No. GM 233988

Contractor Name: CL Construction LLC Address (principal place of business): 1927 County Road I Wahoo, NE 68066	Surety Name: Great Midwest Insurance Company Address (principal place of business): 800 Gessner Road, Ste 600 Houston, TX 77024
Owner Name: West Haymarket Joint Public Agency Mailing address (principal place of business): City of Lincoln, 555 South 10th Street Lincoln, NE 68508	Contract Description (name and location): Loading Dock Roof Extension for Pinnacle Bank Arena, Bid No. 24-209 Contract Price: \$37,956.00 Effective Date of Contract: Upon Execution of Contract
Bond Bond Amount: \$37,956.00 Date of Bond: 11/13/2024 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal CL Construction LLC <i>(Full formal name of Contractor)</i> By: <u>Tyson L. Heureux</u> <i>(Signature)</i> Name: <u>Tyson L. Heureux</u> <i>(Printed or typed)</i> Title: <u>Millwright Project Manager</u> Attest: <u>Matthew Boal-Ferg</u> <i>(Signature)</i> Name: <u>Matthew Boal-Ferg</u> <i>(Printed or typed)</i> Title: <u>Sr Proj. Mgr</u>	Surety Great Midwest Insurance Company <i>(Full formal name of Surety) (corporate seal)</i> By: <u>Thomas L. King</u> <i>(Signature) (Attach Power of Attorney)</i> Name: <u>Thomas L. King</u> <i>(Printed or typed)</i> Title: <u>Attorney-in-Fact</u> Attest: <u>Sandra M. Walter</u> <i>(Signature)</i> Name: <u>Sandra M. Walter</u> <i>(Printed or typed)</i> Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and 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, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will 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 satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. 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 the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. 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.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, 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 will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. 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 will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the 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.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

James M. King, Thomas L. King, Seth Weedon, Jacob J. Buss

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



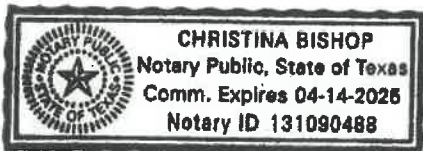
GREAT MIDWEST INSURANCE COMPANY

BY

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 13th Day of November, 2024.



BY

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



24-209 Addendum 2

CL Construction LLC.

Supplier Response

Event Information

Number: 24-209 Addendum 2
Title: Loading Dock Roof Extension for Pinnacle Bank Arena
Type: Notice to Bidders
Issue Date: 10/23/2024
Deadline: 11/6/2024 02:00 PM (CT)

Contact Information

Contact: Sharon Mulder, Asst. Purchasing Agent
Address: 440 South 8th Street
Suite 200
Lincoln, NE 68508
Phone: (402) 441-7428
Email: smulder@lincoln.ne.gov

CL Construction LLC. Information

Contact: Ryne Kissinger
Address: 1927 County Road I
Wahoo, NE 68504
Phone: (402) 441-2212
Fax: (402) 858-6151
Email: rynek@clnebraska.com
Web Address: clnebraska.com

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

Tyson L'Heureux

Signature

Submitted at 11/6/2024 10:19:51 AM (CT)

tysonl@clnebraska.com

Email

Requested Attachments

Foreign Adversary Contracting Prohibition Act Form

Complete and upload the certification form in the Attachments tab in Ebid.

Foreign Adversary Contracting
Prohibition Act Certification FF-S
Form - Signed.pdf

Employee Classification Act Affidavit

Complete and upload the Employee Classification Act Affidavit from the Attachment tab.

Employ_Class_Act_Affidavit_City.
Co.PBC - Signed.pdf

Attestation Form

Complete and upload the Attestation Form from the Attachment tab.

United States Citizenship
Attestation Form - Signed.pdf

Bid Attributes

1 Agreement to Addendum No. 2

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.

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

1. Attached Roof Extension Drawing that was inadvertently left off of Addendum 1.

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

☒ Yes

2 Agreement to Addendum No. 1

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.

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

- 1. Attached Pre-bid Attendance List.**
- 2. Attached a rough drawing of roof extension.**
- 3. No electrical is need for the roof extension, but please price additional material for canopy.**

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

☒ Yes

3 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

☒ Yes

4 Insurance Requirements and Endorsements

Contractor agrees to provide required insurance coverage and comply with each provision listed in the **Insurance Requirements** attached in EBid. Submission of the **Certificate of Insurance** and the applicable **endorsements**. **Bidders are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid closing in order to expedite the contract execution process.**

☒ Yes

5 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes

6 Drawings

I acknowledge reading and understanding the Project Drawings.

☒ Yes

7 Contract Contact

The Purchasing Department issues Contracts via email to a designated contact person of the awarded Bidder. This designee should be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract to be awarded.

Tyson L'Heureux / tysonl@cnebraska.com / 402-984-2613

8 Assignment

Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the City.

☒ Yes

9	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. <input checked="" type="checkbox"/> Yes
10	City = JPA I acknowledge that wherever the City of Lincoln is referenced in this bid, it shall mean the West Haymarket Joint Public Agency (JPA). <input checked="" type="checkbox"/> Yes
11	Standard Specifications for Municipal Construction I acknowledge reading and understanding the current City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans (including General Provisions and Requirements, and Material and Construction Specifications) View at: lincoln.ne.gov Standard Specifications for Municipal Construction <input checked="" type="checkbox"/> Yes
12	Employee Class Act Affidavit I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319. If awarded the contract, I will abide by the law, notarize and attach the Employee Classification Act Affidavit to the contract. <input checked="" type="checkbox"/> Yes
13	Warranty I warrant that all equipment and supplies offered will conform to the design, specifications, samples, or other descriptions contained in this bid, will be free from defects in workmanship and material and to the extent that I know, or have reason to know of the purpose for which the supplies are intended, will be fit and sufficient for such purpose as deemed applicable. The warranty required here under must provide all parts, equipment, transportation, technical assistance, labor and supervision necessary to correct any deficiency resulting from manufacturing defects without charge for a period of one (1) year after the date of final acceptance of all materials, equipment, and services furnished by successful bidder. Thereafter the manufacturer's standard warranty will apply. <input checked="" type="checkbox"/> Yes
14	Foreign Adversary Contracting Prohibition Act I hereby understand and agree to comply with the requirements of the Foreign Adversary Prohibition Act and have completed and uploaded the certification form in the Response Attachments tab in Ebid. If a Vendor indicates on such certification form that the company is a scrutinized company, the Vendor must meet the exception requirements under the Act and agrees to provide documentation to verify the exception requirements with the bid response. Vendor further understands and agrees that any scrutinized company that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and such violation may void the contract. <input checked="" type="checkbox"/> Foreign Adversary Contracting Prohibition Act

1
5**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 may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

NO

1
6**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 an 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**Bid Lines**

1

Loading Dock Roof Extension for Pinnacle Bank Arena:

Includes designing roof extension, engineer, delivery, and install/build roof extension over docks 4 and 5.

To include all costs associated with labor, supervision, materials, supplies, permits, and licenses required to perform the services requested in these Specifications and other bid documents.

Quantity: 1 UOM: Lump Sum Unit Price: \$37,956.00 Total: \$37,956.00

Response Total: \$37,956.00

Loading Dock Roof Extension Pinnacle Bank Arena

1. GENERAL NOTICE

- 1.1 The City of Lincoln, hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s); the new loading dock roof extension for loading dock at Pinnacle Bank Arena requires the following:
 - 1.1.1 Design a roof extension off of dock 4 & 5 on the North end of PBA.
 - 1.1.2 Engineer as planned for roof extension
 - 1.1.3 Build roof extension over dock 4 & 5
 - 1.1.4 Delivery and Installation must be included.
- 1.2 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all the requirements, is the most advantageous to the City, and as the City deems will best serve the interests of the City.
- 1.3 Vendor shall submit bid and all requested supporting documents via the City/County ebid system
 - 1.3.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Division.
 - 1.3.2 To register, go to the City of Lincoln website at www.lincoln.ne.gov
 - Type "bid" into search box
 - CLICK ON **Bids and Contracts**
 - CLICK ON **Supplier Registration**
 - Enter information as required.
 - 1.3.3 All fields marked with the red asterisk must be completed to register successfully.
- 1.4 Any deviation from these specifications or other documents associated with the bid must be documented on company letterhead and submitted prior to bid close.
- 1.5 All inquiries regarding these specifications shall be submitted in writing to Sharon Mulder, Asst. Purchasing Agent via email to (smulder@lincoln.ne.gov)
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addendum.
 - 1.5.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.5.3 Failure to comply with this directive may result in Vendor's bid being rejected.
- 1.6 Work may be performed at the jobsite during operating hours which are from 8am – 5pm, Monday – Friday. Work outside of these days and times shall be subject to approval of the Owner depending on event schedule.
- 1.7 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.8 Payment will be made upon completion of installation and approval by the Owner's Representative.

2. PROJECT SCOPE

- 2.1 To provide and install electrical in different areas of Pinnacle Bank Arena to reduce trip hazards, electrical safety and improves functionality throughout all areas of PBA.

3. Bidder to Provide Quote for All Electrical Needs Listed Below

- 3.1 Bidder required to bid on all projects at PBA:
- 3.2 Courtside Club Receptacles
 - 3.2.1 Add three additional double duplex receptacles for the serving line. One Circuit per location
 - 3.2.2 Add two additional circuits for tv and serving line equipment on adjacent wall. One circuit per location.
- 3.3 Grab & Go near Concession Chimney Rock, Salt Flats and Bryan Health on East side of PBA
 - 3.3.1 Install at least
- 3.4 The General Contractor is responsible for:
 - 3.4.1 Purchasing all material
 - 3.4.2 Installing all material
 - 3.4.3 Construction of all material
 - 3.4.4 Hiring any additional labor as necessary
- 3.5 The Roof Extension
 - 3.5.1 All materials should be made of Aluminum or Galvanized steel to prevent rusting. (We are open to other materials if recommended)
 - 3.5.2 The roof extension should be flush to loading dock 4 & 5
 - 3.5.3 Approximate roof extension dimensions should be:
 - 3.3.1 – 36'W x 12'D x 14'H
 - 3.5.4 No lighting additional light will be required
- 3.6 Lifts and Equipment
 - 3.6.1 Contractor is allowed to using PBA lifts, forklifts to help reduce the cost of the overall project.
- 3.7 Final Design
 - 3.7.1 Final design must be approved by PBA prior to the start of construction

4. DELIVERY AND INSTALLATION

- 4.1 Pricing shall include F.O.B delivery:
 - Pinnacle Bank Arena
 - 400 Pinnacle Arena Drive
 - Lincoln, NE 68508
- 4.2 Delivery will be to the loading dock.
- 4.3 Delivery and Installation shall be between the hours of 8:00 am to 4:30 pm Monday through Friday and must work around the event schedule.
- 4.4 Awarded Vendor must coordinate delivery of equipment with the Owners, providing a twenty-four-hour notice prior to delivery.

5. EVALUATION CRITERIA

- 5.1 Evaluation of bids will consist of the following:
 - 5.1.1 Contract will be awarded to the lowest, responsible, responsive vendor whose bid substantially meets all the required specifications, duties, terms, and conditions as defined in this request.

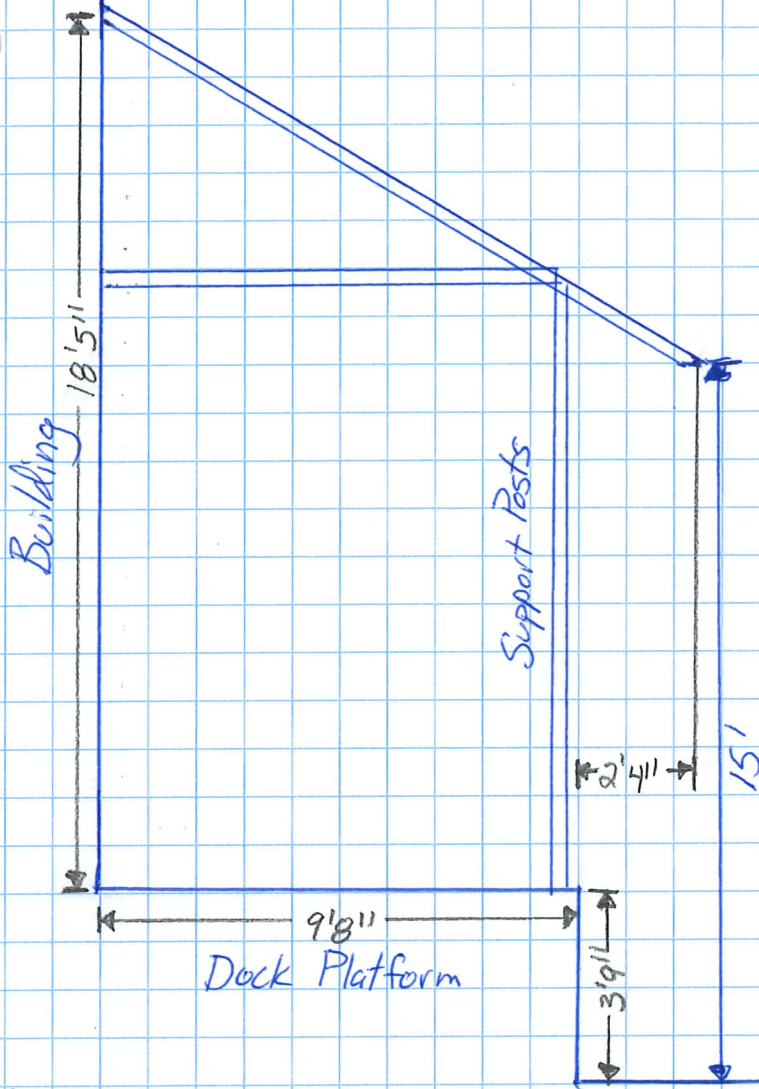
- 5.2 Vendor will be given an approved contract after the WHJPA board meets in December 2024.
- 5.3 Vendor must hold pricing until end of December 30th, 2024, after approval from WHJPA board.

Picture of location for future awning:

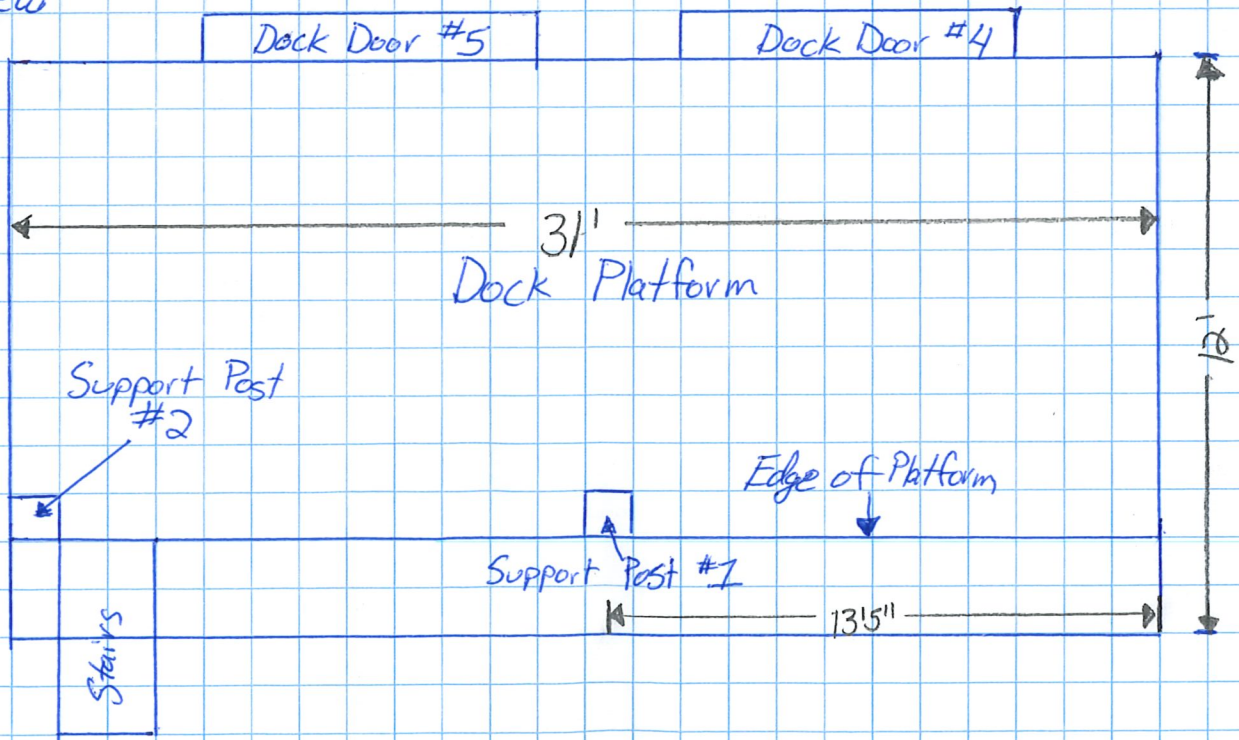


Side View

Loading Dock Awning



Top View



**FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT
CERTIFICATION FORM FOR
TECHNOLOGY RELATED PRODUCT OR SERVICES**

For the purposes of complying with the Foreign Adversary Contracting Prohibition Act ("the Act"), Neb. Rev. Stat. §73-901 to §73-907, I attest and certify as follows:

Name of Company CL Construction LLC

Check all that apply:

- ☒ I am authorized to attest and certify as the owner of the Company, in whole or in part, or as an authorized representative of the Company, to make the certifications required herein.
- ☐ The Company is providing technology related products and/or services to the public entity and is not a scrutinized company as defined in the Act; it is not subcontracting with a scrutinized company under the Act; and the technology related products and/or services provided herein do not originate with a scrutinized company under the Act.
- ☒ The Company is not providing technology related goods or services as defined under the Act.
- ☐ The Company is a scrutinized company and has entered into an Agreement or an Agreement Renewal with the public entity to provide a technology related good manufactured by a scrutinized company that meets the exception for the provision of a technology related good by a scrutinized company.
- ☒ I hereby attest and certify on behalf of the Company that the responses and information provided on this form are true, complete, and accurate. The Company understands that any scrutinized company that violates this Act or that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and that such violation may void the contract.

PRINT NAME:

Tyson James L'Heureux
(First, Middle, Last)

SIGNATURE:

Tyson J'Heureux

TITLE:

Millwright Project Manager

DATE:

11-5-24

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

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

I, Tyson L'Heureux, herein below known as the Contractor, state under oath and swear as follows:

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

Tyson James L'Heureux
(First, Middle, Last)

SIGNATURE:

Tyson L'Heureux

TITLE:

Millwright Project Manager

State of Nebraska)

) ss.

County of Lancaster)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 5 day of November, 2024.



Brittnie Lauer
Notary Public

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

Neb. Rev. Stat 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, Tyson L'Heureux, do hereby certify that all equipment to be used on Bid No. 24-209, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

DATED this 18 day of November, 2024.

By: Tyson L'Heureux
Title: Millwright Project Manager



CITY OF LINCOLN
EXECUTIVE ORDER

NO. 083319

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employee, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the City of Lincoln Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the City of Lincoln and is a grounds for rescission of the contract by the City.

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

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the City of Lincoln

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

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

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

Dated this 28 day of July, 2010.


Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:


City Attorney

Insurance Requirements

Submitted on	21 October 2024, 3:49PM
Receipt number	1661
Related form version	18

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

DEFINITIONS: For purposes of these Requirements, the following definitions apply:

- **"Agreement"** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **"City"** shall mean the City of Lincoln, NE.
- **"COI"** shall mean a Certificate of Insurance.
- **"Contractor"** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **"County"** shall mean the County of Lancaster, Nebraska.
- **"Owner(s)"** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **"PBC"** shall mean the Lincoln-Lancaster County Public Building Commission.
- **"Site"** shall mean the location the Work is being completed and/or delivered to.
- **"WHJPA"** shall mean the West Haymarket Joint Public Agency.
- **"Work"** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to the following: WHJPA

PROVISIONS:

- 3. Commercial General Liability
- 3.1. Construction Agreements
- 4. Automobile Liability
- 5. Workers' Compensation
- 9. Builder's Risk Insurance

Contractor shall comply with the following provisions:

1. Insurance: Coverage Information

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Deductibles/Retentions: Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

Self-Insurance: In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to

complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of Nebraska Certificate of Self-Insurance for Workers' Compensation.

Owner(s) checked below shall be listed as the Certificate Holder on the COI using the following address: 555 S. 10th St., Lincoln, NE 68508

West Haymarket Joint Public Agency

2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.

3. Commercial General Liability: The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
- C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

3.1 Construction Agreements: The following shall also apply for Construction and Construction-Related Agreements:

- A. **Basis:** The General Aggregate shall apply on a Per Project basis. The policy aggregate, if applicable, shall not be less than five (5) times the general aggregate.
- B. Products and completed operations coverage shall be maintained for at least four (4) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) substantial completion. Contractor shall furnish Owner evidence of continuation of such insurance for the four (4) years.
- C. **Additional Insured Endorsement Forms:** Endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. **Electronic Data:** Policy shall be endorsed to remove the exclusion for damage to electronic data "that does not result from physical injury to tangible property" by adding an Electronic Data Liability endorsement ISO CG 04 37 or its equivalent.

4. Automobile Liability: The Contractor shall have, maintain, and provide proof of Automobile Liability insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
- C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

5. Workers' Compensation; Employers' Liability: The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
- B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
- C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.

9. Builder's Risk Insurance: The Contractor shall have, maintain, and provide proof of Builder's Risk Insurance.

- A. **Limits:** not less than full insurable replacement cost value of the entire Work. Further, Off-Site Storage and Transit limits shall be in amounts not less than amounts required to fully replace the property for any such potential loss in a timely manner. Soft costs, Extra Expense and Building and Ordinance limits shall be sufficient to bear all reasonable costs properly attributable thereto.
- B. **Coverage:** Coverage shall be written on an "all risk" peril basis, insuring against physical loss or damage, including, but not limited to fire, theft, vandalism, malicious mischief, flood and earth movement/earthquake. Contractor's or Subcontractor's tools, materials, equipment, that are not intended to become a part of the Work, will not be insured by this policy. Contractor shall be financially responsible for any deductible applied to loss.
- C. **Additional Insured Endorsement Form:** This insurance shall include the Owner, the Contractor, Subcontractors (all tiers), in the Work as their interests may appear.
- D. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner, Contractor and Subcontractors (all tiers).

Subcontractors: The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

Cancellation/Renewal Notice: Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

Owner's Option: Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

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 Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

Minimum Rating - Insurer: 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-" VIII, unless Owner has expressly approves in writing.

Reservation of Rights: The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

Sovereign Immunity: Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

No Waiver by Owner: Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

Claims-made Tail Coverage: Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

E-mail Address (Internal use only)

rweiss@pinnaclebankarena.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2024

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 FNIC P.O. Box 45279 Omaha, NE 68145	CONTACT NAME: Michelle Schrilla PHONE (A/C, No, Ext): 402-861-7000 E-MAIL ADDRESS: michelle.schrilla@fnicgroup.com FAX (A/C, No):
INSURED CL Construction, LLC 1927 County Road I Wahoo, NE 68066	INSURER(S) AFFORDING COVERAGE INSURER A : The Cincinnati Insurance Co INSURER B : Accident Fund General Insurance Co INSURER C : The Cincinnati Casualty Co INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 111893042

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 <input checked="" type="checkbox"/> 250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			EPP0367882	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0367882	1/1/2024	1/1/2025	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 DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0367882	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP100104252	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
C	Inland Marine - Builders Risk Soft Cost Temporary Structures			tbd	1/1/2025	3/31/2025	Building Limit/Deduct \$25,000 \$10,000 \$37,956/\$5,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln
West Haymarket Joint Public Agency
Lancaster County
Lincoln-Lancaster County Public Building Commissio
555 S 10th Street
Lincoln, NE 68508
United States

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS
AND AUTOMATIC WAIVER OF SUBROGATION
WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT,
PERMIT OR AUTHORIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations 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; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

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

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

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

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

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

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
 2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**
- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
 2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2024

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 FNIC P.O. Box 45279 Omaha, NE 68145	CONTACT NAME: Michelle Schrilla PHONE (A/C, No, Ext): 402-861-7000 FAX (A/C, No): E-MAIL ADDRESS: michelle.schrilla@fnicgroup.com
INSURED CLC67835 CL Construction, LLC 1927 County Road I Wahoo, NE 68066	INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Casualty Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 28665

COVERAGES

CERTIFICATE NUMBER: 684674137

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine - Builders Risk Soft Cost Property in Transit & Temporary			EBN0732232	1/1/2025	3/31/2025	Building Limit/Deduct \$25,000 \$50,000 \$37,956/\$5,000

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

City of Lincoln, West Haymarket Joint Public Agency, Lancaster County and Lincoln-Lancaster County Public Building Commission are additional insured for builders risk coverage when required by written contract executed prior to loss.

Waiver of subrogation in favor of City of Lincoln, West Haymarket Joint Public Agency, Lancaster County and Lincoln-Lancaster County Public Building Commission applies per the builders risk coverage form, if required by written contract executed prior to loss. (See Form MA 112 02 21, page 15, Item E, part 8) attached.

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln West Haymarket Joint Public Agency Lancaster County Lincoln-Lancaster County Public Building Commissio 555 S 10th Street Lincoln, NE 68508 United States	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL NAMED INSURED - BUILDERS' RISK
INLAND MARINE COVERAGE PART**

This endorsement modifies insurance provided under the following:

BUILDERS' RISK INLAND MARINE COVERAGE PART

For the purposes of this endorsement only, **BUILDERS' RISK INLAND MARINE COVERAGE FORM, E. OTHER CONDITIONS** is amended to include the following:

Additional Named Insured

When required by you in a written contract or agreement executed prior to a loss, the person(s) or organization(s) shown below is an additional named insured, but only with respect to their interest in Covered Property at the premises shown on the "Declarations":

Owners, Contractors, Sub-Contractors and Sub-subcontractors

BUILDERS' RISK INLAND MARINE COVERAGE FORM

TABLE OF CONTENTS

Begins on Page:

A. COVERAGE.....	2
1. Covered Property.....	2
a. Buildings and Structures.....	2
b. Scaffolding and Construction Forms.....	2
c. Temporary Structures, Office Trailers and Fences.....	2
2. Property Not Covered.....	2
3. Covered Causes of Loss.....	2
4. Additional Coverages.....	2
a. Transit and Storage Locations.....	3
b. Debris Removal.....	3
c. Emergency Removal.....	3
d. Emergency Removal Expenses.....	3
e. Fire Department Service Charges.....	3
f. "Pollutant" Cleanup and Removal.....	3
g. Rewards.....	4
h. Fire Protection Equipment Recharge.....	4
i. Trees, Shrubs, Plants and Lawns.....	4
j. Construction Contract Penalty.....	4
k. Expediting Expenses.....	5
l. Fraud and Deceit.....	5
m. Ordinance or Law Coverage for New Construction.....	5
n. Valuable Papers and Records.....	6
o. "Soft Costs".....	6
p. "Fungi", Wet Rot, Dry Rot and Bacteria - Limited Coverage.....	6
q. Temporary Structures Expense.....	7
r. Claims Preparation Expense.....	8
B. EXCLUSIONS.....	8
1.a. Governmental Action.....	8
1.b. Earth Movement.....	8
1.c. Water.....	8
1.d. Nuclear Hazard.....	9
1.e. Ordinance or Law.....	9
1.f. Penalties.....	9
1.g. War and Military Action.....	9
1.h. "Fungi", Wet Rot, Dry Rot and Bacteria.....	10
2.a. Dishonest or Criminal Acts.....	10
2.b. Freezing.....	10
2.c. Loss of Use.....	10
2.d. Missing Property.....	10
2.e. "Pollutants".....	10
2.f. Rain, Snow, Ice, Sleet or Frost.....	10
2.g. Voluntary Parting.....	10
3.a. Faulty, Inadequate, Defective, or Error or Omission.....	11
3.b. Electrical Current.....	11
3.c. Mechanical Breakdown.....	11
3.d. Settling, Cracking, Shrinking, Bulging or Expansion.....	11
3.e. Temperature/Humidity.....	11
3.f. Miscellaneous Causes of Loss.....	11
C. DEDUCTIBLE.....	11
D. LOSS CONDITIONS.....	11
E. OTHER CONDITIONS.....	14
F. DEFINITIONS.....	16

BUILDERS' RISK INLAND MARINE COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown on the "Declarations". The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G. DEFINITIONS**.

A. COVERAGE

We will pay for direct "loss" to Covered Property caused by or resulting from a Covered Cause of Loss.

1. Covered Property

Covered Property means the following property while located on the premises of the buildings or structures described on the "Declarations", or within 1,000 feet of such premises.

- a. **Buildings and Structures** - Buildings and structures while in the course of construction, erection or fabrication. This includes materials and supplies which will become a permanent part of the buildings or structures. This also includes foundations, excavations, grading and filling that are a part of such buildings or structures.
- b. **Scaffolding and Construction Forms** - Scaffolding or construction forms, provided the scaffolding or construction forms are used to service the described building or structure.
- c. **Temporary Structures, Office Trailers and Fences** - Temporary structures, office trailers and fences, provided the temporary structures, office trailers and fences are used to service the described building or structure. This includes cribbing, falsework and shoring.

2. Property Not Covered

Covered Property does not include:

- a. **Aircraft or watercraft** - Aircraft or watercraft, including drones;
- b. **Automobiles** - Automobiles, motorcycles or any self-propelled vehicles that are designed for highway use;

- c. **Contraband** - Contraband or property in the course of illegal transportation or trade;
- d. **Existing Buildings or Structures** - Existing buildings or structures to which additions, alterations, improvements, or repairs are being made;
- e. **Land, Water or Growing Crops** - Land (including land on which Covered Property is located), water, growing crops or standing timber;
- f. **Money and Securities** - Accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, deeds, or securities;
- g. **Trees, Shrubs, Plants and Lawns** - Trees, shrubs, plants and lawns, except as provided in **A. COVERAGE, 4. Additional Coverages, i. Trees, Shrubs, Plants and Lawns**;
- h. **Waterborne Property** - Property while waterborne, except while in transit in the custody of a carrier for hire;
- i. **Machinery, Tools and Equipment** - Machinery, tools and equipment that will not become a part of the building or structure, except as provided in **A. COVERAGE, 1. Covered Property, b. Scaffolding and Construction Forms**; or
- j. **Valuable Papers and Records** - Valuable Papers and Records, except as provided in **A. COVERAGE, 4. Additional Coverages, n. Valuable Papers and Records**.

3. Covered Causes of Loss

Covered Causes of Loss means direct "loss" unless the "loss" is excluded or limited in this Coverage Form.

4. Additional Coverages

The following Additional Coverages apply only when a "limit" is indicated below or on the "Declarations". Unless stated otherwise, the Limits of Insurance referenced in the following Additional Coverages are

in addition to the "limit" shown on the "Declarations" for Covered Property.

- a. **Transit and Storage Locations** - We cover direct "loss" caused by a Covered Cause of Loss to materials and supplies which will become a permanent part of buildings or structures described on the "Declarations" while they are:

- (1) In transit; or
- (2) At an unscheduled storage location.

The most we will pay under this coverage is the "limit" indicated on the "Declarations".

- b. **Debris Removal** - We will pay the cost to remove the debris of Covered Property that is caused by a Covered Cause of Loss. Debris Removal does not apply to costs to:

- (1) Extract "pollutants" from land or water; or
- (2) Remove, restore, or replace polluted land or water.

We will not pay any more under this coverage than 25% of the amount we pay for the direct "loss". We will not pay more for "loss" to Covered Property and debris removal combined than the "limit" for the damaged Covered Property.

However, we will pay an additional amount of debris removal expense up to the "limit" indicated on the "Declarations" when the debris removal expense exceeds 25% of the amount we pay for direct "loss" or when the "loss" to Covered Property and debris removal combined exceeds the "limit" for the damaged Covered Property.

We will not pay any expenses unless they are reported to us in writing within 180 days from the date of direct "loss" to Covered Property.

- c. **Emergency Removal** - We will pay for "loss" to Covered Property while it is moved or being moved to prevent an actual or imminent "loss" caused by a Covered Cause of Loss at the premises described on the "Declarations". We will pay for any direct "loss" caused by a Covered Cause of Loss for up to the number of days in-

dictated on the "Declarations" after the Covered Property is first moved.

- d. **Emergency Removal Expenses** - We will pay for your necessary expenses to move or store Covered Property to prevent "loss" caused by a Covered Cause of Loss. This includes your necessary expenses to return Covered Property to the original premises once the threat of imminent "loss" has passed. The most we will pay for expenses to move or store Covered Property to prevent a "loss" is the "limit" indicated on the "Declarations".

- e. **Fire Department Service Charges** - When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to the "limit" indicated on the "Declarations" in any one occurrence. Such "limit" is the most we will pay, regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No deductible applies to this Additional Coverage.

- f. **"Pollutant" Cleanup and Removal** - We will pay your expenses to extract "pollutants" from land or water at a location described on the "Declarations" if the discharge, dispersal, seepage, migration, release, escape or emission of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from land or water.

The most we will pay under this Additional Coverage for each site or location is the "limit" indicated on the "Declarations" for the sum of all covered expenses arising out of a Covered Cause of Loss occurring during each separate 12-month period of this policy.

- g. Rewards** - We will reimburse you for rewards paid to an eligible person for information that leads to a conviction for arson, theft, vandalism, or burglary or the return of undamaged stolen Covered Property. This Additional Coverage must involve a covered "loss" caused by arson, theft, vandalism or burglary.

An eligible person means that person designated by a law enforcement agency as the first to voluntarily provide the necessary information or return the stolen Covered Property, and who is not:

- (1) You or any family member;
- (2) Your employee or any of his or her family members;
- (3) An employee of a law enforcement agency;
- (4) An employee of a business engaged in property protection;
- (5) Any person who had custody of the Covered Property at the time of "loss"; or
- (6) Any person involved in this crime.

The reward payment must be documented. The most we will pay for "loss" in any one occurrence under this Additional Coverage is the "limit" indicated on the "Declarations".

h. Fire Protection Equipment Recharge -

- (1) We will pay for the expenses you incur to recharge your automatic fire suppression system or portable fire extinguishers when the equipment is discharged:
 - (a) To combat a covered fire to which this insurance applies;

- (b) As a result of another Covered Cause of Loss other than fire; or

- (c) As a result of an accidental discharge.

- (2) If it is less expensive to do so, we will pay your costs to replace your automatic fire suppression system or portable fire extinguishers rather than recharge that equipment.

The most we will pay in any one occurrence under this Additional Coverage is the "limit" indicated on the "Declarations".

i. Trees, Shrubs, Plants and Lawns - We will pay for direct "loss" to trees, shrubs, plants and lawns (including those incorporated into any vegetative roof or wall systems) if the direct "loss" results from a Covered Cause of Loss.

- (1) The most we will pay for any one occurrence for each location is the "limit" indicated on the "Declarations", but not more than \$500 for any one tree, shrub or plant.
- (2) We do not pay for "loss" caused by infestation, disease, drought, lack of moisture, insects, animals, rodents, freezing, windstorm, hail or weight of ice or snow.
- (3) This Additional Coverage does not apply to trees, shrubs, plants or lawns that existed at the premises prior to construction.

j. Construction Contract Penalty - If the first named insured is the general contractor for the construction project described on the "Declarations", we will pay for contractual penalties imposed by written contract between such general contractor and its customers. These penalties must:

- (1) Result from failure to complete the construction project on time according to contract terms;
- (2) Result from direct "loss" to Covered Property by a Covered Cause of Loss; and
- (3) Have been paid by such general contractor to its customers.

The most we will pay under this Additional Coverage per occurrence is the "limit" indicated on the "Declarations".

- k. **Expediting Expenses** - With respect to "loss" to Covered Property from a Covered Cause of Loss, we will pay for the extra cost you necessarily incur to:

- (1) Make temporary repairs; and
- (2) Expedite the permanent repairs or replacement of the damaged Covered Property.

These costs include, but are not limited to, additional wages for overtime, extra costs for express transportation and storage fees, and additional rental equipment expenses.

The most we will pay in any one occurrence for all expediting expenses is the "limit" indicated on the "Declarations".

- l. **Fraud and Deceit** - We will cover theft of Covered Property when you, your agents, your employees, customers, or consignees are fraudulently induced to part with the Covered Property:

- (1) To persons who falsely represent themselves as the proper persons to receive the property;
- (2) By the acceptance of fraudulent bills of lading or shipping receipts; or
- (3) As a result of or directly related to the use of any electronic data processing hardware or software.

The most we will pay in any one occurrence for theft of Covered Property from fraud and deceit is the "limit" indicated on the "Declarations".

- m. **Ordinance or Law Coverage for New Construction**

- (1) **Coverage A - Coverage for Loss to Undamaged Portion of Building**

If a Covered Cause of Loss occurs to Covered Property shown on the "Declarations", we will pay for "loss" to the undamaged portion of the building caused by

enforcement of any ordinance or law that:

- (a) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- (b) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- (c) Is in force at the time of "loss".

Coverage A is included within the "limit" applicable to the Covered Property as shown on the "Declarations". Coverage A does not increase the "limit".

- (2) **Coverage B - Demolition Cost Coverage**

If a Covered Cause of Loss occurs to Covered Property, we will pay the cost to demolish and clear the site of undamaged parts of the Covered Property caused by enforcement of building, zoning or land use ordinance or law.

Section E. OTHER CONDITIONS, 1. Coinsurance does not apply to **Coverage B - Demolition Cost Coverage**.

The most we will pay under **Coverage B - Demolition Cost Coverage** is the lesser of the following:

- (a) The amount you actually spend to demolish and clear the site of the described premises; or
- (b) The applicable "limit" shown for **Coverage B** on the "Declarations".

- (3) **Coverage C - Increased Cost of Construction Coverage**

If a Covered Cause of Loss occurs to Covered Property, we will pay for the increased cost to repair, rebuild or construct the Covered Property caused by enforcement of building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar oc-

cupancy as the current property, unless otherwise required by zoning or land use ordinance or law.

However, we will not pay for the increased cost of construction if the building is not repaired or replaced.

Section E. OTHER CONDITIONS, 1. Coinsurance does not apply to **Coverage C - Increased Cost of Construction Coverage**.

The most we will pay under **Coverage C - Increased Cost of Construction Coverage** is the lesser of:

- (a) The increased cost of construction at the same premises; or
- (b) The applicable "limit" shown for **Coverage C** on the "Declarations".

We will not pay under this Additional Coverage for:

- (1) Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of Covered Property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or
- (2) The costs associated with the enforcement or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", wet or dry rot or bacteria.
- (3) "Loss" due to any ordinance or law that:
 - (a) You were required to comply with before the "loss", even if the building was undamaged; and
 - (b) You failed to comply with.

We will not pay under this Additional Coverage until the Covered Property is actually repaired or replaced, at

the same or another premises, and we will not pay under this Additional Coverage unless the repairs or replacement are made as soon as reasonably possible after the "loss", not to exceed two years. We may extend this period in writing during the two years.

- n. **Valuable Papers and Records** - We will pay your costs to research, replace or restore the lost or damaged information on valuable papers and records for the construction project described on the "Declarations" that is caused by a Covered Cause of Loss. This includes valuable papers and records which exist on electronic or magnetic media for which duplicates do not exist. This additional coverage applies only to valuable papers and records while at the premises described on the "Declarations".

Valuable papers and records means inscribed, printed or written documents, including construction plans, blueprints or other construction documents.

The most we will pay for this Additional Coverage is the "limit" indicated on the "Declarations".

- o. **"Soft Costs"** - We will pay for "soft costs" you sustain during the "period of delay" as a direct result of delay in completion of construction caused by a Covered Cause of Loss to Covered Property. The most we will pay for this Additional Coverage is the "limit" indicated on the "Declarations".
- p. **"Fungi", Wet Rot, Dry Rot and Bacteria - Limited Coverage**
 - (1) The coverage described in Paragraphs p.(2) and p.(3) of this Additional Coverage only applies when the "fungi", wet or dry rot or bacteria is the result of a Covered Cause of Loss, except fire or lightning, that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - (2) We will pay for "loss" by "fungi", wet or dry rot or bacteria. As used in this Additional Coverage, the term "loss" means:

- (a) Direct "loss" to Covered Property caused by "fungi", wet or dry rot or bacteria, including the cost of removal of the "fungi", wet or dry rot or bacteria;
 - (b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet or dry rot or bacteria; and
 - (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", wet or dry rot or bacteria are present.
- (3) For the coverage described under Paragraph **p.(2)** of this Additional Coverage, the most we will pay for "loss", regardless of the number of claims, is the "limit" indicated on the "Declarations". This "limit" is the most we will pay for the total of all "loss" arising out of all occurrences that take place in a 12-month period (starting with the inception date of this policy). With respect to a particular occurrence of "loss" which results in "fungi", wet or dry rot or bacteria, we will not pay more than a total of the "limit" indicated on the "Declarations" even if the "fungi", wet or dry rot or bacteria continues to be present or active, or recurs, in a subsequent policy period.
- (4) The coverage provided under this Additional Coverage does not increase the applicable "limit" of insurance on any Covered Property. If a particular occurrence results in "loss" by "fungi", wet or dry rot or bacteria, and other "loss", we will not pay more, for the total of all "loss", than the applicable "limit" of insurance on the affected Covered Property.

If there is covered "loss" to Covered Property not caused by "fungi", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent

that "fungi", wet or dry rot or bacteria causes an increase in the "loss". Any such increase in the "loss" will be subject to the terms of this Additional Coverage.

- (5) The following Paragraphs **(5)(a)** and **(5)(b)** apply only if "Soft Costs", "Rental Income", or "Earnings" Coverage applies and only if all terms and conditions of the applicable "Soft Costs" Coverage are satisfied.
 - (a) If the "loss" which resulted in "fungi", wet or dry rot or bacteria does not in itself necessitate a delay in completion, but such delay in completion is necessary due to "loss" to property caused by "fungi", wet or dry rot or bacteria, then our payment under "Soft Costs", "Rental Income", or "Earnings" Coverage is limited to the amount of "loss" and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
 - (b) If a covered delay was caused by "loss" other than "fungi", wet or dry rot or bacteria but remediation of "fungi", wet or dry rot or bacteria prolongs the delay, we will pay for "loss" and/or expense sustained during the "period of delay" (regardless of when such a delay occurs during the "period of delay"), but such coverage is limited to 30 days. The days need not be consecutive.
- (6) This Additional Coverage does not apply to lawns, trees, plants or shrubs that are part of any vegetative roof.
- q. Temporary Structures Expense** - We will pay your expense incurred to re-erect temporary structures, including falsework, cribbing, scaffolding and construction forms, due to "loss" caused by a Covered Cause of Loss to Covered Property in Paragraph **A.1.a**. The most we will pay under this Additional Coverage is the "limit" indicated on the "Declarations".

- r. **Claims Preparation Expense** - We will reimburse you for your necessary and reasonable costs incurred at our request for the preparation of claim details for "loss" to Covered Property that is caused by or results from a Covered Cause of Loss. Claim Preparation Expense does not include the following fees or expenses from:

- (1) General public adjusters;
- (2) Lawyers or any other legal fees;
- (3) Insurance agents or brokers;
- (4) Salary or wages of your employees; or
- (5) Examination under oath.

The most we will pay per occurrence under this Additional Coverage is the "limit" indicated on the "Declarations".

B. EXCLUSIONS

1. We will not pay for "loss" caused directly or indirectly by any of the following, unless otherwise provided. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

- a. **Governmental Action** - Seizure or destruction of property by order of governmental authority. However, we will pay for "loss" caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

b. Earth Movement -

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking (other than "sink-hole collapse"), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil con-

ditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in Paragraph b. (1) through (4) above, results in fire or explosion, we will pay for the "loss" caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the "loss" caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct "loss" resulting from the eruption of a volcano when the "loss" is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic Action, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct "loss" to the described property.

This Earth Movement exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused.

This exclusion does not apply to Covered Property while in transit.

c. Water -

- (1) Flood, meaning the partial or complete inundation of normally dry land areas due to:
 - (a) The unusual or rapid accumulation or runoff of rain or surface waters from any source;

(b) Waves, tidal waters, tidal waves (including tsunami); or

(c) Water from rivers, ponds, lakes, streams, or any other body of water that rises above, overflows from, or is not contained within its natural or man-made boundary;

and all whether driven by wind or not, including storm surge;

(2) Mudslides or mudflows, which are caused by flooding as defined above in Paragraph c.(1). Mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current;

(3) Water that has entered and then backs up through and is discharged from a sewer, drain, septic system, sump pump system or related equipment;

(4) Water under the ground surface pressing on, or flowing or seeping through;

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings; or

(5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4) above, or material carried or otherwise moved by mudslide or mudflow as described in Paragraph (2) above.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

However, if any of the above, as described in Paragraphs (1) through

(5), results in fire, explosion or sprinkler leakage, we will pay for that portion of "loss" caused by that fire, explosion or sprinkler leakage.

This exclusion does not apply to Covered Property while in transit.

d. **Nuclear Hazard** - Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct "loss" caused by that fire if the fire would be covered under this Coverage Form.

e. **Ordinance or Law** - Except as provided in **A. COVERAGE, 4. Additional Coverages, m. Ordinance or Law Coverage for New Construction**, the enforcement of or compliance with any ordinance or law:

(1) Regulating the construction, use or repair of any building or structure; or

(2) Requiring the tearing down of any building or structure, including the cost of removing its debris.

This exclusion applies whether "loss" results from:

(1) An ordinance or law that is enforced even if the building or structure has not been damaged; or

(2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of any building or structure, or removal of its debris, following a direct "loss" to that building or structure.

f. **Penalties** - Penalties for non-completion or non-compliance with any contract terms or conditions, except as provided in **A. COVERAGE, 4. Additional Coverages, j. Construction Contract Penalty**.

g. **War and Military Action** -

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an ac-

tual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

h. "Fungi", Wet Rot, Dry Rot and Bacteria -

- (1) Presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria. But if "fungi", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the "loss" caused by that "specified cause of loss".

- (2) This exclusion does not apply:

- (a) When "fungi", wet or dry rot or bacteria results from fire or lightning; or
- (b) To the extent that coverage is provided in Section **A. COVERAGE, 4. Additional Coverages, p. "Fungi", Wet Rot, Dry Rot and Bacteria - Limited Coverage** with respect to "loss" from a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the "loss" event results in widespread damage or affects a substantial area.

- 2. We will not pay for "loss" caused by or resulting from any of the following:

- a. **Dishonest or Criminal Acts** - Dishonest or criminal acts (including theft) by you, any of your partners, members (if a limited liability company), officers, managers, employees (including leased workers or temporary employees), directors, trustees, or authorized representatives; whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during the hours of operation.

This **Dishonest or Criminal Acts** exclusion does not apply to acts of destruction by your employees (including leased workers or temporary employees) or by authorized representatives; except theft by employees (including leased workers or temporary employees) is not covered.

This exclusion does not apply to Covered Property in the custody of a carrier for hire.

- b. **Freezing** - Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air-conditioning systems or appliances other than fire protective systems caused by or resulting from freezing. This does not apply if you used reasonable care to maintain heat in the building or structure or you drained the equipment and turn off the supply if the heat is not maintained.
- c. **Loss of Use** - Loss of use, business interruption, delay, loss of market or any other consequential loss.
- d. **Missing Property** - Property that is missing, where the only evidence of the "loss" is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the Covered Property. This exclusion does not apply to Covered Property in the custody of a carrier for hire.
- e. **"Pollutants"** - Release, discharge, seepage, migration, dispersal or escape of "pollutants" unless the release, discharge or escape is caused by a "specified cause of loss". We do pay for any resulting "loss" caused by a "specified cause of loss".
- f. **Rain, Snow, Ice, Sleet or Frost** - Rain, snow, ice, sleet or frost to property in the open which is not part of the permanent building or structure. This exclusion does not apply to Covered Property in the custody of a carrier for hire.
- g. **Voluntary Parting** - Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick or false pretense, except as provided in **A. COVERAGE, 4. Additional Coverages, I. Fraud and Deceit**.

3. We will not pay for "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for the "loss" caused by that Covered Cause of Loss.

a. Faulty, Inadequate, Defective, or Error or Omission in any:

- (1) Planning, sequencing, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property wherever located.

b. Electrical Current - Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (1) Electrical current, including arcing;
- (2) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (3) Pulse of electromagnetic energy; or
- (4) Electromagnetic waves or microwaves.

However, if fire results, we will pay for "loss" caused by that fire.

c. Mechanical Breakdown - Mechanical breakdown including rupture or bursting caused by centrifugal force.

d. Settling, Cracking, Shrinking, Bulging or Expansion - Settling,

cracking, shrinking, bulging or expansion of pavements, foundations, walls, floors, ceilings, glass or roofs.

e. Temperature/Humidity - Dampness, dryness or changes in or extremes of temperature.

f. Miscellaneous Causes of Loss -

- (1) Wear and tear, marring or scratching;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

C. DEDUCTIBLE

Deductible - We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable "limit" of insurance exceeds the Deductible shown on the "Declarations". We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable "limit" of insurance.

D. LOSS CONDITIONS

1. Abandonment - There can be no abandonment of any property to us.

2. Appraisal - If we and you disagree on the value of the property or the amount of "loss", either may make written demand for an appraisal of the "loss". In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties in the Event of Loss or Damage -

You must see that the following are done in the event of "loss" to Covered Property:

- a. Notify the police if a law may have been broken.
- b. Give us prompt notice of the "loss". Include a description of the property involved.
- c. As soon as possible, give us a description of how, when and where the "loss" occurred.
- d. Take all responsible steps to protect the Covered Property from further damage. If feasible, set the damaged property aside and in the best possible order for examination. Keep a record of your expenses necessary to protect the Covered Property for consideration in the settlement of the claim. This will not increase the "limit" of insurance. However, in no event will we pay for any subsequent "loss" resulting from a cause of loss that is not a Covered Cause of Loss.
- e. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
- f. As often as may be reasonably required, permit us to inspect the property proving the "loss" and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- g. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
- h. Submit a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- i. Immediately send us copies of any demands, notices, summonses or le-

gal papers received in connection with the claim or suit.

- j. Cooperate with us in the investigation or settlement of the claim.

4. Loss Payment -

- a. In the event of "loss" insured by this Coverage Form, at our option, we will either:

- (1) Pay the value of lost or damaged property;
- (2) Pay the cost of repairing or replacing the lost or damaged property;
- (3) Repair, rebuild or replace the property with other property of like kind and quality; or
- (4) Take all or any part of the property at an agreed or appraised value.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of Section **D. LOSS CONDITIONS, 7. Valuation** or any applicable provision that amends or supersedes this valuation condition.

We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

- b. We will not pay you more than your financial interest in the Covered Property.
- c. We may adjust "losses" with the owners of lost or damaged property if other than you. If we pay the owners, such payment will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

- d. **Your Losses** - We adjust all "losses" with you. Payment will be made to you unless another loss payee is named in the policy.

We will pay for insured "loss" within 30 days after we receive the sworn proof of loss if you have complied

with all of the "terms" of this Coverage Form; and

- (1) We have reached agreement with you on the amount of "loss"; or
- (2) An appraisal award has been made.

5. Pair, Sets or Parts -

a. Pair or Set -

In case of "loss" to any part of a pair or set we may:

- (1) Repair or replace any part to restore the pair or set to its value before the "loss"; or
- (2) Pay the difference between the value of the pair or set before and after the "loss".

b. Parts -

In case of "loss" to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

- 6. Recovered Property -** If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the "limit" of insurance.

- 7. Valuation -** We will determine the value of Covered Property in the event of "loss" as follows:

- a. Replacement Cost -** at replacement cost as of the time of "loss". Replacement cost is the cost to replace Covered Property at the time of "loss" without deduction for depreciation. Replacement cost includes reasonable overhead and profit related to the Covered Property that sustains direct "loss" if included in the "limit" of insurance. Overhead and profit will not exceed the overhead and profit provided for in the construction contract in force at the time of "loss".

- (1) You may make a claim for "loss" covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have

"loss" settled on an actual cash value basis, you may still make a claim for the additional coverage replacement cost provides if you notify us of your intent to do so within 180 days after the "loss".

- (2) We will not pay on a replacement cost basis for any "loss":

- (a) Until the lost or damaged property is actually repaired or replaced; and
- (b) Unless the repairs or replacement is made as soon as reasonably possible after the "loss".

Instead we will pay on an actual cash value basis.

- (3) We will not pay more for "loss" on a replacement cost basis than the least of (a), (b) or (c), subject to Paragraph (4) below:

- (a) The "limit" of insurance applicable to the lost or damaged property;
- (b) The cost to replace, on the same premises, the lost or damaged property with other property:
 - 1) Of comparable material and quality; and
 - 2) Used for the same purpose; or
- (c) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

If a building or structure is rebuilt at a new job site, the cost described in Paragraph (b) is limited to the cost which would have been incurred if the building or structure had been rebuilt at the original job site.

- (4) The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property, except as provided in **A. COVERAGE, 4. Additional Coverages, m. Ordinance or**

Law Coverage for New Construction.

This Replacement Cost provision does not apply to Paragraph **b.** under this Loss Condition 7.

- b. Property in Transit** - at its invoice price as indicated on the bill of lading, plus any prepaid freight charges and any other shipping charges that are due since the start of transit.

E. OTHER CONDITIONS

- 1. Coinsurance** - We will not pay the full amount of any "loss" if the 100% value of Covered Property on the date of completion is greater than the "limit" for the Covered Property. Instead, we will determine the most we will pay using the following steps:
 - a.** Calculate 100% of the value of the Covered Property on the date of completion;
 - b.** Divide the "limit" for Covered Property by the figure determined in step **a.**;
 - c.** Multiply the total amount of "loss", before the application of any deductible, by the figure determined in step **b.**;
 - d.** Subtract the deductible from the figure determined in step **c.**

We will pay the amount determined in step **d.** or the applicable "limit" of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the "loss" yourself.

The Coinsurance clause will not apply if indicated as such on the "Declarations".

This provision does not apply to the Additional Coverages.

If there is more than one "limit" indicated on the "Declarations" for this Coverage Form, this procedure applies separately to each "limit".

If there is only one "limit" indicated on the "Declarations" for this coverage, this procedure applies to the total of all Covered Property to which the "limit" applies.

- 2. Insurance Under Two or More Coverages** - If two or more of this policy's coverages apply to the same "loss", we will not pay more than the actual amount of the "loss".

3. Other Insurance -

- a.** You may have other insurance subject to the same "terms" as the insurance under this policy. If you do, we will pay our share of the covered "loss". Our share is the proportion that the applicable "limit" under this policy bears to the "limit" of all insurance covering on the same basis.
- b.** If there is other insurance covering the same "loss", other than that described in **a.** above, we will pay only for the amount of covered "loss" in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable "limit".

- 4. No Benefit to Bailee** - No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

- 5. Concealment, Misrepresentation or Fraud** - This coverage is void in any case of fraud by you as it relates to this Coverage Form at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:
 - a.** This Coverage Form;
 - b.** The Covered Property;
 - c.** Your interest in the Covered Property; or
 - d.** A claim under this Coverage Form.

- 6. Policy Period, Coverage Territory** - Under this Coverage Form:

- a.** We cover "loss" commencing:
 - (1)** During the policy period shown on the "Declarations"; and
 - (2)** Within the coverage territory.
- b.** The coverage territory:
 - (1)** The United States of America (including its territories and possessions);
 - (2)** Puerto Rico; and
 - (3)** Canada.

- 7. Reinstatement of Limits After Loss** - Unless otherwise indicated, "limits" will not be reduced by the payment of any claim under this coverage.

8. Subrogation - If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after direct "loss" to impair them. But you may waive your rights against another party in writing:

- a. Prior to a direct "loss" to your Covered Property.
- b. After a direct "loss" to your Covered Property only if, at time of direct "loss", that party is one of the following:
 - (1) Someone insured by this insurance; or
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you.

However, you may not waive your rights against:

- a. Any architect, engineer or other party or entity responsible for any design, specification or plans for the fabrication, erection or completion of the property insured with respect to any "loss" that may be caused by:
 - (1) Fault, defect, error or omission in such design, specifications or plans; or
 - (2) Performance of, or failure to perform, supervisory or management functions related to the construction projects.
- b. Any contractor, manufacturer or supplier of Covered Property that has agreed to make good any "loss" under a guarantee or warranty.

9. Legal Action Against Us - No one may bring a legal action against us under this Coverage Form unless:

- a. There has been full compliance with all of the "terms" of this Coverage Form; and
- b. The action has been brought within two years after you first have knowledge of the "loss".

10. When Coverage Ceases - The insurance provided by this Coverage Form will end when one of the following first occurs:

- a. This policy expires or is cancelled;
- b. The building or structure described on the "Declarations" is accepted by the purchaser or owner, even if the purchaser or owner is you;
- c. Your interest in the Covered Property ceases;
- d. You abandon construction with no intent to complete it;
- e. The building or structure described on the "Declarations" has been completed for more than 90 days;
- f. The building or structure described on the "Declarations" has been occupied in whole or in part, or put to its intended use for 60 days; or
- g. Permanent property insurance is obtained on the building or structure.

11. Mortgage Holders -

- a. The term "mortgage holder" includes trustee.
- b. We will pay for covered "loss" to buildings or structures to each mortgage holder shown on the "Declarations" in their order of precedence, as interests may appear.
- c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the "terms" of this Coverage Form, the mortgage holder will still have the right to receive loss payment if the mortgage holder:
 - (1) Pays any premium due under this Coverage Form at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the "terms" of this Coverage Form will then apply directly to the mortgage holder.

- e. If we pay the mortgage holder for any "loss", and deny payment to you because of your acts or because you have failed to comply with the "terms" of this Coverage Form:

- (1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgage holder at least:

- (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.

- 12. Provisional Limit** - The "limit" shown on the "Declarations" is provisional. The rate and premium are based on an average amount of liability during the period of construction. At any date while this policy is in force, the actual "limit" under this Coverage Form is that proportion of the Provisional Limit that the replacement cost of the described Covered Property bears to the replacement cost at the date of completion, but shall not in any case exceed the Provisional Limit.

- 13. Control of Property** - Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Form at any one or more locations will not affect coverage at any location

where, at the time of "loss", the breach of condition does not exist.

- 14. Liberalization** - If, within 45 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

F. DEFINITIONS

1. "Declarations" means all pages labeled Declarations, Supplemental Declarations, Schedules, or Supplemental Schedules, which pertain to this coverage.
2. "Fungi" means any type or form of fungus, and includes, but is not limited to, any form or type of mold, mushroom or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
3. "Loss" means accidental physical loss or accidental physical damage.
4. "Limit" means the amount of coverage shown on the "Declarations", unless the "limit" is amended by **E. OTHER CONDITIONS, 12. Provisional Limit**.
5. "Period of delay" means the period of time that:
 - a. Begins on the date the project would have been completed at the time of the "loss", had no "loss" occurred; and
 - b. Ends on the actual date of completion of the insured project with the exercise of due diligence and dispatch.

"Period of delay" does not mean delay incurred prior to the date of "loss".

The expiration date of this policy will not cut short the "period of delay".

6. "Pollutant" means:
- a. Any solid, liquid, gaseous, or thermal irritant or contaminant;
 - b. Electromagnetic (visible or invisible) or sound emission; or
 - c. Waste, including materials to be disposed of as well as recycled, reclaimed or reconditioned.

7. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the Covered Property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.
8. "Soft costs" means the necessary expenses relating to the construction, erection or fabrication of Covered Property that are over and above those costs which would have been incurred had there been no delay in completion of construction. These costs include the following:
- a. Additional interest expense on money you borrow to finance construction, remodeling, renovation or repair;
 - b. Additional realty taxes and other assessments which you incur;
 - c. Additional advertising and promotional expenses;
 - d. Additional costs consisting of commissions and administrative expenses, which result from renegotiation of leases, and expediting expenses such as overtime and additional transportation or storage costs; and
 - e. Additional fees for accountants, architects, attorneys, consultants, engineers, insurance premiums, franchises, project administration, royalties and watchman or guard services.
9. "Specified causes of loss" means aircraft; civil commotion; explosion; falling objects; fire; hail and windstorm; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; volcanic action; water damage; and weight of ice, snow, or sleet.

Falling objects does not include "loss" to personal property in the open or to the interior of buildings or structures, or personal property inside buildings or struc-

tures, unless the exterior of the roof or walls are first damaged by a falling object.

Water damage means:

- (1) Sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of a system or appliance (other than a sump pump system including its related equipment or parts) containing the water or steam; and
- (2) Sudden or accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located away from the premises described on the "Declarations" and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include "loss" otherwise excluded under the terms of Section **B. EXCLUSIONS, 1. c. Water**. Therefore, for example, there is no coverage under this Coverage Form in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of Exclusion **c. Water**, there is no coverage for "loss" caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **9.(1)** or **9.(2)** of this definition of "specified causes of loss", such water is not subject to the provisions of Exclusion **c. Water**.

10. "Terms" means all provisions, limitations, exclusions, conditions and definitions that apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 01-01-2024	Policy Number: EBA 036 78 82
Named Insured: CL CONSTRUCTION LLC, CL DEVELOPMENT LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 01-01-2024	Policy Number: EBA 036 78 82
Named Insured: CL CONSTRUCTION LLC, CL DEVELOPMENT LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of

payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

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

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver,

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

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

Endorsement Effective 01/01/2024 Policy No. AF WCP 100104252 01
Insured CL CONSTRUCTION, LLC

Endorsement No.
Premium: \$0

Insurance Company **ACCIDENT FUND GENERAL** Countersigned by _____
INSURANCE COMPANY

INSTRUCTIONS TO BIDDERS

"Owner(s)" shall mean any, all, or a combination of the City of Lincoln, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency.

1. **BIDDING PROCEDURE**

- 1.1. Bidders shall use the electronic bid system for submitting solicitation responses and must complete all required fields.
- 1.2. **EBID/IONWAVE REGISTRATION**
Bidders must be registered on the Owner's Ebid site to submit a response to any solicitation.
 - 1.2.1 To register in Ebid, click on this link: <https://col.ionwave.net/Login.aspx>
 - 1.2.2. Click on "Supplier Registration" in blue box and follow the instructions to complete the registration.
- 1.3. Solicitation responses will not be accepted after the closing time and date.
- 1.4. Bidders should include any deviations of the solicitation documents and the proposed replacement language on company letterhead and attach in the Response Attachment tab in Ebid. Failure to include deviations with the solicitation response will indicate the Bidder agrees to all terms and conditions outlined in the solicitation documents with no exceptions. The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner. Deviations that are not acceptable to the Owner and not negotiable, may result in the Bidder being deemed as "non-responsive" and rejection of the response.
- 1.5. Bidders shall not attempt to influence or discuss this solicitation with any Owner employee, elected official, agent, or evaluator other than the Purchasing Staff through the award process.
 - 1.5.1 Failure to follow this requirement may result in immediate disqualification of your response.
 - 1.5.2 From the date the solicitation is issued until the award notification is issued, communication is limited to the Purchasing staff. After the award notification is issued, the Bidder may communicate with individuals of the Owner responsible for negotiating the contract.
- 1.6. The Owner reserves the right to reject a response, withdraw an award notification, or terminate a contract if it is determined there has been a violation of these purchasing procedures.
- 1.7. If bidding on a construction contract, the Owner's most current Standard Specifications for Municipal Construction shall apply, found at: <https://www.lincoln.ne.gov/Owner/Departments/LTU/Transportation/Standards/Standard-Specs>.

2. **CLARIFICATION OF BIDDING DOCUMENTS**

- 2.1 Bidders shall promptly notify Purchasing staff of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents.
- 2.2 Questions regarding the meaning, interpretation or clarification of any solicitation provision should be submitted through Ebid under the Questions tab. The Owner is not obligated to respond to questions that are received after the Question Cutoff date and time in Ebid.
- 2.3 Changes made to the bidding documents may be issued electronically via addendum in Ebid. Addendums are issued by Purchasing prior to the closing date for solicitations which modify or interpret the bidding document by addition, deletion, clarification, or correction.
- 2.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owner; and Bidders shall not rely upon such interpretations or changes.

3. **INDEPENDENT PRICE DETERMINATION**

- 3.1 By electronically signing and submitting a response, the Bidder agrees the submitted pricing has 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 submitted in the response have not been knowingly disclosed by the Bidder prior to the solicitation 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 response for the purpose of restricting competition.

4. **BRAND NAMES/ALTERNATES**

- 4.1 If alternates are allowed, it is the Bidder's responsibility to identify any alternate items and prove to the satisfaction of the Owner that said item is equal to, or better than, the product specified.
 - 4.1.1 Alternate items shall be stated in the appropriate space in Ebid Line Item, or if the Ebid Line Item does not contain blanks for alternates, Bidder should attach a statement in Ebid on Company letterhead 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.
 - 4.1.2 Bidders must indicate any variances by item number from the bidding document no matter how slight.
- 4.2 If alternates are not stated in the response, it will be assumed that the item being provided fully complies with the Owner's solicitation documents.

5. DEMONSTRATIONS/SAMPLES

- 5.1. If requested by the Owner, Bidders shall provide and/or demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request.
- 5.2. Such demonstration(s) can be at the Owner delivery location or a surrounding community.
- 5.3. 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 Owner of acceptable goods. The Bidder should indicate how samples are to be returned.
- 5.4. When requested, samples will be furnished at the Bidder's expense prior to the closing of the solicitation, unless another time is specified. Each sample should be labeled clearly, and identify the Bidder's name, the solicitation number and title, item number, and the brand and model number, if applicable. Samples submitted must be the commodities or equipment which would be delivered if awarded the solicitation.
- 5.5. The Owner reserves the right to request samples even though this may not have been set forth in the solicitation.
- 5.6. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Bidder wishes to have the sample returned, it will be returned at the Bidder's expense upon request.
- 5.7. The sample will not be returned until thirty (30) calendar days after any protest or the execution of a contract. The Bidder shall have ten (10) calendar days to arrange for the return of the sample following any of the above dates. If no request from the Bidder is received within the above dates, the Owner reserves the right to use, donate, or surplus the samples in accordance with the Owner's policies.

6. DELIVERY (Non-Construction)

- 6.1. The Owner reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the specified time(s).
- 6.2. All prices shall be based upon inside delivery of the equipment/merchandise F.O.B. Destination to the Owner at the location specified by the Owner, with all transportation charges paid.
- 6.3. 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 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.

7. WARRANTIES AND GUARANTEES

- 7.1. Warranties, guarantees, and maintenance policies should be uploaded in Ebid in the Response Attachments tab.
- 7.2. Bid specifications shall set forth warranties and guarantees. If not described therein, then as a minimum requirement of the Owner, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance of products shall be replaced at no expense to the Owner. Replacement parts of defective components shall be shipped at no cost to the Owner. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder. Work performed for services shall include a one (1) year warranty beginning upon completion of services. There shall be an additional one (1) year warranty for defects in services rendered beginning on the date that the defects are corrected.

8. BID SECURITY, (if required)

- 8.1. Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with the solicitation, as indicated on the solicitation.
 - 8.1.1. Bid security, if required, shall be in the amount specified in the solicitation. The bid security may be scanned and attached to the Response Attachments section of your response in Ebid. 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 closing.
 - 8.1.2. If the bid security is not received in the office of the Purchasing Division as stated above, the Bidder may be determined to be non-responsive.
- 8.2. 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.
- 8.3. Such bid security may be returned to the unsuccessful Bidders when the award of the solicitation is made.
 - 8.3.1. Bid security may be returned to the successful Bidder(s) as follows:
 - 8.3.2. For purchase orders, upon the delivery of all equipment or merchandise, and upon final acceptance by the Owner.
 - 8.3.3. For all other contracts, upon approval by the Owner of the executed contract and bonds.
- 8.4. Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 8.4.1. A contract has been executed and bonds have been furnished.
 - 8.4.2. The specified time has elapsed so the solicitations may be withdrawn.
 - 8.4.3. All responses have been rejected.
 - 8.4.4. Bid security will be forfeited to the Owner as full liquidated damages, but not as a penalty, if the Bidder fails or refuses to enter a contract on forms provided by the Owner, and/or if the Bidder fails to provide sufficient bonds or insurance within the period as established in this bidding document.

9. REFERENCE CHECKS

- 9.1. The Owner reserves the right to conduct and consider reference checks. By submitting a response to this solicitation, the Bidder grants the Owner the right to contact or arrange a visit in person with any or all the Bidder's clients. Reference checks may be grounds to deem Bidder not responsible, not award, withdraw an award notification, or rescind the award of a contract.

10. SOLICITATION EVALUATION AND AWARD

- 10.1. The electronic signature shall be considered an offer on the part of the Bidder. The offer shall be deemed accepted upon issuance by the Owner of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2. No response shall be modified or withdrawn for a period of ninety (90) calendar days after closing date and time.
- 10.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4. The solicitation will be awarded to the lowest responsive, responsible Bidder whose offer will be most advantageous to the Owner, and as the Owner deems will best serve the requirements and interests of the Owner.
- 10.5. The Owner reserves the right to accept or reject any or all responses; to request rebids; to award item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities; request a best and final offer (BAFO); such as shall best serve the requirements and interests of the Owner.
- 10.6. 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 Owner. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 10.7. The Owner reserves the right to reject irregular responses that contain unauthorized additions, conditions, alternate responses, or irregularities that make the solicitation incomplete, indefinite or ambiguous.
- 10.8. If allowed, any governmental agency may piggyback on any purchase order or contract established from this solicitation.

11. EXECUTION OF AGREEMENT

- 11.1. Depending on the type of service or commodity provided, one of the following methods will be employed.
- 11.1.1. **PURCHASE ORDER**
A copy of the Bidder's response (or referenced solicitation 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 solicitation documents.
- 11.1.2. **CONTRACT**
11.1.2.1 Owner will prepare and furnish a Contract to the successful Bidder.
11.1.2.2 The successful Bidder shall provide proof of insurance as evidenced by a Certificate of Insurance, along with endorsements and waivers (as required), surety bonds properly executed (as required), and Contract signed and dated.
11.1.2.3 The prepared documents should be returned to the Purchasing Office within 10 days (unless otherwise noted).
11.1.2.4 The Owner will sign and date the Contract when (a), (b), and (c) are completed.
11.1.2.5 Upon approval and signature, the Owner will return one electronic copy to the successful Bidder.

12. LAWS

- 12.1. The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this solicitation and any contract reached as a result of this process.
- 12.2. Bidder agrees to abide by all applicable local, state, and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents, and patent rights.
- 12.3. If there are any conflicts or inconsistencies between the Bidder's documents and the Owner's documents, the Owner's documents shall control.

13. TAX ASSESSMENT

- 13.1. Any solicitation for public improvement shall comply with Nebraska Revised Statutes Sections 77-1323 and 77-1324. In that regard, 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.

14. EQUAL OPPORTUNITY

- 14.1. The Owner requires compliance with all federal, state, and local laws, rules, and regulations regarding equal opportunity for all Bidders and encourages minority businesses, women's businesses, and locally owned business enterprises to participate in our bidding process.

15. LIVING WAGE, (if applicable)

- 15.1. The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 15.2. If the contract is subject to the Owner's Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the Owner's Living Wage. This wage is subject to change every July.

16. INSURANCE

- 16.1. Bidders shall take special notice of the insurance provisions required for Owner contracts (if applicable, see *Insurance Requirements in the Attachments tab in Ebid*).

17. TAXES AND TAX EXEMPTION CERTIFICATE

- 17.1. The Owner is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 17.2. The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. AUDIT

- 18.1. All parties of any Owner agreement shall be subject to audit 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.

19. E-VERIFY

- 19.1. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the awarded Bidder 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 winning Bidder 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 winning Bidder 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.

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Contract between the West Haymarket Joint Public Agency and Winsted
4 Company, LLC, for control room consoles for the Pinnacle Bank Arena, for a total amount not to
5 exceed \$21,395.00, pursuant to Sole Source No. SS-256, is hereby approved and the Chairperson
6 of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to
7 execute said Contract.

Adopted this _____ day of January, 2025.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

CONTRACT DOCUMENTS

**West Haymarket Joint Public Agency
Lincoln, Nebraska**

**Control Room Consoles
Sole Source No. SS-256**

**Winsted Company, LLC
2999 Ames Crossing Rd Ste 300
Eagan, MN 55121
(800) 447 - 2257**

West Haymarket Joint Public Agency Contract Terms

THIS CONTRACT, made and entered into by and between Winsted, 2999 Ames Crossing rd. Ste. 300, Eagan, MN 5512, hereinafter called Contractor, and the West Haymarket Joint Public Agency, Lincoln, Nebraska, a municipal corporation, hereinafter called the JPA.

WHEREAS, JPA 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:

Control Room Consoles, Sole Source No. SS-256

and,

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

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the JPA 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 JPA's award of this Contract to the Contractor, such award being based on the acceptance by the JPA of the Contractor's Proposal, or part thereof, as follows:

Agreement to Suppliers Quote No. S-QTE005669

2. The JPA 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 JPA:

The JPA will pay for products/services, 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 \$21,395.00.

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. **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 JPA 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 JPA 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 JPA and employees of the JPA shall not be deemed to be employees of the Contractor. The Contractor and the JPA shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the JPA'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. **FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION:** In accordance with the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. §73-901 to §73-907, a public entity shall require a company that submits a bid, or proposal, or enters into any contract or contract renewal with any public entity, to certify that the company is not a scrutinized company and will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company. As such the Contractor agrees to do one of the following:
 - (A) If the Contractor is providing technology related goods or services under the Act, Contractor agrees to complete and sign a Certification Form as provided by the JPA certifying that the Contractor is not a scrutinized company and attach it to the Agreement; or
 - (B) If the Contractor is not providing technology related goods or services under the Act, Contractor agrees to complete and sign a Certification Form as provided by the JPA certifying that the Contractor is not providing such services and is not subject to the Act; or
 - (C) If the Contractor is providing technology related goods under the Act, and Contractor is a scrutinized company that qualifies under Neb. Rev. Stat. §73-906(2) as an exception for the provision of manufactured goods only, Contractor agrees to complete and sign a Certification Form as provided by the JPA certifying that the contractor is a scrutinized company that meets the exception provided under the Act.
8. **PERIOD OF PERFORMANCE:** The contract shall become effective upon execution. The Work included in this contract shall be completed no later than twelve (12) weeks from date of execution of contract.
9. The Contract Documents comprise the Contract, and consist of the following:

1. Contract Terms
2. Supplier's Quote
3. Employee Classification Act
4. Employee Classification Act Affidavit
5. Foreign Adversary Prohibition Act Certification Form
6. Insurance Requirements
7. Certificate of Insurance and Endorsements
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.

The Contractor and the JPA 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 JPA do hereby execute this contract upon completion of signature on:

Vendor Signature Page

West Haymarket Joint Public Agency Signature Page

Vendor Signature Page

CONTRACT
Control Room Console
Sole Source No. SS-256
West Haymarket Joint Public Agency
Winsted Company, LLC

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Name of Corporation

Address

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

WINSTED

Name of Organization

LLC

Type of Organization

2999 Ames Crossing Rd

Address EBERHARDT, MN 55121

By: [Signature]

Member

By: [Signature]

Member

IF AN INDIVIDUAL:

Name

Address

Signature

**West Haymarket Joint Public Agency
Signature Page**

**CONTRACT
Control Room Console
Sole Source No. SS-256
West Haymarket Joint Public Agency
Winsted Company, LLC**

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

West Haymarket Joint Public Agency

Leirion Gaylor Baird, Chairperson of the West
Haymarket Joint Public Agency Board of
Representatives

Approved Order No. _____

dated _____



Pinnacle Bank Arena



THE GLOBAL LEADER >>
IN CONTROL ROOM CONSOLES

Prepared By:
Emmanuel Luevano
Winsted
2999 Ames Crossing Rd Ste 300
Eagan, MN 55121
800.447.2257

Prepared For:
Abby Hall
PBA
Lincoln, NE 68510

Date: 09/17/2024



NOTES:

Colors Shown As

REV 4

REV 3

REV 2

REV 1

REV 0

CHANGES: CREATED DESIGN PACKAGE

N.T.S. 17 x 11

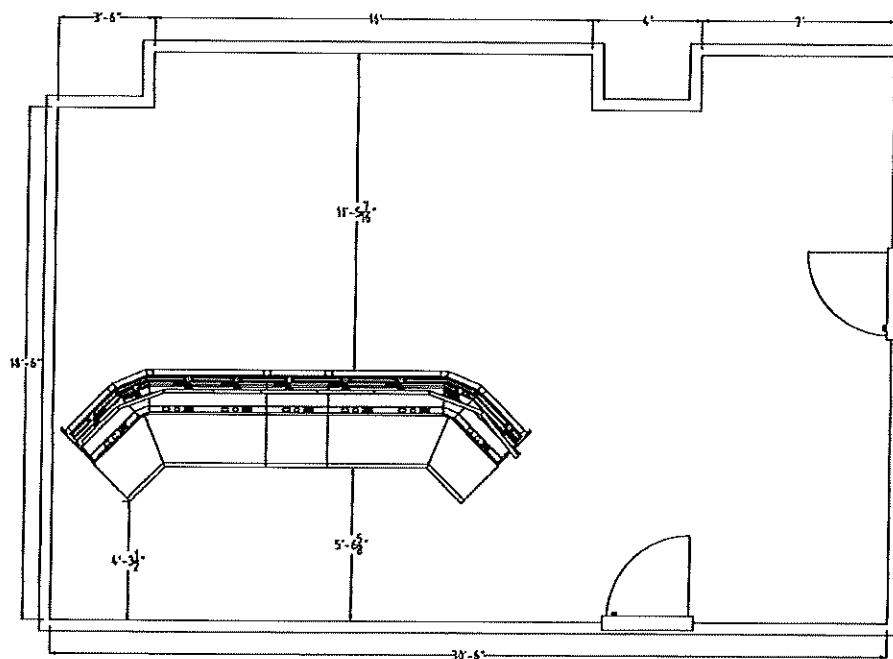
JH12333

CUSTOMER SIGNATURE NOT REQUIRED

SIGNATURE/DATE

DESIGN PACKAGE

Pinnacle Bank Arena



ROOM LAYOUT - PLAN VIEW

Quote Drawing Confirmation:

Purchasing Agent/Customer must verify all building dimensions on-site prior to purchase order submitted. Winsted agrees to provide products that have been specified for the end-user's application based on Purchasing Agent/Customer provided requirements and specifications. The Purchasing Agent/Customer is responsible for providing accurate building plans, including dimensions as well as product features and functionality information necessary for proper space planning and product installation.

Purchasing Agent / Customer Signature:

Name (Print) _____ Signature _____ Date _____

The copyright of this drawing and design is owned solely by Winsted. Reproduction of this document in part or in whole is prohibited without the express permission of Winsted.



1



NOTES:

Colors Shown As:

REV 4		
REV 3		
REV 2		
REV 1		

REV. 0 05/05/21 XAM

CHANGES: CREATED DESIGN PACKAGE

SIZE: 17' x 11'

DESIGNER: R12333 PROJECT: 005659

CUSTOMER SIGNATURE NOT REQUIRED

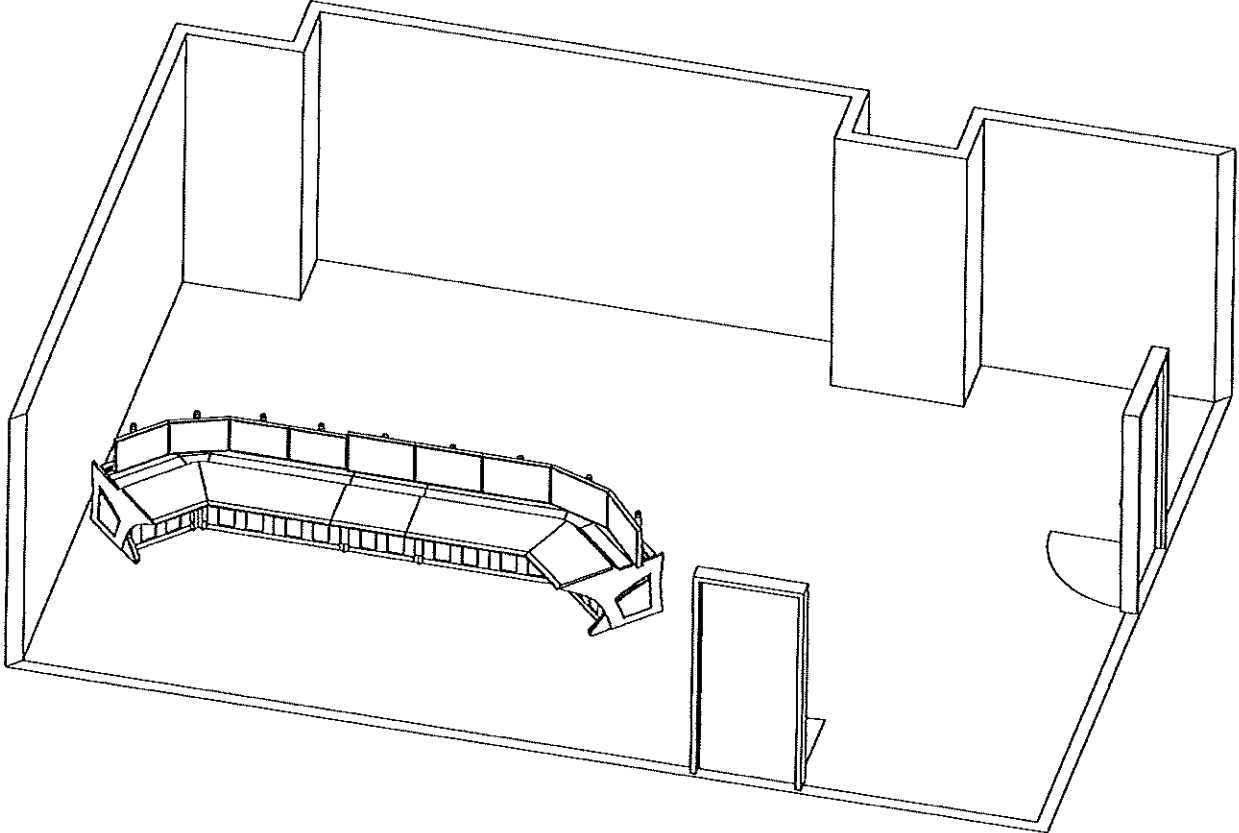
SIGNATURE/DATE

DESIGN PACKAGE

PINNACLE BANK ARENA



2



ROOM LAYOUT - ISOMETRIC VIEW



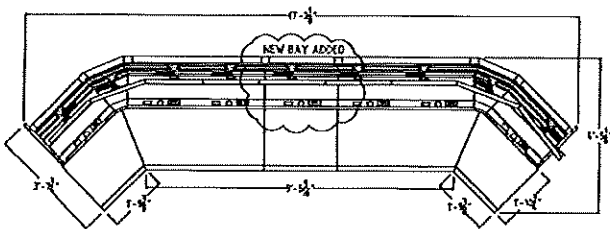
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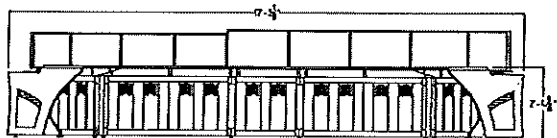
REV. 4		
REV. 3		
REV. 2		
REV. 1		
REV. 0	05.06.11	W.M.
CHANGES: CREATED DESIGN PACKAGE		
DATE	PROJECT	PROJECT
NTS	17 x 11	2.2
PROJECT	PROJECT	PROJECT
CUSTOMER SIGNATURE/DATE REQUIRED		
SIGNATURE/DATE		

DESIGN PACKAGE

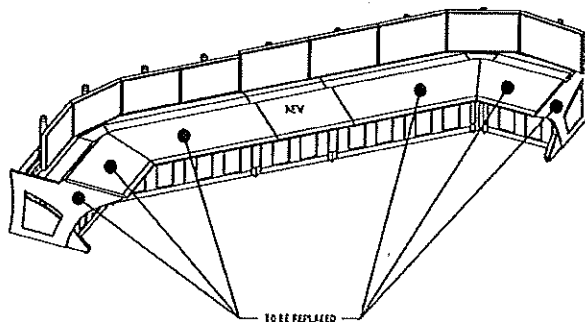
FINNACLE BANK ARENA



PLAN VIEW



FRONT ELEVATION



ISOMETRIC VIEW



Winsted Company, LLC
2999 Ames Crossing Road, Suite 300
Eagan, MN 55121

+1 (952) 944-9050
sales@winsted.com

Sales Quote

Page: 1

Quote Number: S-QTE005669
Quote Date: 9/17/2024

Sell

To: PBA
Lincoln, NE 68510
USA

Ship

To: PBA
Lincoln, NE 68510
USA

Customer ID: C0190610
SalesPerson: Emmanuel Luevano
Ship Via:

Ternis: To be determined
Prices shown are quoted in USD

Item No.	Description	Unit	Quantity	Unit Price	Total Price
Prices shown at suggested retail price (MSRP). Quotes are valid for 30 days from date of issue Manufacturing time for this project will be 12 weeks after receiving PO and color choices.					
59001	Sightline Wire Duct Cover	Each	1	77.00	77.00
59015	Sightline End Frame Hole Cover	Each	1	17.00	17.00
59022	Sightline Duct Cover Filler	Each	1	14.00	14.00
59066	Sightline End Frame	Each	1	204.00	204.00
59131	Sightline 1Bay Closed Stringer	Set	1	293.00	293.00
59143	Sightline Wire Duct Filler Cover - 1.5"	Each	1	12.00	12.00
56082	Bottom Shelf	Each	1	140.00	140.00
56262	Work Surface Support Bracket	Pair	1	135.00	135.00
56302	Vented Door	Each	2	355.00	710.00
56525	Laminate Side Panels LH,RH	Pair	1	2,627.00	2,627.00
56642	24" Comfort Edge Work Surface	Each	3	1,096.00	3,288.00
56644	48" Comfort Edge Work Surface	Each	2	1,391.00	2,782.00
56741	Locking Door Latch	Each	3	16.00	48.00
W6475	Height Adjustable Mount	Each	9	512.00	4,608.00
10202	Onsite Assembly-Platinum Package	Each	1	4,565.00	4,565.00
FREIGHT_OUT	Freight / Shipping / Handling OUT to customer	Each	1	1,875.00	1,875.00

Amount Subject to Sales Tax: 0.00
Amount Exempt from Sales Tax: 21,395.00

Subtotal: 21,395.00
Total Sales Tax: 0.00
(USD) Total: 21,395.00

Sales tax amounts are **estimates**; exact amount will be recalculated at time of sale based on date, ship-to location, and shipping terms. Exemption certificates must be provided to ar@winsted.com prior to shipping to avoid sales tax charges (US orders).




Delivery Conditions

DELIVERY CONDITIONS / ONSITE ASSEMBLY

Shipping information and installation requirements must be specified prior to purchase order submission. A signed/authorization delivery conditions and onsite assembly request form must be completed prior to final quotation to occur in preparation for purchase order submittal.

Failure to provide confirmation of shipment address, receiving dock restrictions/requirements and primary onsite contact information for delivery will delay order processing and therefore delay shipment of desired products.

WINSTED CERTIFIED ON-SITE INSTALLATION PROGRAM 	SILVER Package	GOLD Package	PLATINUM Package
Winsted standard Installation – unpackage items, inspect product, take inventory and assemble quoted items	X	X	X
Move product from staging area to installation room		X	X
Consolidate and dispose of waste to onsite dumpster (Dumpster provided by customer)		X	X
Installer scheduled to arrive at the time of shipment arrival to perform service of unloading product			X
Installer to consolidate and dispose of waste (Dumpster/offsite disposal provided by Winsted)			X
Required background screening & drug testing			X
Site escort requirements			X
Onsite certification requirements			X
Union or prevailing wage requirements (speak with a Winsted Representative for details)	Additional 20%* Speak with your Winsted Representative for details		

Onsite Assembly Selections:

Client Interested in Onsite Assembly?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Will the job site require union labor or prevailing wage?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Select Onsite Assembly Package:	Silver	<input type="checkbox"/>	Gold	<input type="checkbox"/>
			Platinum	<input type="checkbox"/>



Finish & Color Selections

DRAWINGS

Any drawing submitted to the Customer under this quotation must be signed-off as approved for manufacture and returned with applicable purchase order. All subsequent revisions or design changes will supersede and override previous versions.

FINISHES / COLOR SELECTIONS

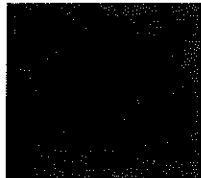
Casework, cabinetry, frame, end panel and work surface color selections must be selected prior to purchase order submission. Failure to provide this necessary information at the time of purchase will delay order submission. Product material sourcing will be delayed until required finishes/color selections are made. All product lead times are based on the date of which Winsted receives a complete purchase order including finish and color selections.

COLOR OPTIONS

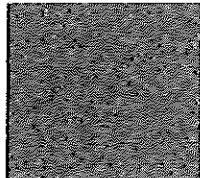
Work Surface Selection:



Black Allcante

☐

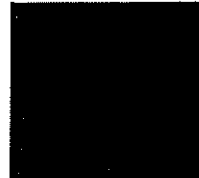
Oiled Soapstone

☐

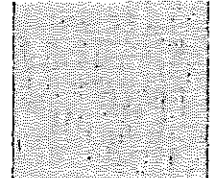
Natural Gray Felt

☐

Sugar Glass

☐

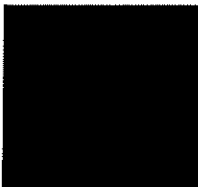
Graphite Nebula

☐

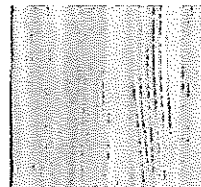
Handspun Chestnut

☐

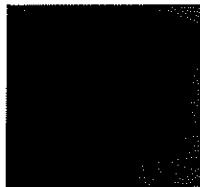
Side Panel Selection



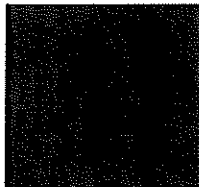
Black

☐

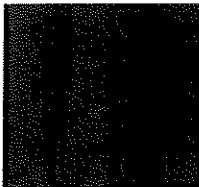
Grey Elm

☐

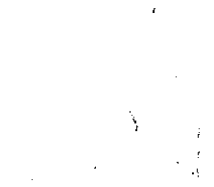
Asian Night

☐

Pinnacle Walnut

☐

Natural Teak

☐

Ice Mist

☐

PURCHASE ORDERS

Send to: Winsted
2999 Ames Crossing Rd Ste
Eagan, MN 55121

Fax to: 952-944-1546

Email: Orders@Winsted.com

All purchase orders must include the following information to be considered a complete order in preparation for sales order processing:

- Signed quote drawing
- Finishes / color selections
- Delivery conditions / desired delivery date
- Onsite assembly requirements/desired installation date
- Bill to & Ship to information

Quotes are valid for 30 days from date of issue and may only be extended in writing by Winsted

PAYMENT TERMS

Credit terms are established by Winsted based upon information provided and at the sole discretion of Winsted. Terms may vary from cash at time of order up to and including open credit with payment due 30 days from invoice. A 3% processing fee will be applied on all credit card purchases. Credit card purchases not accepted on international orders. Orders will not be shipped if any past invoices exist on the account.

Outstanding past due balances are subject to a finance charge of 1.5% per month. All terms, conditions and prices are subject to change without notice.



Terms & Conditions

CHANGE ORDER & CANCELLATION POLICY

Change Order Requests

Given the custom nature of our products, changes to an order are not possible once it has been processed and entered into the manufacturing master scheduler.

Any requests for changes to the design or scope of work post-production shall be made in writing. Winsted will notify the purchasing agent/customer if it is determined possible to accommodate the change order request. If it is identified that the order has not hit production floor and it is determined that we can make changes, Winsted will provide a new quote covering the cost and lead time impact of the change. If the customer is interested in proceeding with desired changes, Winsted will produce a new set of drawings for review and approval. No changes will be made without sign-off of the updated quote and drawing by the purchasing agent/customer.

Cancellation Requests

Cancellation requests must be submitted in writing and approved by a Winsted Representative. Upon acceptance of canceled order, a cancellation charge of 15% of the contract amount will be incurred over and above the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses incurred by Winsted.

BUYERS DELAY

Winsted manufactures products to order based on valid purchase orders and deploys manufacturing resources necessary to meet scheduled delivery requirements outlined in the order.

Upon request Winsted may at its sole discretion provide storage for the first 60 days from the original ship date at no cost. A Winsted representative may authorize an additional extension for product layaway.

Products stored beyond 90 days will incur an additional charge equal to 5% of the total purchase price per month for each additional month the project shipment is delayed.

The purchasing agent/customer may choose to arrange their own storage, in which case all product damage claims will become the responsibility of the customer and their storage provider.

WARRANTY

Winsted Warranty

- Lifetime warranty on all fixed steel structure frame components
- Lifetime warranty on adjustable, sliding, or hinges components
- Lifetime warranty on laminated surfaces
- 10-year warranty on power actuated lift mechanisms and general electronic components
- 10-year warranty on monitor mounts

In addition to the warranty coverage on the components, labor and delivery of warranty components will be covered for five years on orders delivered within the lower 48 states of the US. All warranties are effective from date of invoice. All products shall be free from defects in material and workmanship under normal usage and conditions for which the products were designed. Winsted's obligation under this warranty shall be limited to the exchange or repair of the product or parts that proved to be defective or unsatisfactory. Winsted reserves the right to have the product inspected at the buyer's location or have the product returned to the factory for inspection. The above warranty does not extend to consumable products, good damaged or subjected to accidental abuse or misuse after shipment from Winsted's factory or to goods that are altered or modified. Warranty on flooring, chairs, demisable walls, and third-party office furniture will be a pass through of the vendor warranty.

ACCEPTANCE SIGNATURE

Name of Authorized Purchaser (Print)

Signature of Authorized Purchaser

Title of Authorized Purchaser

Company Name (Print)

P.O. Number

Date of Authorization



Terms & Conditions

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ACCEPTANCE SIGNATURE

Name of Authorized Purchaser (Print)

Signature of Authorized Purchaser

Title of Authorized Purchaser

Company Name (Print)

P.O. Number

Date of Authorization



Finishes & Delivery Conditions

Order#: _____

FINISH OPTIONS:

Type of Work Surface: _____

Color of Work Surface: _____

Color of Base: _____

PLEASE CONFIRM THE SHIPPING ADDRESS:

Company: _____

Street Address: _____

Building, Suite, Unit, Floor #: _____

City: _____ State: _____ Zip: _____

PLEASE PROVIDE A RECEIVING CONTACT AND THEIR PHONE NUMBER:

Contact: _____ Tel: _____

IS THERE A TRUCK HEIGHT LOADING DOCK TO ACCEPT THE DELIVERY? ☐ YES ☐ NO
If NO, what are the delivery conditions?

WHAT ARE THE DELIVERY DAYS AND HOURS?

Days: _____ Hours: _____

ARE THERE ANY SECURITY OR CLEARANCE ISSUES WE NEED TO KNOW ABOUT?



Onsite Assembly Questions

ORDER DETAILS

ORDER NO.

DATE

PROJECT SPECIFICATIONS

Please answer the questions to ensure a quality install and accurate quote. Failure to answer may lead to an increase in assembly cost.

- | YES | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | IS THIS A UNION JOB SITE? |
| <input type="checkbox"/> | <input type="checkbox"/> | IS PREVAILING WAGE REQUIRED? |
| <input type="checkbox"/> | <input type="checkbox"/> | IS THERE A SAFETY OR ORIENTATION CLASS REQUIRED? - *IF YES INCLUDE LENGTH OF CLASS: |
| <input type="checkbox"/> | <input type="checkbox"/> | IS PPE REQUIRED? (HARD HATS, SAFETY BOOTS, EYE PROTECTION ETC) *IF YES PLEASE ADVISE PPE REQUIRED |
| <input type="checkbox"/> | <input type="checkbox"/> | ANY SPECIFIC SITE REQUIREMENTS? (IE. BACKGROUND CHECK / DRUG TEST) *IF YES PLEASE ADVISE CHECKS REQ'D |
| <input type="checkbox"/> | <input type="checkbox"/> | ANY SECURITY CLEARANCES THE INSTALLER WILL HAVE TO GO THROUGH? |

RECEIVING (IF APPLICABLE)

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | WILL THE INSTALLER BE RESPONSIBLE FOR THE RECEIVING /UNLOAD *IF YES (EXTRA FEES WILL APPLY) |
| <input type="checkbox"/> | <input type="checkbox"/> | IS THERE AN ACCESSIBLE LOADING DOCK |
| <input type="checkbox"/> | <input type="checkbox"/> | WILL THERE BE MOVING EQUIPMENT ON SITE? (PALLET JACK, FORKLIFT, CARTS ETC) |
| <input type="checkbox"/> | <input type="checkbox"/> | IS THE PROJECT ON THE FIRST FLOOR OF THE BUILDING |
| <input type="checkbox"/> | <input type="checkbox"/> | DO THEY HAVE A FREIGHT ELEVATOR? |
| <input type="checkbox"/> | <input type="checkbox"/> | HOW FAR TO STAGING AREA? |

ROOM SPECIFICATIONS

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | WILL THE ROOM BE FREE AND CLEAR |
| <input type="checkbox"/> | <input type="checkbox"/> | WILL THE INSTALLERS HAVE TO DISASSEMBLE IN THE ROOM BEFORE ASSEMBLY? (EXTRA FEES WILL APPLY) |
| <input type="checkbox"/> | <input type="checkbox"/> | IS IT A LIVE ROOM? |
| <input type="checkbox"/> | <input type="checkbox"/> | WILL NOISE BE AN ISSUE? |
| | | WHAT ARE THE DOOR SIZES? |
| <input type="checkbox"/> | <input type="checkbox"/> | DO THE SKIDS NEED TO MAKE IT PAST ANY TIGHT CORNERS? |
| | | WHAT KIND OF FLOOR? (TILE, CARPET, RAISED FLOOR ETC) |
| <input type="checkbox"/> | <input type="checkbox"/> | IS THE INSTALLER REQUIRED TO REMOVE PACKING MATERIAL *IF YES IS THERE AN AVAILABLE CONTAINER ON SITE? (EXTRA FEES MAY APPLY) |

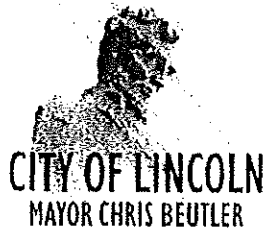
SITE CONTACT DETAILS REQUIRED PRIOR TO SHIPMENT

NAME

EMAIL

TEL

ADDITIONAL COMMENTS



CITY OF LINCOLN
EXECUTIVE ORDER

NO. 083319

smart # 10070200
7-26-10/law/lb

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employee, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the City of Lincoln Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the City of Lincoln and is a grounds for rescission of the contract by the City.

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

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the City of Lincoln

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

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

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

Dated this 28 day of July, 2010.


Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:


City Attorney

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

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

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

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

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

PRINT NAME:

WGA L NIED
(First, Middle, Last)

SIGNATURE:

Wm Nied

TITLE:

VP, Global Operations

State of Nebraska

)
) ss.

County of _____)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this _____ day of _____, 20__.

Notary Public

SUMMARY OF FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT LB 1300, NEBRASKA LEGISLATURE (2024), Neb. Rev. Stat. §73-901 to §73-907

Legislative Intent:

The Foreign Adversary Contracting Prohibition Act was passed and signed by the Governor on April 16, 2024, pursuant to LB 1300, with an emergency clause attached for certain sections including sections 7-13 for the Foreign Adversary Contracting Prohibition Act. It is codified under Neb. Rev. Stat. §73-901 to §73-907.

Purpose: The Legislature finds that dealing with commercial entities organized under the laws of a foreign adversary or with a principal place of business within a foreign adversary tend to carry increased political risk and threaten state security and the privacy of residents. In response to the risk, the Act prohibits public entities, including a political subdivision and any entity acting on behalf of the political subdivision, from entering into contracts with companies organized under the laws of or controlled by the government of a foreign adversary for technology related products or services for performance of the contract. The Act requires the political subdivision to obtain a certification from any company providing technology related products or services to certify they are not a scrutinized company, organized under the laws of, or controlled by a foreign adversary.

Under the bill, a scrutinized company shall not bid on, submit a proposal for, or enter into, directly or indirectly through a third party, any contract or contract renewal with any public entity for any technology-related public product or service, (See Neb. Rev. Stat. §73-904). No public entity shall enter into any contract or renewal that results in state or local government funds being transferred to a scrutinized company in connection with any technology related product or service in performance of the contract or to any company in connection with any technology related product or service that originates with a scrutinized company. (See Neb. Rev. Stat. §73-906).

Certification – Not a Scrutinized Company

A public entity shall require a company that submits a bid or proposal or enters into a contract or renewal for any technology related product or service to certify that the company is not a scrutinized company and that the company will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract and that any products or services to be provided do not originate with a scrutinized company. (See Neb. Rev. Stat. §73-905).

Definitions- Neb. Rev. Stat. §73-903

Under the Act, the following terms have the following meanings:

Company means: any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association that exists for the purpose of making a profit, including all wholly owned subsidiaries, majority owned subsidiaries, parent companies, or affiliates of any such entity or business association.

Foreign adversary means: a foreign adversary as determined pursuant to 15 CFR 7.4. Per 15 CFR 7.4 foreign adversaries include the People's Republic of China, including the Hong Kong Special Administrative Region (China); Cuba, Iran, North Korea, Russia, and Maduro Regime.

Owned in whole or in part means: (a) For a publicly traded company, any share of ownership that entails the ability to direct or influence the operations of the company, the ability to appoint or discharge any board members, officers, or directors, or any other rights beyond those available to a retail investor holding an equivalent share of ownership; and (b) For a privately held company, any share of ownership.

Public entity means: the state or any department, agency, commission, or other body of state government, including publicly funded institutions of higher education, any political subdivision of the state, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any such public entity.

Scrutinized company means:

(a) Any company organized under the laws of a foreign adversary or having its principal place of business within a foreign adversary, and any subsidiary of any such company; or

(b) Any company owned in whole or in part or operated by the government of a foreign adversary, an entity controlled by the government of a foreign adversary, or any subsidiary or parent of any such company; or

(c) Any company that sells to a public entity a final technology-related product or service that originates with a company described in (a) or (b) above, without incorporating that product or service into another final product or service.

Technology-related product or service means: a product or service used for information systems, surveillance, light detection and ranging, or communications. Although there are no definitions provided in the legislation, the city offers the following examples to aid companies as they prepare and submit the certification:

- a. For information systems, this would include technology related products and services used by an organization to collect, transfer, organize, and store city information or that works together to transform data into useful information. Such products or services could include a collection of hardware, software, data centers, servers, the internet, and other hardware devices.
- b. For surveillance, this would include products and services used to monitor an individual's digital and physical actions and communications. This could include facial recognitions software, security cameras, and wearable computing devices,
- c. For light detection and ranging, this would include products and services that utilize Lidar technology to measure large areas of terrain through 3D models.
- d. For communications, this would include products and services for the acquisition, storage, management, transmission, or reception of data or information by the City and could include equipment such as computers, cell phones, telephones, video conferencing equipment, satellite, fiber optics, radio, or any other electronic device enabling the transfer of text, audio, or video content.

EXCEPTION FOR GOODS: A public entity may enter into a contract with a scrutinized company for goods manufactured by a scrutinized company if: there is no other reasonable option for procuring such good and the contract is preapproved by the Nebraska Department of Administrative Services and not procuring such good would pose a greater threat to the state than the threat associated with the good itself OR if the purchasing entity is an electric supplier that is not out of compliance with the Critical Infrastructure Protection requirements issued by the North American Electric Reliability Corporation. (See Neb. Rev. Stat. §73-906(2)).

NULL AND VOID: Any contract entered into in violation of the Act shall be null and void. (See Neb. Rev. Stat. §73-907(1)).

PENALTY: Any scrutinized company that bids on or contracts or renews a contract for any technology related product or service or that violates the certification provided pursuant to the Act shall be liable for a civil penalty up to \$250,000 or twice the amount of the contract bid, or the amount of any losses suffered by the public entity as a result of such violation, whichever amount is higher. The contractor shall also be ineligible to enter into any contract with any public entity for a period of five years. The Attorney General may bring an action in any court of competent jurisdiction against any person that violates the Act. (See Neb. Rev. Stat. §73-907(2-3)).

NOTICE OF VIOLATION: If a public entity believes that a company has violated the certification process, they shall give the company notice of the alleged violation with 60 days to respond. After responding, the public entity has 60 days to make a final determination and if a violation has occurred may refer the matter to the Attorney General. A whistleblower provision allows any individual to report suspected violations to the Attorney General. (See Neb. Rev. Stat. §73-907(4-5)).

PROCESS: All bid proposals, contracts, and contract renewals need to have a **Certification Form** submitted by the contractor and attached to the contract and the Foreign Adversary Contracting Prohibition Act Certification contract clause should be included in all contracts and renewals. If the contractor indicates on the form they are not supplying technology related goods or services, the contractor will not need to resubmit another certification form for any subsequent renewals.

**FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT
CERTIFICATION FORM FOR
TECHNOLOGY RELATED PRODUCT OR SERVICES**

For the purposes of complying with the Foreign Adversary Contracting Prohibition Act ("the Act"), Neb. Rev. Stat. §73-901 to §73-907, I attest and certify as follows:

Name of Company WINGTECH

Check all that apply:

- ☐ I am authorized to attest and certify as the owner of the Company, in whole or in part, or as an authorized representative of the Company, to make the certifications required herein.
- ☐ The Company is providing technology related products and/or services to the public entity and is not a scrutinized company as defined in the Act; it is not subcontracting with a scrutinized company under the Act; and the technology related products and/or services provided herein do not originate with a scrutinized company under the Act.
- ☒ The Company is not providing technology related goods or services as defined under the Act.
- ☐ The Company is a scrutinized company and has entered into an Agreement or an Agreement Renewal with the public entity to provide a technology related good manufactured by a scrutinized company that meets the exception for the provision of a technology related good by a scrutinized company.
- ☒ I hereby attest and certify on behalf of the Company that the responses and information provided on this form are true, complete, and accurate. The Company understands that any scrutinized company that violates this Act or that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and that such violation may void the contract.

PRINT NAME: LISA L NIED
(First, Middle, Last)

SIGNATURE: [Signature]

TITLE: VP, Global Operations

DATE: 10/10/2024

Insurance Requirements

Submitted on	9 October 2024, 9:57PM
Receipt number	1647
Related form version	18

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

DEFINITIONS: For purposes of these Requirements, the following definitions apply:

- "Agreement" shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- "City" shall mean the City of Lincoln, NE.
- "COI" shall mean a Certificate of Insurance.
- "Contractor" shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- "County" shall mean the County of Lancaster, Nebraska.
- "Owner(s)" shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- "PBC" shall mean the Lincoln-Lancaster County Public Building Commission.
- "Site" shall mean the location the Work is being completed and/or delivered to.
- "WHJPA" shall mean the West Haymarket Joint Public Agency.
- "Work" shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to the following: WHJPA

PROVISIONS:

3. Commercial General Liability
4. Automobile Liability
5. Workers' Compensation

Contractor shall comply with the following provisions:

1. Insurance: Coverage Information

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Deductibles/Retentions: Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

Self-Insurance: In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of Nebraska Certificate of Self-Insurance for Workers' Compensation.

Owner(s) checked below shall be listed as the Certificate
Holder on the COI using the following address: 555 S. 10th St.,
Lincoln, NE 68508

West Haymarket Joint Public Agency

2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.

3. Commercial General Liability: The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
- C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

4. Automobile Liability: The Contractor shall have, maintain, and provide proof of Automobile Liability insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
- C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

5. Workers' Compensation; Employers' Liability: The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
- B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
- C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.

Subcontractors: The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

Cancellation/Renewal Notice: Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

Owner's Option: Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

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 Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

Minimum Rating - Insurer: 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-" VIII, unless Owner has expressly approves in writing.

Reservation of Rights: The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

Sovereign Immunity: Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

No Waiver by Owner: Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

Claims-made Tail Coverage: Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

E-mail Address (Internal use only)

rweiss@pinnaclebankarena.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2024

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 Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: Mike Stasny PHONE (A/C, No, Ext): 612-349-2432 FAX (A/C, No): E-MAIL ADDRESS: mstasny@holmesmurphy.com
INSURED Winsted Company, LLC 2999 Ames Crossing Suite 300 Eagan MN 55121	WINCOMPC2 INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Insurance Company of America INSURER B: Allmerica Financial Benefit Insurance INSURER C: Hanover Insurance Company INSURER D: Massachusetts Bay Insurance Company INSURER E: INSURER F:
	NAIC # 31534 41840 22292 22306

COVERAGES**CERTIFICATE NUMBER:** 2096131256**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 SUBR INSD 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 checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		ZBXH409578	10/31/2024	10/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AWXH409692	10/31/2024	10/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UHHX409580	10/31/2024	10/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WDXH409763	10/31/2024	10/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Personal Property Mfg Errors & Omissions Retention: \$10,000		ZBXH409578	10/31/2024	10/31/2025	Rep Cost / Limit: \$3,049,090 Each Accident: \$1,000,000 Aggregate: \$1,000,000

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

All Work Performed

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of Lincoln/Lancaster County/Lincoln-Lancaster County Public Building Commission/ West Haymarket Joint Public Agency.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: City of Lincoln/Lancaster County/Lincoln-Lancaster County Public Building Commission/ West Haymarket Joint Public Agency. See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln
Lancaster County
Lincoln-Lancaster County Public Building Commissio
West Haymarket Joint Public Agency
555 S. 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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AGENCY CUSTOMER ID: WINCOMPC2

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Holmes Murphy & Associates		NAMED INSURED Winsted Company, LLC 2999 Ames Crossing Suite 300 Eagan MN 55121	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following supersedes the cancellation wording: Should any of the above described policies be cancelled before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from, whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.
- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:
- The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:
- 1. Required by the contract, agreement or permit described in Paragraph a.; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
2. **Additional Insured – Primary and Non-Contributory**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:
- Additional Insured – Primary and Non-Contributory**
- If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:
- If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:
- a. **Primary Insurance**
- This insurance is primary to other insurance that is available to the Additional Insured which covers the
- Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:
- (1) For the sole negligence of the Additional Insured;
 - (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
 - (3) when b. below applies.
- If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person(s) or Organization(s): BLANKET ADDITIONAL INSURED
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. CANCELLATION EXTENSION

Paragraph A. **CANCELLATION** 2. b. of the **COMMON POLICY CONDITIONS** is replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

- d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

SECTION I - COVERED AUTOS

2. EMPLOYEE HIRED "AUTOS"

Description Of Covered Auto Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

SECTION II - LIABILITY COVERAGE

3. BROADENED NAMED INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

4. EMPLOYEES AS INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. Who Is An Insured provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. Coverage Extensions provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the **SECTION II - LIABILITY COVERAGE**, B. Exclusions Fellow Employee

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, A.1. COVERAGE:

d. Expense Of Returning A Stolen "Auto"

We will pay for the expense of returning a covered "auto" to you.

e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

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

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$2,000.

8. GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, A. COVERAGE paragraph 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:

Any deductible shown in the Declarations as applicable to the

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. TRANSPORTATION EXPENSE

Paragraph 4. Coverage Extension. of SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is replaced with the following:

4. Coverage Extension

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. HIRED AUTO PHYSICAL DAMAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your

direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

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

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

6. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives

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or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered auto at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing

equipment is permanently installed in the covered "auto", and

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

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$500.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. Deductibles applicable to PHYSICAL DAMAGE COVERAGE, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the

covered "auto". If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.
2. \$3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.**

13. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, paragraph 3.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph C. **LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay; less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership; or
 - (3) An executive officer or insurance manager if you are a corporation.

17. BLANKET WAIVER OF SUBROGATION

Paragraph 5. Transfer Of Rights Of Recovery Against Others To Us, **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

**5. Transfer Of Rights Of Recovery
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO
DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS, B. General Conditions, paragraph 2. Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO - WORLDWIDE
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions, paragraph 7. Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. MENTAL ANGUISH

Paragraph C. "Bodily injury", **SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

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

CO, FL, GA, IL, MD, NY, PA, VA

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER
OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN
CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER
OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE
POLICYHOLDERS EMPLOYEES.

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.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Contract between the West Haymarket Joint Public Agency and
4 American Fence of Lincoln, Inc., for an automatic fence for the Pinnacle Bank Arena, for a total
5 amount not to exceed \$59,955.21, pursuant to Bid No. 24-207, is hereby approved and the
6 Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby
7 authorized to execute said Contract.

Adopted this _____ day of January, 2025.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

CONTRACT DOCUMENTS

**West Haymarket Joint Public Agency
Lincoln, Nebraska**

**Automatic Fence for Pinnacle Bank Arena
Bid No. 24-207**

**American Fence of Lincoln
3301 N. 35th Street
Lincoln, NE 68504
402-467-2511**

**West Haymarket Joint Public Agency
Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into by and between **American Fence of Lincoln, 3301 N. 35th Street, Lincoln, NE 68504**, hereinafter called the Contractor, and West Haymarket Joint Public Agency, Lincoln, Nebraska, hereinafter called JPA.

WHEREAS, JPA 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:

Automatic Fence for Pinnacle Bank Arena, Bid No. 24-207

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

WHEREAS, JPA, in the manner prescribed by law has 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 JPA 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 JPA's award of this Contract to the Contractor, such award being based on the acceptance by JPA of the Contractor's Proposal, or part thereof, as follows:

Agreement to Full Proposal

2. The JPA 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 JPA:

The JPA will pay for products/services, 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 \$59,955.21.

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.
- 5a. TERMINATION FOR CAUSE
- a) JPA 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, JPA without prejudice to any other rights or remedies of JPA may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition JPA 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 JPA may deem expedient.
 - c) If the Contract is terminated by JPA 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 JPA.
 - 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 JPA 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 JPA.
 - 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 JPA.
 - f) No termination or action taken by JPA after termination shall prejudice any other rights or remedies of JPA provided by law or by the Contract Documents upon such termination; and JPA may proceed against Contractor to recover all losses suffered by JPA.

5b. TERMINATION BY JPA FOR CONVENIENCE

- a) JPA 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, JPA 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 JPA;
 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, JPA has directed not to be discontinued;
 3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by JPA of all orders and subcontracts not related to that portion of the Work, if any, JPA has 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, JPA 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 JPA. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, JPA may direct the Contractor to deliver such goods to the Site or to such other place as JPA may reasonably determine, whereupon JPA shall pay to the Contractor the cost for such goods and materials.
- f) Upon such termination, JPA 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 JPA pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.

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 JPA and employees of JPA shall not be deemed to be employees of the Contractor. The Contractor and JPA shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor JPA'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. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION: In accordance with the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. §73-901 to §73-907, a public entity shall require a company that submits a bid, or proposal, or enters into any contract or contract renewal with any public entity, to certify that the company is not a scrutinized company and will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any

products or services to be provided do not originate with a scrutinized company. As such the Contractor agrees to do one of the following:

- (A) If the Contractor is providing technology related goods or services under the Act, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the Contractor is not a scrutinized company and attach it to the Agreement; or
- (B) If the Contractor is not providing technology related goods or services under the Act, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the Contractor is not providing such services and is not subject to the Act; or
- (C) If the Contractor is providing technology related goods under the Act, and Contractor is a scrutinized company that qualifies under Neb. Rev. Stat. §73-906(2) as an exception for the provision of manufactured goods only, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the contractor is a scrutinized company that meets the exception provided under the Act.

8. **PERIOD OF PERFORMANCE:** The contract shall become effective upon execution. The final completion date shall be no later than May 1, 2025.

9. The Contract Documents comprise the Contract, and consist of the following:

- 1. Contract Terms
- 2. Supplier Response
- 3. Specifications
- 4. Foreign Adversary Contracting Prohibition Act Certification Form
- 5. Employee Classification Act Affidavit
- 6. Employee Classification Act EO 83319
- 7. Insurance Requirements
- 8. Certificate of Insurance and Endorsements
- 9. Instructions to Bidders
- 10. Sales Tax Exemption Forms 13 & 17

* If the project includes paving, water, sewer, sidewalk, lighting or traffic signal work, JPA Standard Specifications for Municipal Construction will apply, which are on file in the office of JPA Clerk. Copies may be obtained at the Office of the City Engineer.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

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

Vendor Signature Page

CONTRACT
Automatic Fence for Pinnacle Bank Arena
Bid No. 24-207
West Haymarket Joint Public Agency
American Fence of Lincoln

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:


Secretary Seal

American Fence Company of Lincoln, Inc.
Name of Corporation

3301 N. 35th Street, Lincoln, NE 68504

Address

By:


Stephen LeGrand

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

West Haymarket Joint Public Agency Signature Page

CONTRACT
Automatic Fence for Pinnacle Bank Arena
Bid No. 24-207
West Haymarket Joint Public Agency
American Fence of Lincoln

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

West Haymarket Joint Public Agency

Leirion Gaylor Baird, Mayor
Chairperson of the West Haymarket Joint Public Agency
Board of Representatives

Approved Order No. _____

dated _____



24-207 Addendum 1

American Fence of Lincoln

Supplier Response

Event Information

Number: 24-207 Addendum 1
Title: Automatic Fence for Pinnacle Bank Arena
Type: Notice to Bidders
Issue Date: 10/23/2024
Deadline: 11/6/2024 02:00 PM (CT)

Contact Information

Contact: Sharon Mulder, Asst. Purchasing Agent
Address: 440 South 8th Street
Suite 200
Lincoln, NE 68508
Phone: (402) 441-7428
Email: smulder@lincoln.ne.gov

American Fence of Lincoln Information

Contact: Jason Nitz
Address: 3301 N35th Street
Lincoln, NE 68504
Phone: (402) 467-2511
Fax: (402) 467-2512
Email: j.nitz@americafence.com
Web Address: WWW.theamericanfencecompany.com

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

Jared Boettcher

Signature

Submitted at 11/6/2024 12:17:09 PM (CT)

j.boettcher@americafence.com

Email

Requested Attachments

Foreign Adversary Contracting Prohibition Act Form

Complete and upload the certification form in the Attachments tab in Ebid.

Foreign Adversary Contracting
Prohibition Act Certification
Form.pdf

Employee Classification Act Affidavit

Complete and upload the Employee Classification Act Affidavit from the Attachment tab.

Lincoln Employee Classification
Act Affidavit 11.6.24.pdf

Attestation Form

Complete and upload the Attestation Form from the Attachment tab.

United States Citizenship
Attestation Form.pdf

Response Attachments

American Fence Proposal.pdf

Proposal for 24-207 Addendum 1 (Automatic Fence for Pinnacle Bank Arena.

Bid Attributes

1 Agreement to Addendum No. 1

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.

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

1. Attached the pre-bid attendance sheet.
2. The power needs of the fence are as follows:

West

1. 20-amp 120 volt with no receptacle
2. 30-amp 125 volt with L5-30R
3. 50-amp 125/250 volt with 14-50R

East

1. 20-amp 120 volt with no receptacle
2. 50-amp 125/250 volt with 14-50R

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

☒ Yes

2 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

☒ Yes

3 Insurance Requirements and Endorsements

Contractor agrees to provide required insurance coverage and comply with each provision listed in the **Insurance Requirements** attached in EBid. Submission of the **Certificate of Insurance** and the applicable **endorsements**. **Bidders are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid closing in order to expedite the contract execution process.**

☒ Yes

4 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes

5 Contract Contact

The Purchasing Department issues Contracts via email to a designated contact person of the awarded Bidder. This designee should be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract to be awarded.

KC Gruber, k.gruber@americafence.com, 402-880-2901

6 Assignment

Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the City.

☒ Yes

7 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

8 Delivery

State number of delivery days after receipt of order (ARO). F.O.B. Destination (Freight paid by Vendor) to the City/County at the location.

Allow 4-5 weeks for delivery of materials. Installation to begin 2-3 weeks ARO.

9 City = JPA

I acknowledge that wherever the City of Lincoln is referenced in this bid, it shall mean the West Haymarket Joint Public Agency (JPA).

☒ Yes

10 Employee Class Act Affidavit

I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319. If awarded the contract, I will abide by the law, notarize and attach the Employee Classification Act Affidavit to the contract.

☒ Yes

11 Warranty

I warrant that all equipment and supplies offered will conform to the design, specifications, samples, or other descriptions contained in this bid, will be free from defects in workmanship and material and to the extent that I know, or have reason to know of the purpose for which the supplies are intended, will be fit and sufficient for such purpose as deemed applicable. The warranty required here under must provide all parts, equipment, transportation, technical assistance, labor and supervision necessary to correct any deficiency resulting from manufacturing defects without charge for a period of one (1) year after the date of final acceptance of all materials, equipment, and services furnished by successful bidder. Thereafter the manufacturer's standard warranty will apply.

☒ Yes

12 Foreign Adversary Contracting Prohibition Act

I hereby understand and agree to comply with the requirements of the Foreign Adversary Prohibition Act and have completed and uploaded the certification form in the Response Attachments tab in Ebid.

If a Vendor indicates on such certification form that the company is a scrutinized company, the Vendor must meet the exception requirements under the Act and agrees to provide documentation to verify the exception requirements with the bid response.

Vendor further understands and agrees that any scrutinized company that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and such violation may void the contract.

☒ Foreign Adversary Contracting Prohibition Act

1
3**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 may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

NO

1
4**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 an 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**Bid Lines**

1

Install Price / Recycling Price: Install price for all TV's including Recycling
 Price shall include the hardware needed to install.

Quantity: 1 UOM: Lump Sum Unit Price: \$59,955.21 Total: \$59,955.21

Supplier Notes: This not for TV Installation and recycling. This is for the fence and gates project.

Item Attributes**1. Manufacturer**

Please specify the manufacturer of the fence providing and installing.

We are providing Liftmaster gate operators and Maglock electronic gate locks.

Response Total: \$59,955.21

AMERICAN FENCE COMPANY

Omaha Lincoln GrandIsland Sioux City Des Moines Cedar Rapids Sioux Falls Rochester
AmeriFence Corporation – Kansas City AmeriFence Corporation – Madison American Security & Gate Company - Fargo

If not listed herein, it is not included. Advise, prior to acceptance of required additional items.

Project Specific Notes:

1. No delegated design. No engineering or stamped engineered drawings.
2. No core drilling, saw cutting, or block-outs of any concrete pavement is included unless noted otherwise.

Notes are specific to the scope and directly impact project pricing. If not agreeable, advise prior to acceptance.

Project Pricing: \$59,955.21 (Tax Exempt)

Unless otherwise stated, pricing does include sales tax, subject to change after 15 days of the date of the proposal. This proposal is not binding unless signature is affixed to page two. Do not sign and return this sheet without signed second page.

Contact Information: KC Gruber / AFC Lincoln / 402-880-2901 / k.gruber@americafence.com

Standard Notes & Exclusions: Unless otherwise noted:

1. One mobilization is included for the installation of the fence.
2. Block-out(s) in concrete / masonry for fence by others. No core drilling included. Sleeves required but not provided by AFC.
3. No surveying and/or staking included. Fence line to be staked by others.
4. Private utilities to be located by others in accordance with the State's One Call System standards. In the event these utilities are damaged as a result of improper locating, AFC will not be responsible for damages and associated costs.
5. Fence line to be staked clear of utilities. No excavation included for digging within 18" of utilities but at additional expense. Hand excavation due to interference with utilities at \$35.00 per post hole.
6. No permits, bonds, dues, completed operations, or primary-none contributory included.
7. No project specific employee background, drug screen or DMV history included. Add \$65.00 per employee if required.
8. No removals, grading, grubbing, and/or demolition are included.
9. No electrical wire, wiring, grounding, conduit, connections, and/or initial electrical/controls set-up. Only after electrician has confirmed connections and operations, AFC will review installation.
10. AFC will not be subject to liquidated damages or back charges as a result of delays.
11. Material fabricated per plans. No field verification, engineering, delegated design included.
12. Accounts not paid within thirty days will be charged eighteen percent (18%) per annum. No retention to be withheld.
13. No prevailing, union or Davis – Bacon wages included.
14. No participation in billing processing programs, Textura. Participation fee to be added to contract if required.
15. Gate system to be UL325 and ASTM F2200 compliant.
16. Gates, Gate operator and access/safety control equipment is a non-stock item and will require additional lead time.
17. No additional work included outside of scope stated above.
18. Repairs may require additional parts/labor once operator has been dismantled.
19. No participation in billing processing programs, Textura. Participation fee to be added to contract if required.

REV 8-26-20

Terms and Conditions

By signing this proposal, the customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, the customer is authorizing American Fence Company / AmeriFence Corporation to complete the work. Unless stated, the fence does not include a warranty. Customer is financially responsible for cancellation fees and costs of special order materials if the customer elects to cancel the contract. TERMS: 60% Down. Balance due on date of completion. No retention to be withheld. If withheld without approval, the contract amount will be 5% more than what is shown on the proposal. Service and handling charge of 1.5% per month-18% per annum applies to delinquent accounts not paid within 5 days of completion. Customer assumes full responsibility for location of property pins, staking of fence, and inaccurately placed pins and stakes. Customer understands that American Fence Co. may stake the fence based on the proposal and/or in consideration of existing utilities that do not reflect the actual location of customer's property. Customer

AMERICAN FENCE COMPANY



Omaha Lincoln Grand Island Sioux City Des Moines Cedar Rapids Sioux Falls Rochester
AmeriFence Corporation – Kansas City AmeriFence Corporation – Madison American Security & Gate Company - Fargo

FENCING & GATE PROPOSAL

Date: 7-25-2024	
Attn: Abby Hall / 402-904-5667	
Project/Customer: Pinnacle Bank Arena	
Scope: Gate #2 Automate Slide Gates, Electrical Panel and Wiring	
Address: 400 Pinnacle Arena Drive, Lincoln, NE 68508	
Email: ahall@pinnaclebankarena.com	
Specifications Section:	Plan Sheets:

Project Scope Information:

Install 2-ea automatic gate operators on existing slide gates at Gate #2. Each operator will be mounted on 2-ea 3" O.D. post set in concrete footing that will be core drilled in existing concrete. Attach each operator to existing gates with chain brackets and new roller chain. Install safety photo eye across drive and one safety edge on the end of each gate. Replace existing bottom gate rollers with new rollers with covers. Straighten fence line on east gate so the gate does not hit existing fence line. Install gate extension on existing west gate post. Mount and install 1-ea gate control to be used to open the gate by security/facility personnel. Install 2-ea gate strikes on walk gates on the east and west side of Gate #2 area. Once the electrical is complete programming and calibration of operator will be complete. No other access controls are planned or being provided.

Install New Outdoor Panel

- Cut concrete from outside MDP to area behind the shed.
- Break and remove this concrete
- Trench a new 2" conduit from main panel outside to new panel location behind the shed
- Backfill and tamp back the dirt
- Install a new steel rack behind the shed
- Install a new 200A 3ph outdoor rated panel on the rack
- Connect the conduit to the new panel and install wire for this panel
- Provide a new I-line breaker in the MDP and connect the wires for the new panel
- Install pins in the concrete trench were broken out
- Pour back concrete in trenched area

Install new Gate operator power.

- Cut the concrete from the new panel, across the drive to the locations where the new gate operators will go.
- Break and remove this concrete
- Trench in 2 new conduits from the panel to the gate operators (1 for power, 1 for spare)
- Backfill and tamp back the dirt
- Install pins in existing concrete and wire mesh to connect old and new concrete
- Connect the conduits to the gate operators
- Install new 20A circuits to the gate operator
- Provide and install new breakers in the panel and connect to the gate operator wiring
- American fence to provide new extended post on the fence for Data point to point device
- Install new point to point device on the post and on the building
- Connect the post side to the gate operator and provide path on building side for their IT to connect to
- Test operation

Install power to magnetic gate locks.

- Find the closest 120v power supply to the lock location
- East gate will need to be flipped so locking plate is on the building side
- Drill hole thru the wall and provide connection to the gate lock plate
- Inside the building pipe exposed on the walls to the nearest 120v power source
- Connect and test operation

AMERICAN FENCE COMPANY

Omaha Lincoln GrandIsland Sioux City Des Moines Cedar Rapids Sioux Falls Rochester
AmeriFence Corporation – Kansas City AmeriFence Corporation – Madison American Security & Gate Company - Fargo

agrees to defend, hold harmless and indemnify American Fence Co. against claims, liabilities and expenses for trespass and damage arising out of location of said fence. Customer assumes full responsibility for damage to marked and unmarked underground utility, telephone, T.V., cable or sprinkler systems. Customer requests, agrees or allows American Fence Co. to locate the fence within 18 inches of any buried utilities; customer agrees to defend, hold harmless and indemnify American Fence Co. against all claims, liabilities and expenses as a result of damage to these utilities and property. If the contract price is not paid when due, customer agrees to allow American Fence Co. to trespass on to their property and remove fence at the company's discretion. Furthermore, customer agrees to indemnify and hold harmless American Fence Co. for any damage done to the property as a result of removal of the fence. All modifications shall be in writing and shall be affixed to the original bid. This agreement and subsequent modifications shall be contingent upon strikes, accidents, shortages or delays beyond the control of American Fence Co. Time stated for installation is purely estimated. Customer agrees and accepts that AFC will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by customer. Changes to the fence due to varying ground conditions are not the responsibility of American Fence Co. Customer to carry fire, tornado and other necessary insurance. This proposal cannot be withdrawn by customer after acceptance of proposal. American Fence Co. has the right to reject any bid. Legal and related fees accrued in an effort to collect on this account for whatever reason will be the responsibility of the customer. By signing this proposal, customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, customer is authorizing American Fence Co. to complete the work. The customer is financially responsible for cancellation fees and costs of special order materials in the event the customer elects to cancel the contract. TERMS: 60% Down. Balance due on substantial completion. Service and handling charge of 5% per month-60% per annum will apply to delinquent accounts past 10 days. Customer acknowledges that this is page two of two and has received page one.

By signing below, I acknowledge and agree with all stated herein inclusive of both pages one and two of this proposal.

Customer signature: _____ Date: _____

Customer printed name: _____ Date: _____

Customer invoicing email address: _____

Automatic Fence for Pinnacle Bank Arena

1. GENERAL NOTICE

- 1.1 The City of Lincoln, hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s); the new automatic gate for loading dock for Pinnacle Bank Arena requires the following:
 - 1.1.1 Installation of 2 automatic gate operators on each side of gate #2.
 - 1.1.2 Installation of all new power and concrete work if required.
 - 1.1.3 Install all required magnetic gate locks.
 - 1.1.4 Delivery and Installation must be included.
- 1.2 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all the requirements, is the most advantageous to the City, and as the City deems will best serve the interests of the City.
- 1.3 Vendor shall submit bid and all requested supporting documents via the City/County ebid system
 - 1.3.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Division.
 - 1.3.2 To register, go to the City of Lincoln website at www.lincoln.ne.gov
 - Type "bid" into search box
 - CLICK ON **Bids and Contracts**
 - CLICK ON **Supplier Registration**
 - Enter information as required.
 - 1.3.3 All fields marked with the red asterisk must be completed to register successfully.
- 1.4 Any deviation from these specifications or other documents associated with the bid must be documented on company letterhead and submitted prior to bid close.
- 1.5 All inquiries regarding these specifications shall be submitted in writing to Sharon Mulder, Asst. Purchasing Agent via email to (smulder@lincoln.ne.gov)
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addendum.
 - 1.5.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.5.3 Failure to comply with this directive may result in Vendor's bid being rejected.
- 1.6 Work may be performed at the jobsite during operating hours which are from 8am – 5pm, Monday – Friday. Work outside of these days and times shall be subject to approval of the Owner depending on event schedule.
- 1.7 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.8 Payment will be made upon completion of installation and approval by the Owner's Representative.

2. PROJECT SCOPE

- 2.1 Install 2-ea automatic gate operators on existing slide gates at Gate #2. Each operator will be mounted per recommendation of fence bidder. Attach each operator to existing gates with chain brackets and new roller chain. Install safety photo eye across drive and one safety edge on the end of each gate. Replace existing bottom gate rollers with new rollers with covers. If needed straighten fence line on east gate so the gate does not hit existing fence line. Install gate extension where applicable. Mount and install 1-ea gate control to be used to open the gate by security/facility personnel. Install 2-ea gate strikes on walk gates on the east and west side of Gate #2 area. Once the electrical is complete programming and calibration of operator will be complete. Provide any other access controls depending on recommendation of bidder.

3. INSTALLATION OF EQUIPMENT

- 3.1 Equipment needed to make Gate 2 operable must be all new and must be included in the bid:
 - 3.1.1 Cut concrete where needed per recommendation of fence bidder
 - 3.1.2 Break and remove concrete where needed
 - 3.1.3 Trench new at least 2" conduit from main panel outside
 - 3.1.4 Backfill and tamp back dirt
 - 3.1.5 Install a new steel rack where needed
 - 3.1.6 Install a new 200A 3ph outdoor rated panel on rack on east gate.
 - 3.1.7 Install (1) additional 30amp & 50amp on west side of gate and 50amp on east side of gate #2 for additional use for existing guard shack.
 - 3.1.8 50amp receptacle should be locking receptacle, 50A 125/250V AC (California 50amp)
 - 3.1.9 Connect the conduit to the new panel and wire for this panel
 - 3.1.10 Provide any necessary breakers and connect wire to new panel
 - 3.1.11 Install and pins in the concrete trench
 - 3.1.12 Pour back concrete in trench area
 - 3.1.13 Bidder is responsible to add any additional work parts where necessary to make a full functional gate system.
 - 3.1.14 Provide and install new breakers in the panel and connect to the gate operator wiring
 - 3.1.15 Install new point to point device on the post and on the building
 - 3.1.16 Bidder to provide new extended post on the fence for Data point to point device
 - 3.1.17 Connect the post side to the gate operator and provide path on building side for their IT to connect to
 - 3.1.18 Test operation
 - 3.1.19
- 3.2 Install Power to Magnetic Gate Locks:
 - 3.2.1 Find the closest 120v power supply to the lock location
 - 3.2.2 East gate will need to be flipped so locking plate is on the building side

- 3.2.3 Drill hole thru the wall and provide connection to the gate lock plate
- 3.2.4 Inside the building pipe exposed on the walls to the nearest 120v power source
- 3.2.5 Connect and test operation

4. DELIVERY AND INSTALLATION

- 4.1 Pricing shall include F.O.B delivery:
Pinnacle Bank Arena
400 Pinnacle Arena Drive
Lincoln, NE 68508
- 4.2 Delivery will be to the loading dock.
- 4.3 Delivery and Installation shall be between the hours of 8:00 am to 4:30 pm Monday through Friday and must work around the event schedule.
- 4.4 Awarded Vendor must coordinate delivery of equipment with the Owners, providing a twenty-four-hour notice prior to delivery.

5. EVALUATION CRITERIA

- 5.1 Evaluation of bids will consist of the following:
 - 5.1.1 Contract will be awarded to the lowest, responsible, responsive vendor whose bid substantially meets all the required specifications, duties, terms, and conditions as defined in this request.
- 5.2 Vendor will be given an approved contract after the WHJPA board meets in December 2024.
- 5.3 Vendor must hold pricing until end of December 30th, 2024, after approval from WHJPA board.

**FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT
CERTIFICATION FORM FOR
TECHNOLOGY RELATED PRODUCT OR SERVICES**

For the purposes of complying with the Foreign Adversary Contracting Prohibition Act (“the Act”), Neb. Rev. Stat. §73-901 to §73-907, I attest and certify as follows:

Name of Company American Fence Company of Lincoln INC.

Check all that apply:

- ☐ I am authorized to attest and certify as the owner of the Company, in whole or in part, or as an authorized representative of the Company, to make the certifications required herein.
- ☐ The Company is providing technology related products and/or services to the public entity and is not a scrutinized company as defined in the Act; it is not subcontracting with a scrutinized company under the Act; and the technology related products and/or services provided herein do not originate with a scrutinized company under the Act.
- ☒ The Company is not providing technology related goods or services as defined under the Act.
- ☐ The Company is a scrutinized company and has entered into an Agreement or an Agreement Renewal with the public entity to provide a technology related good manufactured by a scrutinized company that meets the exception for the provision of a technology related good by a scrutinized company.
- ☒ I hereby attest and certify on behalf of the Company that the responses and information provided on this form are true, complete, and accurate. The Company understands that any scrutinized company that violates this Act or that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and that such violation may void the contract.

PRINT NAME: Jared Ray Boettcher
(First, Middle, Last)

SIGNATURE: 

TITLE: Branch Manager

DATE: November 5, 2024

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

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

I, American Fence, herein below known as the Contractor, state under oath and swear as follows: Company

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

Jennifer D. Smith
(First, Middle, Last)

SIGNATURE:

Jennifer D. Smith

TITLE:

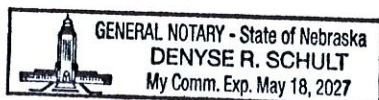
HRD

State of Nebraska)

) ss.

County of Sarpy)

6th This affidavit was signed and sworn to before me, the undersigned Notary Public, on this day of NOVEMBER, 20__.



Denyse R. Schult
Notary Public



CITY OF LINCOLN
EXECUTIVE ORDER

NO. 083319

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employee, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the City of Lincoln Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the City of Lincoln and is a grounds for rescission of the contract by the City.

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

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the City of Lincoln

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

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

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

Dated this 28 day of July, 2010.


Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:


City Attorney

Insurance Requirements

Submitted on	21 October 2024, 4:08PM
Receipt number	1663
Related form version	18

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

DEFINITIONS: For purposes of these Requirements, the following definitions apply:

- **"Agreement"** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **"City"** shall mean the City of Lincoln, NE.
- **"COI"** shall mean a Certificate of Insurance.
- **"Contractor"** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **"County"** shall mean the County of Lancaster, Nebraska.
- **"Owner(s)"** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **"PBC"** shall mean the Lincoln-Lancaster County Public Building Commission.
- **"Site"** shall mean the location the Work is being completed and/or delivered to.
- **"WHJPA"** shall mean the West Haymarket Joint Public Agency.
- **"Work"** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to the following: WHJPA

PROVISIONS:

- 3. Commercial General Liability
- 4. Automobile Liability
- 5. Workers' Compensation

Contractor shall comply with the following provisions:

1. Insurance; Coverage Information

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Deductibles/Retentions: Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

Self-Insurance: In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of Nebraska Certificate of Self-Insurance for Workers' Compensation.

Owner(s) checked below shall be listed as the Certificate Holder on the COI using the following address: 555 S. 10th St., Lincoln, NE 68508

West Haymarket Joint Public Agency

2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.

3. Commercial General Liability: The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
- C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

4. Automobile Liability: The Contractor shall have, maintain, and provide proof of Automobile Liability insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
- C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

5. Workers' Compensation; Employers' Liability: The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
- B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
- C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.

Subcontractors: The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

Cancellation/Renewal Notice: Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

Owner's Option: Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

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 Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

Minimum Rating - Insurer: 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-" VIII, unless Owner has expressly approves in writing.

Reservation of Rights: The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

Sovereign Immunity: Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

No Waiver by Owner: Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

Claims-made Tail Coverage: Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

E-mail Address (Internal use only)

rweiss@pinnaclebankarena.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2024

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 FNIC P.O. Box 45279 Omaha NE 68145		CONTACT NAME: Brooke Bleeker PHONE (A/C, No, Ext): 402-861-7000 E-MAIL ADDRESS: brooke.bleeker@fnicgroup.com FAX (A/C, No):		
INSURED American Fence Co. of Lincoln Inc. 3301 North 35th St Lincoln, NE 68504-3835 AME72223		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: The Phoenix Insurance Co		25623
		INSURER B: Charter Oak Fire Insurance Co.		25615
		INSURER C: Travelers Property Casualty of America		25674
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES **CERTIFICATE NUMBER: 1164728148** **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 checked="" type="checkbox"/> LOC OTHER:	Y	Y	CO-8T531064	9/19/2024	9/19/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<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	Y	Y	810-8T523906	9/19/2024	9/19/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<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	Y	Y	CUP-8T538839	9/19/2024	9/19/2025	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 6,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB-8T525647	9/19/2024	9/19/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Project - Automatic Fence for Pinnacle Bank Arena Bid No. 24-207.
West Haymarket Joint Public Agency (Contractor) and Owner are primary, non contributory additional insured for general liability, including ongoing and completed operations, automobile liability and umbrella liability, if required by written contract executed prior to loss. Primary & noncontributory status is governed by the terms & conditions of the insurance policies of all parties to the contract. Waiver of Subrogation for general liability, automobile liability, umbrella liability and workers compensation applies to West Haymarket Joint Public Agency (Contractor) and Owner if required by written contract executed prior to loss. The general liability, automobile liability, umbrella liability and workers compensation policies have been endorsed to provide 30 days' notice of cancellation.

CERTIFICATE HOLDER West Haymarket Joint Public Agency 555 S. 10th St., Lincoln NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II – Who Is An Insured**.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or

- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none">A. BROAD FORM NAMED INSUREDB. BLANKET ADDITIONAL INSUREDC. EMPLOYEE HIRED AUTOD. EMPLOYEES AS INSUREDE. SUPPLEMENTARY PAYMENTS – INCREASED LIMITSF. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASISG. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none">H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMITI. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMITJ. PERSONAL PROPERTYK. AIRBAGSL. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSSM. BLANKET WAIVER OF SUBROGATIONN. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

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

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

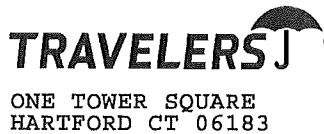
COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-8T525647-24-26-E

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

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

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

INSTRUCTIONS TO BIDDERS

"Owner(s)" shall mean any, all, or a combination of the City of Lincoln, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency.

1. **BIDDING PROCEDURE**

- 1.1. Bidders shall use the electronic bid system for submitting solicitation responses and must complete all required fields.
- 1.2. **EBID/IONWAVE REGISTRATION**
Bidders must be registered on the Owner's Ebid site to submit a response to any solicitation.
 - 1.2.1 To register in Ebid, click on this link: <https://col.ionwave.net/Login.aspx>
 - 1.2.2. Click on "Supplier Registration" in blue box and follow the instructions to complete the registration.
- 1.3. Solicitation responses will not be accepted after the closing time and date.
- 1.4. Bidders should include any deviations of the solicitation documents and the proposed replacement language on company letterhead and attach in the Response Attachment tab in Ebid. Failure to include deviations with the solicitation response will indicate the Bidder agrees to all terms and conditions outlined in the solicitation documents with no exceptions. The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner. Deviations that are not acceptable to the Owner and not negotiable, may result in the Bidder being deemed as "non-responsive" and rejection of the response.
- 1.5. Bidders shall not attempt to influence or discuss this solicitation with any Owner employee, elected official, agent, or evaluator other than the Purchasing Staff through the award process.
 - 1.5.1 Failure to follow this requirement may result in immediate disqualification of your response.
 - 1.5.2 From the date the solicitation is issued until the award notification is issued, communication is limited to the Purchasing staff. After the award notification is issued, the Bidder may communicate with individuals of the Owner responsible for negotiating the contract.
- 1.6. The Owner reserves the right to reject a response, withdraw an award notification, or terminate a contract if it is determined there has been a violation of these purchasing procedures.
- 1.7. If bidding on a construction contract, the Owner's most current Standard Specifications for Municipal Construction shall apply, found at: <https://www.lincoln.ne.gov/Owner/Departments/LTU/Transportation/Standards/Standard-Specs>.

2. **CLARIFICATION OF BIDDING DOCUMENTS**

- 2.1 Bidders shall promptly notify Purchasing staff of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents.
- 2.2 Questions regarding the meaning, interpretation or clarification of any solicitation provision should be submitted through Ebid under the Questions tab. The Owner is not obligated to respond to questions that are received after the Question Cutoff date and time in Ebid.
- 2.3 Changes made to the bidding documents may be issued electronically via addendum in Ebid. Addendums are issued by Purchasing prior to the closing date for solicitations which modify or interpret the bidding document by addition, deletion, clarification, or correction.
- 2.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owner; and Bidders shall not rely upon such interpretations or changes.

3. **INDEPENDENT PRICE DETERMINATION**

- 3.1 By electronically signing and submitting a response, the Bidder agrees the submitted pricing has 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 submitted in the response have not been knowingly disclosed by the Bidder prior to the solicitation 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 response for the purpose of restricting competition.

4. **BRAND NAMES/ALTERNATES**

- 4.1 If alternates are allowed, it is the Bidder's responsibility to identify any alternate items and prove to the satisfaction of the Owner that said item is equal to, or better than, the product specified.
 - 4.1.1 Alternate items shall be stated in the appropriate space in Ebid Line Item, or if the Ebid Line Item does not contain blanks for alternates, Bidder should attach a statement in Ebid on Company letterhead 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.
 - 4.1.2 Bidders must indicate any variances by item number from the bidding document no matter how slight.
- 4.2 If alternates are not stated in the response, it will be assumed that the item being provided fully complies with the Owner's solicitation documents.

5. DEMONSTRATIONS/SAMPLES

- 5.1. If requested by the Owner, Bidders shall provide and/or demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request.
- 5.2. Such demonstration(s) can be at the Owner delivery location or a surrounding community.
- 5.3. 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 Owner of acceptable goods. The Bidder should indicate how samples are to be returned.
- 5.4. When requested, samples will be furnished at the Bidder's expense prior to the closing of the solicitation, unless another time is specified. Each sample should be labeled clearly, and identify the Bidder's name, the solicitation number and title, item number, and the brand and model number, if applicable. Samples submitted must be the commodities or equipment which would be delivered if awarded the solicitation.
- 5.5. The Owner reserves the right to request samples even though this may not have been set forth in the solicitation.
- 5.6. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Bidder wishes to have the sample returned, it will be returned at the Bidder's expense upon request.
- 5.7. The sample will not be returned until thirty (30) calendar days after any protest or the execution of a contract. The Bidder shall have ten (10) calendar days to arrange for the return of the sample following any of the above dates. If no request from the Bidder is received within the above dates, the Owner reserves the right to use, donate, or surplus the samples in accordance with the Owner's policies.

6. DELIVERY (Non-Construction)

- 6.1. The Owner reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the specified time(s).
- 6.2. All prices shall be based upon inside delivery of the equipment/merchandise F.O.B. Destination to the Owner at the location specified by the Owner, with all transportation charges paid.
- 6.3. 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 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.

7. WARRANTIES AND GUARANTEES

- 7.1. Warranties, guarantees, and maintenance policies should be uploaded in Ebid in the Response Attachments tab.
- 7.2. Bid specifications shall set forth warranties and guarantees. If not described therein, then as a minimum requirement of the Owner, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance of products shall be replaced at no expense to the Owner. Replacement parts of defective components shall be shipped at no cost to the Owner. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder. Work performed for services shall include a one (1) year warranty beginning upon completion of services. There shall be an additional one (1) year warranty for defects in services rendered beginning on the date that the defects are corrected.

8. BID SECURITY, (if required)

- 8.1. Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with the solicitation, as indicated on the solicitation.
 - 8.1.1. Bid security, if required, shall be in the amount specified in the solicitation. The bid security may be scanned and attached to the Response Attachments section of your response in Ebid. 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 closing.
 - 8.1.2. If the bid security is not received in the office of the Purchasing Division as stated above, the Bidder may be determined to be non-responsive.
- 8.2. 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.
- 8.3. Such bid security may be returned to the unsuccessful Bidders when the award of the solicitation is made.
 - 8.3.1. Bid security may be returned to the successful Bidder(s) as follows:
 - 8.3.2. For purchase orders, upon the delivery of all equipment or merchandise, and upon final acceptance by the Owner.
 - 8.3.3. For all other contracts, upon approval by the Owner of the executed contract and bonds.
- 8.4. Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 8.4.1. A contract has been executed and bonds have been furnished.
 - 8.4.2. The specified time has elapsed so the solicitations may be withdrawn.
 - 8.4.3. All responses have been rejected.
 - 8.4.4. Bid security will be forfeited to the Owner as full liquidated damages, but not as a penalty, if the Bidder fails or refuses to enter a contract on forms provided by the Owner, and/or if the Bidder fails to provide sufficient bonds or insurance within the period as established in this bidding document.

9. REFERENCE CHECKS

- 9.1. The Owner reserves the right to conduct and consider reference checks. By submitting a response to this solicitation, the Bidder grants the Owner the right to contact or arrange a visit in person with any or all the Bidder's clients. Reference checks may be grounds to deem Bidder not responsible, not award, withdraw an award notification, or rescind the award of a contract.

10. SOLICITATION EVALUATION AND AWARD

- 10.1. The electronic signature shall be considered an offer on the part of the Bidder. The offer shall be deemed accepted upon issuance by the Owner of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2. No response shall be modified or withdrawn for a period of ninety (90) calendar days after closing date and time.
- 10.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4. The solicitation will be awarded to the lowest responsive, responsible Bidder whose offer will be most advantageous to the Owner, and as the Owner deems will best serve the requirements and interests of the Owner.
- 10.5. The Owner reserves the right to accept or reject any or all responses; to request rebids; to award item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities; request a best and final offer (BAFO); such as shall best serve the requirements and interests of the Owner.
- 10.6. 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 Owner. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 10.7. The Owner reserves the right to reject irregular responses that contain unauthorized additions, conditions, alternate responses, or irregularities that make the solicitation incomplete, indefinite or ambiguous.
- 10.8. If allowed, any governmental agency may piggyback on any purchase order or contract established from this solicitation.

11. EXECUTION OF AGREEMENT

- 11.1. Depending on the type of service or commodity provided, one of the following methods will be employed.
 - 11.1.1. **PURCHASE ORDER**

A copy of the Bidder's response (or referenced solicitation 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 solicitation documents.
 - 11.1.2. **CONTRACT**
 - 11.1.2.1 Owner will prepare and furnish a Contract to the successful Bidder.
 - 11.1.2.2 The successful Bidder shall provide proof of insurance as evidenced by a Certificate of Insurance, along with endorsements and waivers (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - 11.1.2.3 The prepared documents should be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 11.1.2.4 The Owner will sign and date the Contract when (a), (b), and (c) are completed.
 - 11.1.2.5 Upon approval and signature, the Owner will return one electronic copy to the successful Bidder.

12. LAWS

- 12.1. The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this solicitation and any contract reached as a result of this process.
- 12.2. Bidder agrees to abide by all applicable local, state, and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents, and patent rights.
- 12.3. If there are any conflicts or inconsistencies between the Bidder's documents and the Owner's documents, the Owner's documents shall control.

13. TAX ASSESSMENT

- 13.1. Any solicitation for public improvement shall comply with Nebraska Revised Statutes Sections 77-1323 and 77-1324. In that regard, 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.

14. EQUAL OPPORTUNITY

- 14.1. The Owner requires compliance with all federal, state, and local laws, rules, and regulations regarding equal opportunity for all Bidders and encourages minority businesses, women's businesses, and locally owned business enterprises to participate in our bidding process.

15. LIVING WAGE, (if applicable)

- 15.1. The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 15.2. If the contract is subject to the Owner's Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the Owner's Living Wage. This wage is subject to change every July.

16. INSURANCE

- 16.1. Bidders shall take special notice of the insurance provisions required for Owner contracts (if applicable, see *Insurance Requirements in the Attachments tab in Ebid*).

17. TAXES AND TAX EXEMPTION CERTIFICATE

- 17.1. The Owner is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 17.2. The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. AUDIT

- 18.1. All parties of any Owner agreement shall be subject to audit 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.

19. E-VERIFY

- 19.1. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the awarded Bidder 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 winning Bidder 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 winning Bidder 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.

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the Chairperson and/or Purchasing Agent of the West Haymarket Joint Public Agency
4 is hereby authorized to issue a Purchase Order, to the lowest, responsive, responsible bidder,
5 Lincoln Winlectric Company, for an amount not to exceed \$315,477.78, for the purchase of
6 exterior lighting for the roof of the Pinnacle Bank Arena, pursuant to Bid No. 24-230, and the
7 Chairperson is authorized to approve and execute minor amendments and change orders thereto.

Adopted this _____ day of January, 2025.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius



24-230

LINCOLN WINLECTRIC

Supplier Response

Event Information

Number: 24-230
Title: Exterior Lighting for the Roof at Pinnacle Bank Arena
Type: Notice to Bidders
Issue Date: 11/24/2024
Deadline: 12/13/2024 02:00 PM (CT)

Contact Information

Contact: Sharon Mulder, Asst. Purchasing Agent
Address: 440 South 8th Street
Suite 200
Lincoln, NE 68508
Phone: (402) 441-7428
Email: smulder@lincoln.ne.gov

LINCOLN WINLECTRIC Information

Address: 6201 S 57TH STREET
LINCOLN, NE 68516
Phone: (402) 423-3100
Fax: (402) 423-3879

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

TIMOTHY KRIVOLAVEK

Signature

Submitted at 12/13/2024 11:03:19 AM (CT)

TKRIVOLAVEK@WINSUPPLY.COM

Email

Supplier Note

Thank you for the opportunity to bid this project. Please call or email with any questions about the bid. Thanks!!
Tim Krivolavek

Requested Attachments

Foreign Adversary Contracting Prohibition Act Form

Complete and upload the certification form in the Attachments tab in Ebid.

Foreign Adversary Contracting
Prohibition Act Certification FF-S
Form (1).pdf

Attestation Form

Complete and upload the Attestation Form from the Attachment tab.

UNITED STATES CITIZENSHIP
ATTESTATION FORM.pdf

Bid Attributes

1 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

☒ Yes

2 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes

3 Purchase Order Contact

The Purchasing Department issues Purchase Orders via email to a designated contact person of the awarded Bidder. This designee should 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 purchase order to be awarded.

Timothy Krivolavek Lincoln Winlectric 402-423-3100 tkrivolavek@winsupply.com

4 Purchase Order, Contract and Delivery Contact

The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.

Timothy Krivolavek Lincoln Winlectric 402-432-3100 tkrivolavek@winsupply.com

5 Delivery

State number of delivery days after receipt of order (ARO). F.O.B. Destination (Freight paid by Vendor) to the City/County at the location.

30

6 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

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

NO

8 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 an 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

Bid Lines**1 Package Header**

Exterior Roof Smart Lighting Fixtures:
Run A: Smart Fixture Quantity and Wiring

Quantity: 1 UOM: EA

Total: \$72,741.31

Package Items

1.1 HB50-5P-48" -16W/L

Quantity: 25 UOM: EA Unit Price: Total:

1.2 HB50A-48-RGB20ACDS

Quantity: 25 UOM: EA Unit Price: Total:

1.3 HB50A-36-RGB20ACDS

Quantity: 25 UOM: EA Unit Price: Total:

1.4 AC8A-DMX-3WB3

Quantity: 1 UOM: EA Unit Price: Total:

1.5 AC8A-DMX-3WB2

Quantity: 1 UOM: EA Unit Price: Total:

1.6 HB50-5P-END CAP

Quantity: 1 UOM: EA Unit Price: Total:

2 Package Header

Exterior Roof Smart Lighting Fixtures:
Run B: Smart Fixture Quantity and Wiring

Quantity: 1 UOM: EA Total:

Package Items

2.1 HB50-5P-48" -16W/L

Quantity: 23 UOM: EA Unit Price: Total:

2.2 HB50A-48-RGB20ACDS

Quantity: 23 UOM: EA Unit Price: Total:

2.3 HB50A-36-RGB20ACDS

Quantity: 23 UOM: EA Unit Price: Total:

2.4 AC8A-DMX-3WB3

Quantity: 1 UOM: EA Unit Price: Total:

2.5 AC8A-DMX-3WB2

Quantity: 1 UOM: EA Unit Price: Total:

2.6 HB50-5P-END CAP

Quantity: 1 UOM: EA Unit Price: Total:

3 Package Header

Exterior Roof Smart Lighting Fixtures:
Run D: Smart Fixture Quantity and Wiring

Quantity: 1 UOM: EA Total:

Package Items

3.1 HB50-5P-48" -16W/L

Quantity: 23 UOM: EA Unit Price: Total:

3.2 HB50A-48-RGB20ACDSQuantity: 23 UOM: EAUnit Price: \$1,496.04Total: \$34,408.92**3.3 HB50A-36-RGB20ACDS**Quantity: 23 UOM: EAUnit Price: \$1,312.18Total: \$30,180.14**3.4 AC8A-DMX-3WB3**Quantity: 1 UOM: EAUnit Price: \$225.93Total: \$225.93**3.5 AC8A-DMX-3WB2**Quantity: 1 UOM: EAUnit Price: \$250.94Total: \$250.94**3.6 HB50-5P-END CAP**Quantity: 1 UOM: EAUnit Price: \$15.44Total: \$15.44**4 Package Header**Exterior Roof Smart Lighting Fixtures:
Run E: Smart Fixture Quantity and WiringQuantity: 1 UOM: EATotal: \$20,470.30**Package Items****4.1 HB50-5P-48" -16W/L**Quantity: 7 UOM: EAUnit Price: \$81.74Total: \$572.18**4.2 HB50A-48-RGB20ACDS**Quantity: 7 UOM: EAUnit Price: \$1,496.04Total: \$10,472.28**4.3 HB50A-36-RGB20ACDS**Quantity: 7 UOM: EAUnit Price: \$1,312.18Total: \$9,185.26**4.4 AC8A-DMX-3WB3**Quantity: 1 UOM: EAUnit Price: \$225.93Total: \$225.93**4.5 HB50-5P-END CAP**Quantity: 1 UOM: EAUnit Price: \$14.65Total: \$14.65**5 Package Header**Exterior Roof Smart Lighting Fixtures:
Run F: Smart Fixture Quantity and WiringQuantity: 1 UOM: EATotal: \$20,470.30**Package Items****5.1 HB50-5P-48" -16W/L**Quantity: 7 UOM: EAUnit Price: \$81.74Total: \$572.18**5.2 HB50A-48-RGB20ACDS**Quantity: 7 UOM: EAUnit Price: \$1,496.04Total: \$10,472.28**5.3 HB50A-36-RGB20ACDS**Quantity: 7 UOM: EAUnit Price: \$1,312.18Total: \$9,185.26

5.4 AC8A-DMX-3WB3Quantity: 1 UOM: EA Unit Price: Total: **5.5 HB50-5P-END CAP**Quantity: 1 UOM: EA Unit Price: Total: **6 Package Header**

Exterior Roof Smart Lighting Fixtures:

Control - Smart Controls

Quantity: 1 UOM: EA Total: **Package Items****6.1 NIC-DMX-DINA-DR1**Quantity: 1 UOM: EA Unit Price: Total: **6.2 NIC-POWER4M**Quantity: 1 UOM: EA Unit Price: Total: **7 Package Header**

Smart Fixtures - Light Towers

Side A

Quantity: 1 UOM: EA Total: Supplier Notes:

Line items listed below 7.2,7.3,7.4,7.5 are the quantities and pricing needed to building Quantity 4 of the Side A Light Towers. That's why there is a "No Bid" for Line item 7.1.

Package Items**7.1 SIDE A SMART SIDE A LOT**Quantity: 4 UOM: EA**No Bid****7.2 SMART HB3015I-4-RGB45ACDS**Quantity: 48 UOM: EA Unit Price: Total: **7.3 SMART AL-ID/PD30 ADJ BKT**Quantity: 96 UOM: EA Unit Price: Total: **7.4 SMART ID5A-DMX-3WB3**Quantity: 4 UOM: EA Unit Price: Total: **7.5 SMART AL-ID5P-72-J**Quantity: 24 UOM: EA Unit Price: Total: **8 Package Header**

Smart Fixtures - Light Towers

Side B

Quantity: 1 UOM: EA Total: Supplier Notes:

Line items listed below 8.2,8.3,8.4,8.5 are the quantities and pricing needed to building Quantity 4 of the Side B Light Towers. That's why there is a "No Bid" for Line item 8.1

Package Items

8.1 SIDE B SMART SIDE B LOT

Quantity: 4 UOM: EA

No Bid

8.2 SMART HB3015I-4-RGB45ACDS

Quantity: 24 UOM: EA Unit Price: Total:

8.3 SMART AL-ID5P-72-J

Quantity: 24 UOM: EA Unit Price: Total:

8.4 SMART AL-ID5P-ENDCAP

Quantity: 4 UOM: EA Unit Price: Total:

8.5 SMART NIC-DMX-DINA-2 (included)

Quantity: 4 UOM: EA Unit Price: Total:

Response Total: \$315,477.78

Exterior Lighting for the Roof Pinnacle Bank Arena

1. GENERAL NOTICE

- 1.1 The City of Lincoln, hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s); new exterior lighting fixtures for Pinnacle Bank Arena requires the following:
 - 1.1.1 Furnish all new smart LED lighting fixtures
 - 1.1.2 Install is not part of the overall bid.
 - 1.1.3 Must include shipping and delivery to PBA.
- 1.2 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all the requirements, is the most advantageous to the City, and as the City deems will best serve the interests of the City.
- 1.3 Vendor shall submit bid and all requested supporting documents via the City/County ebid system
 - 1.3.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Division.
 - 1.3.2 To register, go to the City of Lincoln website at www.lincoln.ne.gov
 - Type "bid" into search box
 - CLICK ON **Bids and Contracts**
 - CLICK ON **Supplier Registration**
 - Enter information as required.
 - 1.3.3 All fields marked with the red asterisk must be completed to register successfully.
- 1.4 Any deviation from these specifications or other documents associated with the bid must be documented on company letterhead and submitted prior to bid close.
- 1.5 All inquiries regarding these specifications shall be submitted in writing to Sharon Mulder, Assistant Purchasing Agent via email to (smulder@lincoln.ne.gov)
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addendum.
 - 1.5.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.5.3 Failure to comply with this directive may result in Vendor's bid being rejected.
- 1.6 Work may be performed at the jobsite during operating hours which are from 8am – 5pm, Monday – Friday. Work outside of these days and times shall be subject to approval of the Owner depending on event schedule.
- 1.7 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.8 Payment will be made upon completion of installation and approval by the Owner's Representative.

2. PROJECT SCOPE

- 2.1 The Successful supplier shall furnish new SMART LED exterior lighting fixtures Pinnacle Bank Arena.

3. EXTERIOR ROOF SMART LIGHTING FIXTURES

- 3.1 Run A: Smart Fixture Quantity and Wiring
- 3.1.1 QTY – 25 - HB50-5P-48"-16W/L
 - 3.1.2 Include - HB5P, 5 PIN, 48" Wire lead 16 Gauge FOR
 - 3.1.3 QTY – 25 - HB50A-48-RGB20ACDS
 - 3.1.4 Include - HB50A-48", RGB, 20 DEGREE, 20W/FT
 - 3.1.5 QTY – 25 - HB50A-36-RGB20ACDS
 - 3.1.6 Include - HB50A-36", RGB, 20 DEGREE, 20W/FT
 - 3.1.7 QTY – 1 - AC8A-DMX-3WB3
 - 3.1.8 Include - AC8A-DMX-3WB3 - JUNCTION BOX - Input: 24"
 - 3.1.9 QTY – 1 - AC8A-DMX-3WB2
 - 3.1.10 Include - AC8A-DMX-3WB2 - JUNCTION BOX - Input: 12"
 - 3.1.11 QTY – 1 - HB50-5P-END CAP
 - 3.1.12 Include - HB5P 120V END CAP 5 PIN FOR HB50 SERIES
- 3.2 Run B: Smart Fixture Quantity and Wiring
- 3.2.1 QTY - 23 - B50-5P-48"-16W/L
 - 3.2.2 Include - HB5P, 5 PIN, 48" WIRE LEAD 16 GAUGE FOR
 - 3.2.3 QTY – 23 - HB50A-48-RGB20ACDS
 - 3.2.4 Include - HB50A-48", RGB, 20 DEGREE, 20W/FT,
 - 3.2.5 QTY – 23 - HB50A-36-RGB20ACDS
 - 3.2.6 Include - HB50A-36", RGB, 20 DEGREE, 20W/FT
 - 3.2.7 QTY – 1 - AC8A-DMX-3WB3
 - 3.2.8 Include - AC8A-DMX-3WB3 - JUNCTION BOX - Input: 24"
 - 3.2.9 QTY - 1 - AC8A-DMX-3WB2
 - 3.2.10 Include - AC8A-DMX-3WB2 - JUNCTION BOX - Input: 12"
 - 3.2.11 QTY – 1 - HB50-5P-END CAP
 - 3.2.12 Include - HB5P 120V END CAP 5 PIN FOR HB50 SERIES
- 3.3 Run D: Smart Fixture Quantity and Wiring
- 3.3.1 QTY – 23 - HB50-5P-48"-16W/L
 - 3.3.2 Include - HB5P, 5 PIN, 48" WIRE LEAD 16 GAUGE FOR
 - 3.3.3 QTY – 23- HB50A-48-RGB20ACDS
 - 3.3.4 Include - HB50A-48", RGB, 20 DEGREE, 20W/FT
 - 3.3.5 QTY – 23 - HB50A-36-RGB20ACDS
 - 3.3.6 Include - HB50A-36", RGB, 20 DEGREE, 20W/FT
 - 3.3.7 QTY – 1 - AC8A-DMX-3WB3
 - 3.3.8 Include - AC8A-DMX-3WB3 - JUNCTION BOX - Input: 24"
 - 3.3.9 QTY – 1 - AC8A-DMX-3WB2
 - 3.3.10 Include - AC8A-DMX-3WB2 - JUNCTION BOX - Input: 12"
 - 3.3.11 QTY - 1 - HB50-5P-END CAP
 - 3.3.12 Include - HB5P 120V END CAP 5 PIN FOR HB50 SERIES
- 3.4 Run E: Smart Fixture Quantity and Wiring
- 3.4.1 QTY – 7 - HB50-5P-48"-16W/L
 - 3.4.2 Include - HB5P, 5 PIN, 48" WIRE LEAD 16 GAUGE FOR
 - 3.4.3 QTY – 7 - HB50A-48-RGB20ACDS
 - 3.4.4 Include - HB50A-48", RGB, 20 DEGREE, 20W/FT
 - 3.4.5 QTY – 7- HB50A-36-RGB20ACDS

- 3.4.6 Included - HB50A-36", RGB, 20 DEGREE, 20W/FT
 - 3.4.7 QTY – 1 - AC8A-DMX-3WB3
 - 3.4.8 Include - AC8A-DMX-3WB3 - JUNCTION BOX - Input: 24"
 - 3.5 Run F: Smart Fixture Quantity and Wiring
 - 3.5.1 QTY – 7 - HB50-5P-48"-16W/L
 - 3.5.2 Include - HB5P, 5 PIN, 48" WIRE LEAD 16 GAUGE FOR
 - 3.5.3 QTY – 7 - HB50A-48-RGB20ACDS
 - 3.5.4 Include - HB50A-48", RGB, 20 DEGREE, 20W/FT
 - 3.5.5 QTY - 7 - HB50A-36-RGB20ACDS
 - 3.5.6 Include - HB50A-36", RGB, 20 DEGREE, 20W/FT
 - 3.5.7 QTY – 1 - AC8A-DMX-3WB3
 - 3.5.8 Include - AC8A-DMX-3WB3 - JUNCTION BOX - Input: 24"
 - 3.5.9 QTY- 1- HB50-5P-END CAP
 - 3.5.10 Include - HB5P 120V END CAP 5 PIN FOR HB50 SERIES
 - 3.6 Control – Smart Controls
 - 3.6.1 QTY – 1 - NIC-DMX-DINA-DR1
 - 3.6.2 Include - Nicolaude DINA DR1 - with 3072ch Din Rail
 - 3.6.3 QTY – 1 - NIC-POWER4M
 - 3.6.4 Include - AC/DC ADAPTER FOR DMX CONTROLLER
- 4. SMART FIXTURES – LIGHT TOWERS
 - 4.1 Side A:
 - 4.1.1 QTY - 4 SIDE A SMART SIDE A LOT
 - 4.1.2 QTY – 48 - SMART HB3015I-4-RGB45ACDS
 - 4.1.3 Line Note: HB3015I, 4FT RGB, 45 DEGREE, 100/277VAC,
 - 4.1.4 QTY – 96 - SMART AL-ID/PD30 ADJ BKT
 - 4.1.5 Line Note: ID/PD30 ADJUSTABLE BRACKET
 - 4.1.6 QTY – 4 - SMART ID5A-DMX-3WB3
 - 4.1.7 Line Note: ID5A-DMX-3WB3 - JUNCTION BOX - Input: 24"
 - 4.1.8 QTY - 24 SMART AL-ID5P-72-J
 - 4.1.9 Line Note: AL-ID5P-72-J - 72" JUMPER FOR HB30I
 - 4.2 Side B:
 - 4.2.1 QTY - 4 SIDE B SMART SIDE B LOT
 - 4.2.2 QTY - 24 - SMART HB3015I-4-RGB45ACDS
 - 4.2.3 Line Note: HB3015I, 4FT RGB, 45 DEGREE, 100/277VAC,
 - 4.2.4 QTY - 24 SMART AL-ID5P-72-J
 - 4.2.5 Line Note: AL-ID5P-72-J - 72" JUMPER FOR HB30I
 - 4.2.6 QTY- 4 - SMART AL-ID5P-ENDCAP
 - 4.2.7 Line Note: ID30 5 pin end cap for indoor series 120V
 - 4.2.8 QTY - 4 - SMART NIC-DMX-DINA-2 (included)
 - 4.2.9 Line Note: Nicolaude DINA DR2 - with 2 universes
- 5. **DELIVERY AND INSTALLATION**
 - 5.1 Pricing shall include F.O.B delivery:
 - Pinnacle Bank Arena
 - 400 Pinnacle Arena Drive
 - Lincoln, NE 68508
 - 5.2 Delivery will be to the loading dock.
 - 5.3 Delivery shall be between the hours of 8:00 am to 4:30 pm Monday through Friday and must work around the event schedule.
 - 5.4 Awarded Vendor must coordinate delivery of equipment with the Owners, providing a twenty-four-hour notice prior to delivery.

6. EVALUATION CRITERIA

- 6.1 Evaluation of bids will consist of the following:
 - 6.1.1 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all the required specifications, duties, terms, and conditions as defined in this request.
 - 6.1.2 Ability to meet the completion date of project.
- 6.2 Vendor will be given an approved contract after the WHJPA board meets in January of 2025 and Must hold pricing until January 31st 2025.

**FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT
CERTIFICATION FORM FOR
TECHNOLOGY RELATED PRODUCT OR SERVICES**

For the purposes of complying with the Foreign Adversary Contracting Prohibition Act ("the Act"), Neb. Rev. Stat. §73-901 to §73-907, I attest and certify as follows:

Name of Company The Smart Lighting Company

Check all that apply:

- ☒ I am authorized to attest and certify as the owner of the Company, in whole or in part, or as an authorized representative of the Company, to make the certifications required herein.
- ☒ The Company is providing technology related products and/or services to the public entity and is not a scrutinized company as defined in the Act; it is not subcontracting with a scrutinized company under the Act; and the technology related products and/or services provided herein do not originate with a scrutinized company under the Act.
- ☐ The Company is not providing technology related goods or services as defined under the Act.
- ☐ The Company is a scrutinized company and has entered into an Agreement or an Agreement Renewal with the public entity to provide a technology related good manufactured by a scrutinized company that meets the exception for the provision of a technology related good by a scrutinized company.
- ☒ I hereby attest and certify on behalf of the Company that the responses and information provided on this form are true, complete, and accurate. The Company understands that any scrutinized company that violates this Act or that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and that such violation may void the contract.

PRINT NAME: Marc J Reingold
(First, Middle, Last)

SIGNATURE: Marc Reingold

TITLE: President

DATE: 12/12/24

INSTRUCTIONS TO BIDDERS

"Owner(s)" shall mean any, all, or a combination of the City of Lincoln, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency.

1. **BIDDING PROCEDURE**

- 1.1. Bidders shall use the electronic bid system for submitting solicitation responses and must complete all required fields.
- 1.2. **EBID/IONWAVE REGISTRATION**
Bidders must be registered on the Owner's Ebid site to submit a response to any solicitation.
 - 1.2.1 To register in Ebid, click on this link: <https://col.ionwave.net/Login.aspx>
 - 1.2.2. Click on "Supplier Registration" in blue box and follow the instructions to complete the registration.
- 1.3. Solicitation responses will not be accepted after the closing time and date.
- 1.4. Bidders should include any deviations of the solicitation documents and the proposed replacement language on company letterhead and attach in the Response Attachment tab in Ebid. Failure to include deviations with the solicitation response will indicate the Bidder agrees to all terms and conditions outlined in the solicitation documents with no exceptions. The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner. Deviations that are not acceptable to the Owner and not negotiable, may result in the Bidder being deemed as "non-responsive" and rejection of the response.
- 1.5. Bidders shall not attempt to influence or discuss this solicitation with any Owner employee, elected official, agent, or evaluator other than the Purchasing Staff through the award process.
 - 1.5.1 Failure to follow this requirement may result in immediate disqualification of your response.
 - 1.5.2 From the date the solicitation is issued until the award notification is issued, communication is limited to the Purchasing staff. After the award notification is issued, the Bidder may communicate with individuals of the Owner responsible for negotiating the contract.
- 1.6. The Owner reserves the right to reject a response, withdraw an award notification, or terminate a contract if it is determined there has been a violation of these purchasing procedures.
- 1.7. If bidding on a construction contract, the Owner's most current Standard Specifications for Municipal Construction shall apply, found at: <https://www.lincoln.ne.gov/Owner/Departments/LTU/Transportation/Standards/Standard-Specs>.

2. **CLARIFICATION OF BIDDING DOCUMENTS**

- 2.1 Bidders shall promptly notify Purchasing staff of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents.
- 2.2 Questions regarding the meaning, interpretation or clarification of any solicitation provision should be submitted through Ebid under the Questions tab. The Owner is not obligated to respond to questions that are received after the Question Cutoff date and time in Ebid.
- 2.3 Changes made to the bidding documents may be issued electronically via addendum in Ebid. Addendums are issued by Purchasing prior to the closing date for solicitations which modify or interpret the bidding document by addition, deletion, clarification, or correction.
- 2.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owner; and Bidders shall not rely upon such interpretations or changes.

3. **INDEPENDENT PRICE DETERMINATION**

- 3.1 By electronically signing and submitting a response, the Bidder agrees the submitted pricing has 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 submitted in the response have not been knowingly disclosed by the Bidder prior to the solicitation 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 response for the purpose of restricting competition.

4. **BRAND NAMES/ALTERNATES**

- 4.1 If alternates are allowed, it is the Bidder's responsibility to identify any alternate items and prove to the satisfaction of the Owner that said item is equal to, or better than, the product specified.
 - 4.1.1 Alternate items shall be stated in the appropriate space in Ebid Line Item, or if the Ebid Line Item does not contain blanks for alternates, Bidder should attach a statement in Ebid on Company letterhead 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.
 - 4.1.2 Bidders must indicate any variances by item number from the bidding document no matter how slight.
- 4.2 If alternates are not stated in the response, it will be assumed that the item being provided fully complies with the Owner's solicitation documents.

5. DEMONSTRATIONS/SAMPLES

- 5.1. If requested by the Owner, Bidders shall provide and/or demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request.
- 5.2. Such demonstration(s) can be at the Owner delivery location or a surrounding community.
- 5.3. 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 Owner of acceptable goods. The Bidder should indicate how samples are to be returned.
- 5.4. When requested, samples will be furnished at the Bidder's expense prior to the closing of the solicitation, unless another time is specified. Each sample should be labeled clearly, and identify the Bidder's name, the solicitation number and title, item number, and the brand and model number, if applicable. Samples submitted must be the commodities or equipment which would be delivered if awarded the solicitation.
- 5.5. The Owner reserves the right to request samples even though this may not have been set forth in the solicitation.
- 5.6. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Bidder wishes to have the sample returned, it will be returned at the Bidder's expense upon request.
- 5.7. The sample will not be returned until thirty (30) calendar days after any protest or the execution of a contract. The Bidder shall have ten (10) calendar days to arrange for the return of the sample following any of the above dates. If no request from the Bidder is received within the above dates, the Owner reserves the right to use, donate, or surplus the samples in accordance with the Owner's policies.

6. DELIVERY (Non-Construction)

- 6.1. The Owner reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the specified time(s).
- 6.2. All prices shall be based upon inside delivery of the equipment/merchandise F.O.B. Destination to the Owner at the location specified by the Owner, with all transportation charges paid.
- 6.3. 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 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.

7. WARRANTIES AND GUARANTEES

- 7.1. Warranties, guarantees, and maintenance policies should be uploaded in Ebid in the Response Attachments tab.
- 7.2. Bid specifications shall set forth warranties and guarantees. If not described therein, then as a minimum requirement of the Owner, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance of products shall be replaced at no expense to the Owner. Replacement parts of defective components shall be shipped at no cost to the Owner. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder. Work performed for services shall include a one (1) year warranty beginning upon completion of services. There shall be an additional one (1) year warranty for defects in services rendered beginning on the date that the defects are corrected.

8. BID SECURITY, (if required)

- 8.1. Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with the solicitation, as indicated on the solicitation.
 - 8.1.1. Bid security, if required, shall be in the amount specified in the solicitation. The bid security may be scanned and attached to the Response Attachments section of your response in Ebid. 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 closing.
 - 8.1.2. If the bid security is not received in the office of the Purchasing Division as stated above, the Bidder may be determined to be non-responsive.
- 8.2. 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.
- 8.3. Such bid security may be returned to the unsuccessful Bidders when the award of the solicitation is made.
 - 8.3.1. Bid security may be returned to the successful Bidder(s) as follows:
 - 8.3.2. For purchase orders, upon the delivery of all equipment or merchandise, and upon final acceptance by the Owner.
 - 8.3.3. For all other contracts, upon approval by the Owner of the executed contract and bonds.
- 8.4. Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 8.4.1. A contract has been executed and bonds have been furnished.
 - 8.4.2. The specified time has elapsed so the solicitations may be withdrawn.
 - 8.4.3. All responses have been rejected.
 - 8.4.4. Bid security will be forfeited to the Owner as full liquidated damages, but not as a penalty, if the Bidder fails or refuses to enter a contract on forms provided by the Owner, and/or if the Bidder fails to provide sufficient bonds or insurance within the period as established in this bidding document.

9. REFERENCE CHECKS

- 9.1. The Owner reserves the right to conduct and consider reference checks. By submitting a response to this solicitation, the Bidder grants the Owner the right to contact or arrange a visit in person with any or all the Bidder's clients. Reference checks may be grounds to deem Bidder not responsible, not award, withdraw an award notification, or rescind the award of a contract.

10. SOLICITATION EVALUATION AND AWARD

- 10.1. The electronic signature shall be considered an offer on the part of the Bidder. The offer shall be deemed accepted upon issuance by the Owner of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2. No response shall be modified or withdrawn for a period of ninety (90) calendar days after closing date and time.
- 10.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4. The solicitation will be awarded to the lowest responsive, responsible Bidder whose offer will be most advantageous to the Owner, and as the Owner deems will best serve the requirements and interests of the Owner.
- 10.5. The Owner reserves the right to accept or reject any or all responses; to request rebids; to award item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities; request a best and final offer (BAFO); such as shall best serve the requirements and interests of the Owner.
- 10.6. 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 Owner. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 10.7. The Owner reserves the right to reject irregular responses that contain unauthorized additions, conditions, alternate responses, or irregularities that make the solicitation incomplete, indefinite or ambiguous.
- 10.8. If allowed, any governmental agency may piggyback on any purchase order or contract established from this solicitation.

11. EXECUTION OF AGREEMENT

- 11.1. Depending on the type of service or commodity provided, one of the following methods will be employed.
 - 11.1.1. **PURCHASE ORDER**

A copy of the Bidder's response (or referenced solicitation 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 solicitation documents.
 - 11.1.2. **CONTRACT**
 - 11.1.2.1 Owner will prepare and furnish a Contract to the successful Bidder.
 - 11.1.2.2 The successful Bidder shall provide proof of insurance as evidenced by a Certificate of Insurance, along with endorsements and waivers (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - 11.1.2.3 The prepared documents should be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 11.1.2.4 The Owner will sign and date the Contract when (a), (b), and (c) are completed.
 - 11.1.2.5 Upon approval and signature, the Owner will return one electronic copy to the successful Bidder.

12. LAWS

- 12.1. The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this solicitation and any contract reached as a result of this process.
- 12.2. Bidder agrees to abide by all applicable local, state, and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents, and patent rights.
- 12.3. If there are any conflicts or inconsistencies between the Bidder's documents and the Owner's documents, the Owner's documents shall control.

13. TAX ASSESSMENT

- 13.1. Any solicitation for public improvement shall comply with Nebraska Revised Statutes Sections 77-1323 and 77-1324. In that regard, 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.

14. EQUAL OPPORTUNITY

- 14.1. The Owner requires compliance with all federal, state, and local laws, rules, and regulations regarding equal opportunity for all Bidders and encourages minority businesses, women's businesses, and locally owned business enterprises to participate in our bidding process.

15. LIVING WAGE, (if applicable)

- 15.1. The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 15.2. If the contract is subject to the Owner's Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the Owner's Living Wage. This wage is subject to change every July.

16. INSURANCE

- 16.1. Bidders shall take special notice of the insurance provisions required for Owner contracts (if applicable, see *Insurance Requirements in the Attachments tab in Ebid*).

17. TAXES AND TAX EXEMPTION CERTIFICATE

- 17.1. The Owner is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 17.2. The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. AUDIT

- 18.1. All parties of any Owner agreement shall be subject to audit 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.

19. E-VERIFY

- 19.1. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the awarded Bidder 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 winning Bidder 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 winning Bidder 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.

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Contract between the West Haymarket Joint Public Agency and AVaaSE,
4 for new speakers for the Pinnacle Bank Arena centerhung, for a total amount not to exceed
5 \$18,807.00, pursuant to Bid No. 24-228, is hereby approved and the Chairperson of the West
6 Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said
7 Contract.

Adopted this _____ day of January, 2025.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

CONTRACT DOCUMENTS

**West Haymarket Joint Public Agency
Lincoln, Nebraska**

**New Speakers for Pinnacle Bank Arena Centerhung
Bid No. 24-228**

**AVaaSE
5700 Old Cheney Road, Suite 6
Lincoln, NE 68516
402-890-3017**

**West Haymarket Joint Public Agency
Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into by and between **AVaaSE, 5700 Old Cheney Road, Suite 6, Lincoln, NE 68516**, hereinafter called the Contractor, and West Haymarket Joint Public Agency, Lincoln, Nebraska, hereinafter called JPA.

WHEREAS, JPA 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:

New Speakers for Pinnacle Bank Arena Centerhung, Bid No. 24-228

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

WHEREAS, JPA, in the manner prescribed by law has 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 JPA 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 JPA's award of this Contract to the Contractor, such award being based on the acceptance by JPA of the Contractor's Proposal, or part thereof, as follows:

Agreement to Full Proposal

2. The JPA 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 JPA:

The JPA will pay for products/services, 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 \$18,807.00.

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.
- 5a. TERMINATION FOR CAUSE
- a) JPA 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, JPA without prejudice to any other rights or remedies of JPA may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition, JPA 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 JPA may deem expedient.
 - c) If the Contract is terminated by JPA 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 JPA.
 - 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 JPA 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 JPA.
 - 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 JPA.
 - f) No termination or action taken by JPA after termination shall prejudice any other rights or remedies of JPA provided by law or by the Contract Documents upon such termination; and JPA may proceed against Contractor to recover all losses suffered by JPA.

5b. TERMINATION BY JPA FOR CONVENIENCE

- a) JPA 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, JPA 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 JPA;
 - 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, JPA has directed not to be discontinued;
 - 3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by JPA of all orders and subcontracts not related to that portion of the Work, if any, JPA has 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, JPA 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 JPA. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, JPA may direct the Contractor to deliver such goods to the Site or to such other place as JPA may reasonably determine, whereupon JPA shall pay to the Contractor the cost for such goods and materials.
- f) Upon such termination, JPA 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 JPA pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.

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 JPA and employees of JPA shall not be deemed to be employees of the Contractor. The Contractor and JPA shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor JPA'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. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION: In accordance with the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. §73-901 to §73-907, a public entity shall require a company that submits a bid, or proposal, or enters into any contract or contract renewal with any public entity, to certify that the company is not a scrutinized company and will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any

products or services to be provided do not originate with a scrutinized company. As such the Contractor agrees to do one of the following:

- (A) If the Contractor is providing technology related goods or services under the Act, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the Contractor is not a scrutinized company and attach it to the Agreement; or
- (B) If the Contractor is not providing technology related goods or services under the Act, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the Contractor is not providing such services and is not subject to the Act; or
- (C) If the Contractor is providing technology related goods under the Act, and Contractor is a scrutinized company that qualifies under Neb. Rev. Stat. §73-906(2) as an exception for the provision of manufactured goods only, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the contractor is a scrutinized company that meets the exception provided under the Act.

8. **PERIOD OF PERFORMANCE:** The contract shall become effective upon execution by both parties. The final completion date shall be no later than August 1, 2025.

9. The Contract Documents comprise the Contract, and consist of the following:

- 1. Contract Terms
- 2. Supplier Response/Proposal
- 3. Specifications
- 4. Foreign Adversary Contracting Prohibition Act Certification Form
- 5. Employee Classification Act Affidavit
- 6. Employee Classification Act EO 83319
- 7. United States Attestation Form
- 8. Insurance Requirements
- 9. Certificate of Insurance and Endorsements
- 10. Instructions to Bidders
- 11. Sales Tax Exemption Forms 13 & 17

* If the project includes paving, water, sewer, sidewalk, lighting or traffic signal work, JPA Standard Specifications for Municipal Construction will apply, which are on file in the office of JPA Clerk. Copies may be obtained at the Office of the City Engineer.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

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

Vendor Signature Page

CONTRACT
New Speakers for Pinnacle Bank Arena Centerhung
Bid No. 24-228
West Haymarket Joint Public Agency
AVaase

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:

Name

Address

Signature

Matthew C. Ihrig

5700 Old Cheney Rd. #6 Lincoln, NE
68516

Matthew C. Ihrig

West Haymarket Joint Public Agency Signature Page

CONTRACT
New Speakers for Pinnacle Bank Arena Centerhung
Bid No. 24-228
West Haymarket Joint Public Agency
AVAase

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

West Haymarket Joint Public Agency

Leirion Gaylor Baird, Mayor
Chairperson of the West Haymarket Joint Public Agency
Board of Representatives

Approved Order No. _____

dated _____



24-228

AVaaSE

Supplier Response

Event Information

Number: 24-228
Title: New Speakers for Pinnacle Bank Arena Centerhung
Type: Notice to Bidders
Issue Date: 11/22/2024
Deadline: 12/11/2024 02:00 PM (CT)

Contact Information

Contact: Sharon Mulder, Asst. Purchasing Agent
Address: 440 South 8th Street
Suite 200
Lincoln, NE 68508
Phone: (402) 441-7428
Email: smulder@lincoln.ne.gov

AVaaSE Information

Contact: Matthew Ihrig
Address: 5700 Old Cheney Road, Suite 6, Lincoln, NE 68516
Lincoln, NE 68516
Phone: (402) 890-3017
Email: avaasengineering@gmail.com
Web Address: avaase.com

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

Matthew Ihrig

Signature

avaasengineering@gmail.com

Email

Submitted at 12/11/2024 11:17:45 AM (CT)

Requested Attachments

Foreign Adversary Contracting Prohibition Act Form

Foreign Adversary Contracting
Prohibition Act Certification FF-S
Form_AVaaSS.pdf

Complete and upload the certification form in the Attachments tab in Ebid.

Warranty

AVaaSS Warranty PBA EVF-
1152S-64.pdf

Upload your warranty statement in the suppliers response attachment section of the bid.

Attestation Form

United States Citizenship
Attestation Form_AVaaSS.pdf

Complete and upload the Attestation Form from the Attachment tab.

Response Attachments

AVaaSS Warranty PBA EVF-1152S-64.pdf

AVaaSS Warranty for Bid 24-228 (New Speakers for Pinnacle Bank Arena Centerhung).

Bid 24-228 New Speakers for PBA Centerhung Proposal.pdf

See attached Bid 24-228 New Speakers for Pinnacle Bank Arena Centerhung Proposal.

Bid Attributes

1 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

☒ Yes

2 Insurance Requirements and Endorsements

Contractor agrees to provide required insurance coverage and comply with each provision listed in the **Insurance Requirements** attached in EBid. Submission of the **Certificate of Insurance** and the applicable **endorsements**. **Bidders are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid closing in order to expedite the contract execution process.**

☒ Yes

3	Specifications I acknowledge reading and understanding the specifications. <input checked="" type="checkbox"/> Yes
4	Contract Contact The Purchasing Department issues Contracts via email to a designated contact person of the awarded Bidder. This designee should be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract to be awarded. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Matthew C. Ihrig <avaasengineering@gmail.com> 402.890.3017</div>
5	Assignment Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the City. <input checked="" type="checkbox"/> Yes
6	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. <input checked="" type="checkbox"/> Yes
7	City = JPA I acknowledge that wherever the City of Lincoln is referenced in this bid, it shall mean the West Haymarket Joint Public Agency (JPA). <input checked="" type="checkbox"/> Yes
8	Standard Specifications for Municipal Construction I acknowledge reading and understanding the current City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans (including General Provisions and Requirements, and Material and Construction Specifications) View at: lincoln.ne.gov Standard Specifications for Municipal Construction <input checked="" type="checkbox"/> Yes
9	Employee Class Act Affidavit I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319. If awarded the contract, I will abide by the law, notarize and attach the Employee Classification Act Affidavit to the contract. <input checked="" type="checkbox"/> Yes
10	Warranty I warrant that all equipment and supplies offered will conform to the design, specifications, samples, or other descriptions contained in this bid, will be free from defects in workmanship and material and to the extent that I know, or have reason to know of the purpose for which the supplies are intended, will be fit and sufficient for such purpose as deemed applicable. The warranty required here under must provide all parts, equipment, transportation, technical assistance, labor and supervision necessary to correct any deficiency resulting from manufacturing defects without charge for a period of one (1) year after the date of final acceptance of all materials, equipment, and services furnished by successful bidder. Thereafter the manufacturer's standard warranty will apply. <input checked="" type="checkbox"/> Yes

1
1**Foreign Adversary Contracting Prohibition Act**

I hereby understand and agree to comply with the requirements of the Foreign Adversary Prohibition Act and have completed and uploaded the certification form in the Response Attachments tab in Ebid.

If a Vendor indicates on such certification form that the company is a scrutinized company, the Vendor must meet the exception requirements under the Act and agrees to provide documentation to verify the exception requirements with the bid response.

Vendor further understands and agrees that any scrutinized company that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and such violation may void the contract.

☒ Foreign Adversary Contracting Prohibition Act

1
2**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 may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

YES

1
3**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 an 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

Bid Lines

1

Furnish and Install New Speakers for the Pinnacle Bank Arena Centerhung

Quantity: 6 UOM: EA Unit Price: \$3,134.50 Total: \$18,807.00

Manufacturer: Electric Voice

Manufacturer #: EVF-1151S/64

Item Notes: No Substitutions

Response Total: \$18,807.00

Bid 24-228 (New Speakers for Pinnacle Bank Arena Centerhung)**Project Scope of Work****Customer, Needs and Objective**

- Pinnacle Bank Arena has expressed the need for (6) ElectroVoice EVF-1152S/64 Loudspeakers with installation at Pinnacle Bank Arena located Lincoln, Nebraska.
- This proposal includes the following existing equipment and AVaaSS provided equipment and services:
 - Existing Center hung cluster amplifiers
 - Existing speaker cabling
 - (6) ElectroVoice EVF-1152S/64 15” 2000W 2-Way Loudspeaker – 60x40
 - Mounting Hardware to attach to 2” rounded pipe.
 - Integration Labor to install (6) ElectroVoice EVF-1152S/64 15” 2000W 2-Way Loudspeaker to Center hung Cluster

Service and Engineering

- The proposed upgrades shall be coordinated with Pinnacle Bank Arena and work during normal business hours (8:00-5:00 PM).
- AVaaSS shall provide (2) hours of end-user training at no additional cost.

Exclusions

- Proposal does not include adjustments to other portions of sound system.
- Amplifiers to power center hung cluster shall be existing and in good working condition.
- Price includes shipping and freight on all equipment.

Bid 24-228 (New Speakers for Pinnacle Bank Arena Centerhung)

AVaaSS Terms and Conditions

Please note, some of the products originally proposed during the bid process, may become discontinued, out of stock or on backorder. AVaaSS will do everything possible to keep you, the customer aware of shortages that may affect your order. AVaaSS cannot be held responsible for supply shortages.

Please remit half down payment to the AVaaSS Business office once invoiced at the beginning of the project and the remaining due upon completion. Please note that installation cannot take place until a down payment is received. AVaaSS reserves the right to offer alternate products or technologies if supply is depleted or short on quantities. We will advise of any cost differences and revise the invoice accordingly. ACH payments include a 1% processing fee. Credit Card payments include a 3.51 % processing fee. All returns are subject to a restocking fee based on manufacturing restrictio

Please remit payments to:

AVaaSS Business Office

Attn: Matt Ihrig

5700 Old Cheney Road, Suite #6

Lincoln, NE 68516

Mobile: 402.890.3017

Office: 531.254.5521

Email: avaasengineering@gmail.com



AVaaSS
Matt Ihrig
5700 Old Cheney Rd, Suite 6
Lincoln, NE 68516-3519

Estimate

Date	Estimate #
12/11/2024	AVQ10276

Name / Address
Pinnacle Bank Arena Ryan Weiss 400 Pinnacle Arena Drive Lincoln , NE 68508

			Project
Description	Qty	Rate	Total
Bid 24-228 (New Speakers for Pinnacle Bank Arena Centerhung)			
ElectroVoice EVF-1152S/64 15" 2000W 2-Way Loudspeaker – 60x40	6	1,801.16667	10,807.00
Mounting Hardware to attach to 2" rounded pipe	1	4,750.00	4,750.00
Integration Labor to install (6) ElectroVoice EVF-1152S/64 15" 2000W 2-Way Loudspeaker to Centerhung Cluster	1	3,250.00	3,250.00
Existing speaker cabling shall be in good condition. Existing Centerhung cluster amplifiers shall be in good working condition with good cabling in place.			
Method of Completion: AVaaSS shall provide and install the equipment listed above within 90 days after receipt of order (ARO). Project shall be completed by August 1, 2025.			
Thank you for your business.		Total	\$18,807.00

Warranty of Good and Services**Bid 24-228 (New Speakers for Pinnacle Bank Arena Centerhung)**

Company: Pinnacle Bank Arena

Project Name: *Bid 24-228 (New Speakers for Pinnacle Bank Arena Centerhung)*

Date of Completion: August 1st, 2025.

- Thank you for considering AVaaSS for your Audiovisual. Your AVaaSS Installation craftsmanship warranty will cover most minor issues for up to 1 year upon completion. After 1 year, the manufacturer warranty of the EVF-1152S remains valid with its' Limited 3-Year Manufacturer Warranty.

New Speakers for Pinnacle Bank Arena Centerhung

1. GENERAL NOTICE

- 1.1 The City of Lincoln, hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s); provide and install new speakers under the new centerhung at Pinnacle Bank Arena requires the following:
 - 1.1.1 Furnish and Install new speakers to new centerhung at Pinnacle Bank Arena.
 - 1.1.2 Provide all necessary equipment and labor to attached speakers
 - 1.1.3 Any and all additional testing is required.
- 1.2 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all the requirements, is the most advantageous to the City, and as the City deems will best serve the interests of the City.
- 1.3 Vendor shall submit bid and all requested supporting documents via the City/County ebid system
 - 1.3.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Division.
 - 1.3.2 To register, go to the City of Lincoln website at www.lincoln.ne.gov
 - Type "bid" into search box
 - CLICK ON **Bids and Contracts**
 - CLICK ON **Supplier Registration**
 - Enter information as required.
 - 1.3.3 All fields marked with the red asterisk must be completed to register successfully.
- 1.4 Any deviation from these specifications or other documents associated with the bid must be documented on company letterhead and submitted prior to bid close.
- 1.5 All inquiries regarding these specifications shall be submitted in writing to Sharon Mulder, Assistant Purchasing Agent via email to (smulder@lincoln.ne.gov)
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addendum.
 - 1.5.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.5.3 Failure to comply with this directive may result in Vendor's bid being rejected.
- 1.6 Work may be performed at the jobsite during operating hours which are from 8am – 5pm, Monday – Friday. Work outside of these days and times shall be subject to approval of the Owner depending on event schedule.
- 1.7 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.8 Payment will be made upon completion of installation and approval by the Owner's Representative.

2. PROJECT SCOPE

Install 6 new speakers to the attached 2" rail around the new centerhung summer of 2025. Bidder is to use existing cable speaker wiring that is on the existing centerhung.

3. EQUIPMENT & INSTALLATION

- 3.1 The bidder's "Lump" sum pricing in Ebid must reflect providing the following base equipment:
 - 3.1.1 Provide (6) New EVF-1151S/64 speakers.
 - 3.1.2 Provide all mounting hardware to attach to 2" rounded pipe rail.
 - 3.1.3 Provide all necessary labor and any additional equipment to connect existing wire.
 - 3.1.4 Provide any testing or calibration if needed.

4. DELIVERY AND INSTALLATION

- 4.1 Pricing shall include F.O.B delivery:
 - Pinnacle Bank Arena
 - 400 Pinnacle Arena Drive
 - Lincoln, NE 68508
- 4.2 Delivery will be to the loading dock.
- 4.3 Delivery shall be between the hours of 8:00 am to 4:30 pm Monday through Friday and must work around the event schedule.
- 4.4 Awarded Vendor must coordinate delivery of equipment with the Owners, providing a twenty-four-hour notice prior to delivery.
- 4.5 Completion of this project shall be done by August 1, 2025.

5. EVALUATION CRITERIA

- 5.1 Evaluation of bids will consist of the following:
 - 5.1.1 Contract will be awarded to the lowest, responsible, responsive vendor whose bid substantially meets all the required specifications, duties, terms, and conditions as defined in this request.
 - 5.1.2 If any repairs are needed, they must be able to happen through a local distributor.
 - 5.1.3 Meet completion date of this project.
- 5.2 Vendor will be given an approved contract after the WHJPA board meeting which will be scheduled in January.

**FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT
CERTIFICATION FORM FOR
TECHNOLOGY RELATED PRODUCT OR SERVICES**

For the purposes of complying with the Foreign Adversary Contracting Prohibition Act (“the Act”), Neb. Rev. Stat. §73-901 to §73-907, I attest and certify as follows:

Name of Company AVaaS

Check all that apply:

- ☒ I am authorized to attest and certify as the owner of the Company, in whole or in part, or as an authorized representative of the Company, to make the certifications required herein.
- ☒ The Company is providing technology related products and/or services to the public entity and is not a scrutinized company as defined in the Act; it is not subcontracting with a scrutinized company under the Act; and the technology related products and/or services provided herein do not originate with a scrutinized company under the Act.
- ☒ The Company is not providing technology related goods or services as defined under the Act.
- ☐ The Company is a scrutinized company and has entered into an Agreement or an Agreement Renewal with the public entity to provide a technology related good manufactured by a scrutinized company that meets the exception for the provision of a technology related good by a scrutinized company.
- ☒ I hereby attest and certify on behalf of the Company that the responses and information provided on this form are true, complete, and accurate. The Company understands that any scrutinized company that violates this Act or that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and that such violation may void the contract.

PRINT NAME: Matthew Charles Ihrig
(First, Middle, Last)

SIGNATURE: Matthew C. Ihrig Digitally signed by Matthew C. Ihrig
Date: 2024.11.04 13:32:06 -06'00'

TITLE: Owner and Engineer

DATE: 11/04/2024

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, I, Matthew Ibrig, 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 section 12 of this Act.
6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City 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.

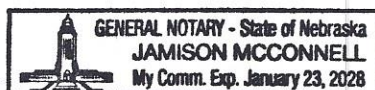
PRINT NAME: Matthew Charles Ibrig
(First, Middle, Last)

SIGNATURE: Matthew Ibrig

TITLE: Owner and Engineer

State of Nebraska)
County of Lancaster) ss.

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 31st day of December, 2024.



[Signature]
Notary Public



CITY OF LINCOLN
EXECUTIVE ORDER

NO. 083319

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employee, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the City of Lincoln Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the City of Lincoln and is a grounds for rescission of the contract by the City.

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

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the City of Lincoln

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

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

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

Dated this 28 day of July, 2010.


Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:


City Attorney

United States Citizenship Attestation Form

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

☒ I am a citizen of the United States.

— OR —

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

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

PRINT NAME

Matthew C. Ihrig

(first, middle, last)

SIGNATURE

Matthew C. Ihrig

DATE

11/04/2024

Insurance Requirements

Submitted on	20 November 2024, 3:22PM
Receipt number	1714
Related form version	18

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

DEFINITIONS: For purposes of these Requirements, the following definitions apply:

- **"Agreement"** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **"City"** shall mean the City of Lincoln, NE.
- **"COI"** shall mean a Certificate of Insurance.
- **"Contractor"** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **"County"** shall mean the County of Lancaster, Nebraska.
- **"Owner(s)"** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **"PBC"** shall mean the Lincoln-Lancaster County Public Building Commission.
- **"Site"** shall mean the location the Work is being completed and/or delivered to.
- **"WHJPA"** shall mean the West Haymarket Joint Public Agency.
- **"Work"** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to the following: WHJPA

PROVISIONS:

- 3. Commercial General Liability
- 4. Automobile Liability
- 5. Workers' Compensation

Contractor shall comply with the following provisions:

1. Insurance; Coverage Information

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Deductibles/Retentions: Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

Self-Insurance: In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of Nebraska Certificate of Self-Insurance for Workers' Compensation.

Owner(s) checked below shall be listed as the Certificate Holder on the COI using the following address: 555 S. 10th St., Lincoln, NE 68508

West Haymarket Joint Public Agency

2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.

3. Commercial General Liability: The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
- C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

4. Automobile Liability: The Contractor shall have, maintain, and provide proof of Automobile Liability insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
- C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

5. Workers' Compensation; Employers' Liability: The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
- B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
- C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.

Subcontractors: The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

Cancellation/Renewal Notice: Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

Owner's Option: Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

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 Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

Minimum Rating - Insurer: 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-" VIII, unless Owner has expressly approves in writing.

Reservation of Rights: The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

Sovereign Immunity: Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

No Waiver by Owner: Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

Claims-made Tail Coverage: Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

E-mail Address (Internal use only)

rweiss@pinnaclebankarena.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2024

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 Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com																					
INSURED AVaaSE 5227 S 53RD ST LINCOLN, NE 68516	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hiscox Insurance Company Inc	10200	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

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			P100.248.486.4	05/05/2024	05/05/2025	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

City of Lincoln/Lancaster County/Lincoln-Lancaster County Public Building Commission are included as additional insureds. This Hiscox General Liability Policy is endorsed with Waiver of Subrogation endorsement E5402 in favor of the Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

West Haymarket Joint Public Agency (PBA) City of Lincoln 555 S 10th St 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2024

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.

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PRODUCER Progressive Insurance PO Box 94739, Cleveland, OH 44101	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Progressive Northern Insurance Company	38628
INSURED Matthew Ihrig DBA: AVaaSE 5227 S 53rd St Lincoln, NE 68516	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 757349684331580406D122024T180258

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	964158931	12/12/2024	12/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	Y	Y	964158931	12/12/2024	12/12/2025	\$

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

CERTIFICATE HOLDER

CANCELLATION

West Haymarket Joint Public Agency
(PBA) City Of Lincoln
555 S 10th St
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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/24/2024

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PRODUCER		CONTACT NAME:	
NONE		PHONE (A/C, No, Ext):	
P O BOX 5600		FAX (A/C, No):	
HARTFORD		E-MAIL ADDRESS:	
22LMJ		CT 061025600	
INSURED		INSURER(S) AFFORDING COVERAGE	
IHRIG, MATTHEW C. DBA		INSURER A: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
AVAASS		INSURER B:	
5700 OLD CHENEY ROAD		INSURER C:	
SUITE 6		INSURER D:	
LINCOLN NE 68516		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL \$
	AGGREGATE <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per person) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						BODILY INJURY (Per accident) \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			(6JUB-0W28606-3-24)	12-01-24	12-01-25	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N <input checked="" type="checkbox"/>	N/A	N				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							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)

CITY OF LINCOLN/LANCASTER COUNTY/LINCOLN-LANCASTER COUNTY PUBLIC BUILDIN
G COMMIS

CERTIFICATE HOLDER

CANCELLATION

WEST HAYMARKET JOINT PUBLIC
AGENCY (PBA)
CITY OF LINCOLN
555 S. 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SCHEDULE

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 your acts or omissions or the acts or omissions of those acting on your behalf:

- CG 20 26 07 04



Hiscox Insurance Company Inc.

Policy Number: P100.248.486.4
Named Insured: AVaaSE
Endorsement Number: 18
Endorsement Effective: 05/05/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MODIFIED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

You may waive your rights against another party so long as you do so in writing prior to: (i) an offense arising out of your business that caused a "personal and advertising injury"; or (ii) an "occurrence" that caused "bodily injury" or "property damage".

Policy number: 964158931

Underwritten by:

Progressive Northern Insurance Co. ☐

Insured:

Matthew Ihrig DBA: AVaaSE

December 20, 2024

Policy Period: 12/12/2024 - 12/12/2025

Mailing Address

Progressive Northern Insurance Co. ☐

PO Box 94739

Cleveland, OH 44101

Additional insured endorsement

1-800-444-4487

For customer service, 24 hours a day,
7 days a week

Name of Person or Organization

West Haymarket Joint Public Agency(PBA)

City Of Lincoln

555 S 10th St

Lincoln, NE 68508

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

Bodily Injury

each **person/**

each **accident**

Property Damage

each **accident**

Combined Liability

\$1,000,000 each **accident**

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 964158931

Issued to (Name of Insured): Matthew Ihrig DBA: AVaaSE

Effective date of endorsement: 12/20/2024

Policy expiration date: 12/12/2025

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Progressive Insurance		NAMED INSURED Matthew Ihrig DBA: AVaaSE 5227 S 53rd St Lincoln, NE 68516
POLICY NUMBER 964158931		
CARRIER Progressive Northern Insurance Company	NAIC CODE 38628	EFFECTIVE DATE: 12/12/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured Motorist Bodily Injury	\$25,000/\$50,000
Underinsured Motorist Bodily Injury	\$25,000/\$50,000

Description of Location/Vehicles/Special Items

Scheduled autos only	
2018 FORD TRANSIT 1FMZK1ZM0JKA01955	
Comprehensive	\$2,500 Ded
Collision	\$2,500 Ded

Liability coverage may not apply to all scheduled vehicles.

Additional Information

Certificate holder is listed as an Additional Insured and Waiver of Subrogation Holder.

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH
44101-8971



Policy number: 964158931

Underwritten by: Progressive Northern Insurance Company

Insured:

Matthew Ihrig

Policy Period: Dec 12, 2024 - Dec 12, 2025

Matthew Ihrig
DBA Name: AVaaSE
5227 S 53rd St
Lincoln, NE 68516

Mailing Address

Progressive Northern Insurance Co

PO BOX 94739
CLEVELAND, OH 44101-8971
1-800-444-4487
For customer service, 24 hours a day,
7 days week

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial Auto Policy
Motor Truck Cargo Legal Liability Coverage Endorsement
Commercial General Liability Coverage Endorsement

We agree to waive any and all subrogation claims against the person or organization designated below.

Name of Person or Organization:

West Haymarket Joint Public Agen(PBA)
City Of Lincoln
555 S 10th St
Lincoln, NE 68508

This endorsement applies to Policy Number: 964158931

Issued to: Matthew Ihrig, Sarah A Ihrig DBA Name: A

Endorsement Effective: December 20, 2024

Expiration: December 12, 2025

All other terms, limits and provisions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2024

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 an endorsement(s).

PRODUCER NONE P O BOX 5600 HARTFORD, CT 061025600	CONTACT NAME: PHONE (A/C. No. Ext.): FAX (A/C. No. Ext.): E-MAIL ADDRESS:														
INSURED IHRIG, MATTHEW C. DBA AVAASS 5700 OLD CHENEY ROAD SUITE 6 LINCOLN, NE 68516	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA</td><td></td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	Y/N	N/A	UB-0W28606-3-24	12/01/2024	12/01/2025	X PER STATUTE	OTH -ER
							E.L. EACH ACCIDENT	\$100000
							E.L. DISEASE- EA EMPLOYEE	\$100000
							E.L. DISEASE - POLICY LIMIT	\$500000
								\$
								\$
								\$

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

CERTIFICATE HOLDER

CANCELLATION

WEST HAYMARKET JOINT PUBLIC AGENCY (PBA) CITY OF LINCOLN
555 S. 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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**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) - 01**

POLICY NUMBER: (6JUB-0W28606-3-24)

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:

WEST HAYMARKET JOINT PUBLIC AGENCY

INSTRUCTIONS TO BIDDERS

"Owner(s)" shall mean any, all, or a combination of the City of Lincoln, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency.

1. **BIDDING PROCEDURE**

- 1.1. Bidders shall use the electronic bid system for submitting solicitation responses and must complete all required fields.
- 1.2. **EBID/IONWAVE REGISTRATION**
Bidders must be registered on the Owner's Ebid site to submit a response to any solicitation.
 - 1.2.1 To register in Ebid, click on this link: <https://col.ionwave.net/Login.aspx>
 - 1.2.2. Click on "Supplier Registration" in blue box and follow the instructions to complete the registration.
- 1.3. Solicitation responses will not be accepted after the closing time and date.
- 1.4. Bidders should include any deviations of the solicitation documents and the proposed replacement language on company letterhead and attach in the Response Attachment tab in Ebid. Failure to include deviations with the solicitation response will indicate the Bidder agrees to all terms and conditions outlined in the solicitation documents with no exceptions. The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner. Deviations that are not acceptable to the Owner and not negotiable, may result in the Bidder being deemed as "non-responsive" and rejection of the response.
- 1.5. Bidders shall not attempt to influence or discuss this solicitation with any Owner employee, elected official, agent, or evaluator other than the Purchasing Staff through the award process.
 - 1.5.1 Failure to follow this requirement may result in immediate disqualification of your response.
 - 1.5.2 From the date the solicitation is issued until the award notification is issued, communication is limited to the Purchasing staff. After the award notification is issued, the Bidder may communicate with individuals of the Owner responsible for negotiating the contract.
- 1.6. The Owner reserves the right to reject a response, withdraw an award notification, or terminate a contract if it is determined there has been a violation of these purchasing procedures.
- 1.7. If bidding on a construction contract, the Owner's most current Standard Specifications for Municipal Construction shall apply, found at: <https://www.lincoln.ne.gov/Owner/Departments/LTU/Transportation/Standards/Standard-Specs>.

2. **CLARIFICATION OF BIDDING DOCUMENTS**

- 2.1 Bidders shall promptly notify Purchasing staff of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents.
- 2.2 Questions regarding the meaning, interpretation or clarification of any solicitation provision should be submitted through Ebid under the Questions tab. The Owner is not obligated to respond to questions that are received after the Question Cutoff date and time in Ebid.
- 2.3 Changes made to the bidding documents may be issued electronically via addendum in Ebid. Addendums are issued by Purchasing prior to the closing date for solicitations which modify or interpret the bidding document by addition, deletion, clarification, or correction.
- 2.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owner; and Bidders shall not rely upon such interpretations or changes.

3. **INDEPENDENT PRICE DETERMINATION**

- 3.1 By electronically signing and submitting a response, the Bidder agrees the submitted pricing has 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 submitted in the response have not been knowingly disclosed by the Bidder prior to the solicitation 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 response for the purpose of restricting competition.

4. **BRAND NAMES/ALTERNATES**

- 4.1 If alternates are allowed, it is the Bidder's responsibility to identify any alternate items and prove to the satisfaction of the Owner that said item is equal to, or better than, the product specified.
 - 4.1.1 Alternate items shall be stated in the appropriate space in Ebid Line Item, or if the Ebid Line Item does not contain blanks for alternates, Bidder should attach a statement in Ebid on Company letterhead 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.
 - 4.1.2 Bidders must indicate any variances by item number from the bidding document no matter how slight.
- 4.2 If alternates are not stated in the response, it will be assumed that the item being provided fully complies with the Owner's solicitation documents.

5. DEMONSTRATIONS/SAMPLES

- 5.1. If requested by the Owner, Bidders shall provide and/or demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request.
- 5.2. Such demonstration(s) can be at the Owner delivery location or a surrounding community.
- 5.3. 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 Owner of acceptable goods. The Bidder should indicate how samples are to be returned.
- 5.4. When requested, samples will be furnished at the Bidder's expense prior to the closing of the solicitation, unless another time is specified. Each sample should be labeled clearly, and identify the Bidder's name, the solicitation number and title, item number, and the brand and model number, if applicable. Samples submitted must be the commodities or equipment which would be delivered if awarded the solicitation.
- 5.5. The Owner reserves the right to request samples even though this may not have been set forth in the solicitation.
- 5.6. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Bidder wishes to have the sample returned, it will be returned at the Bidder's expense upon request.
- 5.7. The sample will not be returned until thirty (30) calendar days after any protest or the execution of a contract. The Bidder shall have ten (10) calendar days to arrange for the return of the sample following any of the above dates. If no request from the Bidder is received within the above dates, the Owner reserves the right to use, donate, or surplus the samples in accordance with the Owner's policies.

6. DELIVERY (Non-Construction)

- 6.1. The Owner reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the specified time(s).
- 6.2. All prices shall be based upon inside delivery of the equipment/merchandise F.O.B. Destination to the Owner at the location specified by the Owner, with all transportation charges paid.
- 6.3. 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 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.

7. WARRANTIES AND GUARANTEES

- 7.1. Warranties, guarantees, and maintenance policies should be uploaded in Ebid in the Response Attachments tab.
- 7.2. Bid specifications shall set forth warranties and guarantees. If not described therein, then as a minimum requirement of the Owner, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance of products shall be replaced at no expense to the Owner. Replacement parts of defective components shall be shipped at no cost to the Owner. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder. Work performed for services shall include a one (1) year warranty beginning upon completion of services. There shall be an additional one (1) year warranty for defects in services rendered beginning on the date that the defects are corrected.

8. BID SECURITY, (if required)

- 8.1. Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with the solicitation, as indicated on the solicitation.
 - 8.1.1. Bid security, if required, shall be in the amount specified in the solicitation. The bid security may be scanned and attached to the Response Attachments section of your response in Ebid. 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 closing.
 - 8.1.2. If the bid security is not received in the office of the Purchasing Division as stated above, the Bidder may be determined to be non-responsive.
- 8.2. 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.
- 8.3. Such bid security may be returned to the unsuccessful Bidders when the award of the solicitation is made.
 - 8.3.1. Bid security may be returned to the successful Bidder(s) as follows:
 - 8.3.2. For purchase orders, upon the delivery of all equipment or merchandise, and upon final acceptance by the Owner.
 - 8.3.3. For all other contracts, upon approval by the Owner of the executed contract and bonds.
- 8.4. Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 8.4.1. A contract has been executed and bonds have been furnished.
 - 8.4.2. The specified time has elapsed so the solicitations may be withdrawn.
 - 8.4.3. All responses have been rejected.
 - 8.4.4. Bid security will be forfeited to the Owner as full liquidated damages, but not as a penalty, if the Bidder fails or refuses to enter a contract on forms provided by the Owner, and/or if the Bidder fails to provide sufficient bonds or insurance within the period as established in this bidding document.

9. REFERENCE CHECKS

- 9.1. The Owner reserves the right to conduct and consider reference checks. By submitting a response to this solicitation, the Bidder grants the Owner the right to contact or arrange a visit in person with any or all the Bidder's clients. Reference checks may be grounds to deem Bidder not responsible, not award, withdraw an award notification, or rescind the award of a contract.

10. SOLICITATION EVALUATION AND AWARD

- 10.1. The electronic signature shall be considered an offer on the part of the Bidder. The offer shall be deemed accepted upon issuance by the Owner of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2. No response shall be modified or withdrawn for a period of ninety (90) calendar days after closing date and time.
- 10.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4. The solicitation will be awarded to the lowest responsive, responsible Bidder whose offer will be most advantageous to the Owner, and as the Owner deems will best serve the requirements and interests of the Owner.
- 10.5. The Owner reserves the right to accept or reject any or all responses; to request rebids; to award item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities; request a best and final offer (BAFO); such as shall best serve the requirements and interests of the Owner.
- 10.6. 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 Owner. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 10.7. The Owner reserves the right to reject irregular responses that contain unauthorized additions, conditions, alternate responses, or irregularities that make the solicitation incomplete, indefinite or ambiguous.
- 10.8. If allowed, any governmental agency may piggyback on any purchase order or contract established from this solicitation.

11. EXECUTION OF AGREEMENT

- 11.1. Depending on the type of service or commodity provided, one of the following methods will be employed.
 - 11.1.1. **PURCHASE ORDER**

A copy of the Bidder's response (or referenced solicitation 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 solicitation documents.
 - 11.1.2. **CONTRACT**
 - 11.1.2.1 Owner will prepare and furnish a Contract to the successful Bidder.
 - 11.1.2.2 The successful Bidder shall provide proof of insurance as evidenced by a Certificate of Insurance, along with endorsements and waivers (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - 11.1.2.3 The prepared documents should be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 11.1.2.4 The Owner will sign and date the Contract when (a), (b), and (c) are completed.
 - 11.1.2.5 Upon approval and signature, the Owner will return one electronic copy to the successful Bidder.

12. LAWS

- 12.1. The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this solicitation and any contract reached as a result of this process.
- 12.2. Bidder agrees to abide by all applicable local, state, and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents, and patent rights.
- 12.3. If there are any conflicts or inconsistencies between the Bidder's documents and the Owner's documents, the Owner's documents shall control.

13. TAX ASSESSMENT

- 13.1. Any solicitation for public improvement shall comply with Nebraska Revised Statutes Sections 77-1323 and 77-1324. In that regard, 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.

14. EQUAL OPPORTUNITY

- 14.1. The Owner requires compliance with all federal, state, and local laws, rules, and regulations regarding equal opportunity for all Bidders and encourages minority businesses, women's businesses, and locally owned business enterprises to participate in our bidding process.

15. LIVING WAGE, (if applicable)

- 15.1. The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 15.2. If the contract is subject to the Owner's Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the Owner's Living Wage. This wage is subject to change every July.

16. INSURANCE

- 16.1. Bidders shall take special notice of the insurance provisions required for Owner contracts (if applicable, see *Insurance Requirements in the Attachments tab in Ebid*).

17. TAXES AND TAX EXEMPTION CERTIFICATE

- 17.1. The Owner is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 17.2. The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. AUDIT

- 18.1. All parties of any Owner agreement shall be subject to audit 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.

19. E-VERIFY

- 19.1. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the awarded Bidder 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 winning Bidder 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 winning Bidder 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.

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the Chairperson and/or Purchasing Agent of the West Haymarket Joint Public Agency
4 is hereby authorized to issue a Purchase Order, to the lowest, responsive, responsible bidder,
5 Aviate Enterprises, Inc., for an amount not to exceed \$89,123.25, for the purchase of a new
6 cleaning auto scrubber for the Pinnacle Bank Arena, pursuant to Bid No. 24-229, and the
7 Chairperson is authorized to approve and execute minor amendments and change orders thereto.

Adopted this _____ day of January, 2025.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius



24-229 Addendum 1

AVIATE ENTERPRISES, INC.

Supplier Response

Event Information

Number: 24-229 Addendum 1
Title: New Cleaning Auto Scrubber for Pinnacle Bank Arena
Type: Notice to Bidders
Issue Date: 11/22/2024
Deadline: 12/11/2024 02:00 PM (CT)

Contact Information

Contact: Sharon Mulder, Asst. Purchasing Agent
Address: 440 South 8th Street
Suite 200
Lincoln, NE 68508
Phone: (402) 441-7428
Email: smulder@lincoln.ne.gov

AVIATE ENTERPRISES, INC. Information

Contact: Timothy Devine
Address: 5844 Price Ave.
McClellan, CA 95652
Phone: (916) 993-4000
Fax: (916) 993-4010
Email: sales@aviateinc.com
Web Address: WWW.AVIATEINC.COM

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

TIFFANY PARSLEY

Signature

Submitted at 12/4/2024 12:42:17 PM (CT)

SALES@AVIATEINC.COM

Email

Requested Attachments

Foreign Adversary Contracting Prohibition Act Form

Complete and upload the certification form in the Attachments tab in Ebid.

FOREIGN ADVERSARY.pdf

Attestation Form

Complete and upload the Attestation Form from the Attachment tab.

United States Citizenship
Attestation Form.pdf

Warranty

Upload your warranty statement in the suppliers response attachment section of the bid.

Tenant Industrial Warranty.pdf

Response Attachments

M20-Brochure.pdf

30 COLOR BROCHURE

Tenant Industrial Warranty.pdf

TENNANT DISTRIBUTION AUHORIZATION

Bid Attributes

1 Agreement to Addendum No. 1

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.

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

1. Added additional line items for extra parts requested and warranty.

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

☒ Yes

2 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

☒ Yes

3 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes

4 Insurance Requirements and Endorsements

Contractor agrees to provide required insurance coverage and comply with each provision listed in the **Insurance Requirements** attached in EBid. Submission of the **Certificate of Insurance** and the applicable **endorsements**. **Bidders are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid closing in order to expedite the contract execution process.**

☒ Yes

5 Purchase Order Contact

The Purchasing Department issues Purchase Orders via email to a designated contact person of the awarded Bidder. This designee should 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 purchase order to be awarded.

TIFFANY PARSLEY

6 Delivery

State number of delivery days after receipt of order (ARO). F.O.B. Destination (Freight paid by Vendor) to the City/County at the location.

14-15 WEEKS ARO

7 City = JPA

I acknowledge that wherever the City of Lincoln is referenced in this bid, it shall mean the West Haymarket Joint Public Agency (JPA).

☒ Yes

8 Assignment

Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the City.

☒ Yes

9 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

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

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 an 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

Bid Lines**1 Auto Floor Scrubber**

Quantity: 1 UOM: EA Unit Price: \$80,836.97 Total: \$80,836.97

Manufacturer: Tennant

Manufacturer #: M20

Item Attributes**1. Manufacturer and Model Number**

What manufacturer and model number are you bidding?

TENNANT M20 SCRUBBER/SWEEPER - MEETS ALL REQUESTED SPECIFICATIONS

2 Additional Parts: Brushes - Cylindrical, Heavy-Duty Polypropylene BrushQuantity: 4 UOM: EA Unit Price: \$556.69 Total: \$2,226.76Manufacturer: TennantManufacturer #: 1030969**Item Attributes****1. Manufacturer and Model Number**

What manufacturer and model number are you bidding?

M20-LP**3 Additional Parts: Disk - Heavy-Duty Polypropylene Brush**Quantity: 4 UOM: EA Unit Price: \$209.77 Total: \$839.08Manufacturer: TennantManufacturer #: 1220236**Item Attributes****1. Manufacturer and Model Number**

What manufacturer and model number are you bidding?

TENNANT - Machine Warranty: Parts 36 m/ Labor 24m / Trip 6m/ 2000 hr Reference Number: M20-LP Machine as equipped Source Plant 3200 Plant Trim Level ProPanel Cleaning Technology ES Squeegee Material Linatex Power Source LPG LPG Tank Full UL/ETL Rating UL Type LP Productivity Package Yes Side Brush Type Scrubbing Power Wand/Vacuum Wand Vacuum Wand Spray Nozzle with Hose Yes Dust Control System Dry Heavy Duty Squeegee Protection Yes Front Tire(s) High Traction Rear Tire(s) Solid Rubber Warning Lights and Alarms AV BU Alarm-Flash on Tank Fire Extinguisher Yes Cleaning Tool Polypropylene Brush Side Cleaning Tool Polypropylene Brush Warranty Standard Warranty Operator Manual English Parts Manual Yes Packaging Pad Wrap ** TRAINING AND SET-UP INCLUDED **

4 Additional Parts: Side Brush - Linatex Side Brush SqueegeeQuantity: 2 UOM: EA Unit Price: \$50.63 Total: \$101.26Manufacturer: TennantManufacturer #: 1046980**Item Attributes****1. Manufacturer and Model Number**

What manufacturer and model number are you bidding?

Brushes – Cylindrical – Heavy Duty Polypropylene Brush**5 Additional Parts: Side Brush - Linatex Side Brush Squeegee**Quantity: 2 UOM: EA Unit Price: \$26.55 Total: \$53.10Manufacturer: TennantManufacturer #: 1047238**Item Attributes****1. Manufacturer and Model Number**

What manufacturer and model number are you bidding?

Disk – Heavy Duty Polypropylene Brush

6 Additional Parts: Side - Linatex Right and Left Brush SqueegeeQuantity: 4 UOM: EA Unit Price: \$78.52 Total: \$314.08 Manufacturer: TennantManufacturer #: 1031011**Item Attributes****1. Manufacturer and Model Number**

What manufacturer and model number are you bidding?

Side Brush – Linatex Side Brush Squeegee**7** Additional Parts: Front - Linard Front SqueegeeQuantity: 4 UOM: EA Unit Price: \$76.24 Total: \$304.96 Manufacturer: TennantManufacturer #: 1017868**Item Attributes****1. Manufacturer and Model Number**

What manufacturer and model number are you bidding?

Front – Linard Front Squeegee**8** Additional Parts: Rear - Linatex Rear SqueegeeQuantity: 4 UOM: EA Unit Price: \$102.70 Total: \$410.80 Manufacturer: TennantManufacturer #: 1031331**Item Attributes****1. Manufacturer and Model Number**

What manufacturer and model number are you bidding?

Rear – Linatex Rear Squeegee**9** Additional Parts: Rear - Linatex Rear Squeegee End GasketQuantity: 4 UOM: EA Unit Price: \$9.61 Total: \$38.44 Manufacturer: TennantManufacturer #: 83874**Item Attributes****1. Manufacturer and Model Number**

What manufacturer and model number are you bidding?

Rear – Linatex Rear Squeegee End Gasket**10** Additional Parts: Ignition Key (Set of 2)Quantity: 4 UOM: EA Unit Price: \$22.75 Total: \$91.00 Manufacturer: TennantManufacturer #: 87866

Item Attributes**1. Manufacturer and Model Number**

What manufacturer and model number are you bidding?

Ignition Key (set of 2)

**1
1****Additional Parts: Synthetic Fiber Panel Filter (One)**Quantity: 1 UOM: EA Unit Price: \$216.43 Total: \$216.43 Manufacturer: Tennant Manufacturer #: 1048295AM **Item Attributes****1. Manufacturer and Model Number**

What manufacturer and model number are you bidding?

Synthetic Fiber Panel Filter

**1
2****Cost for Additional 3-Year Extended Warranty**Quantity: 1 UOM: EA Unit Price: \$3,690.37 Total: \$3,690.37 Supplier Notes: Warranty to 36M parts, 36M labor and travel (2000hr) Additional warranty extension options are available, based on needed coverage and expected usage **Item Attributes****1. Attribute deleted as part of an Addendum****Response Total: \$89,123.25**



CREATING A CLEANER, SAFER, HEALTHIER WORLD.

EQUIPMENT



M20

INTEGRATED SWEEPER-SCRUBBER

- Effectively clean in just one pass – wet or dry – with FloorSmart® integrated cleaning system technology
- Achieve excellent cleaning results with ec-H2O™ technology and MaxPro²™ hydraulic technology
- Increase visibility with cab-forward design, open sightlines, and steering-wheel-mounted controls
- Improve the operator and supervisor experience with available Pro-Panel™ technology

AN INNOVATIVE, HIGH-PERFORMANCE, INTEGRATED SWEEPER-SCRUBBER FOCUSED ON DELIVERING CUSTOMIZED SOLUTIONS TO MEET CUSTOMER NEEDS



THE M20 ADDRESSES YOUR KEY BUSINESS CHALLENGES



REDUCE COST TO CLEAN

- Improve productivity by cleaning in a single pass with FloorSmart® integrated cleaning system technology that combines sweeping and scrubbing functions.



MAINTAIN HEALTH & SAFETY

- Ensure employee safety with a high-capacity, multi-level hydraulic rear hopper that eliminates the need to manually handle debris.



ENHANCE FACILITY IMAGE

- Deliver excellent cleaning results with MaxPro²™ hydraulic technology that provides consistent power to the brush drive motors regardless of floor surface changes.



EASY OPERATION & MAINTENANCE

- Reduce training and simplify operation with the Touch-n-Go™ control module featuring 1-Step™ start button.

INNOVATIVE TECHNOLOGIES



AVAILABLE PRO-PANEL™ TECHNOLOGY REDEFINES THE USER EXPERIENCE

Transform your cleaning operation with Pro-Panel™ technology – a revolutionary breakthrough in user experience. Pro-Panel™ technology integrates multiple controls into an intuitive, high-visibility touch screen interface.



- Effectively manage your asset and operators with **supervisor controls** that allow the machine function to be matched to the operator skill level and prevent unauthorized use.
- Ensure successful starts with **Pro-ID™** operator login that automatically activates the specific operator's personalized cleaning settings and downloadable **Pro-Check™** pre-operation checklists.
- Increase cleaning efficiency with programmable **Zone Settings™** that allow you to establish preferred cleaning settings by area of facility.
- Provide operators a view of their cleaning path without having to take their eyes off the direction of travel with **PerformanceView™**.
- Increase visibility with **backup camera** featuring colored guidelines that help drivers safely dump debris and avoid objects when in reverse.
- Reduce the need for extensive operator training with **on-board, on-demand videos**.
- Increase machine ease of use with **28 different language** options.

ADDITIONAL EXCLUSIVE TECHNOLOGIES

All technologies increase scrub time up to three times using a single tank of water.



ec-H2O™ technology electrically converts water into an innovative cleaning solution that cleans effectively, saves money, improves safety, and reduces environmental impact* compared to daily cleaning floor chemicals and methods.

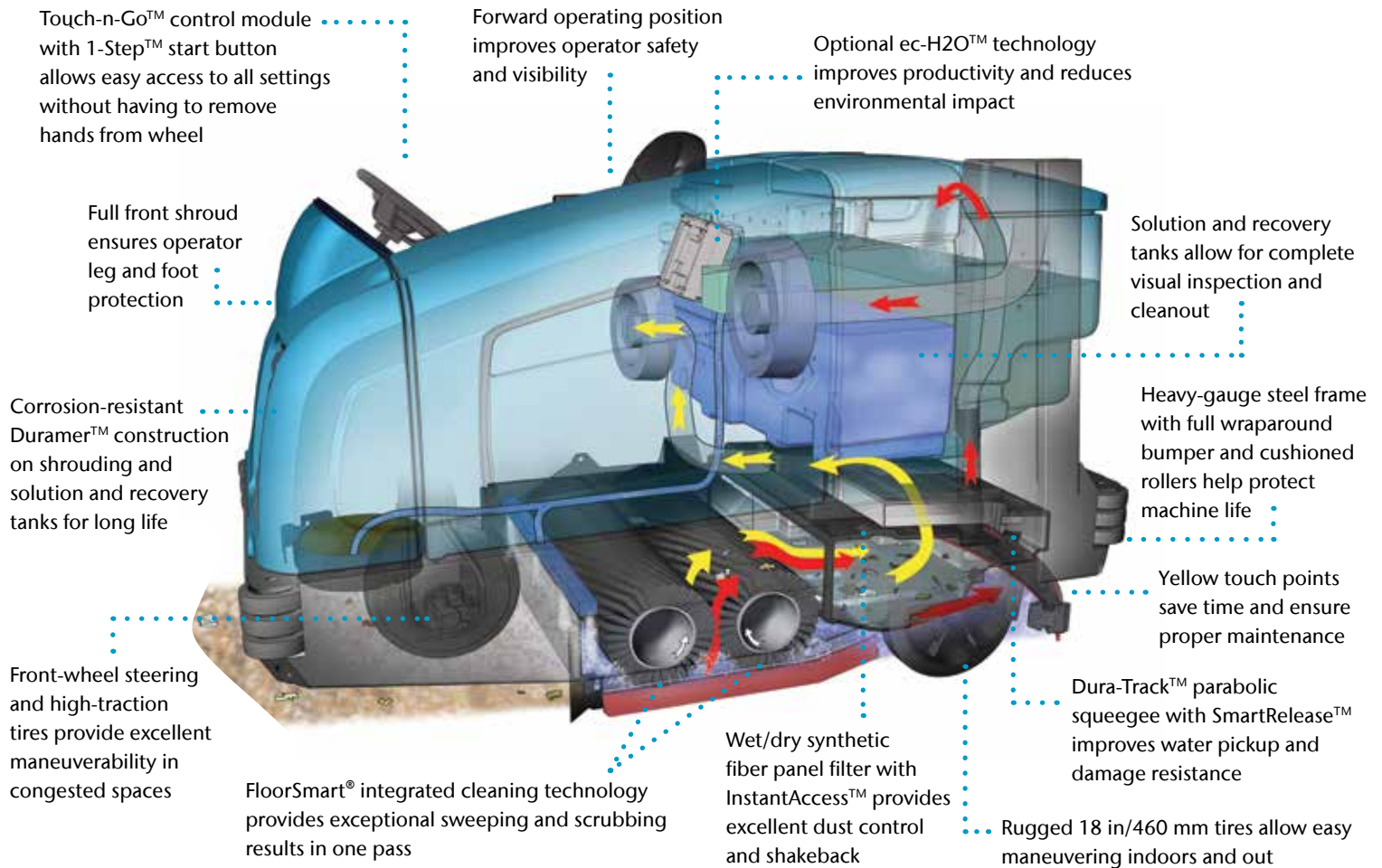


ES® Extended Scrubbing productivity enhancement system recycles cleaning chemicals to increase uptime and improve productivity by scrubbing floors using 66% less chemicals than traditional cleaning methods.



* Based on a study by EcoForm™. Visit www.tennantco.com for more information.

INSIDE THE M20



Scrubbing side brush widens cleaning path up to 54 in/1,370 mm.

Spray hose makes machine spray-down and cleanup quick and easy.

Rear and side steel guards protect squeegee upon impact and prevent it from hooking on to obstacles.

KEY OPTIONS



ENGINEERED FOR PRODUCTIVITY



Touch-n-Go™ Control Module



Hydraulic Rear Hopper



Dura-Track™ Parabolic Squeegee

- ▶ **Touch-n-Go™ control module with 1-Step™ start button** allows operators quick access to all settings without removing hands from the steering wheel.
- ▶ **High-capacity, multi-level hydraulic rear hopper** (3.9 ft³/110L | 390 lbs/177 kg) increases cleaning productivity by eliminating the need to manually handle debris.
- ▶ **Dura-Track™ parabolic squeegee with SmartRelease™** delivers exceptional water pickup and reduces maintenance and replacement parts due to squeegee damage.
- ▶ **Easy-access design** offers quick service access and visibility to on-board diagnostics, helping minimize downtime and reduce maintenance costs.
- ▶ **Cab-forward position and spacious operator compartment** provide outstanding visibility, safety and ergonomics to protect operators, the machine and your facility.
- ▶ **Easy-to-identify yellow maintenance touch points** help save time and money in routine maintenance activity.



Easy-Access Design



Operator Compartment



Yellow Maintenance Touch Points

Overhead guard protects operators from falling objects.

High-powered pressure washer allows for easy blast-cleaning of hard-to-reach areas.

Safety warning light ensures awareness of machine during operation.

KEY OPTIONS



- Reduce rework, labor and safety costs by using only TennantTrue parts and service.
- Ensure optimal cleaning performance by selecting a TennantTrue Service program provided by a network of over 400 factory-trained Tennant service representatives.
- Improve uptime by leveraging TennantTrue parts and service.
- Simplify budgeting by bundling TennantTrue service plans, including parts, into the purchase or financing of your machine.



Manage your cleaning program with key performance metrics based on machine data.

Lease. Pre-Owned. Rent. Tennant has flexible options that get you the machines you need, however you need them.

M20 INTEGRATED SWEEPER-SCRUBBER

INTEGRATED CLEANING SYSTEM

Cleaning path	40 in / 1,020 mm
With scrubbing side brush	54 in / 1,370 mm
With sweeping side brush	56 in / 1,420 mm
Cylindrical main brushes	
Brush speed	480 rpm
Brush down pressure (up to)	425 lb / 193 kg
Brush diameter (2)	12 in / 300 mm
Side brush	
Brush speed	150 rpm
Scrubbing brush diameter	16 in / 410 mm
Sweeping brush diameter	21 in / 533 mm
Tanks	
Solution tank	56 gal / 212 L
Solution capacity with ES*	74 gal / 280 L
Recovery tank	73 gal / 276 L
Demisting chamber	16 gal / 61 L
Debris hopper	
Volume capacity	3.9 ft³ / 110 L
Weight capacity	390 lb / 177 kg
Dump height (variable to)	60 in / 1,520 mm
Vacuum fans	
Scrubbing fan speed	11,000 rpm
Scrubbing fan water lift	35 in / 890 mm
Sweeping fan speed	6,500 rpm
Sweeping fan airflow	290 cfm / 8.2 m³/min

PROPELLING SYSTEM

Propel speed forward (variable to)	8.0 mph / 12.9 km/h
Propel speed reverse (variable to)	3.0 mph / 4.8 km/h
Engine-gasoline (2.0 L)	
Gross Intermittent Power*	50.7 hp / 37.8 kW @ 2800 rpm
Tennant Governed Power	40.6 hp / 30.3 kW @ 2300 rpm
Engine-LPG (2.0 L)	
Gross Intermittent Power*	51.6 hp / 38.5 kW @ 2800 rpm
Tennant Governed Power	42.4 hp / 31.6 kW @ 2300 rpm
Engine-diesel (1.5 L)	
Gross Intermittent Power*	24.8 hp / 18.5 kW @ 2300 rpm
Tennant Governed Power	24.8 hp / 18.5 kW @ 2300 rpm
Gradeability	
Transport at gross weight	10.0° / 18%
Working (cleaning)	8.0° / 14%
Ground clearance (transport)	3 in / 80 mm

DUST CONTROL SYSTEM

Filter system	Synthetic fiber panel
Filter area	78 ft² / 7.3 m²
Dust filtration (to)	3 microns @ 99% efficiency
Shaker mechanism (automatic)	Timed, beater bar

MACHINE SPECIFICATIONS

Length	95 in / 2,410 mm
Width	
Frame	50 in / 1,270 mm
Rear squeegee	51 in / 1,300 mm
With side brush	58 in / 1,473 mm
Height	58 in / 1,473 mm
With overhead guard	83.5 in / 2,120 mm
Weight (empty)	3,300 lb / 1,497 kg
Minimum aisle turn	110 in / 2,790 mm

WARRANTY

See your local representative for warranty information.

*Per SAE J1995
Specifications subject to change without notice.

SEEING IS BELIEVING

For a demonstration or additional information,
call +1.800.553.8033 or email info@tennantco.com

Tennant
701 North Lilac Drive
Minneapolis, MN 55422 USA

USA/Canada: +1.800.553.8033
Quebec: +1.800.361.9050
Overseas: +1.763.540.1315

www.tennantco.com
info@tennantco.com

United States and Canada Industrial Limited Warranty



Machine Type	Model	Parts	Labor	Travel	Hour Meter
Scrubbers	T12 ⁵ , T16 ⁵ , T17, T20 ² , T981	36 Months	24 Months	6 Months	2000
	T16 AMR ^{1,5}	36 Months ¹	24 Months ¹	6 Months ¹	2000
Sweepers	S20 ³ , 6200	24 Months	6 Months	6 Months	2000
	S30 ² , 800 ²	48 Months	6 Months	6 Months	2800
	Sentinel ⁴	24 Months	6 Months	6 Months	2400
	S10, S16	36 Months	6 Months	6 Months	2000
Scrubber/ Sweeper	M17, M20 ² , M30 ²	36 Months	24 Months	6 Months	2000
Litter Vac	ATLV4300	24 Months	6 Months	6 Months	2000

¹ T16 AMR Sold date before Feb. 9, 2022: AMR related autonomy kit, electronics, & sensors: 1yr parts or 2000 hrs, no labor, & no travel coverage.

¹ T16 AMR Sold date on/post Feb. 9, 2022: AMR related autonomy kit, electronics, and sensors: covered for same terms as machine.

² See EPA Emission Control Warranty Statement for details on the PSI Gasoline or LPG engine emission control system coverage

³ See Evaporative Emission Control Warranty Statement for details on the evaporative emission control system coverage for machines equipped with the Kubota gasoline engine.

⁴ Hopper and water tank carry a 5-year or 5,000 hour (whichever occurs first) parts warranty.

⁵ TPPL batteries are non-pro-rated for eighteen (18) months.

NEW MACHINE WARRANTY

Tennant Company warrants to the original purchaser, for the above-stated periods (whichever occurs first), that machines will be free from defects in workmanship and material, provided that machines are installed, operated, and maintained in accordance with Tennant written manuals or other instructions.

The warranty period begins on the installation date at the end-user site. This warranty does not apply to damage or failure caused by accident, misuse, negligence, abuse, improper repair, or maintenance of the machines. Please refer to the Operator Manual for proper machine operation and maintenance instructions.

Demonstrator machines purchased from Tennant carry the same warranty as a new machine.

LABOR AND TRAVEL WARRANTY

Tennant will, at its option, provide labor and travel or pay for outside repair for the above-stated periods.

PARTSWARRANTY

Parts replaced or repaired under this warranty are guaranteed for the remainder of the warranty period. Consumable parts, expected to wear from normal use, are not covered under the parts warranty. Items that are covered on a prorated basis include tires (1 year) and lead acid, gel and AGM batteries (2 years). Lithium-ion batteries are warranted for five (5) years or 2000 charge cycles, whichever comes first. Industrial steel tray batteries are warranted through the manufacturer for five (5) years. Brushes that fail due to defect within one (1) year will be covered based on percentage of remaining bristle length. Fiber reinforced composite shrouds and Duramer™ shrouds, hoppers, solution, and recovery tanks are warranted for ten (10) years.

REPAIR PARTS WARRANTY

After the warranty period expires, all repair parts supplied by Tennant except batteries are warranted against defects for the period of ninety (90) days. Lead acid, gel and AGM batteries are covered on a prorated basis for twelve (12) months. Lithium-ion batteries are warranted for five (5) years or 2000 charge cycles, whichever comes first. Industrial steel tray batteries are warranted through the manufacturer for five (5) years. The repair parts warranty only covers parts, not labor or travel (see service labor section for terms).

SERVICE LABOR WARRANTY

Labor and travel performed by a Tennant service representative are warranted for thirty (30) days from the date the repairs are completed. This policy does not cover work performed by any service company other than Tennant Company, and is restricted to the specific repair operation or component for which a claim is made.

DISCLAIMER

TENNANT COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TENNANT SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, BUYER'S LOSS OF MATERIAL OR PROFITS, INCREASED EXPENSE OF OPERATION, BODILY INJURY, LOSS OF USE OF PROPERTY OR DOWNTIME.

Tennant Company reserves the right to change its warranty policy without notice.

New Cleaning Auto Scrubber for Pinnacle Bank Arena

1. GENERAL NOTICE

- 1.1 The City of Lincoln, hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s) to provide a Tennant M20 and train new floor cleaning scrubber for Pinnacle Bank Arena requires the following:
 - 1.1.1 Furnish new Tennant M20 floor cleaning scrubbers for overall cleaning at Pinnacle Bank Arena.
 - 1.1.2 Provide all necessary equipment and training for scrubber
 - 1.1.3 Must include optional 3-year extended warranty
- 1.2 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all the requirements, is the most advantageous to the City, and as the City deems will best serve the interests of the City.
- 1.3 Vendor shall submit bid and all requested supporting documents via the City/County Ebid system
 - 1.3.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Division.
 - 1.3.2 To register, go to the City of Lincoln website at www.lincoln.ne.gov
 - Type "bid" into search box
 - CLICK ON ***Bids and Contracts***
 - CLICK ON ***Supplier Registration***
 - Enter information as required.
 - 1.3.3 All fields marked with the red asterisk must be completed to register successfully.
- 1.4 Any deviation from these specifications or other documents associated with the bid must be documented on company letterhead and submitted prior to bid close.
- 1.5 All inquiries regarding these specifications shall be submitted in writing to Sharon Mulder, Assistant Purchasing Agent via email to (smulder@lincoln.ne.gov).
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addendum.
 - 1.5.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.5.3 Failure to comply with this directive may result in Vendor's bid being rejected.
- 1.6 Work may be performed at the jobsite during operating hours which are from 8am – 5pm, Monday – Friday. Work outside of these days and times shall be subject to approval of the Owner depending on event schedule.
- 1.7 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.8 Payment will be made upon completion of installation and approval by the Owner's Representative.

2. PROJECT SCOPE

Furnish and Deliver a new Tennant M20 for Pinnacle Bank Arena.

3. PRODUCT INFORMATION

- 3.1 The bidder's "Lump" sum pricing in Ebid must reflect providing the following base equipment:
- 3.1.1 M20 with Cylindrical brushes
 - 3.1.2 ES® Extended Scrub w/detergent metering
 - 3.1.3 Pro-Panel™ controls
 - 3.1.4 Edge Cleaning Side Scrubbing Brush
 - 3.1.5 1-Step™ one button sweep/scrub operation
 - 3.1.6 Touch-n-Go™ wheel-mounted module
 - 3.1.7 Wheel-mounted horn
 - 3.1.8 Wheel-mounted water shut-off
 - 3.1.9 No-tool squeegee change
 - 3.1.10 No-tool brush change
 - 3.1.11 Yellow maintenance touch points
 - 3.1.12 Demisting chamber
 - 3.1.13 Dual vacuum fans
 - 3.1.14 Dura-Track™ parabolic rear squeegee
 - 3.1.15 Cushion rollers
 - 3.1.16 SmartRelease™ breakaway squeegee system
 - 3.1.17 FloorSmart® integrated cleaning system technology
 - 3.1.18 Headlights and taillights
 - 3.1.19 High-density Duramer™ exterior
 - 3.1.20 InstantAccess™ filter change
 - 3.1.21 MaxPro²™ hydraulic technology
 - 3.1.22 Thermo-Sentry™
 - 3.1.23 Underwriters Laboratory (UL®) certified
 - 3.1.24 Fire Extinguisher
 - 3.1.25 AV Backup Alarm (LED)
 - 3.1.26 Safety Warning Light
 - 3.1.27 Rear Squeegee Guard Kit
 - 3.1.28 Power wand
 - 3.1.29 Vacuum wand (wet pick-up)
 - 3.1.30 Spray hose – 15 ft / 5 m
 - 3.1.31 Pressure washer (2200 psi) with 25 ft (7.0 m) hose
 - 3.1.32 Estimated Coverage/Productivity: Up to 190080 sq ft / 17560 sq m
 - 3.1.33 Solution Tank Capacity: 74 gal / 280 L
 - 3.1.34 Sound Level: As low as 84 dBA
 - 3.1.35 Hopper Capacity: 3.9 cubic ft / 110 L
 - 3.1.36 Filter Systems: Panel
 - 3.1.37 Propelling Speed: Up to 8 mph / 12.9 km/h
 - 3.1.38 Cleaning Path: 40 in / 1020 mm, 54 in / 1370 mm, 56 in / 1420 mm
 - 3.1.39 Recovery Tank Capacity: 73 gal / 276 L
 - 3.1.40 Main Brush Dimensions: 40 in / 1020 mm

- 3.1.41 Machine Type: Ride-On
- 3.1.42 Power Source: LPG
- 3.1.43 Sweep Technology: Overthrow
- 3.1.44 Side Brush Dimensions: 16 in / 410 mm (scrub)
- 3.1.45 Application: Indoor, Outdoor

3.2 Extra Parts needed:

- 3.2.1 (4) Brushes – Cylindrical – Heavy Duty Polypropylene Brush 1030969
- 3.2.2 (4) Disk – Heavy Duty Polypropylene Brush – 1220236
- 3.2.3 (2) Side Brush – Linatex Side Brush Squeegee - 1046980
- 3.2.4 (2) Side Brush – Linatex Side Brush Squeegee - 1047238
- 3.2.5 (4) Side – Linatex Right and Left Squeegee – 1031011
- 3.2.6 (4) Front – Linard Front Squeegee – 1017868
- 3.2.7 (4) Rear – Linatex Rear Squeegee – 1031331
- 3.2.8 (4) Rear – Linatex Rear Squeegee End Gasket – 83874
- 3.2.9 (4) Ignition Key (set of 2) – 87866
- 3.2.10 (1) Synthetic Fiber Panel Filter - 1048295AM

3.3 Warranty

- 3.3.1 Provide cost for additional 3-year extended warranty.

4. DELIVERY AND INSTALLATION

- 4.1 Pricing shall include F.O.B delivery:
 - Pinnacle Bank Arena
 - 400 Pinnacle Arena Drive
 - Lincoln, NE 68508
- 4.2 Delivery will be to the loading dock.
- 4.3 Delivery shall be between the hours of 8:00 am to 4:30 pm Monday through Friday and must work around the event schedule.
- 4.4 Awarded Vendor must coordinate delivery of equipment with the Owners, providing a twenty-four-hour notice prior to delivery.
- 4.5 Delivery date of July 1, 2025.

5. EVALUATION CRITERIA

- 5.1 Evaluation of bids will consist of the following:
 - 5.1.1 Contract will be awarded to the lowest, responsible, responsive vendor whose bid substantially meets all the required specifications, duties, terms, and conditions as defined in this request.
 - 5.1.2 If any repairs are needed, they must be able to happen through a local distributor.
 - 5.1.3 Delivery date.
- 5.2 Vendor will be given an approved contract after the WHJPA board meeting which will be scheduled in January.

**FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT
CERTIFICATION FORM FOR
TECHNOLOGY RELATED PRODUCT OR SERVICES**

For the purposes of complying with the Foreign Adversary Contracting Prohibition Act (“the Act”), Neb. Rev. Stat. §73-901 to §73-907, I attest and certify as follows:

Name of Company AVIATE ENTERPRISES, INC

Check all that apply:

- ☒ I am authorized to attest and certify as the owner of the Company, in whole or in part, or as an authorized representative of the Company, to make the certifications required herein.
- ☒ The Company is providing technology related products and/or services to the public entity and is not a scrutinized company as defined in the Act; it is not subcontracting with a scrutinized company under the Act; and the technology related products and/or services provided herein do not originate with a scrutinized company under the Act.
- ☒ The Company is not providing technology related goods or services as defined under the Act.
- ☐ The Company is a scrutinized company and has entered into an Agreement or an Agreement Renewal with the public entity to provide a technology related good manufactured by a scrutinized company that meets the exception for the provision of a technology related good by a scrutinized company.
- ☒ I hereby attest and certify on behalf of the Company that the responses and information provided on this form are true, complete, and accurate. The Company understands that any scrutinized company that violates this Act or that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and that such violation may void the contract.

PRINT NAME: TIFFANY, S, PARSLEY
(First, Middle, Last)

SIGNATURE: 

TITLE: PROJECT MANAGER

DATE: 12/04/2024

Insurance Requirements

Submitted on	22 November 2024, 2:08PM
Receipt number	1717
Related form version	18

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

DEFINITIONS: For purposes of these Requirements, the following definitions apply:

- **"Agreement"** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **"City"** shall mean the City of Lincoln, NE.
- **"COI"** shall mean a Certificate of Insurance.
- **"Contractor"** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **"County"** shall mean the County of Lancaster, Nebraska.
- **"Owner(s)"** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **"PBC"** shall mean the Lincoln-Lancaster County Public Building Commission.
- **"Site"** shall mean the location the Work is being completed and/or delivered to.
- **"WHJPA"** shall mean the West Haymarket Joint Public Agency.
- **"Work"** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to the following: WHJPA

PROVISIONS:

- 3. Commercial General Liability
- 4. Automobile Liability
- 5. Workers' Compensation

Contractor shall comply with the following provisions:

1. Insurance; Coverage Information

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Deductibles/Retentions: Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

Self-Insurance: In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of Nebraska Certificate of Self-Insurance for Workers' Compensation.

Owner(s) checked below shall be listed as the Certificate Holder on the COI using the following address: 555 S. 10th St., Lincoln, NE 68508

West Haymarket Joint Public Agency

2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.

3. Commercial General Liability: The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
- C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

4. Automobile Liability: The Contractor shall have, maintain, and provide proof of Automobile Liability insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
- C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

5. Workers' Compensation; Employers' Liability: The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
- B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
- C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.

Subcontractors: The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

Cancellation/Renewal Notice: Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

Owner's Option: Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

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 Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

Minimum Rating - Insurer: 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-" VIII, unless Owner has expressly approves in writing.

Reservation of Rights: The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

Sovereign Immunity: Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

No Waiver by Owner: Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

Claims-made Tail Coverage: Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

E-mail Address (Internal use only)

rweiss@pinnaclebankarena.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2024

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 McGee & Thielen Insurance Brokers, Inc. 3840 Rosin Court, Suite 245 Sacramento, CA 95834 www.mcgeethielen.com 0633187		CONTACT NAME: PHONE (A/C, No, Ext): 916-646-1919 FAX (A/C, No): 916-646-0995 E-MAIL ADDRESS:	
INSURED Aviate Enterprises, Inc. Aviate Enterprises 1418 North Market Suite 500 McClellan CA 95652		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Sequoia Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20443 22985	

COVERAGES**CERTIFICATE NUMBER:** 83244563**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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6012137596	5/1/2024	5/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		<input checked="" type="checkbox"/>	6012137596	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

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

City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency.

CERTIFICATE HOLDER**CANCELLATION**West Haymarket Joint Public Agency
WHJPA-PBA
555 S 10th St
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

Bob Wood

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2024

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 PAYCHEX INSURANCE AGENCY INC 76210758 225 KENNETH DR STE 110 ROCHESTER NY 14623	CONTACT NAME:		
	PHONE (800) 472-0072 (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
	NAIC#		
INSURED AVIATE ENTERPRISES INC 5844 PRICE AVE MCCLELLAN CA 95652-2407	INSURER A: Hartford Casualty Insurance Company		29424
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y-YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	<input type="checkbox"/> OED <input type="checkbox"/> RETENTION \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			76 WEG BK8MPK	11/13/2024	11/13/2025	X PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N						
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE -EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency.

CERTIFICATE HOLDER

West Haymarket Joint Public Agency
WHJPA-PBA
555 South 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

Susan L. Castaneda

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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**Person or Organization:****Job Description:**

Any person or organization as required by written contract.

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

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

Endorsement Effective	11/13/2024	Effective Policy No.	76 WEG BK8MPK	Endorsement No.	0
Insured	Aviate Enterprises, Inc.			Premium \$	8,119.00
Insurance Company	Hartford Casualty Insurance Company				

Countersigned by _____



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT - CALIFORNIA

Policy Number: 76 WEG BK8MPK

Endorsement Number:

Effective Date: 11/13/24

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Aviate Enterprises Inc

5844 PRICE AVE

MCCLELLAN CA 95652

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in Item 3 of the Information Page is subject to the following provisions:

A. "How This Insurance Applies," is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. The "Exclusions" section is modified as follows (all other exclusions in the "Exclusions" section remain as is):

1. Exclusion 1 is amended to read as follows:

1. liability assumed under a contract.

2. Exclusion 2 is deleted.

3. Exclusion 7 is amended to read as follows:

7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.

4. The following exclusions are added:

1. bodily injury to any member of the flying crew of any aircraft.
2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.
3. liability arising from California Labor Code Section 2810.3 which relates to labor contracting.

Countersigned by Misty West

Authorized Representative

6012137596

BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS	
I.	Blanket Additional Insured Provisions
A.	Additional Insured – Blanket Vendors
B.	Miscellaneous Additional Insureds
C.	Additional Provisions Pertinent to Additional Insured Coverage
1.a.	Primary – Noncontributory provision
1.b.	Definition of "written contract"
2.	Additional Insured – Extended Coverage
II.	Liability Extension Coverages
A.	Bodily Injury – Expanded Definition
B.	Broad Knowledge of Occurrence
C.	Estates, Legal Representatives and Spouses
D.	Fellow Employee First Aid
E.	Legal Liability – Damage to Premises
F.	Personal and Advertising Injury – Discrimination or Humiliation
G.	Personal and Advertising Injury – Broadened Eviction
H.	Waiver of Subrogation – Blanket

I. BLANKET ADDITIONAL INSURED PROVISIONS**A. ADDITIONAL INSURED – BLANKET VENDORS**

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, but only with respect to "**bodily injury**" or "**property damage**" arising out of "**your products**" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- h. **"Bodily injury" or "property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if **"bodily injury" or "property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a **"written contract."**
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such **"written contract,"**
 - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for **"bodily injury" or "property damage"** included within the **"products-completed operations hazard."** But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage" or "personal and advertising injury"** as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** caused in whole or in part by your maintenance, operation or use of such equipment, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury"** takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) **"Bodily injury," "property damage" or "personal and advertising injury"** arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) **"Bodily injury" or "property damage"** included within the **"products-completed operations hazard."**

With respect to this provision's requirement that additional insured status must be requested under a **"written contract,"** we will treat as a **"written contract"** any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury," "property damage," or "personal and advertising injury" caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury," "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
 - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs A. and B. above:

- a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- (1) Is currently in effect or becomes effective during the term of this policy; and
- (2) Was executed prior to:

- (a) The "bodily injury" or "property damage;" or
 - (b) The offense that caused the "personal and advertising injury";
- for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an insured;

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- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "Bodily injury" or "personal and advertising injury" to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) "Property damage" to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph 2.a.1. is amended to add the following:

The limitations described in subparagraphs 2.a.1.(a), (b) and (c) do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item 5. **Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
ACCIDENTAL AIRBAG DEPLOYMENT	12
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	19
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	13
BROAD FORM INSURED	1
BODILY INJURY REDEFINED	22
EMPLOYEES AS INSURED (including employee hired auto)	2
EXTENDED CANCELLATION CONDITION	23
EXTRA EXPENSE - BROADENED COVERAGE	10
GLASS REPAIR - WAIVER OF DEDUCTIBLE	15
HIRED AUTO PHYSICAL DAMAGE (including employee hired auto and loss of use)	6
HIRED AUTO COVERAGE TERRITORY	20
LOAN / LEASE GAP	14
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	16
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	17
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	18
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	20

SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph **A.1. - WHO IS AN INSURED** is amended to include the following as an insured:

- d.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph **d. (2)** of this provision does not apply to a policy written to apply specifically in excess of this policy.

- e.** Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

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

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

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

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

- A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

- B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

December 30, 2024

West Haymarket Joint Public Agency
WHJPA-PBA
555 South 10th Street
Lincoln NE 68508

Account Information:

Policy Holder Details :	Aviate Enterprises Inc
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Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2024

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 PAYCHEX INSURANCE AGENCY INC 76210758 225 KENNETH DR STE 110 ROCHESTER NY 14623	CONTACT NAME: PHONE (800) 472-0072 (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC# 29424
---	--	-----------------------

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y-YYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)
	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	OCCUR CLAIMS-MADE <input type="checkbox"/>						AGGREGATE
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below			76 WEG BK8MPK	11/13/2024	11/13/2025	\$1,000,000
							E.L. DISEASE -EA EMPLOYEE
							\$1,000,000
							E.L. DISEASE - POLICY LIMIT
							\$1,000,000

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

City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency.

CERTIFICATE HOLDER

West Haymarket Joint Public Agency
WHJPA-PBA
555 South 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

Susan L. Castaneda

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT - CALIFORNIA

Policy Number: 76 WEG BK8MPK

Endorsement Number:

Effective Date: 11/13/24

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Aviate Enterprises Inc
5844 PRICE AVE
MCCLELLAN CA 95652

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in Item 3 of the Information Page is subject to the following provisions:

A. "How This Insurance Applies," is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. The "Exclusions" section is modified as follows (all other exclusions in the "Exclusions" section remain as is):

1. Exclusion 1 is amended to read as follows:
 1. liability assumed under a contract.
2. Exclusion 2 is deleted.
3. Exclusion 7 is amended to read as follows:
 7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.
4. The following exclusions are added:
 1. bodily injury to any member of the flying crew of any aircraft.
 2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.
 3. liability arising from California Labor Code Section 2810.3 which relates to labor contracting.

Countersigned by Misty West

Authorized Representative

United States Citizenship Attestation Form

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

☒ I am a citizen of the United States.

— OR —

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

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

PRINT NAME

TIFFANY, S., PARSLEY

(first, middle, last)

SIGNATURE

Tiffany Parsley

DATE

12/04/2024

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the Chairperson of the West Haymarket Joint Public Agency is hereby authorized to
4 enter into a Unit Price Contract with Wired, Inc., for a total amount not to exceed \$30,195.00, for
5 retrofit lighting at the Pinnacle Bank Arena, pursuant to Bid No. 23-055, and the Chairperson of
6 the West Haymarket Joint Public Agency Board of Representatives is hereby authorized execute
7 said Contract.

Adopted this _____ day of January, 2025.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

**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 - Electrical and Large Scale Electrical Services, Bid No. 23-055

Date: Dec 17, 2024

TO DEPARTMENT/AGENCY REPRESENTATIVE:

FROM (CONTRACTOR): Wired Inc.

AWARD LEVEL:

PROJECT DESCRIPTION: Retrofit Lighting

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	<u>2 Guys 4 weeks</u>

ELECTRICAL LABOR COST TABLE

CONTRACTOR	Hourly Rate	Estimated # Hours	Estimated Total
Supervisor, Superintendent or Foreman			
Master Electrician			
Electrician	<u>87</u>	<u>320</u>	<u>\$27,843.</u>
Apprentice			
Laborer			
TOTAL LABOR			<u>\$27,843.</u>

LARGE SCALE ELECTRICAL LABOR COST TABLE

CONTRACTOR	Hourly Rate	Estimated # Hours	Estimated Total
Supervisor, Superintendent or Foreman - Large Scale			
Master Electrician - Large Scale			
Electrician Large Scale			
Apprentice - Large Scale			
Laborer - Large Scale			
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	Estimated Total
Total Rental Equipment Costs			
Total Materials Cost	<u>2100</u>	<u>12</u>	<u>\$2,352.</u>
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: \$ \$30,195.00

FIRM: Wired Inc.

BY: Steve Lindgren

ADDRESS: 1384 G road Palmyra
68418

APPROVED BY: _____

Department Agency/Rep

PHONE NO: 402-499-5474

DATE: December 17, 2024

Change Order #: _____

Accepted: _____

Not Accepted : _____



1384 G Road
Palmyra, NE 68418
Office: 402.499.5474
Email: wired@wiredne.com

Proposal

Proposal For: Ryan Weiss

Today's Date: June 25, 2024

Job Location: PBA

Job Description: Window Wash Lighting

We propose hereby to furnish material and labor necessary for the completion of:

1. Installation of the owner furnished window wash lighting replacement fixtures.
2. Installation of 4 owner provided DMX controllers.
3. Installation of one cat 6 data to each DMX controller back to 4th floor TR room.

Clarifications:

1. The proposal is based on a typical 40-hour week as defined at bottom of this proposal.
2. The proposal is based on the idea that the required communications cabling will terminate with an overall length under 318'.

Not included in this proposal:

1. Any man-lift rental fees.
2. Roof Penetrations or repair.
3. Installation or modification of the following systems: Fire Alarm, Temperature Controls, Access Control, Nurse Call, Paging or Sound systems.
4. Engineering, design fees, drawings.
5. Start up and Programming.
6. Taxes.
7. TR room equipment.

Work will be done at \$92.00/hr straight time on normal working hours- 7:00am to 3:30pm, Monday through Friday- \$128.00 over time after 3:30 and Saturdays with \$142.00 double time on Sundays and Holidays

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

We propose hereby to furnish material and labor – complete in accordance with above specifications.

Labor: Ten Thousand One Hundred Twenty and 00/100 Dollars: \$10,120.00

Material: One Thousand Five Hundred Eighty and 00/100 Dollars: \$1,580.00

for the sum of: Eleven Thousand Seven Hundred and 00/100 Dollars: \$11,700.00

Authorized
Signature: 
Daniel Badgett - President

Note: this proposal may be withdrawn by us if not accepted within 30 days. Payment terms net 30.

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Signature: _____

Signature: _____

Date of Acceptance:



1384 G Road
Palmyra, NE 68418
Office: 402.499.5474
Email: wired@wiredne.com

Proposal

Proposal For: Ryan Weiss

Today's Date: January 2, 2025

Job Location: PBA

Job Description: Exterior Wall Wash Retrofit

We propose hereby to furnish material and labor necessary for the completion of:

1. Retrofit 85 exterior lights with owner provided fixtures.
2. Mount Owner provided DMX controller inside at beginning of fixture run. The owner provided cabling will extend to fixture run from there.
3. Pull Cat 6 network line to 4th floor closet for each DMX controller used. Terminate both ends and certify.
4. Remove original line voltage potential from fixtures.

Clarifications:

1. The proposal is based on a typical 40-hour week as defined at bottom of this proposal.
2. The lighting system and components are owner supplied and contractor installed.
3. Start up and programming by others.

Not included in this proposal:

1. Any man-lift rental fees.
2. Roof Penetrations or repair.
3. Installation or modification of the following systems: Fire Alarm, Temperature Controls, Access Control, Nurse Call, Paging or Sound systems.
4. Supplying, installing, or programming any variable frequency drives.
5. Engineering, design fees, drawings.
6. Arc Flash or Fault coordination calculations or updates.
7. Utility aid to construction fees.
8. Payment/ performance bond.
9. Patch or repair of walls.
10. Taxes.

Work will be done at \$92.00/hr straight time on normal working hours- 7:00am to 3:30pm, Monday through Friday- \$128.00 over time after 3:30 and Saturdays with \$142.00 double time on Sundays and Holidays

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

We propose hereby to furnish material and labor – complete in accordance with above specifications.

Labor: Seventeen Thousand Six Hundred Sixty-Four and 00/100 Dollars: \$17,664.00

Material: Eight Hundred Thirty-One and 00/100 Dollars: \$831.00

for the sum of: Eighteen Thousand Four Hundred Ninety-Five and 00/100 Dollars: \$18,495.00

Authorized
Signature: 
Daniel Badgett - President

Note: this proposal may be withdrawn by us if not
accepted within 30 days. Payment terms net 30.

Acceptance of proposal: The above prices,
specifications and conditions are satisfactory and are
hereby accepted. You are authorized to do the work as
specified. Payment will be made as outlined above

Signature: _____

Signature: _____

Date of
Acceptance: _____

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Contract between the West Haymarket Joint Public Agency and Harvest
4 AV Solutions, Inc., for annual service for followspots at the Pinnacle Bank Arena, for a total
5 amount not to exceed \$101,685.00, pursuant to Bid No. 24-192, is hereby approved and the
6 Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby
7 authorized to execute said Contract.

Adopted this _____ day of January, 2025.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

CONTRACT DOCUMENTS

**West Haymarket Joint Public Agency
Lincoln, Nebraska**

**Annual Service
Followspot- Pinnacle Bank Arena
Bid No. 24-192**

**Harvest AV Solutions, Inc.
1111 Virginia Ave
Kansas City, MO 64116
(816) 612-8153**

West Haymarket Joint Public Agency Contract Terms

THIS CONTRACT, made and entered into by and between **Harvest AV Solutions, LLC., 1111 Virginia Ave, Kansas City, MO 64106**, hereinafter called Contractor, and the West Haymarket Joint Public Agency, Lincoln, Nebraska, a municipal corporation, hereinafter called the JPA.

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

Annual Service – Followspot – Pinnacle Bank Arena, Bid No. 24-192

and,

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

WHEREAS, the JPA, in the manner prescribed by law has been 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 JPA 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 JPA's award of this Contract to the Contractor, such award being based on the acceptance by the JPA of the Contractor's Proposal, or part thereof, as follows:

Agreement to Full Proposal

2. The JPA 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 JPA:

The JPA will pay for products/services, 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 \$101,685.00.

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. 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 JPA 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 JPA 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 JPA and employees of the JPA shall not be deemed to be employees of the Contractor. The Contractor and the JPA shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the JPA'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. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION: In accordance with the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. §73-901 to §73-907, a public entity shall require a company that submits a bid, or proposal, or enters into any contract or contract renewal with any public entity, to certify that the company is not a scrutinized company and will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company. As such the Contractor agrees to do one of the following:
- (A) If the Contractor is providing technology related goods or services under the Act, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the Contractor is not a scrutinized company and attach it to the Agreement; or
 - (B) If the Contractor is not providing technology related goods or services under the Act, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the Contractor is not providing such services and is not subject to the Act; or
 - (C) If the Contractor is providing technology related goods under the Act, and Contractor is a scrutinized company that qualifies under Neb. Rev. Stat. §73-906(2) as an exception for the provision of manufactured goods only, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the contractor is a scrutinized company that meets the exception provided under the Act.

8. PERIOD OF PERFORMANCE: The work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be no later than March 1, 2025.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Supplier Response
 3. Lycian Followspot Specifications
 4. Lycian Specs
 5. Lycian Warranty
 6. Summary of Foreign Adversary Contracting Prohibition Act
 7. Foreign Adversary Contracting Prohibition Act Form
 8. Insurance Requirements
 9. Certificate of Insurance and Endorsements
 10. Instructions to Bidders
 11. 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 JPA 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 JPA do hereby execute this contract upon completion of signature on:

Vendor Signature Page

West Haymarket Joint Public Agency Signature Page

Vendor Signature Page

CONTRACT
Annual Service
Followspot – Pinnacle Bank Arena
Bid No. 24-192
West Haymarket Joint Public Agency
AV Harvest Productions, Inc.

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:

Harvest AV Solutions LLC

Name of Organization

LLC

Type of Organization

1111 Virginia Ave Kansas City MO 64106

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

**West Haymarket Joint Public Agency
Signature Page**

**CONTRACT
Annual Service
Followspot – Pinnacle Bank Arena
Bid No. 24-192
West Haymarket Joint Public Agency
Harvest AV Solutions, LLC**

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

West Haymarket Joint Public Agency

Leirion Gaylor Baird, Mayor
Chairperson of the West Haymarket Joint Public Agency
Board of Representatives

Approved Order No. _____

dated _____



24-192

**Harvest Productions, inc.
Supplier Response**

Event Information

Number: 24-192
Title: Followspot - Pinnacle Bank Arena
Type: Notice to Bidders
Issue Date: 10/2/2024
Deadline: 10/16/2024 02:00 PM (CT)

Contact Information

Contact: Sharon Mulder Assistant Purchasing Agent
Address: Suite 200
Purchasing
440 S. 8th St.
Lincoln, NE 68508
Phone: (402) 441-7428
Email: smulder@lincoln.ne.gov

Harvest Productions, inc. Information

Address: 1340 Burlington St.
Kansas City, MO 64116
Phone: (816) 612-8153

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

Brad Cunningham

Signature

Submitted at 10/2/2024 02:12:50 PM (CT)

bcunningham@harvestkc.com

Email

Requested Attachments

Foreign Adversary Contracting Prohibition Act Form

_Foreign Adversary Contracting
Prohibition Act Certification FF-S
Form.pdf

Complete and upload the certification form in the Attachments tab in Ebid.

Response Attachments

lycian_specsheets_1295_02.pdf

Lycian Spec Sheet

Lycian Warranty.pdf

Lycian Warranty Info

Bid Attributes

1 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

☒ Yes

2 Insurance Requirements and Endorsements

Vendor agrees to provide insurance coverage and comply with each provision listed in the **Insurance Requirements** form, including the submission of the **Certificate of ACORD** and the applicable **endorsements**.

Insurance Certificate and required endorsements are required at time of contract execution by awarded vendor.

Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid closing in order to expedite the contract execution process.

☒ Yes

3 Draft Sample Contract

I acknowledge reading and understanding the draft sample contract.

☒ Yes

4 Contract Contact

The Purchasing Department issues Contracts via email to a designated contact person of the awarded Bidder. This designee should be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract to be awarded.

Brad Cunningham bcunningham@harvestkc.com 816-612-8153

5 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes

6 Assignment

Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the City.

☒ Yes

7 City = JPA

I acknowledge that wherever the City of Lincoln is referenced in this bid, it shall mean the West Haymarket Joint Public Agency (JPA).

☒ Yes

8 Warranty

I warrant that all equipment and supplies offered will conform to the design, specifications, samples, or other descriptions contained in this bid, will be free from defects in workmanship and material and to the extent that I know, or have reason to know of the purpose for which the supplies are intended, will be fit and sufficient for such purpose as deemed applicable. The warranty required here under must provide all parts, equipment, transportation, technical assistance, labor and supervision necessary to correct any deficiency resulting from manufacturing defects without charge for a period of one (1) year after the date of final acceptance of all materials, equipment, and services furnished by successful bidder. Thereafter the manufacturer's standard warranty will apply.

☒ Yes

9 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

10 Foreign Adversary Contracting Prohibition Act

I hereby understand and agree to comply with the requirements of the Foreign Adversary Prohibition Act and have completed and uploaded the certification form in the Response Attachments tab in Ebid.

If a Vendor indicates on such certification form that the company is a scrutinized company, the Vendor must meet the exception requirements under the Act and agrees to provide documentation to verify the exception requirements with the bid response.

Vendor further understands and agrees that any scrutinized company that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and such violation may void the contract.

☒ Foreign Adversary Contracting Prohibition Act

1
1**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 may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

NO

1
2**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 an 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**Bid Lines**

1

Followspot, ELT 3000 Watt Xenon

Quantity: 4 UOM: EA Unit Price: \$25,421.25 Total: \$101,685.00Manufacturer: LycianManufacturer #: 1295 ELT**Item Attributes****1. Manufactuer and Model**

Please provide manufacturer and model bidding.

1295ELT 3/4Kw Xenon Follow Spotlight w/ lamp and Vendor required**2. Literature and Warranty**

If bidding an equivalent, please attach product literature and warranty information to the Vendor's Response Attachment Section of this Ebid.

☒ Yes**Response Total: \$101,685.00**

Lycian Followspot

1. GENERAL NOTICE

- 1.1 The City of Lincoln, hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s) for two (2) New Lycian Followspot for Pinnacle Bank Arena requires the following:
 - 1.1.1 Four (4) Model 1295 ELT 3000 Watt Xenon Follow Spots each followspot is to have:
 - A. One (1) Four Leg Rigid Base
 - B. One (1) Power Supply / Ballast Lycian 938
 - 1.1.2 Four (4) Osram XBO 3000W/HS XL OFR Xenon Lamp 6000K; Lumens; 1500 Hours
 - 1.1.3 All accessories required for each followspots
 - 1.1.4 Delivery to Pinnacle Bank Arena
 - 1.1.5 Setup will be at the placement of followspots
- 1.2 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all the requirements, is the most advantageous to the City, and as the City deems will best serve the interests of the City.
- 1.3 Vendor shall submit bid and all requested supporting documents via the City/County e- bid system
 - 1.3.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Division.
 - 1.3.2 To register, go to the City of Lincoln website at www.lincoln.ne.gov
 - Type "bid" into search box
 - CLICK ON **Bids and Contracts**
 - CLICK ON **Supplier Registration**
 - Enter information as required.
 - 1.3.3 All fields marked with the red asterisk must be completed to register successfully.
- 1.4 Any deviation from these specifications or other documents associated with the bid must be documented on company letterhead and submitted prior to bid close.
- 1.5 All inquiries regarding these specifications shall be submitted in writing to Sharon Mulder, Assistant Purchasing Agent via email to (smulder@lincoln.ne.gov)
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addendum.
 - 1.5.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.5.3 Failure to comply with this directive may result in Vendor's bid being rejected.
- 1.6 Work may be performed at the jobsite during operating hours which are from 8am – 5pm, Monday – Friday. Work outside of these days and times shall be subject to approval of the Owner depending on event schedule.
- 1.7 The awarded contract is not assignable without the written approval of

- the Owners in the form of a contract amendment.
- 1.8 Payment will be made upon completion of installation and approval by the Owner's Representative.
 - 1.9 The Project Manager for this project will be Ryan Weiss, Director of Operations, Pinnacle Bank Arena.

2. FOLLOWSPOT REQUIREMENTS

- 2.1 The equipment furnished under this specification shall be new of the latest improved model in current production as offered:
- 2.2 Followspot
- 2.3 The basis of this design shall be the 1295 follow spotlight, as manufactured by Lycian Stage Lighting of Sugar Loaf, NY.
- 2.4 Physical Features:
 - 2.4.1 The unit frame and enclosure shall be constructed of formed cold rolled steel and sturdy aluminum castings, free of burrs and protected by a gray and black powder coat finish.
 - 2.4.2 The lamphouse shall include a capped exhaust stack suitable for ducting heat directly out of followspot booth.
 - 2.4.3 Four handles shall be provided to facilitate smooth operation and to lift the unit.
 - 2.4.4 The unit shall be mounted on a rigid four-point floor stand.
 - 2.4.5 The Power Supply shall stand separate from the followspot.
 - 2.4.6 Weight of the followspot Head and Base shall not exceed 275 pounds with the heavier base.
 - 2.4.7 Length of head unit with color changing boomerang shall not exceed 73".
- 2.5 Controls Features:
 - 2.5.1 1. The unit shall, as a minimum incorporate the following:
 - 2.5.2 A. DC ammeter
 - 2.5.3 B. Bulb operation elapsed hour meter
 - 2.5.4 C. Forced-air cooling by internally wired blower
 - 2.5.5 D. ON/OFF ignition control
 - 2.5.6 Lamp field focus controls to adjust the xenon lamp's focal position relative to the reflector in three dimensions without the use of tools
 - 2.5.7 F. Xenon bulb shock mount, allowing unit to be safely wheeled with bulb in place
- 2.6 The body of the unit shall, as minimum incorporate the following:
 - 2.6.1 A. Four Control Levers on top:
 - 1) Fader mechanism for smooth manual dimming
 - 2) Horizontal chopping shutters
 - 3) Vertical shutters
 - 4) Nichrome steel iris
 - B. Trombone style one handed zoom focus
 - C. Spot edge focus adjusting knob
- 2.7 The unit shall house a six color, self-canceling boomerang
 - 2.7.1 A. Boomerang shall be rigidly mounted to the body of the followspot
 - 2.7.2 B. Front mounted boomerangs shall not be acceptable.
- 2.8 The stand/yoke shall incorporate:

- 2.8.1 A. Horizontal Swing Control Lever
- 2.8.2 B. Vertical Tilt Control Lever
- 2.8.3 C. Height Adjustment
- 2.9 Optical
 - 2.9.1 1. The unit's optical train shall consist of
 - 2.9.2 A. 3000 or 4000 watt compact xenon short-arc lamp
 - 2.9.3 B. Precision deep ellipse electroformed nickel reflector
 - 2.9.4 C. Variable focus lens system utilizing Optical-quality glass
 - 2.9.5 D. Iris, Choppers and dowsers for beam shaping control
 - 2.9.6 E. Six color boomerang and/or dichroic glass boomerang
 - 2.9.7 F. The zoom focus shall increase light intensity as it decreases the spot diameter.
 - 2.9.8 2. The light Color temperature shall be 6000° Kelvin ($\pm 200^\circ$ K.).
 - 2.9.9 3. Reflector shall reflect 95% of visible light and absorb 90% of infrared light as heat
- 2.10 e. Electrical
 - 2.10.1 1. Xenon lamp system input shall be 200-250 V.AC, 50/60 Hertz, single or three phase, and fused for 30
 - 2.10.2 amperes when using a 3K lamp and 50 amperes when using a 4K lamp.
 - 2.10.3 2. Free standing, solid-state power supply (Lycian 938) power supply.
 - 2.10.4 3. Only those lamps recommended by followspot manufacturer are acceptable.
 - 2.10.5 f. Performance
 - 2.10.6 1. Adjusted for flat field (approximately 70%) with a 3000 watt lamp the unit shall produce 584 foot
 - 2.10.7 candles @ 200 feet in Spot focus with the 3K lamp.
- 2.11 Performance
 - 2.11.1 1. Adjusted for flat field (approximately 70%) with a 3000 watt lamp the unit shall produce 584-foot candles @ 200 feet in Spot focus with the 3K lamp.
 - 2.11.2 The Field diameter at a 200-foot throw shall be continuously adjustable from 30 feet in Flood focus to 2
 - 2.11.3 feet in Spot focus. With full iris the Field diameter in spot focus shall be 24".
 - 2.11.4 3. Field soft to hard edge focus shall be changed with an adjusting knob.
 - 2.11.5 g. The following Optional accessories shall be available on and after time of purchase:
 - 2.11.6 1. Gobo Holder
 - 2.11.7 2. "Lo-Boy" stand
 - 2.11.8 3. Casters, heavy duty wheel kit, leveling jacks and hold down bolts

3. **DELIVERY AND INSTALLATION**

- 3.1 Pricing shall include F.O.B delivery:
 - Pinnacle Bank Arena
 - 400 Pinnacle Arena Drive
 - Lincoln, NE 68508

- 3.2 Delivery will be on loading dock.
- 3.3 Delivery and installation shall be between the hours of 8:00 am to 4:30 pm Monday through Friday and must work around event schedule.
- 3.4 Awarded Vendor must coordinate delivery of equipment with the Owners providing a twenty-four hour notice prior to delivery.
- 3.5 Installation
 - 3.5.1 PBA will install followspot to the catwalk
 - 3.5.2 PBA will provide four (4) Hubble L6-30P twist lock connectors to be installed by the chosen vendor onto the Power Supply / Ballast power input cable.
 - 3.5.3 Chosen vendor will install a lamp and adjust followspot to company standards.
 - 3.5.4 This Contractor must examine areas and conditions under which followspots are to be installed and
 - 3.5.5 notify owner in writing of conditions detrimental to proper completion of the work. Do not proceed
 - 3.5.6 with the work until unsatisfactory conditions have been corrected in an acceptable manner.
 - 3.5.7 b. Prior to energizing the followspots, all wiring shall be checked and tested by the owner to insure the
 - 3.5.8 system is free from grounds, opens and shorts.
 - 3.5.9 3.02 SYSTEM COMMISSIONING:
 - 3.5.10 a. After installation is complete, and before energizing the followspots, this contractor shall provide the
 - 3.5.11 services of a trained and authorized technician to commission the system as follows:
 - 3.5.12 1. Safely lamp each followspot
 - 3.5.13 2. Mechanically adjust the followspots to correct any misalignment caused by transportation or handling
 - 3.5.14 during the construction period.
 - 3.5.15 3. Trim the light output of each followspot to maximize intensity with flat field.
 - 3.5.16 b. This contractor shall provide training to instruct persons designated in the safe operation and
 - 3.5.17 maintenance of the followspot system.
 - 3.5.18 c. The Contractor shall further submit certificates stating installed system is operating properly and
 - 3.5.19 complies with manufacturer's recommendations.

4. EVALUATION CRITERIA

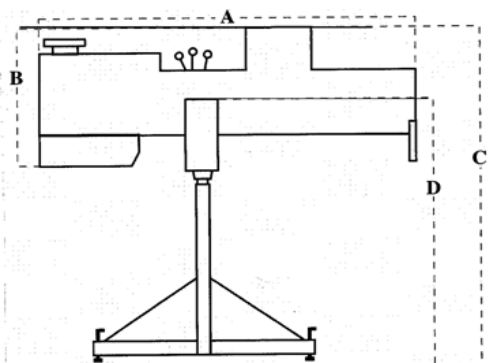
- 4.1 Evaluation of bids will consist of the following:
 - 4.1.1 Contract will be awarded to the lowest, responsible, responsive vendor whose bid substantially meets all the required specifications, duties, terms and conditions as defined in this request.
- 4.2 Vendor will be given a approved contract after the WHJPA board meets in December 2024.
- 4.3 Vendor must hold pricing until end of December 30th, 2024, after approval from WHJPA board.

1295 ELT

MODEL 1295

ARCHITECT & ENGINEERS' SPECIFICATIONS

The luminaire shall be a 3000-4000 watt follow spotlight designed to be used with various manufacturers 3000w or 4000w xenon lamps. The optical train shall consist of a high-precision, electro-formed, coated reflector, heavy duty nichrome iris, chopping shutter, gobo holder, fader, effect slot and a single lever variable focal length zoom objective lens system. A rapid focus knob located on both sides of the spotlight shall focus within 4 revolutions. All lenses shall be clear optical grade lenses. The color boomerang shall be mid-mounted and reversible and use industry standard 9" frames. Top mounted controls for the iris, fader and shutter along with dual control for zoom and a reversible color boom shall make the spotlight readily convertible from right to left operation. The power supply shall be of the electronic type mounted with a separate enclosure and be connected to the spotlight head via a multi-pin connector for the control circuits and camloc type connectors for the DC lamp current. Cooling shall be provided by three quiet blowers. A slide control shall be provided to adjust the tilt balance to suit individual operators. The spotlight body shall be constructed of cold rolled sheet steel and aluminum extrusions and shall be finished in black wrinkle powder coated baked finish. A choice of either a four legged rigid base or a three legged folding base shall be provided. Head dimensions (not mounted on a base) shall not exceed 76" L x 29" H x 20-1/2" W (including controls) with a head weight of 183 lbs. The remote power supply shall be of the electronic switching type and shall operate on 205 to 240 VAC, 50 or 60 Hz. The spotlight is of the xenon type which must be operated and maintained by individuals trained in the operation, maintenance, and hazards of xenon lamps. The spotlight shall be the Lycian Stage Lighting Model 1295 ELT.



- A. Head Length 74.75" (1.9m)
- B. Head Height 29" (73.6 cm)
- C. Overall Height with Base 67" (1.7m)
- D. Height of Pivot 51" (1.3m)

- Width of Base 34" (86 cm.)
- Max Width of Head, inc. controls 20-1/2" (52 cm.)
- Head Weight 183 lbs. (83 Kg)
- Base Weight 74 lbs (33.5Kg)
- Ballast Weight 75 lbs. (34Kg)

BEAM ANGLE 3°- 8.5°

ORDER CODES

1295	ELT w/ 4 Leg Base
1295/3	ELT w/ 3 Leg Base

**30 Amp Service Required for
3000 Watt Lamp Use**

**50 Amp Service Required for
4000 Watt Lamp Use**



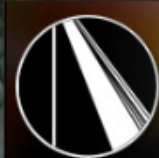
PHOTOMETRICS with 3000w LAMP

THROW	100'/30M	150'/46M	200'/61M	300'/92M	400'/22M
SPOT					
FOOTCANDLES/ LUX	2339/25,177	1040/11,194	585/6297	260/2799	146/1572
MIN. DIA. IRIS CLOSED	1'/ 30cm	1.5'/ 46cm	2'/ 61cm	3'/ 92cm	4'/ 102cm
MIN. DIA.	6'/ 1.8m	9'/ 2.7m	12'/ 3.6m	18'/ 5.4m	27'/ 8.1m
FLOOD					
FOOTCANDLES/ LUX	290/3122	129/1189	73/786	32/344	18/194
MAX. DIAMETER	15'/ 4.6m	22.5'/ 7m	30'/ 9.2m	45'/ 13.7m	67'/ 20m

PHOTOMETRICS with 4000w LAMP

SPOT					
FOOTCANDLES/ LUX	4580/49,299	2035/21,905	1145/12,325	509/5479	286/3078
MIN. DIA. IRIS CLOSED	1'/ 30cm	1.5'/ 46cm	2'/ 61cm	3'/ 92cm	4'/ 102cm
MAX. DIAMETER	6'/ 1.8m	9'/ 2.7m	12'/ 3.6m	18'/ 5.4m	27'/ 8.1m
FLOOD					
FOOTCANDLES/ LUX	1169/12,583	520/5597	292/3143	130/1399	73/786
MAX. DIA.	15'/ 4.6m	22.5'/ 7m	30'/ 9.2m	45'/ 13.7m	67'/ 20m

PO BOX 214 KINGS HIGHWAY SUGAR LOAF NY 10981 USA PH. +1 (845) 469-2285 FAX +1 (845) 469-5355
e-mail: info@lycian.com website: www.lycian.com
PH. +1 (845) 469-2285 FAX +1 (845) 469-5355



LYCIAN
STAGE LIGHTING



PH: 845-469-2285

"Quality By Design"

... North America's largest followspot manufacturer!

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LYCIAN'S THREE YEAR LIMITED WARRANTY

****New warranty terms effective 3/16/2001****

All LYCIAN followspots are warranted against defects in workmanship or materials for 3 years from date of shipment. LED's are warranted for a period of 5 years from date of shipment (excluding age related lumen maintenance). If Lycian determines the product to be defective it will, at its sole discretion repair or replace the defective part(s). Lycian does not warrant its product against defects caused by accident, negligence, improper use, or any other cause not related to defects in workmanship or materials. Lycian's determination shall be final in determining defectiveness. Lycian's liability is limited only to the repair or replacement of any defective product and does not include any incidental or consequential damages of any kind.

Exclusions include but are not limited to xenon reflectors and lamps which are warranted by their manufacturers. For products Lycian does not manufacture Lycian grants the same warranty as the manufacturer of that product.

If warranty parts are required, Lycian agrees to pay outgoing destination ground charges on the aforementioned items. If expedited service is required prior to Lycian receiving the suspect parts a credit card payment is required. If the returned parts are returned within 45 days and found to be defective the payment will be credited.

All warranty parts will be invoiced to the customer until faulty parts are returned to Lycian for evaluation. These must be returned within 45 days of replacement parts having been shipped or warranty is void and parts/shipping become billable item.

Returned product will not be accepted unless a return authorization has been issued by Lycian customer service.

Returns lacking visibly marked RA# will not be accepted. Product must be returned to:

Lycian Stage Lighting
1144 Kings Highway
Sugar Loaf, NY 10981

This warranty is in lieu of all warranties expressed or implied and no representative or person is authorized to assume any other liability.

SUMMARY OF FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT LB 1300, NEBRASKA LEGISLATURE (2024), Neb. Rev. Stat. §73-901 to §73-907

Legislative Intent:

The Foreign Adversary Contracting Prohibition Act was passed and signed by the Governor on April 16, 2024, pursuant to LB 1300, with an emergency clause attached for certain sections including sections 7-13 for the Foreign Adversary Contracting Prohibition Act. It is codified under Neb. Rev. Stat. §73-901 to §73-907.

Purpose: The Legislature finds that dealing with commercial entities organized under the laws of a foreign adversary or with a principal place of business within a foreign adversary tend to carry increased political risk and threaten state security and the privacy of residents. In response to the risk, the Act prohibits public entities, including a political subdivision and any entity acting on behalf of the political subdivision, from entering into contracts with companies organized under the laws of or controlled by the government of a foreign adversary for technology related products or services for performance of the contract. The Act requires the political subdivision to obtain a certification from any company providing technology related products or services to certify they are not a scrutinized company, organized under the laws of, or controlled by a foreign adversary.

Under the bill, a scrutinized company shall not bid on, submit a proposal for, or enter into, directly or indirectly through a third party, any contract or contract renewal with any public entity for any technology-related public product or service, (See Neb. Rev. Stat. §73-904). No public entity shall enter into any contract or renewal that results in state or local government funds being transferred to a scrutinized company in connection with any technology related product or service in performance of the contract or to any company in connection with any technology related product or service that originates with a scrutinized company. (See Neb. Rev. Stat. §73-906).

Certification – Not a Scrutinized Company

A public entity shall require a company that submits a bid or proposal or enters into a contract or renewal for any technology related product or service to certify that the company is not a scrutinized company and that the company will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract and that any products or services to be provided do not originate with a scrutinized company. (See Neb. Rev. Stat. §73-905).

Definitions- Neb. Rev. Stat. §73-903

Under the Act, the following terms have the following meanings:

Company means: any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association that exists for the purpose of making a profit, including all wholly owned subsidiaries, majority owned subsidiaries, parent companies, or affiliates of any such entity or business association.

Foreign adversary means: a foreign adversary as determined pursuant to 15 CFR 7.4. Per 15 CFR 7.4 foreign adversaries include the People's Republic of China, including the Hong Kong Special Administrative Region (China); Cuba, Iran, North Korea, Russia, and Maduro Regime.

Owned in whole or in part means: (a) For a publicly traded company, any share of ownership that entails the ability to direct or influence the operations of the company, the ability to appoint or discharge any board members, officers, or directors, or any other rights beyond those available to a retail investor holding an equivalent share of ownership; and (b) For a privately held company, any share of ownership.

Public entity means: the state or any department, agency, commission, or other body of state government, including publicly funded institutions of higher education, any political subdivision of the state, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any such public entity.

Scrutinized company means:

- (a) Any company organized under the laws of a foreign adversary or having its principal place of business within a foreign adversary, and any subsidiary of any such company; or
- (b) Any company owned in whole or in part or operated by the government of a foreign adversary, an entity controlled by the government of a foreign adversary, or any subsidiary or parent of any such company; or

(c) Any company that sells to a public entity a final technology-related product or service that originates with a company described in (a) or (b) above, without incorporating that product or service into another final product or service.

Technology-related product or service means: a product or service used for information systems, surveillance, light detection and ranging, or communications. Although there are no definitions provided in the legislation, the city offers the following examples to aid companies as they prepare and submit the certification:

- a. For information systems, this would include technology related products and services used by an organization to collect, transfer, organize, and store city information or that works together to transform data into useful information. Such products or services could include a collection of hardware, software, data centers, servers, the internet, and other hardware devices.
- b. For surveillance, this would include products and services used to monitor an individual's digital and physical actions and communications. This could include facial recognitions software, security cameras, and wearable computing devices,
- c. For light detection and ranging, this would include products and services that utilize Lidar technology to measure large areas of terrain through 3D models.
- d. For communications, this would include products and services for the acquisition, storage, management, transmission, or reception of data or information by the City and could include equipment such as computers, cell phones, telephones, video conferencing equipment, satellite, fiber optics, radio, or any other electronic device enabling the transfer of text, audio, or video content.

EXCEPTION FOR GOODS: A public entity may enter into a contract with a scrutinized company for goods manufactured by a scrutinized company if: there is no other reasonable option for procuring such good and the contract is preapproved by the Nebraska Department of Administrative Services and not procuring such good would pose a greater threat to the state than the threat associated with the good itself OR if the purchasing entity is an electric supplier that is not out of compliance with the Critical Infrastructure Protection requirements issued by the North American Electric Reliability Corporation. (See Neb. Rev. Stat. §73-906(2)).

NULL AND VOID: Any contract entered into in violation of the Act shall be null and void. (See Neb. Rev. Stat. §73-907(1)).

PENALTY: Any scrutinized company that bids on or contracts or renews a contract for any technology related product or service or that violates the certification provided pursuant to the Act shall be liable for a civil penalty up to \$250,000 or twice the amount of the contract bid, or the amount of any losses suffered by the public entity as a result of such violation, whichever amount is higher. The contractor shall also be ineligible to enter into any contract with any public entity for a period of five years. The Attorney General may bring an action in any court of competent jurisdiction against any person that violates the Act. (See Neb. Rev. Stat. §73-907(2-3)).

NOTICE OF VIOLATION: If a public entity believes that a company has violated the certification process, they shall give the company notice of the alleged violation with 60 days to respond. After responding, the public entity has 60 days to make a final determination and if a violation has occurred may refer the matter to the Attorney General. A whistleblower provision allows any individual to report suspected violations to the Attorney General. (See Neb. Rev. Stat. §73-907(4-5)).

PROCESS: All bid proposals, contracts, and contract renewals need to have a [Certification Form](#) submitted by the contractor and attached to the contract and the Foreign Adversary Contracting Prohibition Act Certification contract clause should be included in all contracts and renewals. If the contractor indicates on the form they are not supplying technology related goods or services, the contractor will not need to resubmit another certification form for any subsequent renewals.

**FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT
CERTIFICATION FORM FOR
TECHNOLOGY RELATED PRODUCT OR SERVICES**

For the purposes of complying with the Foreign Adversary Contracting Prohibition Act (“the Act”), Neb. Rev. Stat. §73-901 to §73-907, I attest and certify as follows:

Name of Company Harvest AV Solutions LLC.

Check all that apply:

- ☒ I am authorized to attest and certify as the owner of the Company, in whole or in part, or as an authorized representative of the Company, to make the certifications required herein.
- ☒ The Company is providing technology related products and/or services to the public entity and is not a scrutinized company as defined in the Act; it is not subcontracting with a scrutinized company under the Act; and the technology related products and/or services provided herein do not originate with a scrutinized company under the Act.
- ☐ The Company is not providing technology related goods or services as defined under the Act.
- ☐ The Company is a scrutinized company and has entered into an Agreement or an Agreement Renewal with the public entity to provide a technology related good manufactured by a scrutinized company that meets the exception for the provision of a technology related good by a scrutinized company.
- ☒ I hereby attest and certify on behalf of the Company that the responses and information provided on this form are true, complete, and accurate. The Company understands that any scrutinized company that violates this Act or that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and that such violation may void the contract.

PRINT NAME: Brad Cunningham
(First, Middle, Last)

SIGNATURE: Brad Cunningham

TITLE: Estimator

DATE: 10-02-2024

Insurance Requirements

Submitted on	27 September 2023, 12:51PM
Receipt number	1089
Related form version	18

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

DEFINITIONS: For purposes of these Requirements, the following definitions apply:

- **"Agreement"** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **"City"** shall mean the City of Lincoln, NE.
- **"COI"** shall mean a Certificate of Insurance.
- **"Contractor"** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **"County"** shall mean the County of Lancaster, Nebraska.
- **"Owner(s)"** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **"PBC"** shall mean the Lincoln-Lancaster County Public Building Commission.
- **"Site"** shall mean the location the Work is being completed and/or delivered to.
- **"WHJPA"** shall mean the West Haymarket Joint Public Agency.
- **"Work"** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to the following: WHJPA

PROVISIONS:

- 3. Commercial General Liability
- 4. Automobile Liability
- 5. Workers' Compensation

Contractor shall comply with the following provisions:

1. Insurance; Coverage Information

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Deductibles/Retentions: Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

Self-Insurance: In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of Nebraska Certificate of Self-Insurance for Workers' Compensation.

Owner(s) checked below shall be listed as the Certificate Holder on the COI using the following address: 555 S. 10th St., Lincoln, NE 68508

West Haymarket Joint Public Agency

2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.

3. Commercial General Liability: The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
- C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

4. Automobile Liability: The Contractor shall have, maintain, and provide proof of Automobile Liability insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
- C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

5. Workers' Compensation; Employers' Liability: The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
- B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
- C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.

Subcontractors: The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

Cancellation/Renewal Notice: Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

Owner's Option: Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

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 Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

Minimum Rating - Insurer: 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-" VIII, unless Owner has expressly approves in writing.

Reservation of Rights: The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

Sovereign Immunity: Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

No Waiver by Owner: Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

Claims-made Tail Coverage: Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

E-mail Address (Internal use only)

smulder@lincoln.ne.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2024

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 Hub International Mid-America 9200 Ward Pkwy Suite 500 Kansas City MO 64114	CONTACT NAME: Certificate Department	
	PHONE (A/C, No, Ext): 816-708-4600 FAX (A/C, No): 816-203-4425 E-MAIL ADDRESS: HUB-KC.Certificates@HUBInternational.com	
INSURED Harvest AV Solutions, LLC 1111 Virginia Ave North Kansas City MO 64106	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Accident Fund General Insurance Company	12304
	INSURER B: Hanover Insurance Company	22292
	INSURER C: Citizens Insurance Company of America	31534
	INSURER D: Allmerica Financial Benefit Insurance Company	41840
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1135981875**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
C	<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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	ZBK-J424588-01	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AWKJ39802101	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<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 \$	Y	Y	UH4-J4245990-01	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AFWCP100026177	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Contract for Annual Service - Followspot - Pinnacle Bank Arena, Bid No. 24-192; City of Lincoln, Lancaster County, Lincoln-Lancaster County Public Building Commission, and West-Haymarket Joint Public Agency are Additional Insured as respects the General, Auto and Umbrella Liability policies. Waiver of Subrogation applies in favor of Additional Insured as respects the General, Auto, Umbrella and Workers Compensation policies when required by written contract, per policy provisions and as allowed by law.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln, Lancaster County,
Lincoln-Lancaster County,
Public Building Commission,
West-Haymarket Joint Public Agency
555 S. 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

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

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to SECTION V – DEFINITIONS:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Aggregate Limit per Location	Included
3.	Alienated Premises	Included
4.	Broad Form Named Insured	Included
5.	Extended Property Damage	Included
6.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
7.	Mobile Equipment Redefined	Included
8.	Personal Injury – Broad Form	Included
9.	Product Recall Expense	
	- Product Recall Expense Each Occurrence Limit	\$25,000
	- Product Recall Expense Aggregate Limit	\$50,000
	- Product Recall Deductible	\$500
10.	Property Damage Legal Liability – Broad Form	
	- Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	\$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured – Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and

- (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration,

testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE:**
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
- 1. Required by the contract or agreement described in Paragraph a.; or

- 2. Available under the applicable Limits of Insurance shown in the Declarations;

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

2. Aggregate Limit Per Location

- a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

- b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS:**

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

3. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph j.(2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

- a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;
- b. That is not a partnership, joint venture or limited liability company; and
- c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

5. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph a. is replaced by the following:

a. Expected Or Intended Injury

Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

6. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – WHO IS AN INSURED, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

7. Mobile Equipment Redefined

SECTION V – DEFINITIONS, Definition 12. "Mobile Equipment", paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

8. Personal Injury – Broad Form

a. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions, subparagraph e. is deleted.

b. SECTION V – DEFINITIONS, Definition 14, "Personal and advertising injury" subparagraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to SECTION V – DEFINITIONS, Definition 14. "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. The following is added to SECTION V – DEFINITIONS:

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not

include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY is excluded either by the provisions of the Coverage Form or by endorsement.

9. Product Recall Expense

a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph n. is replaced by the following:

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

- b. The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 3.

COVERAGE A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE**:

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds:

(2) "Covered Recalls" initiated: or

(3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall

expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and

- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. The following definitions are added to **SECTION V – DEFINITIONS**:

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

"Product recall expense" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons, other than your regular "employees";
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expenses to rent additional warehouse or storage space;
- (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

10. Property Damage Legal Liability – Broad Form

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

- c. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, subparagraph b. **Excess Insurance**, item (a)(ii) is replaced by the following:

- (ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

- d. **SECTION V – DEFINITIONS**, Definition 9. "Insured contract", Paragraph a. is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to

premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT – TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Additional Insured – Employee and Volunteer Worker Broadened Bodily Injury Coverage	Included
3.	Aggregate Limit per Location	Included
4.	Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew	Included
5.	Alienated Premises	Included
6.	Broad Form Named Insured	Included
7.	Damage to your Product	\$50,000
8.	Extended Property Damage	Included
9.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
10.	Mobile Equipment Redefined	Included
11.	Personal Injury – Broad Form	Included
12.	Product Recall Expense	
	- Each Occurrence Limit	\$25,000
	- Aggregate Limit	\$50,000
	- Deductible	\$500
13.	Property Damage Legal Liability – Broad Form - Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	\$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured – Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance

which you are required by the contract or agreement to provide for such vendor;

- (3) Will not be broader than coverage provided to any other insured; and
- (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This

exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in sub-paragraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

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

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

2. Additional Insured – Employee and Volunteer Worker Broadened Bodily Injury Coverage

The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 2.a.(1):

Your "employees" and "volunteer workers" are insured for "bodily injury" that results from the providing of or failure to provide first aid by an "employee" or "volunteer worker", other than a licensed medical provider.

3. Aggregate Limit Per Location

- a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

- b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS:**

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

4. Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew

The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. Exclusions, subparagraph g.:

This exclusion does not apply to:

g. Aircraft, Auto or Watercraft

An aircraft you do not own that is hired, chartered or loaned with a paid crew.

This exception does not apply if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

5. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph j.(2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

6. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

- Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;
- That is not a partnership, joint venture or limited liability company; and
- That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

7. Damage to Your Product

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph k. **Damage to Your Product** is replaced by the following:

"Property damage" to "your product" if caused by any of the following:

- Delay in, or failure to begin, complete or deliver, "your product";
- Loss of market;
- Any fraudulent, malicious, criminal or intentional act committed by an insured or with an insured's consent or knowledge; or
- Wear or tear, or gradual deterioration.

Subject to the Products Completed Operations Aggregate Limit, the Damage to "Your Product" Limit shown in the Schedule above is the most that we will pay because of all "property damage" to "your product" arising out of any one "occurrence".

Coverage provided by this section is subject to the Retention stated in the Declarations, and is subject to all other policy terms and conditions.

8. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph a. is replaced by the following:

a. Expected or intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

9. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – WHO IS AN INSURED, Paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

10. Mobile Equipment Redefined

SECTION V – DEFINITIONS, Definition 12. "Mobile Equipment", paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

11. Personal Injury – Broad Form

a. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions, subparagraph e. is deleted.

b. SECTION V – DEFINITIONS, Definition 14, "Personal and advertising injury" subparagraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to SECTION V – DEFINITIONS, Definition 14. "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment,

prospective employment or termination of any person or persons by an insured.

d. The following is added to **SECTION V – DEFINITIONS:**

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

12. Product Recall Expense

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions,** subparagraph n. is replaced by the following:

n. **Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

- (4) Failure of any products to accomplish their intended purpose;
- (5) Breach of warranties of fitness, quality, durability or performance;
- (6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II – WHO IS AN INSURED, Paragraph 3.:**

COVERAGE A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE:**

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the

Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and
- (2) Cease any further release, shipment, consignment or any other method of

distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. The following definitions are added to **SECTION V – DEFINITIONS**:

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

"Product recall expense" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons, other than your regular "employees";
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expenses to rent additional warehouse or storage space;
- (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

13. Property Damage Legal Liability – Broad Form

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

- a. \$1,000,000; or
b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage

results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

- c. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, subparagraph b. **Excess Insurance**, item (a)(ii) is replaced by the following:

- (ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

- d. **SECTION V – DEFINITIONS**, Definition 9. "Insured contract", Paragraph a. is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. The following is added to SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

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

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. CANCELLATION EXTENSION

Paragraph A. CANCELLATION 2. b. of the COMMON POLICY CONDITIONS is replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

- d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

SECTION I - COVERED AUTOS

2. EMPLOYEE HIRED "AUTOS"

Description Of Covered Auto Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

SECTION II - LIABILITY COVERAGE

3. BROADENED NAMED INSURED

The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph 1. Who Is An Insured provision:

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

4. EMPLOYEES AS INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. Who Is An Insured provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. Coverage Extensions provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the **SECTION II - LIABILITY COVERAGE**, B. Exclusions Paragraph 5. Fellow Employee exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, A.1. COVERAGE:

d. Expense Of Returning A Stolen "Auto"

We will pay for the expense of returning a covered "auto" to you.

e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

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

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$2,000.

8. GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, A. COVERAGE paragraph 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:

Any deductible shown in the Declarations as applicable to the

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. TRANSPORTATION EXPENSE

Paragraph 4. Coverage Extension. of **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. Coverage Extension

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. HIRED AUTO PHYSICAL DAMAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your

direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

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

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

11. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

6. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives

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or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered auto at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing

equipment is permanently installed in the covered "auto", and

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

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$500.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. Deductibles applicable to PHYSICAL DAMAGE COVERAGE, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the

covered "auto". If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.
2. \$3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.**

13. AIRBAG COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, paragraph 3.**

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership; or
 - (3) An executive officer or insurance manager if you are a corporation.

17. BLANKET WAIVER OF SUBROGATION

Paragraph 5. Transfer Of Rights Of Recovery Against Others To Us, **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

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**5. Transfer Of Rights Of Recovery
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO
DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions, paragraph 2. Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO - WORLDWIDE
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions, paragraph 7. Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. MENTAL ANGUISH

Paragraph C. "Bodily injury", **SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

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

City of Lincoln, Lancaster County, Lincoln-Lancaster
County Public Building Commission, West-Haymarket Joint
Public Agency

555 S. 10th Street

Lincoln, NE 68508

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

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

Endorsement Effective **06/01/2024** Policy No. **AF WCP 100026177 04**
Insured **HARVEST PRODUCTIONS LLC**

Endorsement No.
Premium: **\$73**

Insurance Company **ACCIDENT FUND NATIONAL** Countersigned by _____
INSURANCE COMPANY

INSTRUCTIONS TO BIDDERS

"Owner(s)" shall mean any, all, or a combination of the City of Lincoln, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency.

1. **BIDDING PROCEDURE**

- 1.1. Bidders shall use the electronic bid system for submitting solicitation responses and must complete all required fields.
- 1.2. **EBID/IONWAVE REGISTRATION**
Bidders must be registered on the Owner's Ebid site to submit a response to any solicitation.
 - 1.2.1 To register in Ebid, click on this link: <https://col.ionwave.net/Login.aspx>
 - 1.2.2. Click on "Supplier Registration" in blue box and follow the instructions to complete the registration.
- 1.3. Solicitation responses will not be accepted after the closing time and date.
- 1.4. Bidders should include any deviations of the solicitation documents and the proposed replacement language on company letterhead and attach in the Response Attachment tab in Ebid. Failure to include deviations with the solicitation response will indicate the Bidder agrees to all terms and conditions outlined in the solicitation documents with no exceptions. The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner. Deviations that are not acceptable to the Owner and not negotiable, may result in the Bidder being deemed as "non-responsive" and rejection of the response.
- 1.5. Bidders shall not attempt to influence or discuss this solicitation with any Owner employee, elected official, agent, or evaluator other than the Purchasing Staff through the award process.
 - 1.5.1 Failure to follow this requirement may result in immediate disqualification of your response.
 - 1.5.2 From the date the solicitation is issued until the award notification is issued, communication is limited to the Purchasing staff. After the award notification is issued, the Bidder may communicate with individuals of the Owner responsible for negotiating the contract.
- 1.6. The Owner reserves the right to reject a response, withdraw an award notification, or terminate a contract if it is determined there has been a violation of these purchasing procedures.
- 1.7. If bidding on a construction contract, the Owner's most current Standard Specifications for Municipal Construction shall apply, found at: <https://www.lincoln.ne.gov/Owner/Departments/LTU/Transportation/Standards/Standard-Specs>.

2. **CLARIFICATION OF BIDDING DOCUMENTS**

- 2.1 Bidders shall promptly notify Purchasing staff of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents.
- 2.2 Questions regarding the meaning, interpretation or clarification of any solicitation provision should be submitted through Ebid under the Questions tab. The Owner is not obligated to respond to questions that are received after the Question Cutoff date and time in Ebid.
- 2.3 Changes made to the bidding documents may be issued electronically via addendum in Ebid. Addendums are issued by Purchasing prior to the closing date for solicitations which modify or interpret the bidding document by addition, deletion, clarification, or correction.
- 2.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owner; and Bidders shall not rely upon such interpretations or changes.

3. **INDEPENDENT PRICE DETERMINATION**

- 3.1 By electronically signing and submitting a response, the Bidder agrees the submitted pricing has 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 submitted in the response have not been knowingly disclosed by the Bidder prior to the solicitation 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 response for the purpose of restricting competition.

4. **BRAND NAMES/ALTERNATES**

- 4.1 If alternates are allowed, it is the Bidder's responsibility to identify any alternate items and prove to the satisfaction of the Owner that said item is equal to, or better than, the product specified.
 - 4.1.1 Alternate items shall be stated in the appropriate space in Ebid Line Item, or if the Ebid Line Item does not contain blanks for alternates, Bidder should attach a statement in Ebid on Company letterhead 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.
 - 4.1.2 Bidders must indicate any variances by item number from the bidding document no matter how slight.
- 4.2 If alternates are not stated in the response, it will be assumed that the item being provided fully complies with the Owner's solicitation documents.

5. DEMONSTRATIONS/SAMPLES

- 5.1. If requested by the Owner, Bidders shall provide and/or demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request.
- 5.2. Such demonstration(s) can be at the Owner delivery location or a surrounding community.
- 5.3. 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 Owner of acceptable goods. The Bidder should indicate how samples are to be returned.
- 5.4. When requested, samples will be furnished at the Bidder's expense prior to the closing of the solicitation, unless another time is specified. Each sample should be labeled clearly, and identify the Bidder's name, the solicitation number and title, item number, and the brand and model number, if applicable. Samples submitted must be the commodities or equipment which would be delivered if awarded the solicitation.
- 5.5. The Owner reserves the right to request samples even though this may not have been set forth in the solicitation.
- 5.6. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Bidder wishes to have the sample returned, it will be returned at the Bidder's expense upon request.
- 5.7. The sample will not be returned until thirty (30) calendar days after any protest or the execution of a contract. The Bidder shall have ten (10) calendar days to arrange for the return of the sample following any of the above dates. If no request from the Bidder is received within the above dates, the Owner reserves the right to use, donate, or surplus the samples in accordance with the Owner's policies.

6. DELIVERY (Non-Construction)

- 6.1. The Owner reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the specified time(s).
- 6.2. All prices shall be based upon inside delivery of the equipment/merchandise F.O.B. Destination to the Owner at the location specified by the Owner, with all transportation charges paid.
- 6.3. 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 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.

7. WARRANTIES AND GUARANTEES

- 7.1. Warranties, guarantees, and maintenance policies should be uploaded in Ebid in the Response Attachments tab.
- 7.2. Bid specifications shall set forth warranties and guarantees. If not described therein, then as a minimum requirement of the Owner, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance of products shall be replaced at no expense to the Owner. Replacement parts of defective components shall be shipped at no cost to the Owner. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder. Work performed for services shall include a one (1) year warranty beginning upon completion of services. There shall be an additional one (1) year warranty for defects in services rendered beginning on the date that the defects are corrected.

8. BID SECURITY, (if required)

- 8.1. Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with the solicitation, as indicated on the solicitation.
 - 8.1.1. Bid security, if required, shall be in the amount specified in the solicitation. The bid security may be scanned and attached to the Response Attachments section of your response in Ebid. 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 closing.
 - 8.1.2. If the bid security is not received in the office of the Purchasing Division as stated above, the Bidder may be determined to be non-responsive.
- 8.2. 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.
- 8.3. Such bid security may be returned to the unsuccessful Bidders when the award of the solicitation is made.
 - 8.3.1. Bid security may be returned to the successful Bidder(s) as follows:
 - 8.3.2. For purchase orders, upon the delivery of all equipment or merchandise, and upon final acceptance by the Owner.
 - 8.3.3. For all other contracts, upon approval by the Owner of the executed contract and bonds.
- 8.4. Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 8.4.1. A contract has been executed and bonds have been furnished.
 - 8.4.2. The specified time has elapsed so the solicitations may be withdrawn.
 - 8.4.3. All responses have been rejected.
 - 8.4.4. Bid security will be forfeited to the Owner as full liquidated damages, but not as a penalty, if the Bidder fails or refuses to enter a contract on forms provided by the Owner, and/or if the Bidder fails to provide sufficient bonds or insurance within the period as established in this bidding document.

9. REFERENCE CHECKS

- 9.1. The Owner reserves the right to conduct and consider reference checks. By submitting a response to this solicitation, the Bidder grants the Owner the right to contact or arrange a visit in person with any or all the Bidder's clients. Reference checks may be grounds to deem Bidder not responsible, not award, withdraw an award notification, or rescind the award of a contract.

10. SOLICITATION EVALUATION AND AWARD

- 10.1. The electronic signature shall be considered an offer on the part of the Bidder. The offer shall be deemed accepted upon issuance by the Owner of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2. No response shall be modified or withdrawn for a period of ninety (90) calendar days after closing date and time.
- 10.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4. The solicitation will be awarded to the lowest responsive, responsible Bidder whose offer will be most advantageous to the Owner, and as the Owner deems will best serve the requirements and interests of the Owner.
- 10.5. The Owner reserves the right to accept or reject any or all responses; to request rebids; to award item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities; request a best and final offer (BAFO); such as shall best serve the requirements and interests of the Owner.
- 10.6. 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 Owner. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 10.7. The Owner reserves the right to reject irregular responses that contain unauthorized additions, conditions, alternate responses, or irregularities that make the solicitation incomplete, indefinite or ambiguous.
- 10.8. If allowed, any governmental agency may piggyback on any purchase order or contract established from this solicitation.

11. EXECUTION OF AGREEMENT

- 11.1. Depending on the type of service or commodity provided, one of the following methods will be employed.
 - 11.1.1. **PURCHASE ORDER**

A copy of the Bidder's response (or referenced solicitation 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 solicitation documents.
 - 11.1.2. **CONTRACT**
 - 11.1.2.1 Owner will prepare and furnish a Contract to the successful Bidder.
 - 11.1.2.2 The successful Bidder shall provide proof of insurance as evidenced by a Certificate of Insurance, along with endorsements and waivers (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - 11.1.2.3 The prepared documents should be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 11.1.2.4 The Owner will sign and date the Contract when (a), (b), and (c) are completed.
 - 11.1.2.5 Upon approval and signature, the Owner will return one electronic copy to the successful Bidder.

12. LAWS

- 12.1. The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this solicitation and any contract reached as a result of this process.
- 12.2. Bidder agrees to abide by all applicable local, state, and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents, and patent rights.
- 12.3. If there are any conflicts or inconsistencies between the Bidder's documents and the Owner's documents, the Owner's documents shall control.

13. TAX ASSESSMENT

- 13.1. Any solicitation for public improvement shall comply with Nebraska Revised Statutes Sections 77-1323 and 77-1324. In that regard, 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.

14. EQUAL OPPORTUNITY

- 14.1. The Owner requires compliance with all federal, state, and local laws, rules, and regulations regarding equal opportunity for all Bidders and encourages minority businesses, women's businesses, and locally owned business enterprises to participate in our bidding process.

15. LIVING WAGE, (if applicable)

- 15.1. The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 15.2. If the contract is subject to the Owner's Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the Owner's Living Wage. This wage is subject to change every July.

16. INSURANCE

- 16.1. Bidders shall take special notice of the insurance provisions required for Owner contracts (if applicable, see *Insurance Requirements in the Attachments tab in Ebid*).

17. TAXES AND TAX EXEMPTION CERTIFICATE

- 17.1. The Owner is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 17.2. The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. AUDIT

- 18.1. All parties of any Owner agreement shall be subject to audit 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.

19. E-VERIFY

- 19.1. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the awarded Bidder 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 winning Bidder 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 winning Bidder 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.

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Contract between the West Haymarket Joint Public Agency and Nebraska
4 Hoist and Crane, for annual service for scoreboard cabling replacement at the Pinnacle Bank
5 Arena, for a total amount not to exceed \$47,926.84, pursuant to Bid No. 25-010, is hereby approved
6 and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is
7 hereby authorized to execute said Contract.

Adopted this _____ day of January, 2025.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

CONTRACT DOCUMENTS

**West Haymarket Joint Public Agency
Lincoln, Nebraska**

**Annual Service
Scoreboard Cabling Replacement for PBA
Bid No. 25-010**

**Nebraska Hoist and Crane
13973 Valley Ridge Dr
Omaha, NE 68138
(402)614-8011**

West Haymarket Joint Public Agency Contract Terms

THIS CONTRACT, made and entered into by and between **Nebraska Hoist and Crane, 13973 Valley Ridge Dr., Omaha, NE 68138** hereinafter called Contractor, and the West Haymarket Joint Public Agency, Lincoln, Nebraska, a municipal corporation, hereinafter called the JPA.

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

Annual Service – Scoreboard Cabling Replacement for Pinnacle Bank Arena, Bid No. 25-010

and,

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

WHEREAS, the JPA, in the manner prescribed by law has been 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 JPA 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 JPA's award of this Contract to the Contractor, such award being based on the acceptance by the JPA of the Contractor's Proposal, or part thereof, as follows:

Agreement to Full Proposal

2. The JPA 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 JPA:

The JPA will pay for products/services, 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 \$47,926.84.

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. 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 JPA 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 JPA 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 JPA and employees of the JPA shall not be deemed to be employees of the Contractor. The Contractor and the JPA shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the JPA'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. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION: In accordance with the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. §73-901 to §73-907, a public entity shall require a company that submits a bid, or proposal, or enters into any contract or contract renewal with any public entity, to certify that the company is not a scrutinized company and will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company. As such the Contractor agrees to do one of the following:
- (A) If the Contractor is providing technology related goods or services under the Act, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the Contractor is not a scrutinized company and attach it to the Agreement; or
 - (B) If the Contractor is not providing technology related goods or services under the Act, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the Contractor is not providing such services and is not subject to the Act; or
 - (C) If the Contractor is providing technology related goods under the Act, and Contractor is a scrutinized company that qualifies under Neb. Rev. Stat. §73-906(2) as an exception for the provision of manufactured goods only, Contractor agrees to complete and sign a [Certification Form](#) as provided by the JPA certifying that the contractor is a scrutinized company that meets the exception provided under the Act.

8. PERIOD OF PERFORMANCE: The work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be no later than June 15, 2025.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Supplier Response
 3. Scoreboard Hoist Cable
 4. Employee Classification Act, Executive Order 83319
 5. Employee Classification Act Affidavit
 6. Summary of Foreign Adversary Contracting Prohibition Act
 7. Foreign Adversary Contracting Prohibition Act Certification Form
 8. Insurance Requirements
 9. Certificate of Insurance and Endorsements
 10. Instructions to Bidders
 11. 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 JPA 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 JPA do hereby execute this contract upon completion of signature on:

Vendor Signature Page

West Haymarket Joint Public Agency Signature Page

Vendor Signature Page

CONTRACT
Annual Service
Scoreboard Cabling Replacement for Pinnacle Bank Arena
Bid No. 25-010
West Haymarket Joint Public Agency
Nebraska Hoist and Crane

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:

Nebraska Hoist LLC

Name of Organization

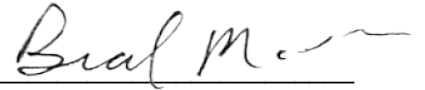
LLC

Type of Organization

13973 Valley Ridge Drive, Omaha, NE 68138

Address

By: Brad Mixan
Member



By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

**West Haymarket Joint Public Agency
Signature Page**

**CONTRACT
Annual Service
Scoreboard Cabling Replacement for Pinnacle Bank Arena
Bid No. 25-010
West Haymarket Joint Public Agency
Nebraska Hoist and Crane**

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

West Haymarket Joint Public Agency

Leirion Gaylor Baird, Mayor
Chairperson of the West Haymarket Joint Public Agency
Board of Representatives

Approved Order No. _____

dated _____



25-010

Nebraska Hoist and Crane Supplier Response

Event Information

Number: 25-010
Title: Scoreboard Cabling Replacement for Pinnacle Bank Arena
Type: Notice to Bidders
Issue Date: 12/23/2024
Deadline: 1/8/2025 02:00 PM (CT)

Contact Information

Contact: Sharon Mulder
Address: 440 South 8th Street
Suite 200
Other, Nebraska 68508
Phone: (402) 441-7428
Email: smulder@lincoln.ne.gov

Nebraska Hoist and Crane Information

Contact: Jimmy Rector
Address: 13973 Valley Ridge Dr.
Omaha, NE 68138
Phone: (402) 614-8011
Fax: (402) 614-4819
Email: jimmy@nebraskahoist.com
Web Address: www.nebraskahoist.com

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

James W Rector

Signature

Submitted at 1/7/2025 12:11:40 PM (CT)

jimmy@nhccranes.com

Email

Requested Attachments

Foreign Adversary Contracting Prohibition Act Form

Foreign Adversary Contracting
Prohibition Act Certification
Form.pdf

Complete and upload the certification form in the Attachments tab in Ebid.

Response Attachments

2025 EE Classification Act Affidavit.pdf

Classification Act aff.

United States Citizenship Attestation Form.pdf

US Citizenship form

Bid Attributes

1 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

☒ Yes

2 Insurance Requirements and Endorsements

Contractor agrees to provide required insurance coverage and comply with each provision listed in the **Insurance Requirements** attached in EBid. Submission of the **Certificate of Insurance** and the applicable **endorsements**. **Bidders are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid closing in order to expedite the contract execution process.**

☒ Yes

3 Draft Sample Contract

I acknowledge reading and understanding the draft sample contract.

☒ Yes

4 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes

5 Contract Contact

The Purchasing Department issues Contracts via email to a designated contact person of the awarded Bidder. This designee should be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract to be awarded.

Denise Petersen denise@nhccranes.com (402) 614-8011 ext: 102

6 Assignment

Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the City.

☒ Yes

7 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

8 Employee Class Act Affidavit

I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319. If awarded the contract, I will abide by the law, notarize and attach the Employee Classification Act Affidavit to the contract.

☒ Yes

9 Foreign Adversary Contracting Prohibition Act

I hereby understand and agree to comply with the requirements of the Foreign Adversary Prohibition Act and have completed and uploaded the certification form in the Response Attachments tab in Ebid.

If a Vendor indicates on such certification form that the company is a scrutinized company, the Vendor must meet the exception requirements under the Act and agrees to provide documentation to verify the exception requirements with the bid response.

Vendor further understands and agrees that any scrutinized company that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and such violation may void the contract.

☒ Foreign Adversary Contracting Prohibition Act

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

Yes

1 1	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 an 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.) <input checked="" type="checkbox"/> Yes

Bid Lines

1	Lump Sum bid for the cabling and installation per specifications
	Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Unit Price: \$47,926.84 Total: \$47,926.84

Response Total: \$47,926.84

Scoreboard Cabling Replacement for Pinnacle Bank Arena

1. GENERAL NOTICE

- 1.1 The City of Lincoln, hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s); new cabling for the scoreboard hoist for Pinnacle Bank Arena requires the following:
 - 1.1.1 New scoreboard hoist cabling and all necessary parts
 - 1.1.2 Installation labor
 - 1.1.3 Freight
- 1.2 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all the requirements, is the most advantageous to the City, and as the City deems will best serve the interests of the City.
- 1.3 Vendor shall submit bid and all requested supporting documents via the City/County ebid system.
 - 1.3.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Division.
 - 1.3.2 To register, go to the City of Lincoln website at www.lincoln.ne.gov
 - Type "bid" into search box.
 - CLICK ON **Bids and Contracts**
 - CLICK ON **Supplier Registration**
 - Enter information as required.
 - 1.3.3 All fields marked with the red asterisk must be completed to register successfully.
- 1.4 Any deviation from these specifications or other documents associated with the bid must be documented on company letterhead and submitted prior to bid close.
- 1.5 All inquiries regarding these specifications shall be submitted in writing to Sharon Mulder, Assistant Purchasing Agent to (smulder@lincoln.ne.gov)
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addendum.
 - 1.5.2 No direct contact is allowed between Vendor and other City staff ~~to go~~ bid process.
 - 1.5.3 Failure to comply with this directive may result in Vendor's bid being rejected.
- 1.6 Work may be performed at the jobsite during operating hours which are from 8am – 5pm, Monday – Friday. Work outside of these days and times shall be subject to approval of the Owner depending on event schedule.
- 1.7 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.8 Payment will be made upon completion of installation and approval by the Owner's Representative.
- 1.9 The Project Manager for this project will be Ryan Weiss, Director of

Operations, Pinnacle Bank Arena.

2. PROJECT SCOPE

- 2.1 The Successful Contractor shall supply and install all new hoist cable for our electrolift scoreboard.
- 2.2 The cable will be installed when the new scoreboard is installed at Pinnacle Bank Arena in the first week of June, pending the demolition schedule of the current scoreboard.

3. HOIST CABLING EQUIPMENT

- 3.1 The bidder's "Lump" sum pricing in Ebid must reflect providing the following:
- 3.2 (4) Wire cable 426ft in length each.
- 3.3 (4) Thimble
- 3.4 (4) Cable Clips
- 3.5 (12) Dead End Clips
- 3.6 All necessary labor
- 3.7 All necessary shipping cost
 - 3.7.1 Note: PBA will provide all necessary lifts to install new wire rope.

4. DELIVERY AND INSTALLATION

- 4.1 Pricing shall include F.O.B delivery:
 - Pinnacle Bank Arena
 - 400 Pinnacle Arena Drive
 - Lincoln, NE 68508
- 4.2 Delivery will be to the loading dock.
- 4.3 Delivery shall be between the hours of 8:00 am to 4:30 pm Monday through Friday and must work around the event schedule.
- 4.4 Awarded Vendor must coordinate delivery of equipment with the Owners, providing a twenty-four-hour notice prior to delivery.

5. EVALUATION CRITERIA

- 5.1 Evaluation of bids will consist of the following:
 - 5.1.1 Contract will be awarded to the lowest, responsible, responsive vendor whose bid substantially meets all the required specifications, duties, terms, and conditions as defined in this request.
 - 5.1.2 Programming and turnaround time should be within 24 hours.
 - 5.1.3 If any repairs are needed, they must be able to happen through a local distributor.
 - 5.1.4 The distributor should be within 50 miles of Pinnacle Bank Arena to help with immediate troubleshooting needs.
- 5.2 Vendor must hold pricing until end of January 2025, after approval from WHJPA board.



CITY OF LINCOLN
EXECUTIVE ORDER

NO. 083319

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employee, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the City of Lincoln Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the City of Lincoln and is a grounds for rescission of the contract by the City.

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

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the City of Lincoln

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

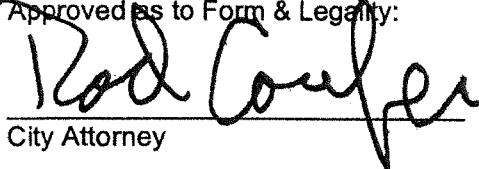
(7) This policy does not prohibit a contractor or subcontractor from hiring individuals to perform construction labor services as independent contractors, provided that the contractor's or subcontractor's use of such individuals as an independent contractor complies with the criteria found in subdivision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

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

Dated this 28 day of July, 2010.


Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:


City Attorney

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, I, James W Rector, 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 section 12 of this Act.
6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City 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: James Wynn Rector

(First, Middle, Last)

SIGNATURE: 

TITLE: Operations Manager

State of Nebraska)

County of SARPY)

) ss.

State of Nebraska – General Notary
DENISE M PETERSEN
My Commission Expires
March 23, 2025

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 7th day of JANUARY, 2025


Notary Public

SUMMARY OF FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT LB 1300, NEBRASKA LEGISLATURE (2024), Neb. Rev. Stat. §73-901 to §73-907

Legislative Intent:

The Foreign Adversary Contracting Prohibition Act was passed and signed by the Governor on April 16, 2024, pursuant to LB 1300, with an emergency clause attached for certain sections including sections 7-13 for the Foreign Adversary Contracting Prohibition Act. It is codified under Neb. Rev. Stat. §73-901 to §73-907.

Purpose: The Legislature finds that dealing with commercial entities organized under the laws of a foreign adversary or with a principal place of business within a foreign adversary tend to carry increased political risk and threaten state security and the privacy of residents. In response to the risk, the Act prohibits public entities, including a political subdivision and any entity acting on behalf of the political subdivision, from entering into contracts with companies organized under the laws of or controlled by the government of a foreign adversary for technology related products or services for performance of the contract. The Act requires the political subdivision to obtain a certification from any company providing technology related products or services to certify they are not a scrutinized company, organized under the laws of, or controlled by a foreign adversary.

Under the bill, a scrutinized company shall not bid on, submit a proposal for, or enter into, directly or indirectly through a third party, any contract or contract renewal with any public entity for any technology-related public product or service, (See Neb. Rev. Stat. §73-904). No public entity shall enter into any contract or renewal that results in state or local government funds being transferred to a scrutinized company in connection with any technology related product or service in performance of the contract or to any company in connection with any technology related product or service that originates with a scrutinized company. (See Neb. Rev. Stat. §73-906).

Certification – Not a Scrutinized Company

A public entity shall require a company that submits a bid or proposal or enters into a contract or renewal for any technology related product or service to certify that the company is not a scrutinized company and that the company will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract and that any products or services to be provided do not originate with a scrutinized company. (See Neb. Rev. Stat. §73-905).

Definitions- Neb. Rev. Stat. §73-903

Under the Act, the following terms have the following meanings:

Company means: any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association that exists for the purpose of making a profit, including all wholly owned subsidiaries, majority owned subsidiaries, parent companies, or affiliates of any such entity or business association.

Foreign adversary means: a foreign adversary as determined pursuant to 15 CFR 7.4. Per 15 CFR 7.4 foreign adversaries include the People's Republic of China, including the Hong Kong Special Administrative Region (China); Cuba, Iran, North Korea, Russia, and Maduro Regime.

Owned in whole or in part means: (a) For a publicly traded company, any share of ownership that entails the ability to direct or influence the operations of the company, the ability to appoint or discharge any board members, officers, or directors, or any other rights beyond those available to a retail investor holding an equivalent share of ownership; and (b) For a privately held company, any share of ownership.

Public entity means: the state or any department, agency, commission, or other body of state government, including publicly funded institutions of higher education, any political subdivision of the state, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any such public entity.

Scrutinized company means:

- (a) Any company organized under the laws of a foreign adversary or having its principal place of business within a foreign adversary, and any subsidiary of any such company; or
- (b) Any company owned in whole or in part or operated by the government of a foreign adversary, an entity controlled by the government of a foreign adversary, or any subsidiary or parent of any such company; or

(c) Any company that sells to a public entity a final technology-related product or service that originates with a company described in (a) or (b) above, without incorporating that product or service into another final product or service.

Technology-related product or service means: a product or service used for information systems, surveillance, light detection and ranging, or communications. Although there are no definitions provided in the legislation, the city offers the following examples to aid companies as they prepare and submit the certification:

- a. For information systems, this would include technology related products and services used by an organization to collect, transfer, organize, and store city information or that works together to transform data into useful information. Such products or services could include a collection of hardware, software, data centers, servers, the internet, and other hardware devices.
- b. For surveillance, this would include products and services used to monitor an individual's digital and physical actions and communications. This could include facial recognitions software, security cameras, and wearable computing devices,
- c. For light detection and ranging, this would include products and services that utilize Lidar technology to measure large areas of terrain through 3D models.
- d. For communications, this would include products and services for the acquisition, storage, management, transmission, or reception of data or information by the City and could include equipment such as computers, cell phones, telephones, video conferencing equipment, satellite, fiber optics, radio, or any other electronic device enabling the transfer of text, audio, or video content.

EXCEPTION FOR GOODS: A public entity may enter into a contract with a scrutinized company for goods manufactured by a scrutinized company if: there is no other reasonable option for procuring such good and the contract is preapproved by the Nebraska Department of Administrative Services and not procuring such good would pose a greater threat to the state than the threat associated with the good itself OR if the purchasing entity is an electric supplier that is not out of compliance with the Critical Infrastructure Protection requirements issued by the North American Electric Reliability Corporation. (See Neb. Rev. Stat. §73-906(2)).

NULL AND VOID: Any contract entered into in violation of the Act shall be null and void. (See Neb. Rev. Stat. §73-907(1)).

PENALTY: Any scrutinized company that bids on or contracts or renews a contract for any technology related product or service or that violates the certification provided pursuant to the Act shall be liable for a civil penalty up to \$250,000 or twice the amount of the contract bid, or the amount of any losses suffered by the public entity as a result of such violation, whichever amount is higher. The contractor shall also be ineligible to enter into any contract with any public entity for a period of five years. The Attorney General may bring an action in any court of competent jurisdiction against any person that violates the Act. (See Neb. Rev. Stat. §73-907(2-3)).

NOTICE OF VIOLATION: If a public entity believes that a company has violated the certification process, they shall give the company notice of the alleged violation with 60 days to respond. After responding, the public entity has 60 days to make a final determination and if a violation has occurred may refer the matter to the Attorney General. A whistleblower provision allows any individual to report suspected violations to the Attorney General. (See Neb. Rev. Stat. §73-907(4-5)).

PROCESS: All bid proposals, contracts, and contract renewals need to have a [Certification Form](#) submitted by the contractor and attached to the contract and the Foreign Adversary Contracting Prohibition Act Certification contract clause should be included in all contracts and renewals. If the contractor indicates on the form they are not supplying technology related goods or services, the contractor will not need to resubmit another certification form for any subsequent renewals.

**FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT
CERTIFICATION FORM FOR
TECHNOLOGY RELATED PRODUCT OR SERVICES**

For the purposes of complying with the Foreign Adversary Contracting Prohibition Act (“the Act”), Neb. Rev. Stat. §73-901 to §73-907, I attest and certify as follows:

Name of Company Nebraska Hoist LLC

Check all that apply:

- ☒ I am authorized to attest and certify as the owner of the Company, in whole or in part, or as an authorized representative of the Company, to make the certifications required herein.
- ☐ The Company is providing technology related products and/or services to the public entity and is not a scrutinized company as defined in the Act; it is not subcontracting with a scrutinized company under the Act; and the technology related products and/or services provided herein do not originate with a scrutinized company under the Act.
- ☒ The Company is not providing technology related goods or services as defined under the Act.
- ☐ The Company is a scrutinized company and has entered into an Agreement or an Agreement Renewal with the public entity to provide a technology related good manufactured by a scrutinized company that meets the exception for the provision of a technology related good by a scrutinized company.
- ☒ I hereby attest and certify on behalf of the Company that the responses and information provided on this form are true, complete, and accurate. The Company understands that any scrutinized company that violates this Act or that violates the certification may be subject to action by the Nebraska Attorney General, civil penalty, and that such violation may void the contract.

PRINT NAME: James Wynn Rector
(First, Middle, Last)

SIGNATURE: James W. Rector

TITLE: Operation Manager

DATE: 1/6/2025

Insurance Requirements

Submitted on	18 December 2024, 12:41PM
Receipt number	1755
Related form version	18

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

DEFINITIONS: For purposes of these Requirements, the following definitions apply:

- **"Agreement"** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **"City"** shall mean the City of Lincoln, NE.
- **"COI"** shall mean a Certificate of Insurance.
- **"Contractor"** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **"County"** shall mean the County of Lancaster, Nebraska.
- **"Owner(s)"** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **"PBC"** shall mean the Lincoln-Lancaster County Public Building Commission.
- **"Site"** shall mean the location the Work is being completed and/or delivered to.
- **"WHJPA"** shall mean the West Haymarket Joint Public Agency.
- **"Work"** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to the following: WHJPA

PROVISIONS:

- 3. Commercial General Liability
- 4. Automobile Liability
- 5. Workers' Compensation

Contractor shall comply with the following provisions:

1. Insurance; Coverage Information

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Deductibles/Retentions: Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

Self-Insurance: In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of Nebraska Certificate of Self-Insurance for Workers' Compensation.

Owner(s) checked below shall be listed as the Certificate Holder on the COI using the following address: 555 S. 10th St., Lincoln, NE 68508

West Haymarket Joint Public Agency

2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.

3. Commercial General Liability: The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
- C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

4. Automobile Liability: The Contractor shall have, maintain, and provide proof of Automobile Liability insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
- C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

5. Workers' Compensation; Employers' Liability: The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
- B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
- C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.

Subcontractors: The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

Cancellation/Renewal Notice: Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

Owner's Option: Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

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 Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

Minimum Rating - Insurer: 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-" VIII, unless Owner has expressly approves in writing.

Reservation of Rights: The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

Sovereign Immunity: Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

No Waiver by Owner: Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

Claims-made Tail Coverage: Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

E-mail Address (Internal use only)

rweiss@pinnaclebankarena.com

INSTRUCTIONS TO BIDDERS

"Owner(s)" shall mean any, all, or a combination of the City of Lincoln, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency.

1. **BIDDING PROCEDURE**

- 1.1. Bidders shall use the electronic bid system for submitting solicitation responses and must complete all required fields.
- 1.2. **EBID/IONWAVE REGISTRATION**
Bidders must be registered on the Owner's Ebid site to submit a response to any solicitation.
 - 1.2.1 To register in Ebid, click on this link: <https://col.ionwave.net/Login.aspx>
 - 1.2.2. Click on "Supplier Registration" in blue box and follow the instructions to complete the registration.
- 1.3. Solicitation responses will not be accepted after the closing time and date.
- 1.4. Bidders should include any deviations of the solicitation documents and the proposed replacement language on company letterhead and attach in the Response Attachment tab in Ebid. Failure to include deviations with the solicitation response will indicate the Bidder agrees to all terms and conditions outlined in the solicitation documents with no exceptions. The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner. Deviations that are not acceptable to the Owner and not negotiable, may result in the Bidder being deemed as "non-responsive" and rejection of the response.
- 1.5. Bidders shall not attempt to influence or discuss this solicitation with any Owner employee, elected official, agent, or evaluator other than the Purchasing Staff through the award process.
 - 1.5.1 Failure to follow this requirement may result in immediate disqualification of your response.
 - 1.5.2 From the date the solicitation is issued until the award notification is issued, communication is limited to the Purchasing staff. After the award notification is issued, the Bidder may communicate with individuals of the Owner responsible for negotiating the contract.
- 1.6. The Owner reserves the right to reject a response, withdraw an award notification, or terminate a contract if it is determined there has been a violation of these purchasing procedures.
- 1.7. If bidding on a construction contract, the Owner's most current Standard Specifications for Municipal Construction shall apply, found at: <https://www.lincoln.ne.gov/Owner/Departments/LTU/Transportation/Standards/Standard-Specs>.

2. **CLARIFICATION OF BIDDING DOCUMENTS**

- 2.1 Bidders shall promptly notify Purchasing staff of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents.
- 2.2 Questions regarding the meaning, interpretation or clarification of any solicitation provision should be submitted through Ebid under the Questions tab. The Owner is not obligated to respond to questions that are received after the Question Cutoff date and time in Ebid.
- 2.3 Changes made to the bidding documents may be issued electronically via addendum in Ebid. Addendums are issued by Purchasing prior to the closing date for solicitations which modify or interpret the bidding document by addition, deletion, clarification, or correction.
- 2.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owner; and Bidders shall not rely upon such interpretations or changes.

3. **INDEPENDENT PRICE DETERMINATION**

- 3.1 By electronically signing and submitting a response, the Bidder agrees the submitted pricing has 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 submitted in the response have not been knowingly disclosed by the Bidder prior to the solicitation 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 response for the purpose of restricting competition.

4. **BRAND NAMES/ALTERNATES**

- 4.1 If alternates are allowed, it is the Bidder's responsibility to identify any alternate items and prove to the satisfaction of the Owner that said item is equal to, or better than, the product specified.
 - 4.1.1 Alternate items shall be stated in the appropriate space in Ebid Line Item, or if the Ebid Line Item does not contain blanks for alternates, Bidder should attach a statement in Ebid on Company letterhead 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.
 - 4.1.2 Bidders must indicate any variances by item number from the bidding document no matter how slight.
- 4.2 If alternates are not stated in the response, it will be assumed that the item being provided fully complies with the Owner's solicitation documents.

5. DEMONSTRATIONS/SAMPLES

- 5.1. If requested by the Owner, Bidders shall provide and/or demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request.
- 5.2. Such demonstration(s) can be at the Owner delivery location or a surrounding community.
- 5.3. 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 Owner of acceptable goods. The Bidder should indicate how samples are to be returned.
- 5.4. When requested, samples will be furnished at the Bidder's expense prior to the closing of the solicitation, unless another time is specified. Each sample should be labeled clearly, and identify the Bidder's name, the solicitation number and title, item number, and the brand and model number, if applicable. Samples submitted must be the commodities or equipment which would be delivered if awarded the solicitation.
- 5.5. The Owner reserves the right to request samples even though this may not have been set forth in the solicitation.
- 5.6. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Bidder wishes to have the sample returned, it will be returned at the Bidder's expense upon request.
- 5.7. The sample will not be returned until thirty (30) calendar days after any protest or the execution of a contract. The Bidder shall have ten (10) calendar days to arrange for the return of the sample following any of the above dates. If no request from the Bidder is received within the above dates, the Owner reserves the right to use, donate, or surplus the samples in accordance with the Owner's policies.

6. DELIVERY (Non-Construction)

- 6.1. The Owner reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the specified time(s).
- 6.2. All prices shall be based upon inside delivery of the equipment/merchandise F.O.B. Destination to the Owner at the location specified by the Owner, with all transportation charges paid.
- 6.3. 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 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.

7. WARRANTIES AND GUARANTEES

- 7.1. Warranties, guarantees, and maintenance policies should be uploaded in Ebid in the Response Attachments tab.
- 7.2. Bid specifications shall set forth warranties and guarantees. If not described therein, then as a minimum requirement of the Owner, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance of products shall be replaced at no expense to the Owner. Replacement parts of defective components shall be shipped at no cost to the Owner. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder. Work performed for services shall include a one (1) year warranty beginning upon completion of services. There shall be an additional one (1) year warranty for defects in services rendered beginning on the date that the defects are corrected.

8. BID SECURITY, (if required)

- 8.1. Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with the solicitation, as indicated on the solicitation.
 - 8.1.1. Bid security, if required, shall be in the amount specified in the solicitation. The bid security may be scanned and attached to the Response Attachments section of your response in Ebid. 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 closing.
 - 8.1.2. If the bid security is not received in the office of the Purchasing Division as stated above, the Bidder may be determined to be non-responsive.
- 8.2. 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.
- 8.3. Such bid security may be returned to the unsuccessful Bidders when the award of the solicitation is made.
 - 8.3.1. Bid security may be returned to the successful Bidder(s) as follows:
 - 8.3.2. For purchase orders, upon the delivery of all equipment or merchandise, and upon final acceptance by the Owner.
 - 8.3.3. For all other contracts, upon approval by the Owner of the executed contract and bonds.
- 8.4. Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 8.4.1. A contract has been executed and bonds have been furnished.
 - 8.4.2. The specified time has elapsed so the solicitations may be withdrawn.
 - 8.4.3. All responses have been rejected.
 - 8.4.4. Bid security will be forfeited to the Owner as full liquidated damages, but not as a penalty, if the Bidder fails or refuses to enter a contract on forms provided by the Owner, and/or if the Bidder fails to provide sufficient bonds or insurance within the period as established in this bidding document.

9. REFERENCE CHECKS

- 9.1. The Owner reserves the right to conduct and consider reference checks. By submitting a response to this solicitation, the Bidder grants the Owner the right to contact or arrange a visit in person with any or all the Bidder's clients. Reference checks may be grounds to deem Bidder not responsible, not award, withdraw an award notification, or rescind the award of a contract.

10. SOLICITATION EVALUATION AND AWARD

- 10.1. The electronic signature shall be considered an offer on the part of the Bidder. The offer shall be deemed accepted upon issuance by the Owner of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2. No response shall be modified or withdrawn for a period of ninety (90) calendar days after closing date and time.
- 10.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4. The solicitation will be awarded to the lowest responsive, responsible Bidder whose offer will be most advantageous to the Owner, and as the Owner deems will best serve the requirements and interests of the Owner.
- 10.5. The Owner reserves the right to accept or reject any or all responses; to request rebids; to award item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities; request a best and final offer (BAFO); such as shall best serve the requirements and interests of the Owner.
- 10.6. 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 Owner. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 10.7. The Owner reserves the right to reject irregular responses that contain unauthorized additions, conditions, alternate responses, or irregularities that make the solicitation incomplete, indefinite or ambiguous.
- 10.8. If allowed, any governmental agency may piggyback on any purchase order or contract established from this solicitation.

11. EXECUTION OF AGREEMENT

- 11.1. Depending on the type of service or commodity provided, one of the following methods will be employed.
 - 11.1.1. **PURCHASE ORDER**

A copy of the Bidder's response (or referenced solicitation 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 solicitation documents.
 - 11.1.2. **CONTRACT**
 - 11.1.2.1 Owner will prepare and furnish a Contract to the successful Bidder.
 - 11.1.2.2 The successful Bidder shall provide proof of insurance as evidenced by a Certificate of Insurance, along with endorsements and waivers (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - 11.1.2.3 The prepared documents should be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 11.1.2.4 The Owner will sign and date the Contract when (a), (b), and (c) are completed.
 - 11.1.2.5 Upon approval and signature, the Owner will return one electronic copy to the successful Bidder.

12. LAWS

- 12.1. The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this solicitation and any contract reached as a result of this process.
- 12.2. Bidder agrees to abide by all applicable local, state, and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents, and patent rights.
- 12.3. If there are any conflicts or inconsistencies between the Bidder's documents and the Owner's documents, the Owner's documents shall control.

13. TAX ASSESSMENT

- 13.1. Any solicitation for public improvement shall comply with Nebraska Revised Statutes Sections 77-1323 and 77-1324. In that regard, 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.

14. EQUAL OPPORTUNITY

- 14.1. The Owner requires compliance with all federal, state, and local laws, rules, and regulations regarding equal opportunity for all Bidders and encourages minority businesses, women's businesses, and locally owned business enterprises to participate in our bidding process.

15. LIVING WAGE, (if applicable)

- 15.1. The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 15.2. If the contract is subject to the Owner's Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the Owner's Living Wage. This wage is subject to change every July.

16. INSURANCE

- 16.1. Bidders shall take special notice of the insurance provisions required for Owner contracts (if applicable, see *Insurance Requirements in the Attachments tab in Ebid*).

17. TAXES AND TAX EXEMPTION CERTIFICATE

- 17.1. The Owner is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 17.2. The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. AUDIT

- 18.1. All parties of any Owner agreement shall be subject to audit 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.

19. E-VERIFY

- 19.1. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the awarded Bidder 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 winning Bidder 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 winning Bidder 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.

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the Financial Audit and Management Letter and Report from Forvis Mazars, LLP, for
4 the period ending August 31, 2024, is hereby accepted.

5 The City Clerk is directed to return a fully-executed copy of this Resolution to Joe
6 Dondlinger, Finance Director.

Adopted this _____ day of January, 2025.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

Forvis Mazars Report to the Board of Representatives and Management

West Haymarket Joint Public Agency

Results of the 2024 Financial Statement Audit, Including Required Communications

August 31, 2024

Required Communications Regarding Our Audit Strategy & Approach (AU-C 260)

Overview & Responsibilities

Matter	Discussion
Scope of Our Audit	<p>This report covers audit results related to your financial statements:</p> <ul style="list-style-type: none">• As of and for the year ended August 31, 2024.• Conducted in accordance with our contract dated May 30, 2024.
Our Responsibilities	<p>Forvis Mazars is responsible for forming and expressing opinions about whether the financial statements that have been prepared by management, with the oversight of those charged with governance, are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP).</p>
Audit Scope & Inherent Limitations to Reasonable Assurance	<p>An audit performed in accordance with auditing standards generally accepted in the United States of America (GAAS) and <i>Government Auditing Standards</i> issued by the Comptroller General of the United States (GAGAS) is designed to obtain reasonable, rather than absolute, assurance about the financial statements. The scope of our audit tests was established in relation to the opinion unit being audited and did not include a detailed audit of all transactions.</p>
Extent of Our Communication	<p>In addition to areas of interest and noting prior communications made during other phases of the engagement, this report includes communications required in accordance with GAAS that are relevant to the responsibilities of those charged with governance in overseeing the financial reporting process, including audit approach, results, and internal control. The standards do not require the auditor to design procedures for the purpose of identifying other matters to be communicated with those charged with governance.</p>
Independence	<p>The engagement team, others in our firm, as appropriate, and our firm, have complied with all relevant ethical requirements regarding independence.</p>
Your Responsibilities	<p>Our audit does not relieve management or those charged with governance of your responsibilities. Your responsibilities and ours are further referenced in our contract.</p>

Matter	Discussion
Distribution Restriction	<p>This communication is intended solely for the information and use of the following and is not intended to be, and should not be, used by anyone other than these specified parties:</p> <ul style="list-style-type: none"> • Board of Representatives and Management • Others within the Agency

Government Auditing Standards

Matter	Discussion
Additional GAGAS Reporting	<p>We also provided reports as of August 31, 2024, on the following as required by GAGAS:</p> <ul style="list-style-type: none"> • Internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with GAGAS
Reporting Limitations	<p>Our consideration of internal control over financial reporting and our tests of compliance were not designed with an objective of forming an opinion on the effectiveness of internal control or on compliance, and accordingly, we do not express such an opinion.</p>

Qualitative Aspects of Significant Accounting Policies & Practices

Significant Accounting Policies

Significant accounting policies are described in Note 1 of the audited financial statements. The following accounting policies and practices are of significant importance to the Agency's financial statements:

- Fund accounting and the reconciliation of the governmental fund and government-wide financial statements
- Revenue recognition in accordance with contractual arrangements

With respect to new accounting standards adopted during the year, we call to your attention the following topics:

- No matters are reportable

Unusual Policies or Methods

With respect to significant unusual accounting policies or accounting methods used for significant unusual transactions (significant transactions outside the normal course of business or that otherwise appear to be unusual due to their timing, size, or nature), we noted the following:

- No matters are reportable

Alternative Accounting Treatments

We had discussions with management regarding alternative accounting treatments within GAAP for policies and practices for material items, including recognition, measurement, and disclosure considerations related to the accounting for specific transactions as well as general accounting policies, as follows:

- No matters are reportable

Management Judgments & Accounting Estimates

Accounting estimates are an integral part of financial statement preparation by management, based on its judgments. Significant areas of such estimates for which we are prepared to discuss management's estimation process and our procedures for testing the reasonableness of those estimates include:

- Federal interest subsidy receivable
- Estimated useful lives of capital assets and depreciation methods

Financial Statement Disclosures

The following areas involve particularly sensitive financial statement disclosures for which we are prepared to discuss the issues involved and related judgments made in formulating those disclosures:

- Disclosures about fair value of assets and liabilities
- Contractual arrangements
- Related party transactions
- Commitments

Our Judgment About the Quality of the Agency's Accounting Principles

During the course of the audit, we made the following observations regarding the Agency's application of accounting principles:

- No matters are reportable

Adjustments Identified by Audit

During the course of any audit, an auditor may propose adjustments to financial statement amounts. Management evaluates our proposals and records those adjustments that, in its judgment, are required to prevent the financial statements from being materially misstated.

A misstatement is a difference between the amount, classification, presentation, or disclosure of a reported financial statement item and that which is required for the item to be presented fairly in accordance with the applicable financial reporting framework.

Proposed & Recorded Adjustments

Auditor-proposed and management-recorded entries include the following:

- No matters are reportable

Uncorrected Misstatements

- No uncorrected misstatements

Other Required Communications

Other Material Communication

Listed below is an other material communication between management and us related to the audit:

- Management representation letter (see Attachment)

Attachment

Management Representation Letter

As a material communication with management, included herein is a copy of the representation letter provided by management at the conclusion of our engagement.

Representation of:
West Haymarket Joint Public Agency
555 S 10th Street
Lincoln, Nebraska 68508

Provided to:
Fovis Mazars, LLP
Certified Public Accountants
1248 O Street, Suite 1040
Lincoln, Nebraska 68508

The undersigned ("We") are providing this letter in connection with Forvis Mazars' audit of our financial statements as of and for the year ended August 31, 2024.

Our representations are current and effective as of the date of Forvis Mazars' report: December 18, 2024.

Our engagement with Forvis Mazars is based on our contract for services dated: May 30, 2024.

Our Responsibility & Consideration of Material Matters

We confirm that we are responsible for the fair presentation of the financial statements subject to Forvis Mazars' report in conformity with accounting principles generally accepted in the United States of America.

We are also responsible for adopting sound accounting policies; establishing and maintaining effective internal control over financial reporting, operations, and compliance; and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

Confirmation of Matters Specific to the Subject Matter of Forvis Mazars' Report

We confirm, to the best of our knowledge and belief, the following:

Broad Matters

1. We have fulfilled our responsibilities, as set out in the terms of our contract, for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
2. We acknowledge our responsibility for the design, implementation, and maintenance of:
 - a. Internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
 - b. Internal control to prevent and detect fraud.
3. We have provided you with:
 - a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements, such as financial records and related data,

documentation, and other matters.

- b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d. All minutes of governing body meetings held through the date of this letter or summaries of actions of recent meetings for which minutes have not yet been prepared. All unsigned copies of minutes provided to you are copies of our original minutes approved by the governing body, if applicable, and maintained as part of our records.
 - e. All significant contracts and grants.
4. We have responded fully and truthfully to all your inquiries.

Government Auditing Standards

- 5. We acknowledge that we are responsible for compliance with applicable laws, regulations, and provisions of contracts and grant agreements.
- 6. We have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that have a direct and material effect on the determination of amounts in our financial statements or other financial data significant to the audit objectives.
- 7. We have identified and disclosed to you any violations or possible violations of laws, regulations, and provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for recognition and/or disclosure in the financial statements or for your reporting on noncompliance.
- 8. We have taken or will take timely and appropriate steps to remedy any fraud, abuse, illegal acts, or violations of provisions of contracts or grant agreements that you or other auditors report.
- 9. We have a process to track the status of audit findings and recommendations.
- 10. We have identified to you any previous financial audits, attestation engagements, performance audits, or other studies related to the objectives of your audit and the corrective actions taken to address any significant findings and recommendations made in such audits, attestation engagements, or other studies.

Misappropriation, Misstatements, & Fraud

- 11. We have informed you of all current risks of a material amount that are not adequately prevented or detected by our procedures with respect to:
 - a. Misappropriation of assets.
 - b. Misrepresented or misstated assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position or fund balance.
- 12. We have no knowledge of fraud or suspected fraud affecting the Agency involving:
 - a. Management or employees who have significant roles in internal control over financial reporting, or
 - b. Others when the fraud could have a material effect on the financial statements.

13. We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, customers, analysts, regulators, citizens, suppliers, or others.
14. We have assessed the risk that the financial statements may be materially misstated as a result of fraud and disclosed to you any such risk identified.

Related Parties

15. We have disclosed to you the identity of all of the entity's related parties and all the related-party relationships of which we are aware.

In addition, we have disclosed to you all related-party transactions and amounts receivable from or payable to related parties of which we are aware, including any modifications during the year that were made to related-party transaction agreements which existed prior to the beginning of the year under audit, as well as new related-party transaction agreements that were executed during the year under audit.

Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America.

16. We understand that the term related party refers to:

- Affiliates
- Management and members of their immediate families
- Any other party with which the entity may deal if one party can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.

Another party is also a related party if it can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

The term affiliate refers to a party that directly or indirectly controls, or is controlled by, or is under common control with, the Agency.

Litigation, Laws, Rulings & Regulations

17. We are not aware of any pending or threatened litigation or claims whose effects should be considered when preparing the financial statements. We have not sought or received attorney's services related to pending or threatened litigation or claims during or subsequent to the audit period. Also, we are not aware of any litigation or claims, pending or threatened, for which legal counsel should be sought.
18. We have no knowledge of communications, other than those specifically disclosed, from regulatory agencies, governmental representatives, employees, or others concerning investigations or allegations of noncompliance with laws and regulations, deficiencies in financial reporting practices, or other matters that could have a material adverse effect on the financial statements.
19. We have disclosed to you all known instances of violations or noncompliance or possible violations or suspected noncompliance with laws and regulations whose effects should be

considered when preparing financial statements or as a basis for recording a loss contingency.

20. We have not been designated as a potentially responsible party (PRP or equivalent status) by the Environmental Protection Agency (EPA) or other cognizant regulatory agency with authority to enforce environmental laws and regulations.

Nonattest Services

21. You have provided nonattest services, including the following, during the period of this engagement:

- Preparing a draft of the financial statements and related notes

22. With respect to these services:

- a. We have designated a qualified management-level individual to be responsible and accountable for overseeing the nonattest services.
- b. We have established and monitored the performance of the nonattest services to ensure they meet our objectives.
- c. We have made any and all decisions involving management functions with respect to the nonattest services and accept full responsibility for such decisions.
- d. We have evaluated the adequacy of the services performed and any findings that resulted.
- e. We have established and maintained internal controls, including monitoring ongoing activities.
- f. When we receive final deliverables from you, we will store those deliverables in information systems controlled by us. We have taken responsibility for maintaining internal control over these deliverables.

Financial Statements & Reports

23. We have reviewed and approved a draft of the financial statements and related notes referred to above, which you prepared in connection with your audit of our financial statements. We acknowledge that we are responsible for the fair presentation of the financial statements and related notes.
24. We do not issue an annual report, nor do we have plans to issue an annual report at this time.

Transactions, Records, & Adjustments

25. All transactions have been recorded in the accounting records and are reflected in the financial statements.
26. We have everything we need to keep our books and records.
27. We have disclosed any significant unusual transactions the Agency has entered into during the period, including the nature, terms, and business purpose of those transactions.

Governmental Accounting & Disclosure Matters

28. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

29. With regard to deposit and investment activities:
- a. All deposit and investment transactions have been made in accordance with legal and contractual requirements.
 - b. Investments are properly valued.
 - c. Disclosures of deposit and investment balances and risks in the financial statements are consistent with our understanding of the applicable laws regarding enforceability of any pledges of collateral.
 - d. We understand that your audit does not represent an opinion regarding the enforceability of any collateral pledges.
30. We have identified and evaluated all potential fiduciary activities. The financial statements include all fiduciary activities required by GASB Statement No. 84, *Fiduciary Activities*, as amended.
31. Components of net position (net investment in capital assets, restricted, and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
32. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.
33. We have appropriately disclosed the Agency's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance is available and have determined that net position is properly recognized under the policy.
34. The Agency has properly separated information in debt disclosures related to direct borrowings and direct placements of debt from other debt and disclosed any unused lines of credit, collateral pledged to secure debt, terms in debt agreements related to significant default or termination events with finance-related consequences, and significant subjective acceleration clauses in accordance with GASB Statement No. 88.
35. We have identified and evaluated all potential tax abatements, and we believe there are no material tax abatements.
36. The Agency's ability to continue as a going concern was evaluated and that appropriate disclosures are made in the financial statements as necessary under GASB requirements.
37. The supplementary information required by the Governmental Accounting Standards Board, consisting of management's discussion and analysis, has been prepared and is measured and presented in conformity with the applicable GASB pronouncements, and we acknowledge our responsibility for the information. The information contained therein is based on all facts, decisions, and conditions currently known to us and is measured using the same methods and assumptions as were used in the preparation of the financial statements. We believe the significant assumptions underlying the measurement and/or presentation of the information are reasonable and appropriate. There has been no change from the preceding period in the methods of measurement and presentation.

General Government Matters

38. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, as amended.
39. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
40. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
41. We have appropriately disclosed that the entity is following either its established accounting policy regarding which governmental fund resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available or is following paragraph 18 of GASB Statement No. 54 to determine the fund balance classifications for financial reporting purposes and have determined that fund balance is properly recognized under the policy.

Accounting & Disclosure

42. All transactions entered into by the Agency are final. We are not aware of any unrecorded transactions, side agreements or other arrangements (either written or oral) that are in place.
43. Except as reflected in the financial statements, there are no:
 - a. Plans or intentions that may materially affect carrying values or classifications of assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position or fund balance.
 - b. Material transactions omitted or improperly recorded in the financial records.
 - c. Material unasserted claims or assessments that are probable of assertion or other gain/loss contingencies requiring accrual or disclosure, including those arising from environmental remediation obligations.
 - d. Events occurring subsequent to the balance sheet/statement of net position date through the date of this letter, which is the date the financial statements were available to be issued, requiring adjustment or disclosure in the financial statements.
 - e. Agreements to purchase assets previously sold.
 - f. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances, lines of credit, or similar arrangements.
 - g. Guarantees, whether written or oral, under which the Agency is contingently liable.
 - h. Known or anticipated asset retirement obligations.
44. Except as disclosed in the financial statements, the entity has:
 - a. Satisfactory title to all recorded assets, and those assets are not subject to any liens,

pledges, or other encumbrances.

- b. Complied with all aspects of contractual and grant agreements, for which noncompliance would materially affect the financial statements.

Revenue & Accounts Receivable

- 45. Adequate provisions and allowances have been accrued for any material losses from:
 - a. Uncollectible receivables.
 - b. Sales commitments, including those unable to be fulfilled.
 - c. Purchase commitments in excess of normal requirements or at prices in excess of prevailing market prices.

Estimates

- 46. We have identified all accounting estimates that could be material to the financial statements and we confirm the appropriateness of the methods and the consistency in their application, the accuracy and completeness of data, and the reasonableness of significant assumptions used by us in making the accounting estimates, including those measured at fair value reported in the financial statements.
- 47. Significant estimates that may be subject to a material change in the near term have been properly disclosed in the financial statements. We understand that "near term" means the period within one year of the date of the financial statements. In addition, we have no knowledge of concentrations, which refer to volumes of business, revenues, available sources of supply, or markets, loans, investments, or deposits, existing at the date of the financial statements that would make the Agency vulnerable to the risk of severe impact in the near term that have not been properly disclosed in the financial statements.

Fair Value

- 48. With respect to the fair value measurements of financial and nonfinancial assets and liabilities, if any, recognized in the financial statements or disclosed in the notes thereto:
 - a. The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated course of action.
 - b. The measurement methods and significant assumptions used in determining fair value are appropriate in the circumstances for financial statement measurement and disclosure purposes and have been consistently applied.
 - c. The significant assumptions appropriately reflect market participant assumptions.
 - d. The disclosures related to fair values are complete, adequate, and in conformity with U.S. GAAP.
 - e. There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

Tax-Exempt Bonds

- 49. Tax-exempt bonds issued have retained their tax-exempt status.

50. We have notified you of any instances of noncompliance with applicable disclosure requirements of the SEC Rule 15c2-12 and applicable state laws.

Other Matters

51. In relation to environmental remediation, although future costs may be incurred, it is not possible at this time to reasonably estimate the amount of any obligation for remediation activities because of uncertainties with respect to assessing the extent of contamination or the applicable regulatory requirements.



Joe Dondlinger, City Finance Director and West Haymarket Joint Public Agency Treasurer

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West Haymarket Joint Public Agency

(A Component Unit of the City of Lincoln, Nebraska)

Independent Auditor's Reports And Financial Statements

August 31, 2024



West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Contents
August 31, 2024

Contents

Independent Auditor's Report.....	1
Management's Discussion and Analysis	4
Financial Statements	
Governmental Fund Balance Sheet/Statement of Net Position	8
Statement of Governmental Fund Revenues, Expenditures and Changes in Fund Balance/Statement of Activities	9
Notes to Financial Statements	10
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards – Independent Auditor's Report.....	24

Independent Auditor's Report

Board of Representatives
West Haymarket Joint Public Agency
Lincoln, Nebraska

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities and the major fund of the West Haymarket Joint Public Agency (the Agency), a component unit of the City of Lincoln, Nebraska, as of and for the year ended August 31, 2024, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the West Haymarket Joint Public Agency, as of August 31, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are required to be independent of the Agency, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 18, 2024, on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.

Forvis Mazars, LLP

Lincoln, Nebraska
December 18, 2024

**West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Management's Discussion and Analysis
August 31, 2024**

As management of the West Haymarket Joint Public Agency (the Agency), we offer readers of the Agency's basic financial statements this narrative and analysis of the financial activities of the Agency as of and for the year ended August 31, 2024. We encourage readers to consider the information presented here in conjunction with additional information provided in the basic financial statements.

The West Haymarket Joint Public Agency was organized as a joint public agency on April 2, 2010, created by a Joint Public Agency Agreement entered into between the City of Lincoln, Nebraska and the Board of Regents of the University of Nebraska. The Agency is a component unit of the City of Lincoln, Nebraska.

Overview of Basic Financial Statements

This discussion and analysis is intended to serve as an introduction to the Agency's basic financial statements. These basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to the financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Agency's finances in a manner similar to a private-sector business.

The statement of net position presents information on all of the Agency's assets and deferred outflows of resources, liabilities and deferred inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Agency is improving or deteriorating.

The statement of activities presents information showing how the Agency's net position changed during the year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flow changes only in future fiscal periods.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Agency, like other local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. The Agency maintains one governmental fund – the West Haymarket JPA Fund.

The Agency is not required by the Nebraska State Budget Act to adopt an annual budget, therefore, a budgetary comparison has not been provided in the basic financial statements.

**West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Management's Discussion and Analysis
August 31, 2024**

Notes to Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

Government-Wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of the Agency's financial position. In the case of the West Haymarket Joint Public Agency, as of August 31, 2024, net position was \$11,387,485. The Agency's condensed financial information as of August 31, 2024 and 2023 is found below.

Condensed Statements of Net Position

	2024	2023
Assets		
Equity in pooled cash and investments	\$ 49,568,518	\$ 45,598,980
Other assets	10,965,106	10,982,191
Capital assets, net of accumulated depreciation	256,287,306	260,855,994
Total assets	316,820,930	317,437,165
Deferred Outflows of Resources		
Deferred loss on refunding	461,907	481,601
Total deferred outflows of resources	461,907	481,601
Liabilities		
Unearned revenue	7,319,881	7,757,437
Other liabilities	4,572,579	3,903,304
Long-term liabilities	293,294,210	303,258,832
Total liabilities	305,186,670	314,919,573
Deferred Inflows of Resources		
Deferred inflows for leases	708,682	739,719
Total deferred inflows of resources	708,682	739,719
Net Position		
Net investment in capital assets	(35,400,320)	(40,835,997)
Restricted by enabling legislation	2,259,732	2,104,001
Unrestricted	44,528,073	40,991,470
Total net position	\$ 11,387,485	\$ 2,259,474

Government-Wide Financial Analysis - Continued

Total assets decreased approximately \$620,000 from 2023 to 2024. Net capital assets decreased approximately \$4.6 million primarily from depreciation on those assets. Total liabilities decreased approximately \$9.7 million from 2023 to 2024 primarily due to scheduled principal payments of \$9,980,000 made on the Agency's long-term bonds payable.

**West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Management's Discussion and Analysis
August 31, 2024**

Condensed Statements of Activities

	2024	2023
Revenues		
Occupation taxes	\$ 22,344,364	\$ 21,934,450
Intergovernmental	3,460,059	3,518,178
Parking facility revenue	3,429,099	3,249,400
Suite and premium seating revenue	2,543,046	2,308,981
Investment income	2,812,758	1,974,371
Other program revenues	4,275,299	4,141,106
Total revenues	38,864,625	37,126,486
Expenses		
General government	10,636,431	10,197,349
Culture and recreation	5,334,666	5,328,167
Debt service	13,397,078	13,775,028
Capital outlay	1,568,439	-
Total expenses	30,936,614	29,300,544
Transfers From City of Lincoln	1,200,000	311,561
Change in Net Position	9,128,011	8,137,503
Net Position, Beginning of Year	2,259,474	(5,878,029)
Net Position, End of Year	\$ 11,387,485	\$ 2,259,474

Pinnacle Bank Arena, constructed by the Agency within the West Haymarket area, officially opened in September 2013. Thus, 2024 represents the eleventh full year of activity for the Agency, while Pinnacle Bank Arena has been in operation. Total revenues increased approximately \$1,740,000 from 2023 to 2024, primarily attributed to increases in occupation tax revenue and investment income.

Total expenses increased approximately \$1,640,000 million from 2023 to 2024, which primarily results from an increase in general government expenses in 2024 capital outlay offset by a decrease in debt service expenses. Expenses increased from 2023 to 2024 primarily as a result of repairs, as well as the replacement of aging equipment in Pinnacle Bank Arena.

Occupation Taxes

Beginning January 1, 2011, occupation taxes were imposed within the City of Lincoln at a rate of 2% on bar and restaurant revenues and a rate of 4% on car rental and hotel revenues. This tax revenue is generated to finance the activities of the Agency and is pledged as repayment of any outstanding Agency bonds. Occupation tax revenue increased by 1.9% in 2024 compared to 2023. This is primarily a result of inflationary factors. The Agency expects, in a normal year, for occupation tax revenue to continue growing by 2% annually.

Capital Assets

The Agency's investment in capital assets as of August 31, 2024 amounts to \$256,287,306. Additional information on the Agency's capital assets can be found in the notes to the financial statements.

**West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Management's Discussion and Analysis
August 31, 2024**

Debt Administration

At August 31, 2024, the Agency had total bonded debt outstanding of \$293,880,000, which was used to fund a portion of the Agency's construction costs. Additional information on the Agency's debt can be found in the notes to the financial statements.

Financial Analysis of the Agency's Funds

The Agency has one governmental fund, the West Haymarket JPA Fund. The West Haymarket JPA Fund is considered a major fund and is used to account for the Agency's general operations, construction, and debt activities. Activity during the year ended August 31, 2024, resulted in an increase in fund balance of \$3,632,023, resulting in a total fund balance at August 31, 2024 of \$49,594,951. The fund balance is a result of the issuance of bonds in prior years, occupation tax and donation revenue, less the Agency's expenditures for construction, debt service and general operations.

Request for Information

This financial report is designed to provide a general overview of the Agency's finances for all those with an interest in the Agency. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Lincoln Finance Department, 555 South 10th Street, Lincoln, NE 68508.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Governmental Fund Balance Sheet/Statement of Net Position
August 31, 2024

	West Haymarket JPA Fund	Adjustments (Note 1)	Statement of Net Position
Assets			
Cash	\$ 25,151	\$ -	\$ 25,151
Equity in pooled cash and investments	49,568,518	-	49,568,518
Investments	3,716,747	-	3,716,747
Occupation taxes receivable	2,259,732	-	2,259,732
Accounts receivable	706,557	-	706,557
Interest receivable	679,897	-	679,897
Lease receivable	728,541	-	728,541
Due from other city funds	211,651	-	211,651
Due from other governments	710,135	-	710,135
Prepaid expenses	187,930	-	187,930
Assets held for resale	1,738,765	-	1,738,765
Capital assets, net of accumulated depreciation of \$58,195,210	-	256,287,306	256,287,306
Total assets	60,533,624	256,287,306	316,820,930
Deferred Outflows of Resources			
Deferred loss on refunding	-	461,907	461,907
Liabilities			
Accounts payable	929,634	-	929,634
Interest payable	-	2,761,636	2,761,636
Due to other City funds	403,788	-	403,788
Due to other governments	294,521	-	294,521
Security deposits	183,000	-	183,000
Unearned revenue	7,319,881	-	7,319,881
Long-term liabilities			
Payable within one year	-	10,240,000	10,240,000
Payable in more than one year	-	283,054,210	283,054,210
Total liabilities	9,130,824	296,055,846	305,186,670
Deferred Inflows of Resources			
Unavailable revenues	1,099,167	(1,099,167)	-
Deferred inflows for leases	708,682	-	708,682
Total deferred inflows of resources	1,807,849	(1,099,167)	708,682
Fund Balance/Net Position			
Fund Balance			
Nonspendable	187,930	(187,930)	-
Restricted for capital projects	1,144,676	(1,144,676)	-
Restricted by enabling legislation	2,259,732	(2,259,732)	-
Assigned for debt service	46,002,613	(46,002,613)	-
Total fund balance	49,594,951	(49,594,951)	-
Total liabilities, deferred inflows of resources and fund balance	\$ 60,533,624		
Net Position			
Net investment in capital assets		(35,400,320)	(35,400,320)
Restricted by enabling legislation		2,259,732	2,259,732
Unrestricted		44,528,073	44,528,073
Total net position		\$ 11,387,485	\$ 11,387,485

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Statement of Governmental Fund Revenues, Expenditures and
Changes in Fund Balance/Statement of Activities
Year Ended August 31, 2024

	West Haymarket JPA Fund	Adjustments (Note 1)	Statement of Activities
Expenditures/Expenses			
General government	\$ 10,575,516	\$ 60,915	\$ 10,636,431
Culture and recreation	-	5,334,666	5,334,666
Debt service	23,421,268	(10,024,190)	13,397,078
Capital outlay	2,395,332	(826,893)	1,568,439
Total expenditures/expenses	36,392,116	(5,455,502)	30,936,614
Program Revenues			
Naming rights and sponsorship revenue	1,415,495	40,486	1,455,981
Suite and premium seating revenue	2,543,046	-	2,543,046
Parking facility revenue	3,429,099	-	3,429,099
Charges for services	2,280,908	-	2,280,908
Facility lease and other rent revenue	538,410	-	538,410
Total program revenues	10,206,958	40,486	10,247,444
General Revenues			
Occupation taxes	22,344,364	-	22,344,364
Intergovernmental	3,460,059	-	3,460,059
Investment income	2,812,758	-	2,812,758
Total general revenues	28,617,181	-	28,617,181
Other Financing Sources			
Transfers from City of Lincoln	1,200,000	-	1,200,000
Total other financing sources	1,200,000	-	1,200,000
Revenues in excess of expenditures	3,632,023	(3,632,023)	-
Change in Net Position	-	9,128,011	9,128,011
Fund Balance/Net Position			
Beginning of Year	45,962,928	(43,703,454)	2,259,474
End of Year	\$ 49,594,951	\$ (38,207,466)	\$ 11,387,485

**West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2024**

Note 1. Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

The West Haymarket Joint Public Agency (the Agency) was organized as a joint public agency under the Nebraska Joint Public Agency Act on April 2, 2010, to facilitate land acquisition, relocation of existing businesses, environmental remediation, site preparation and the construction, equipping, furnishing and financing of public facilities including, but not limited to, a sports/entertainment arena, roads, streets, sidewalks, a pedestrian overpass, public plaza space, sanitary sewer mains, water mains, electric transmission lines, drainage systems, flood control, parking garages and surface parking lots (collectively considered the West Haymarket Development Project or Project) for the benefit of residents of the City of Lincoln, Nebraska (the City). The Agency was created pursuant to a Joint Public Agency Agreement entered into between the City and the Board of Regents of the University of Nebraska.

Reporting Entity

As required by accounting principles generally accepted in the United States of America, these basic financial statements present the financial activities of the Agency. The Agency follows the Governmental Accounting Standards Board (GASB) accounting pronouncements, which provide guidance for determining the governmental activities, organizations, and functions that should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

The Agency is not financially accountable for any other organization. Under current GASB pronouncements, the Agency has been determined to be a component unit of the City of Lincoln, Nebraska – the primary government. As such, the Agency's financial results are included in the City of Lincoln, Nebraska's Annual Comprehensive Financial Report.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements (*i.e.*, the statement of net position and the statement of activities) report information on all of the Agency's financial activities. Governmental activities are normally supported by taxes and intergovernmental revenue which are reported as general revenues.

The government-wide financial statements are presented using the total economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, the operating statement presents increases and decreases in current assets, net of liabilities, and unassigned fund balance is a measure of available spendable resources. This means that only current liabilities are generally included on the governmental fund balance sheet.

**West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2024**

The statement of net position does not equal the governmental funds balance sheet at August 31, 2024, due to net capital assets, a deferred loss on refunding, unavailable revenues and bond principal and interest that are not payable from available spendable resources in the statement of net position.

Under the modified accrual basis of accounting, revenues are recognized as soon as they are both measurable and available. Measurable means the amount of the transaction can be determined; available means collectible within the current period, or soon enough thereafter, to pay liabilities of the current period. Revenues are considered to be available if collected within 60 days after year end. Expenditures are recorded when the related fund liability is incurred and is expected to be paid from available spendable resources.

Occupation taxes and intergovernmental revenues are considered to be susceptible to accrual and are recorded as revenue in the period to which they relate.

Fund Accounting

The accounts of the Agency are organized on the basis of funds. The operations of the West Haymarket JPA Fund are accounted for with a set of self-balancing accounts that comprise its assets, liabilities, deferred inflows and outflows of resources, fund equity, revenues and expenditures. Resources are allocated to and accounted for in the West Haymarket JPA Fund based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The major fund presented in the accompanying basic financial statements is the West Haymarket JPA Fund. The West Haymarket JPA Fund is the Agency's only fund and is used to account for general government operational activities.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and deferred inflows and outflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues, expenses and other changes in net position during the reporting period. Actual results could differ from those estimates.

Deposits and Investments

The Agency participates in a cash management pool managed by the City. The pool consists of bank deposits and investments. Cash balances in excess of current requirements are invested along with cash from other City funds and interest earned on these investments is allocated monthly to the various funds by the City Treasurer on a pro rata basis using aggregate quarterly balances. The Agency's interest in the pool is shown as equity in pooled cash and investments in the statement of net position. Fair value of the equity in the pool is the same as the value of the pool shares determined using the fair value of the pool's underlying investment portfolio.

The Agency may invest in certificates of deposit, in time deposits, and in any securities in which the state investment officer is authorized to invest pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act and as provided in the authorized investment guidelines of the Nebraska Investment Council and City Investment Policy in effect on the date the investment is made. The Agency's investments in Tax Increment Financing investments are valued using discounted cash flow techniques.

**West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2024**

Investment income includes interest income and the net change for the year in the fair value of investments carried at fair value.

Occupation Taxes

Beginning January 1, 2011, occupation taxes were imposed within the City of Lincoln at a rate of 2% on bar and restaurant revenues and a rate of 4% on car rental and hotel revenues. As stated in the related ordinance, occupation taxes, less any administrative expenses, shall be used to fund expenditures of the Agency.

Lease Receivable

The Agency is a lessor for a noncancellable lease for the use of station space and recognizes a related lease receivable and a deferred inflow of resources. At the commencement of a lease, the Agency initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the lease term.

The Agency monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Capital Assets

Arena and infrastructure planning, design and construction costs are capitalized on the government-wide financial statements. At August 31, 2024, certain arena and infrastructure assets were in-service, and are being depreciated on a straight-line basis over their estimated useful lives of 25-50 years.

Unearned Revenue

Unearned revenue is primarily comprised of advance payments received for various arena suites, loge boxes and club seats, the arena naming rights and prepaid parking. Revenue for these agreements will be recognized when the term of the related agreements commence on September 1, 2024.

Fund Balance Classification

Fund balances are shown only in the governmental fund financial statements. In accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund-Type Definitions*, fund balance is required to be classified into four components – nonspendable, restricted, committed and/or assigned. These classifications are defined as follows:

Nonspendable - includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual restraints.

Restricted - includes fund balance amounts that are constrained for specific purposes as stipulated by constitution; external resource providers, such as donors or creditors; or through enabling legislation.

Committed - includes fund balance amounts that can be used only for the specific purposes determined by a formal action of the Agency's highest level of decision-making authority.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2024

Assigned - includes fund balance amounts that are not classified as either nonspendable, restricted, or committed.

When expenditures are incurred for purposes for which amounts in more than one category of fund balance are available for use, it is the Agency's policy to use the restricted amounts first, followed by the committed and assigned amounts.

Net Position Classification

Net position is required to be classified into three components - net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

Net investment in capital assets - consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets, if any, or related debt also should be included in this component of net position. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of net investment in capital assets.

Restricted - consists of restricted assets, reduced by liabilities related to those assets, with constraints placed on their use either by a) external groups such as creditors (such as through debt covenants), contributors, or laws or regulations of other governments or b) law through constitutional provisions or enabling legislation.

Unrestricted - consists of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the net investment in capital assets or restricted components of net position.

When both restricted and unrestricted resources are available for use, it is the Agency's policy to use restricted resources first, then unrestricted as they are needed.

Adjustments Column

The adjustments column on the governmental fund balance sheet/statement of net position represents the recording of certain assets and liabilities as required by GASB Statement No. 34.

The adjustments column on the governmental fund balance sheet/statement of net position is comprised of the following as of August 31, 2024:

Amounts reported for the West Haymarket JPA Fund are different from the statement of net position because of

Capital assets, net of accumulated depreciation	\$ 256,287,306
Interest payable	(2,761,636)
Unavailable revenue	1,099,167
Deferred loss on refunding	461,907
Long-term liabilities	<u>(293,294,210)</u>
Total adjustment amount	<u><u>\$ (38,207,466)</u></u>

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2024

The adjustments column on the statement of governmental fund revenues, expenditures and changes in fund balance/statement of activities is comprised of the following for the year ended August 31, 2024:

Amounts reported for the West Haymarket JPA Fund are different from the statement of activities because of

Purchase of capital assets	\$ 826,893
Depreciation expense	(5,395,581)
Debt service	10,024,190
Change in unavailable revenue	40,486
	<hr/>
Total adjustment amount	<u>\$ 5,495,988</u>

Note 2. Deposits, Investments and Investment Return

Deposits

State statutes require banks either to provide a bond or to pledge government securities to the City Treasurer in the amount of the City's deposits. The Agency has been allocated a portion of the City's pooled cash and investments. The City's cash deposits, including certificates of deposit, are insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC). Any cash deposits or certificates of deposit in excess of FDIC limits are covered by collateral held in a Federal Reserve pledge account or by an agent for the City and thus no custodial credit risk exists. No legal opinion has been obtained regarding the enforceability of any of the collateral arrangements.

Investments

The Agency generally follows the investment policy adopted by the City Council and utilized by the City Treasurer. The Agency may legally invest in U.S. government securities and agencies, U.S. government sponsored agencies, and in bank repurchase agreements. It may also invest to a limited extent in corporate bonds, bankers' acceptances and investment agreements.

At August 31, 2024, the Agency had the following investments, maturities and credit ratings:

Type	Fair Value	Maturities (in Years)		Credit Ratings Moody's/ S&P
		1 to 5	5 to 10	
Tax Increment Financing Investments	\$ 3,716,747	\$ 987,517	\$ 2,729,230	Not rated

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Agency will not be able to recover the value of its investment securities that are in the possession of an outside party.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2024

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair values of a government's financial instruments or a government's cash flows. As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy limits current operating funds to be invested with maturities of no longer than twenty-four months. Fixed income investments held in construction funds, operating funds, and other nonoperating funds are limited to ten-year maturities. Tax Increment Financing investments are allowed to exceed 10 years as the interest rates are guaranteed by the fund and the investment is made within the City's funds.

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The City's investment policy establishes requirements for certain investment securities to be rated at certain rates or higher without having collateral pledged to the City. The following investment types must be rated at the minimum rates noted below:

	S & P	Moody's
Money Markets	AAm	---
Corporate Notes	AA-	Aa3
Investment Agreements	AA-	Aa3
Commercial Paper	A-1	P-1
Bankers' Acceptance	A-1	P-1
Local Government Debt	AA	Aa

Concentration of Credit Risk

Concentration of credit risk is the risk associated with the amount of investments the Agency has with any one issuer that exceeds 5% or more of its total investments. Investments issued or explicitly guaranteed by the U.S. Government are excluded from this requirement. At August 31, 2024, the Agency's investments were comprised entirely of Tax Increment Financing investments, which were issued on behalf of two developers.

Summary of Carrying Values

The carrying values of deposits and investments are as follows:

Cash	\$ 25,151
Investments	3,716,747
Equity in pooled cash and investments	49,568,518
	<u>\$ 53,310,416</u>

Investment Income

Investment income, consisting of interest income and fair market value adjustments, was \$2,812,758 for the year ended August 31, 2024.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2024

Note 3. Disclosures About Fair Value of Assets and Liabilities

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements must maximize the use of observable inputs and minimize the use of unobservable inputs. There is a hierarchy of three levels of inputs that may be used to measure fair value:

- Level 1** Quoted prices in active markets for identical assets or liabilities
- Level 2** Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities
- Level 3** Unobservable inputs supported by little or no market activity and are significant to the fair value of the assets or liabilities

Investments

The only investments held by the Agency at August 31, 2024 are Tax Increment Financing investments, which are valued by the Agency on a recurring basis using discounted cash flow techniques, and are classified within Level 2 of the fair value hierarchy at August 31, 2024.

Note 4. Capital Assets

As of August 31, 2024, the Agency's capital assets consisted of the following:

Depreciable assets, net of depreciation	
Buildings and improvements	\$ 196,796,420
Machinery and equipment	<u>339,485</u>
Total depreciable assets, net of depreciation	<u>197,135,905</u>
Nondepreciable assets	
Construction in progress	441,890
Land	<u>58,709,511</u>
Total capital assets, net	<u><u>\$ 256,287,306</u></u>

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2024

Capital asset activity for 2024 was:

	Beginning Balance	Additions	Reductions	Transfers	Ending Balance
Buildings and improvements	\$ 254,422,841	\$ 385,003	\$ -	\$ -	\$ 254,807,844
Land	58,709,511	-	-	-	58,709,511
Machinery and equipment	523,271	-	-	-	523,271
Construction in progress	-	441,890	-	-	441,890
Total capital assets	313,655,623	826,893	-	-	314,482,516
Less accumulated depreciation	(52,799,629)	(5,395,581)	-	-	(58,195,210)
Capital assets, net	<u>\$ 260,855,994</u>	<u>\$ (4,568,688)</u>	<u>-</u>	<u>\$ -</u>	<u>\$ 256,287,306</u>

Depreciation was charged to functions/programs as follows:

General government	\$ 60,915
Culture and recreation	<u>5,334,666</u>
Total depreciation expense	<u>\$ 5,395,581</u>

Note 5. Long-term Liabilities

Long-term liability activity for 2024 was:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Bonds payable	\$ 303,860,000	\$ -	\$ 9,980,000	\$ 293,880,000	\$ 10,240,000
Unamortized bond premium	312,928	-	10,971	301,957	-
Unamortized bond discount	(914,096)	-	(26,349)	(887,747)	-
Net bonds payable	<u>\$ 303,258,832</u>	<u>\$ -</u>	<u>\$ 9,964,622</u>	<u>\$ 293,294,210</u>	<u>\$ 10,240,000</u>

In September 2010, the Agency issued \$100,000,000 in General Obligation Facility Bonds, Taxable Series 2010A. Semi-annual interest payments began in December 2010. Annual principal payments began in December 2020 at amounts that range from \$2,440,000 to \$5,855,000 with the final maturity in December 2045. The bonds are Build America Bonds and, as such, the Agency has elected to receive a federal subsidy of 35 percent from the United States Department of Treasury (Treasury) for a portion of the interest payable on the bonds. The interest rates on the bonds range from 3.50 to 5.00 percent prior to the federal subsidy. The federal subsidy reduces the true interest cost to approximately 3.20 percent.

**West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2024**

In December 2010, the Agency issued \$67,965,000 in General Obligation Facility Bonds, Taxable Series 2010B. Semi-annual interest payments began in June 2011. Annual principal payments began in December 2020 at amounts that range from \$2,440,000 to \$4,650,000 with the final maturity in December 2039. The bonds are direct pay Build America Bonds, with a federal subsidy of 35 percent from the Treasury for a portion of the interest payable on the bonds. The interest rates on the bonds range from 4.00 to 6.00 percent prior to the federal subsidy. The federal subsidy reduces the true interest cost to approximately 3.73 percent.

In December 2010, the Agency issued \$32,035,000 in General Obligation Recovery Zone Economic Development Bonds, Taxable Series 2010C. Semi-annual interest payments began in June 2011. Annual principal payments begin in December 2040 at amounts that range from \$4,865,000 to \$5,855,000 with the final maturity in December 2045. The bonds are direct pay General Obligation Recovery Zone Economic Development Bonds, with a federal subsidy of 45 percent from the Treasury for a portion of the interest payable on the bonds. The interest rate on the bonds is 6.75 percent prior to the federal subsidy. The federal subsidy reduces the true interest cost to approximately 3.79 percent.

In December 2013, the Agency issued \$28,175,000 in General Obligation Facility Bonds, Series 2013. Semi-annual interest payments began in June 2014. Annual principal payments began in December 2014 at amounts that range from \$540,000 to \$1,595,000 with the final maturity in December 2043. The interest rates on the bonds range from 2.00 to 5.00 percent.

In November 2019, the Agency issued \$100,000,000 of General Obligation Facility Refunding Bonds, Taxable Series 2019. The bond proceeds, together with other Agency funds, were used to provide for payment of the principal and interest on the \$100,000,000 outstanding General Obligation Facility Bonds, Series 2011, through the redemption date of December 15, 2021, and to redeem any remaining balance of the Series 2011 bonds on that redemption date. The refunding resulted in debt service savings of approximately \$26,858,000 and net present value savings of approximately \$21,042,000. The Series 2011 Bonds were called and completely redeemed during the year ended August 31, 2022. Annual principal payments began in December 2022 at amounts that range from \$3,890,000 to \$5,935,000 with the final maturity in December 2042. The interest rates on the bonds range from 2.375 to 3.25 percent.

The Series 2010A, 2010B and 2010C bonds are callable at the option of the Agency in whole or in part at any time. The Series 2013 bonds are callable at the option of the Agency in whole or in part at any time on or after December 15, 2023. The Series 2019 bonds are callable at the option of the Agency in whole or in part at any time on or after December 15, 2029.

All bonds were issued to provide a portion of the funds necessary to pay the costs of constructing, equipping, furnishing, and financing the development of the West Haymarket facilities. The full faith and credit and the taxing powers of the City are pledged for the payment of the principal and interest on the bonds.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2024

Annual requirements to pay principal and interest to maturity on outstanding debt is as follow:

Years Ending August 31	Principal	Interest	Interest Subsidy	Net Interest	Total Debt Service
2025	\$ 10,240,000	\$ 13,062,695	\$ (3,572,334)	\$ 9,490,361	\$ 19,730,361
2026	10,485,000	12,670,795	(3,485,332)	9,185,463	19,670,463
2027	10,750,000	12,257,463	(3,391,370)	8,866,093	19,616,093
2028	11,050,000	11,821,476	(3,292,270)	8,529,206	19,579,206
2029	11,410,000	11,379,900	(3,187,982)	8,191,918	19,601,918
2030-2034	62,635,000	49,651,546	(14,175,013)	35,476,533	98,111,533
2035-2039	73,670,000	35,092,244	(10,625,301)	24,466,943	98,136,943
2040-2044	80,660,000	16,698,796	(5,835,241)	10,863,555	91,523,555
2045-2046	22,980,000	1,363,000	(555,350)	807,650	23,787,650
	<u>\$ 293,880,000</u>	<u>\$ 163,997,915</u>	<u>\$ (48,120,193)</u>	<u>\$ 115,877,722</u>	<u>\$ 409,757,722</u>

The Series 2010A, 2010B and 2010C bonds were issued as direct pay Build America Bonds and General Obligation Recovery Zone Economic Development Bonds, respectively, in accordance with the American Recovery and Reinvestment Act of 2009, which allows the Agency to receive a U.S. Treasury subsidy equal to 35% and 45%, respectively, of the amount of interest payable on those bonds. Pursuant to the requirements of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended, refund payments to certain state and local government filers claiming refundable credits under section 6341 of the Internal Revenue Code applicable to certain qualified bonds are subject to sequestration. The refund payments processed on or after October 1, 2020 and on or before September 30, 2030 will be reduced by sequestration rate of 5.7%.

The interest subsidy is reflected in the table above as the Agency expects to receive these payments throughout the term of the related Bonds. Future subsidy payments are contingent on federal regulations and are subject to change. The subsidy is reflected as intergovernmental revenue in the Statement of Activities.

Note 6. Leases

Lease Receivable – West Haymarket Station Lease

The Agency leases a portion of its property to a third party, the terms of which expire through 2047. Payments increase annually for inflation utilizing the Consumer Price Index for all Urban Consumers (CPI-U), as stated in the agreement. Revenue recognized under this lease contract totaled approximately \$49,000 for the year ended August 31, 2024, which includes both lease revenue and interest. This revenue is included within facility lease and other rent revenue on the statement of governmental fund revenues, expenditures and changes in fund balance/statement of activities.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2024

Below is a schedule of future payments that are included in the measurement of the lease receivable:

Year Ending August 31,	Principal	Interest	Total
2025	\$ 24,987	\$ 15,418	\$ 40,405
2026	25,529	14,876	40,405
2027	26,083	14,321	40,404
2028	26,650	13,755	40,405
2029	27,228	13,177	40,405
2030-2034	145,271	56,753	202,024
2035-2039	161,743	40,282	202,025
2040-2044	180,082	21,943	202,025
2045-2047	110,968	3,514	114,482
	<u>\$ 728,541</u>	<u>\$ 194,039</u>	<u>\$ 922,580</u>

Note 7. Arena Lease and Operating Agreement

The City has entered into a Lease and Operating Agreement with the Board of Regents of the University of Nebraska ("UNL") as of October 2011. The agreement is for the lease of the basketball space and other defined leased improvements within the sports/entertainment arena, for a term of 30 years commencing on September 1, 2013, with the option to extend the term for three additional periods of five years each. Under the terms of the agreement, UNL is to pay an annual lease payment to the City, who remits these payments to the Agency, which is initially \$750,000 and is adjusted for inflation on an annual basis beginning September 1, 2014. The agreement also provides for credits against this lease payment for the annual amount of turnback sales tax receipts the City receives from the sale of UNL basketball tickets, and a provision for lost concession revenue in an amount equal to \$300,000, which is adjusted for inflation on an annual basis beginning September 1, 2014. The net rent revenue for fiscal year 2024 was approximately \$380,000. As the credits against the lease payment for the annual amount of turnback sales tax receipts are variable and determined on an annual basis, the Agency is not able to determine the net future payments to be received and a lease receivable is not able to be measured for this agreement.

The Agreement also provides for UNL to receive a portion of the revenues related to certain premium seating arrangements at the Arena, based on seating type. The Agency paid approximately \$389,000 to UNL during 2024 for revenue sharing for premium seating. The suite and premium seating revenues shown in the statement of governmental fund revenues, expenditures and changes in fund balance/statement of activities are shown net of amounts owed to UNL under this provision of the Agreement.

**West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2024**

Note 8. Contractual Arrangements

Naming Rights and Premium Seating

The Agency has entered into a Title Sponsorship Agreement with Pinnacle Bank for the exclusive naming rights for the sports/entertainment arena through August 2038. The agreement called for Pinnacle Bank to make annual payments of \$280,000 through fiscal year 2023, when the payments increased to \$563,333 annually. The agreement also provided Pinnacle Bank with the opportunity to pay a discounted amount by making a prepayment to the Agency. Pinnacle Bank has exercised this option and has made prepayments to the Agency totaling approximately \$6,700,000 of which approximately \$3,770,000 is included in unearned revenue. This amount is included in unearned revenue on the balance sheet at August 31, 2024 and will be recognized as revenue on a pro-rata basis over the remaining term of the agreement.

The Agency has entered into agreements with individuals and businesses for various premium seating arrangements. The agreements require an initial security deposit and annual installments from the individuals and businesses, with the option of prepayment, and have terms ranging between five and ten years. As of August 31, 2024, amounts collected by the Agency for premium seating arrangements for future years totaled approximately \$1,876,000, with approximately \$740,000 remaining to be collected for the contract period beginning September 1, 2024.

The Agency will recognize revenues in future periods related to premium seating agreements as follows:

Annual Contract Period Beginning September 1,	
2024	\$ 2,705,497
2025	2,543,634
2026	2,560,328
2027	2,520,834
2028	2,511,147
Thereafter	9,680,456
	<u><u>\$ 22,521,896</u></u>

Advertising and Sponsorship Agreement

The Agency had entered into an agreement with IMG College, LLC ("IMG") which granted IMG the exclusive advertising and sponsorship rights at the sports/entertainment arena, for the period of September 1, 2013 through June 30, 2021. The agreement was amended for the period of July 1, 2021 through June 30, 2029, and also provided for a one-time contract signing bonus equal to \$1,124,293, to be paid in installments through July 1, 2023. The agreement requires IMG to make guaranteed annual payments to the Agency, and 50% of any gross collected cash revenue in excess of the revenue sharing threshold, as outlined in the agreement.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2024

Payments totaling \$1,050,000 were received from IMG for the fiscal year ended August 31, 2024. The contracted schedule of remaining guaranteed annual payments and the revenue sharing threshold is shown below:

Annual Contract Period Beginning July 1,	Guaranteed Rights Fee	Revenue Sharing Threshold
2024	\$ 1,050,000	\$ 1,650,000
2025	1,100,000	1,750,000
2026	1,100,000	1,750,000
2027	1,150,000	1,850,000
2028	1,150,000	1,850,000

Note 9. Risk Management

The Agency is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; injuries to employees; and natural disasters. The Agency carries commercial insurance for risks of loss, including liability, property, pollution, errors and omissions, and workers' compensation. The Agency has had no claims or judgments exceeding the policy limits.

Note 10. Related Party Transactions

City of Lincoln (City)

The City provides certain administrative services to the Agency for which the Agency pays fees to the City. These fees amounted to approximately \$1,166,000 for the year ended 2024. These charges are recorded as general government expenses in the statement of governmental fund revenues, expenditures and changes in fund balance and statement of activities.

During 2014, the Agency entered into a second Amended and Restated Facilities Agreement with the City, which clarified the responsibilities for operation and maintenance of certain infrastructure assets within the West Haymarket Development Project. With the exception of certain infrastructure assets, the agreement details that ownership of arena project assets, including the related parking facilities, will remain with the Agency until such time as no associated bonds are outstanding, at which time these assets will be conveyed to the City for the sum of one dollar and other good and valuable consideration.

During 2013, the Agency entered into a Parking Garage Management Agreement with the City for the operation, management and maintenance of three parking garages constructed by the Agency within the West Haymarket Development Project. Under the agreement, the Agency made payments to the City totaling approximately \$2,232,000 during fiscal year 2024 for the operation and maintenance of the Agency's parking garages.

As discussed in Note 1, the Agency is invested in the City of Lincoln, Nebraska's pooled cash and investment management system.

**West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2024**

Note 11. Commitments

In October 2022, the Agency's board of representatives authorized a grant to the Lincoln Youth Complex in an amount not to exceed \$4,500,000 to reimburse the Lincoln Youth Complex for a portion of its costs to design and construct the Lincoln Youth Complex sports fields. The payments will be made over the course of three years, beginning in April 2023. In April 2024, the Agency's board of representatives authorized an additional grant to the Lincoln Youth Complex in an amount not to exceed \$4,500,000. The payments will be made over the course of three years, beginning in April 2026. As of August 31, 2024, the Agency has a remaining commitment of \$6,000,000 related to these grants.

Environmental Matters

In connection with the West Haymarket Development Project, the Agency is involved with the clean-up and remediation of several development sites relating to soil and groundwater contamination. This clean-up and remediation is performed as sites are developed, as the Agency has not been designated as a potentially responsible party (PRP or equivalent status) by any regulatory agency requiring the immediate clean-up of impacted areas. Although future costs may be incurred, it is not possible at this time to reasonably estimate the amount of any obligation for remediation activities because of uncertainties with respect to assessing the extent of the contamination or the applicable regulatory requirements. No liability has been recorded for potential future remediation activities as of August 31, 2024.

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

Board of Representatives
West Haymarket Joint Public Agency
Lincoln, Nebraska

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities and the major fund of the West Haymarket Joint Public Agency (the Agency), a component unit of the City of Lincoln, Nebraska, as of and for the year ended August 31, 2024, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated December 18, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Forvis Mazars, LLP

Lincoln, Nebraska
December 18, 2024