

**AGENDA FOR THE WEST HAYMARKET
JOINT PUBLIC AGENCY (JPA)
TO BE HELD THURSDAY, JANUARY 25, 2024 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 August 25, 2023.
 - (Staff recommendation: Approval of the minutes as presented)
4. Approval of the Payment Register for August through November 2023 and review of the Expenditure Report as of November 30, 2023. (Lyn Heaton)
 - Public Comment
 - (Staff recommendation: Approval of the Payment Register. No action is required on the Expenditure Report).
5. Bill No. WH 24-1
Resolution authorizing a withdrawal of the equivalent of two annual Operational Increment amounts totaling \$1,200,000.00, transferred from the Pinnacle Bank Arena account to the West Haymarket JPA account. (Lyn Heaton)
 - Public Comment
 - (Staff recommendation: Approval)
6. Bill No. WH 24-2
Resolution authorizing the Chairperson and/or Purchasing Agent to enter into a Contract or issue a purchase order to the lowest responsible bidder, Robbins Sports Surfaces, for the purchase of a portable basketball floor for the Pinnacle Bank Arena, for a sum not to exceed \$150,012.00. (Ryan Weiss)
 - Public Comment
 - (Staff recommendation: Approval)
7. Bill No. WH 24-3
Resolution to approve a Contract between the West Haymarket JPA and Alpha Video and Audio, Inc. for a total amount not to exceed \$466,211.17 for an IPTV System for the Pinnacle Bank Arena, pursuant to Bid No. 23-223. (Ryan Weiss)
 - Public Comment
 - (Staff recommendation: Approval)
8. Bill No. WH 24-4
Resolution to approve a Contract between the West Haymarket JPA and AVaaSE for a total amount not to exceed \$92,755.00 for new TVs for the Pinnacle Bank Arena, pursuant to Bid No. 23-239. (Ryan Weiss)
 - Public Comment
 - (Staff recommendation: Approval)

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9. Bill No. WH 24-5
Resolution to approve a Contract between the West Haymarket JPA and Wired, Inc. for a total amount not to exceed \$14,487.14 for loading dock power improvement for the Pinnacle Bank Arena, pursuant to Bid No. 23-234. (Ryan Weiss)
 - Public Comment
 - (Staff recommendation: Approval)
10. Bill No. WH 24-6
Resolution to approve a Contract between the West Haymarket JPA and Brown Brothers Construction, Inc. for a total amount not to exceed \$24,041.34 for construction of the understairs storage room for the Pinnacle Bank Arena, pursuant to Bid No. 23-233. (Ryan Weiss)
 - Public Comment
 - (Staff recommendation: Approval)
11. Bill No. WH 24-7
Resolution to approve a Contract between the West Haymarket JPA and Nebraska Sign Company for a total amount not to exceed \$10,951.43 for the purchase of a backstage sign for the Pinnacle Bank Arena, pursuant to Bid No. 23-235. (Ryan Weiss)
 - Public Comment
 - (Staff recommendation: Approval)
12. Bill No. WH 24-8
Resolution to approve a Contract between the West Haymarket JPA and Theatrical Media Services for a total amount not to exceed \$47,540.00 for a follow spot for the Pinnacle Bank Arena, pursuant to Bid No. 23-236. (Ryan Weiss)
 - Public Comment
 - (Staff recommendation: Approval)
13. Bill No. WH 24-9
Resolution authorizing the Chairperson and/or Purchasing Agent to issue a purchase order to the lowest responsible bidder, Douglas Equipment, for the purchase of double-wide refrigerators for the Pinnacle Bank Arena, for a sum not to exceed \$77,802.90. (Ryan Weiss)
 - Public Comment
 - (Staff recommendation: Approval)
14. Bill No. WH 24-10
Resolution authorizing the Chairperson and/or Purchasing Agent to issue a purchase order to the lowest responsible bidder, Hamilton Equipment Co., for the purchase of a utility work vehicle for the Pinnacle Bank Arena, for a sum not to exceed \$76,715.00. (Ryan Weiss)
 - Public Comment
 - (Staff recommendation: Approval)

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15. Bill No. WH 24-11
Resolution authorizing the Chairperson and/or Purchasing Agent to issue a purchase order to the lowest responsible 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 \$60,176.08. (Ryan Weiss)
 - Public Comment
 - (Staff recommendation: Approval)
16. Bill No. WH 24-12
Resolution to approve an Agreement between the West Haymarket JPA and DLR Group for engineering services for the Venue Upgrades Study at the Pinnacle Bank Arena for an amount not to exceed \$86,800.00. (Ryan Weiss)
 - Public Comment
 - (Staff recommendation: Approval)
17. Bill No. WH 24-13
Resolution to approve a Contract between the West Haymarket JPA and Inteconnex for a total amount not to exceed \$62,387.96 for security cameras for the Pinnacle Bank Arena, pursuant to Bid No. 23-280. (Ryan Weiss)
 - Public Comment
 - (Staff recommendation: Approval)
18. Bill No. WH 24-14
Resolution to approve a Contract between the West Haymarket JPA and Commonwealth Electric Company of the Midwest for a total amount not to exceed \$163,977.00 for a new Lutron Control System for the Pinnacle Bank Arena, pursuant to Bid No. 23-287. (Ryan Weiss)
 - Public Comment
 - (Staff recommendation: Approval)
19. Bill No. WH 24-15
Resolution to approve a Contract between the West Haymarket JPA and Mitsubishi Electric for a total amount not to exceed \$144,680.00 for new LED corner scoreboards for the Pinnacle Bank Arena, pursuant to Bid No. 23-278. (Ryan Weiss)
 - Public Comment
 - (Staff recommendation: Approval)
20. Bill No. WH 24-16
Resolution to approve a Contract between the West Haymarket JPA and REB Steel Equipment Corporation for a total amount not to exceed \$105,758.33 for construction of a storage loft for the Pinnacle Bank Arena, pursuant to Bid No. 23-242. (Ryan Weiss)
 - Public Comment
 - (Staff recommendation: Approval)

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21. Bill No. WH 24-17
Resolution to approve an Amendment to Contract between the West Haymarket JPA and Inteconnect, Inc. dba Inteconnex for a total amount not to exceed \$65,000.00 for physical access and control system equipment and services for the Pinnacle Bank Arena, pursuant to MOU178. (Ryan Weiss)
 - Public Comment
 - (Staff recommendation: Approval)
22. Next Meeting Date: The next meeting date will be Thursday, April 25, 2024 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.
23. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
August 25, 2023

Meeting Began At: 2:32 P.M.

Meeting Ended At: 3:05 P.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 April 27, 2023.

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

Item 4 – Approval of the minutes from the JPA special meeting held June 7, 2023.

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

Item 5 – Approval of the Payment Register for April through July 2023 and review of the Expenditure Report as of July 31, 2023.

Lyn Heaton, Finance Director and JPA Treasurer, stated in reviewing the April through July 2023 payment register the major payments consisted of the following:

- \$6,814,471.57 to Union Bank & Trust Company for semiannual JPA Bond Interest.
- \$98,372.75 to City of Lincoln for third quarter Fiscal Year 2022-23 City staff costs as adopted in the 2022-23 JPA Operating Budget.
- \$558,786.54 to City of Lincoln-Parking Services for March 2023 through May 2023 JPA parking garage management. Collected \$737,000 in parking revenues during this time period.
- \$1,022,487.50 to District Energy Corporation for the March 2023 through June 2023 West Haymarket billings. \$767,658.74 was billed back to customers (75.1%).
- \$557,788.22 to Pinnacle Bank Arena for the following:
 1. \$95,434.97 for arena repair, maintenance, and minor equipment for March 2023 through June 2023.
 2. \$62,353.25 for LED display board previously approved by the Board.
 3. \$250,000.00 for fourth quarter Fiscal Year 2022-23 sponsorships.
 4. \$150,000.00 for fourth quarter Fiscal Year 2022-23 operating increment.

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

Item 6 – WH 23-18 Resolution to approve the proposed operating budget and capital improvement program for the West Haymarket JPA for September 1, 2023 through August 31, 2024.

Heaton displayed a pie graph representing the major categories of revenues and explained that overall the revenues are up 6.2% compared to the FY2020 budget revenues. We are budgeting for a 2% increase in occupation taxes over what we are projecting to conclude this fiscal year on giving us the total of \$22.1 million. Intergovernmental revenue is the amount we received from the IRS for the Build America Bonds on the interest subsidy that is budgeted at almost \$3.5 million. Rental income is from the arena premium seat revenues totaling \$2.9 million based off of the new contract amounts approved by the Board. This also includes the Amtrak facility rental and rental revenue from the arena itself. DEC revenues for the customer reimbursements are budgeted at \$2.3 million pursuant to an estimate and the rates provided by LES and the DEC. Parking revenues are budgeted at \$3.3 million based on an estimate from City of Lincoln Parking Services representing a 2% increase over the projected current fiscal year total. Finally, miscellaneous revenues are budgeted at a little over \$1 million representing the sponsorship revenue payments received pursuant to the contract with IMG/Learfield. The total revenues budgeted are \$35,847,059.00. Gaylor Baird asked how confident we are on the 2% growth in parking revenue. Heaton explained it is a 2% growth over what is estimated for the current fiscal year and based on conversations he has had with parking services. Gaylor Baird asked if the current year budget is performing up to expectations when it comes to revenue from parking. Heaton stated it looks like we will conclude the year over budget by about \$170,000.

On the expense side, Heaton explained overall the proposed budget is down 1.4% compared to the budget adopted for FY2023. Miscellaneous and contractual services are budgeted at \$929,509.00 which includes \$351,000 to purchase Husker basketball tickets for the suite and loge holders that we have contracts with; \$50,000 for project management with Project Control; and \$411,000 for City staff pursuant to estimates provided. Parking deck management services with Parking Services is budgeted at a little over \$2 million based on budgeted figures provided by City Parking Services in Urban Development. Thermal heating and cooling which are the DEC charges estimated at \$3.1 million, with \$2.3 million being collected back from the customers. Other building maintenance is budgeted at \$747,724.00 that includes \$416,800.00 for PBA annual maintenance agreements, \$115,620.00 for PBA annual inspections and other typical maintenance, \$200,000.00 for miscellaneous repairs, and \$15,000.00 for Amtrak Station janitorial service and repairs. \$1.5 million is budgeted for the Lincoln Youth Complex per that agreement and the Board's approval making this the second payment.

On the capital outlay side, Heaton explained \$1.6 million it is budgeted for equipment at the arena which includes \$480,000.00 for IPTV replacement, \$180,000.00 for annual technology repair and replacement, \$160,000.00 for operational equipment, \$150,000.00 for a new basketball floor, and \$125,000.00 for lighting control upgrades. Building capital improvements proposed for this budget are \$1.37 million, consisting of corner scoreboards for \$400,000.00, arena ramp and elevated plaza concrete repairs for \$250,000.00, and main concourse lighting upgrade for \$250,000.00. Ground improvement items budgeted total \$849,600.00, consisting of a Block 4 Streetscape project, \$475,000.00 for the Canopy Park Redevelopment Agreement,

parking paving project for \$350,000.00 underneath the Harris Overpass, and the Canopy renovation project for \$150,000.00.

Debt service payments are budgeted at \$23,427,727.00 per our debt service schedules. As Heaton mentioned earlier, the IRS interest subsidies do offset this at about \$3.5 million.

Total expenditures budgeted for fiscal year 2024 are \$38,331,332.00.

Heaton provided a graph of the occupation tax revenues. Occupation taxes are performing very well. For 2023 he believes we will conclude the year at the equivalent for the original projections for the year 2037. With one month left, it is estimated that we will conclude the year up a little over 10% compared to last year's occupation tax revenues.

In presenting a graph of the projected cash balances, Heaton explained the cash balances are well above what is expected of us in terms of reserve cash for the bonds. Moving forward, everything looks very good.

Beckius asked if the budgeted amount for the concrete repair for the ramp is a place holder or a true number that was determined from the study done. Caleb Swanson with Project Control explained that right now this amount is mostly a place holder. Clare asked if the ramp expense will be paid by the endowment. Swanson stated it will depend on what work is done but they intend to use the endowment funds for the ramp project, Harris Overpass project, as well as the canopy project. Anything that will be eligible for endowment funds will be used.

Clare commented that this is something to celebrate. The fact that we got through COVID and are in the position we are now. Investing \$4.5 million into a baseball complex is really outstanding. He stated, remember this is paid for by the occupation taxes which is collected from restaurants, bars, hotels, and rental cars. If we can attract people to the City with the baseball complex, this will create more revenue at restaurants, bars, and hotels. He stated this is a big deal and he is excited and proud of the management of the finances. There are a thousand communities throughout the country that would change places with us in a minute because we are on solid financial footing. Heaton thanked Clare and stated we are really proud of the arena. There are a number of expenses that will come up as it is a ten year old arena, but we have planned for those and they are accounted for in our long term cash flow.

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

Item 7 - WH 23-19 Resolution to approve an Amendment to Memorandum of Understanding between the West Haymarket JPA and Project Control of Texas, Inc., for Construction Management Services for a term of September 1, 2023 through August 31, 2024 with costs not to exceed \$50,000.00.

Chris Connolly, City Law Department, stated Project Control has done a wonderful job for many years and they continue to do so. Swanson thanked the Board for the opportunity to work for the Board for another year. He explained this is an addendum to the existing agreement in place for a one-year extension with the lid on costs remaining the same. The only difference is a slight

increase to the hourly rate. Clare thanked him and stated they have done a fantastic job and are always there when needed and have been a tremendous partner all the way through.

Gaylor Baird added her gratitude for their consistence and dedication to the success of this project and for being a wonderful partner for the City and JPA.

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

Item 8 – WH 23-20 Resolution to prohibit possession or cause to be present a weapon on West Haymarket JPA property.

Connolly stated with the passage of LB77 by the legislature we felt like it was appropriate to look at a policy or process for banning weapons within the PBA and all JPA property. This resolution establishes this policy and is mirrored off of the policy that was recently adopted by the Public Building Commission. Essentially there is a definition of weapons for when they can be possessed and when they can't. Certainly, in the Pinnacle Bank Arena, they can't be possessed. If they are possessing a weapon, that would be deemed trespassing and they would be subject to criminal penalties. This would become effective on September 1, 2023.

Beckius thanked Connolly for the extra information regarding this particular resolution and how it fits in with other university facilities and the prohibitions that they have there.

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

Item 9 – WH 23-21 Resolution to approve a Letter Agreement between the West Haymarket Joint Public Agency and the University of Nebraska to extend the License Term of the Lease and Operating Agreement for an additional five (5) years through June 30, 2028 for the assignment of and certain rights to three UNL Suites to the JPA.

Connolly stated the University controls four suites at the arena. They use one for themselves and there are three that the JPA is authorized to sell on their behalf. Eighty-eight percent of the proceeds go to the University and twelve percent go to the JPA. In 2018, a renewal was done and this resolution seeks to extend the term for another five years.

Gaylor Baird commented this is another strong partnership between the University and the JPA and we are grateful for that.

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

Item 10 – WH 23-22 Resolution authorizing the Chairperson and/or Purchasing Agent to enter into a Contract or issue a purchase order to the lowest, responsive, responsible bidder, for the purchase of food and beverage equipment for the Pinnacle Bank Arena, for a sum not to exceed \$62,922.22.

Connolly explained this is pretty standard. Equipment is starting to break down and reach end of life. We don't have a lot of information on the specifics of the equipment, but Tim Savona, PBA General Manager, was there to answer any questions.

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

Item 11 – WH 23-23 Resolution to approve the Letter Agreement to engage FORVIS to perform an audit of the West Haymarket Joint Public Agency financial statements in accordance with generally accepted auditing standards for the year ended August 31, 2023.

Heaton explained this is our annual letter agreement with FORVIS formerly known as BKD. This follows the City's contract with FORVIS. However, this is being presented to the JPA as a separate body to have the opportunity to approve this as well.

Clare commented that again this has been a great partnership.

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

Item 12 - WH 23-24 Resolution to authorize the Chair to negotiate with Charter Communications Operating, LLC d/b/a Spectrum a Right of Entry Agreement to enter upon property located near the Pinnacle Bank Arena to install new equipment for video at Pinnacle Bank Arena and to authorize the Chair to execute said Right of Entry Agreement.

Connolly explained Spectrum notified them a couple of weeks ago that they needed to get into the building to install some additional fiber and equipment to operate video services. They asked for a Right-of-Entry and there wasn't enough time to negotiate an agreement as this needs to be completed by September as they need it for basketball games. We will use our form. Since we are not having another meeting until December, we thought it would be better to set it up this way and to allow the Chair to execute the Right-of-Entry after the terms are negotiated.

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

Item 13 - Next Meeting Date.

The next meeting will be Friday, December 15, 2023 at 10:00 a.m. in Council Chambers, First Floor of the County-City Building.

Item 14 – Motion to Adjourn

Beckius moved to adjourn. Motion seconded by Clare. The meeting adjourned at 3:05 p.m.

West Haymarket Joint Public Agency
Payment Register by Payee
8/1/2023 - 11/30/2023

Payee	Remark	Document Number	Business Unit	Obj Acct	Object Code Description	Payment Date	Payment Number	Amount
American Insitute of Architects NE Chap - 629828								
	Red 1 Garage Refund	2219769	06096	3941.61	Deck 1-Lease	11/29/2023	641635	1,352.25
Total - American Insitute of Architects NE Chap - 629828								1,352.25
BFP LLC - 468594								
	Loge 9 Refund Security Deposit	2210224	950	2155.10	5 Bayer 090123	9/14/2023	195731	1,000.00
Total - BFP LLC - 468594								1,000.00
Black Hills Energy - 98079								
	277 Pinnacle Arena Dr	2204584	06095	5825	Natural Gas	8/3/2023	193990	51.17
	277 Pinnacle Arena DR	2209209	06095	5825	Natural Gas	9/7/2023	195521	51.17
	277 Pinnacle Arena Dr	2212844	06095	5825	Natural Gas	10/5/2023	196554	52.29
	277 Pinnacle Arena Dr	2217114	06095	5825	Natural Gas	11/9/2023	198218	51.32
Total - Black Hills Energy - 98079								205.95
Pinnacle Bank Arena - 604774								
	Arena Repairs, Maint&CIP Jun23	2204585	06095	6132	Buildings	8/3/2023	194086	62,353.25
	Arena Repairs, Maint&CIP Jun23	2204585	06095	6076	Miscellaneous Equipment	8/3/2023	194086	11,030.85
	Arena Repairs, Maint&CIP Jun23	2204585	06095	6069	Data Processing Equipment	8/3/2023	194086	2,014.60
	Arena Repairs, Maint&CIP Jun23	2204585	06095	5870	Other Bldg Maintenance	8/3/2023	194086	35,999.76
	Arena Repairs, Maint&CIP 7/23	2208291	06095	5870	Other Bldg Maintenance	8/31/2023	195395	42,725.36
	Arena Repairs, Maint&CIP 7/23	2208291	06095	6069	Data Processing Equipment	8/31/2023	195395	5,420.74
	Arena Repairs, Maint&CIP 7/23	2208291	06095	6076	Miscellaneous Equipment	8/31/2023	195395	31,041.95
	Sponsorship/Op Increment Qtr 1	2212112	06095	5643	Management Services	9/28/2023	196378	262,500.00
	Sponsorship/Op Increment Qtr 1	2212112	06097	5643	Management Services	9/28/2023	196378	150,000.00
	Arena Repair, Maint & CIP 8/23	2213835	06095	5870	Other Bldg Maintenance	10/12/2023	197260	32,572.25
	Arena Repair, Maint & CIP 8/23	2213835	06095	6076	Miscellaneous Equipment	10/12/2023	197260	36,213.10
	Arena Repair, Maint & CIP 8/23	2213835	06095	6132	Buildings	10/12/2023	197260	2,483.36
	Arena Repair Maint & CIP Sept23	2216418	06095	5870	Other Bldg Maintenance	11/2/2023	198084	32,346.31
Total - City of Lincoln - 604774								706,701.53
City of Lincoln - Accounting Dept - 120272								
	City Staff Reimburse 4th Qtr	2205410	06095	5621	Misc Contractual Services	8/9/2023	640122	98,372.75
Total - City of Lincoln - Accounting Dept - 120272								98,372.75
City of Lincoln - Parking - 431100								
	JPA Parking Garage Mgmt 6/23	2204586	06095	5643.61	Deck 1 Mgmt Services	8/2/2023	640074	23,824.14
	JPA Parking Garage Mgmt 6/23	2204586	06095	5643.62	Deck 2 Mgmt Services	8/2/2023	640074	15,289.90
	JPA Parking Garage Mgmt 6/23	2204586	06095	5643.63	Deck 3 Mgmt Services	8/2/2023	640074	20,781.17

West Haymarket Joint Public Agency
Payment Register by Payee
8/1/2023 - 11/30/2023

Payee	Remark	Document Number	Business Unit	Obj Acct	Object Code Description	Payment Date	Payment Number	Amount
	JPA Parking Garage Mgmt 7/23	2208288	06095	5643.61	Deck 1 Mgmt Services	8/30/2023	640467	40,571.70
	JPA Parking Garage Mgmt 7/23	2208288	06095	5643.62	Deck 2 Mgmt Services	8/30/2023	640467	50,351.30
	JPA Parking Garage Mgmt 7/23	2208288	06095	5643.63	Deck 3 Mgmt Services	8/30/2023	640467	78,659.12
	JPA Parking Garage Mgmt 8/23	2212114	06095	5643.61	Deck 1 Mgmt Services	9/27/2023	640808	161,163.70
	JPA Parking Garage Mgmt 8/23	2212114	06095	5643.62	Deck 2 Mgmt Services	9/27/2023	640808	107,785.57
	JPA Parking Garage Mgmt 8/23	2212114	06095	5643.63	Deck 3 Mgmt Services	9/27/2023	640808	107,296.17
	JPA Parking Garage Mgmt 9/23	2215734	06095	5643.61	Deck 1 Mgmt Services	10/25/2023	641206	10,711.15
	JPA Parking Garage Mgmt 9/23	2215734	06095	5643.62	Deck 2 Mgmt Services	10/25/2023	641206	10,048.50
	JPA Parking Garage Mgmt 9/23	2215734	06095	5643.63	Deck 3 Mgmt Services	10/25/2023	641206	13,337.47
Total - City of Lincoln - Parking - 431100								639,819.89
City Treasurer - 101418								
	July 2023 credit card fees	2208284	06095	5996	Credit Card/Bank Fees	8/30/2023	640443	85.02
	August 2023 Credit card fees	2212837	06095	5996	Credit Card/Bank Fees	10/4/2023	640886	116.46
Total - City Treasurer - 101418								201.48
Continental Republic Capital LLC - 472905								
	Litter Clean-up	2207462	06095	5621	Misc Contractual Services	8/24/2023	195094	2,212.84
Total - Continental Republic Capital LLC - 472905								2,212.84
County/City Property Management - 77921								
	Acct #209-1 July	2206530	06095	5261	Postage	8/17/2023	194472	177.82
	Amtrak Station FY 23-24	2210225	06095	5870	Other Bldg Maintenance	9/14/2023	195657	5,303.22
	Acct #209-1 Aug	2212117	06095	5261	Postage	9/28/2023	196259	234.26
	Acct #209-1 Sept	2215731	06095	5261	Postage	10/26/2023	197726	137.93
	Acct #209-1 Oct	2217875	06095	5261	Postage	11/16/2023	198489	121.29
Total - County/City Property Management - 77921								5,974.52
Daktronics Inc - 596950								
	WHJPA 109462.009	2215733	06095	5633	Software	10/26/2023	197831	128,352.00
Total - Daktronics Inc - 596950								128,352.00
District Energy Corporation - 588846								
	Customer Id 0005	2206534	06095	5835	Thermal Heating & Cooling	8/17/2023	194596	251,008.60
	Customer Id 0005	2210230	06095	5835	Thermal Heating & Cooling	9/14/2023	195753	254,169.45
	Customer Id 0005	2213828	06095	5835	Thermal Heating & Cooling	10/12/2023	197233	248,360.25
	Customer Id 0005	2217877	06095	5835	Thermal Heating & Cooling	11/16/2023	198577	250,223.40
Total - District Energy Corporation - 588846								1,003,761.70

West Haymarket Joint Public Agency
Payment Register by Payee
8/1/2023 - 11/30/2023

Payee	Remark	Document Number	Business Unit	Obj Acct	Object Code Description	Payment Date	Payment Number	Amount
DLR Group Inc - 249308								
	PBA PED Bridge Assessment Aug	2215732	06095	6132	Buildings	10/26/2023	197778	13,185.00
Total - DLR Group Inc - 249308								13,185.00
Dragon Pizza LLC - 628712								
	Occupation Tax Refund	2207461	06094	3080.01	Bar/Restaurant	8/23/2023	640406	541.34
Total - Dragon Pizza LLC - 628712								541.34
Forvis LLP - 406174								
	WHJPA #0081643	2215730	06095	5624	Auditing Services	10/26/2023	197800	6,000.00
Total - Forvis LLP - 406174								6,000.00
Information Services - 98642								
	JPA FY 2023-24	2213833	06095	5631	Data Processing Services	10/11/2023	640966	766.00
Total - Information Services - 98642								766.00
Lee Enterprises Inc - 38391								
	Acct 118-60115244	2210159	06095	5952	Advertising/Media Serv	9/14/2023	195631	89.53
Total - Lee Enterprises Inc - 38391								89.53
Lincoln Electric System - 53356								
	200 N 7th ST	2205416	06095	5821	Electricity - Bldg & Grnds	8/10/2023	194184	127.83
	605 N 8th ST PK LOT LGH	2205415	06095	5821	Electricity - Bldg & Grnds	8/10/2023	194184	49.35
	277 Pinnacle Arena DR	2205414	06095	5821	Electricity - Bldg & Grnds	8/10/2023	194184	539.82
	605 N 8th ST PK LOT LGH	2209208	06095	5821	Electricity - Bldg & Grnds	9/7/2023	195504	49.45
	277 Pinnacle Arena DR	2209207	06095	5821	Electricity - Bldg & Grnds	9/7/2023	195504	565.46
	200 N 7th St	2209206	06095	5821	Electricity - Bldg & Grnds	9/7/2023	195504	124.08
	200 N 7th St	2212838	06095	5821	Electricity - Bldg & Grnds	10/5/2023	196534	132.77
	277 Pinnacle Arena Dr	2212839	06095	5821	Electricity - Bldg & Grnds	10/5/2023	196534	496.66
	605 N 8th ST PK LOT LGH	2212840	06095	5821	Electricity - Bldg & Grnds	10/5/2023	196534	51.50
	200 N 7th St	2217111	06095	5821	Electricity - Bldg & Grnds	11/9/2023	198170	126.70
	277 Pinnacle Arena Dr	2217112	06095	5821	Electricity - Bldg & Grnds	11/9/2023	198170	347.26
	605 N 8th St PK LOT LGH	2217113	06095	5821	Electricity - Bldg & Grnds	11/9/2023	198170	50.93
Total - Lincoln Electric System - 53356								2,661.81
Lincoln Water System - 98415								
	277 Pinnacle Arena DR	2205412	06095	5830	Water	8/9/2023	640141	150.00
	277 Pinnacle Arena Dr	2207456	06095	5830	Water	8/23/2023	640336	254.07

West Haymarket Joint Public Agency
Payment Register by Payee
8/1/2023 - 11/30/2023

Payee	Remark	Document Number	Business Unit	Obj Acct	Object Code Description	Payment Date	Payment Number	Amount
Total - Lincoln Water System - 98415	277 Pinnacle Arena Dr	2215729	06095	5830	Water	10/25/2023	641187	249.97
								654.04
Olsson Inc - 37233								
	ON CALL SERV WH01342	2215726	06095	5628	Consultant Services	10/26/2023	197707	2,889.49
	ON CALL SERV WH01342	2215727	06095	5628	Consultant Services	10/26/2023	197707	1,785.97
Total - Olsson Inc - 37233								4,675.46
Prairie Mechanical Corporation - 627397								
	Amtrak 11/02/2023	2217874	1			11/16/2023	198680	347.33
Total - Prairie Mechanical Corporation - 627397								347.33
Project Control of Texas, Inc - 598263								
	PROJECT MGT SERVICES	2207465	06095	5621	Misc Contractual Services	8/24/2023	195126	4,254.00
	PROJECT MGT SERVICES	2210161	06095	5621	Misc Contractual Services	9/14/2023	195766	4,659.75
	PROJECT MGT SERVICES	2215724	06095	5621	Misc Contractual Services	10/26/2023	197833	1,085.00
	PROJECT MGT SERVICES	2215725	06095	5621	Misc Contractual Services	10/26/2023	197833	552.50
	PROJECT MGT SERVICES	2217879	06095	5621	Misc Contractual Services	11/16/2023	198592	1,006.25
Total - Project Control of Texas, Inc - 598263								11,557.50
Public Building Commission - 102154								
	Space Rental 8/23	2205409	06095	5931	Parking Rent Bldg Comm	8/10/2023	194221	8.75
	Space Rental 8/23	2205409	06095	5928	Rent of Co/ City Bldg Space	8/10/2023	194221	86.10
	Space Rental 9/23	2210229	06095	5931	Parking Rent Bldg Comm	9/14/2023	195681	8.75
	Space Rental 9/23	2210229	06095	5928	Rent of Co/ City Bldg Space	9/14/2023	195681	86.10
	Space Rental 10/23	2214118	06095	5928	Rent of Co/ City Bldg Space	10/12/2023	197145	86.10
	Space Rental 10/23	2214118	06095	5931	Parking Rent Bldg Comm	10/12/2023	197145	8.75
	Space Rental 11/23	2217876	06095	5928	Rent of Co/ City Bldg Space	11/16/2023	198507	86.10
	Space Rental 11/23	2217876	06095	5931	Parking Rent Bldg Comm	11/16/2023	198507	8.75
Total - Public Building Commission - 102154								379.40
Ralph Castner - 628934								
	Red 1 Garage Football Refund	2210632	06096	3943.61	Deck 1-Football	9/20/2023	640758	110.00
Total - Ralph Castner - 628934								110.00
Rebecca Liebsack - 628694								
	Blue 3 Garage Refund	2206661	06096	3941.63	Deck 3-Lease	8/23/2023	640398	95.00

West Haymarket Joint Public Agency
Payment Register by Payee
8/1/2023 - 11/30/2023

Payee	Remark	Document Number	Business Unit	Obj Acct	Object Code Description	Payment Date	Payment Number	Amount
Total - Rebecca Liebsack - 628694								95.00
Risk Management - 120299								
	Liability Insurance 2023-24	2213829	06095	5783	General Liability	10/11/2023	640972	34,341.00
	Liability Insurance 2023-24	2213829	06095	5794	Public Officials	10/11/2023	640972	30,277.00
	Property Insurance 23-2024	2213830	06095	5786	Property	10/11/2023	640972	272,964.00
	Property Insurance 23-2024	2213830	06095	5795	Misc Insurance Floater	10/11/2023	640972	4,587.00
Total - Risk Management - 120299								342,169.00
State of Nebraska - 486565								
	Account 567850	2205411	06095	5763	Printing	8/9/2023	640160	145.70
Total - State of Nebraska - 486565								145.70
State of Nebraska - 82350								
	Waste Reduction Fee 7/22-6/23	2212116	06095	5993	Fees Paid to State of NE	9/27/2023	640779	25.00
Total - State of Nebraska - 82350								25.00
Union Bank & Trust Company - 324566								
	WHJPA Series 2010A 10/22-9/23	2213834	195011	6233	Bd Trustee Pmt-Serv Chg	10/11/2023	640943	524.00
Total - Union Bank & Trust Company - 324566								524.00
University of Nebraska-Lincoln - 118009								
	loge & suite season tickets	2210228	06095	5621	Misc Contractual Services	9/13/2023	640572	240,000.00
	loge & suite season tickets	2210227	06095	5621	Misc Contractual Services	9/13/2023	640572	93,500.00
Total - University of Nebraska-Lincoln - 118009								333,500.00
Visual Edge IT Inc - 616389								
	Copy Machine	2208984	06095	5762	Photocopying	8/31/2023	195420	5.85
	Copy Machine	2208984	06095	5762	Photocopying	8/31/2023	195420	72.87
	Copy Machine	2208983	06095	5762	Photocopying	8/31/2023	195420	12.51
	CM for 24AR976491 Batch 967501	2212903	06095	5762	Photocopying	10/5/2023	196639	-12.51
	July15 -Aug 14, 23 Invoice	2212904	06095	5762	Photocopying	10/5/2023	196639	5.10
	CSL-FD00 8/15/ 23-9/14/23	2214712	06095	5762	Photocopying	10/19/2023	197606	7.41
Total - Visual Edge IT Inc - 616389								91.23
Windstream - 76881								
	402-477-6387	2205413	06095	5829	Telephone	8/10/2023	194199	140.07
	402-477-6387	2209205	06095	5829	Telephone	9/7/2023	195513	139.84

West Haymarket Joint Public Agency
Payment Register by Payee
8/1/2023 - 11/30/2023

Payee	Remark	Document Number	Business Unit	Obj Acct	Object Code Description	Payment Date	Payment Number	Amount
	402-477-6387	2213832	06095	5829	Telephone	10/12/2023	197108	139.84
	402-477-6387	2217115	06095	5829	Telephone	11/9/2023	198185	144.22
Total - Windstream - 76881								563.97
Grand Total								3,306,036.22

West Haymarket Joint Public Agency
Operating Expenditure Report
For the period ending 11/30/2023

Fund Group	Original Budget YTD November 2023	Prior Year Carryover and Revisions YTD November 2023	Total Budget YTD November 2023	Actual YTD November 2023	Encumbered YTD November 2023	Available Balance
51 - JPA						
00950 - West Haymarket Revenue						
11 - Materials & Supplies						
5221. - Office Supplies	250.00	0.00	250.00	0.00	0.00	250.00
5261. - Postage	3,000.00	0.00	3,000.00	493.48	0.00	2,506.52
5323. - Bldg Maint Supplies	500.00	0.00	500.00	0.00	0.00	500.00
Total - 11 - Materials & Supplies	3,750.00	0.00	3,750.00	493.48	0.00	3,256.52
12 - Other Services & Charges						
5621. - Misc Contractual Services	922,509.00	55,128.50	977,637.50	396,014.75	102,484.75	479,138.00
5624. - Auditing Service	24,000.00	0.00	24,000.00	6,000.00	0.00	18,000.00
5628. - Consultant Services	43,320.00	23,124.25	66,444.25	4,675.46	18,448.79	43,320.00
5631. - Data Processing Service	766.00	0.00	766.00	766.00	0.00	0.00
5633. - Software	130,000.00	0.00	130,000.00	128,352.00	0.00	1,648.00
5635. - Delivery Service	500.00	0.00	500.00	0.00	0.00	500.00
5643. - Management Services	1,867,000.00	0.00	1,867,000.00	412,500.00	0.00	1,454,500.00
5643.61 - Deck 1 Mgmt Services	857,005.00	0.00	857,005.00	214,536.74	0.00	642,468.26
5643.62 - Deck 2 Mgmt Services	557,095.00	0.00	557,095.00	151,073.52	0.00	406,021.48
5643.63 - Deck 3 Mgmt Services	641,003.00	0.00	641,003.00	153,441.32	0.00	487,561.68
5683.04 - Snow Removal	500.00	0.00	500.00	0.00	0.00	500.00
5683.05 - Fire Alarm Monitoring	650.00	0.00	650.00	0.00	0.00	650.00
5725. - Mileage - Personal Vehicles	0.00	0.00	0.00	41.92	0.00	-41.92
5762. - Photocopying	300.00	0.00	300.00	0.00	0.00	300.00
5763. - Printing	200.00	0.00	200.00	0.00	0.00	200.00
5783. - General Liability	34,341.00	0.00	34,341.00	34,341.00	0.00	0.00
5786. - Property	272,964.00	0.00	272,964.00	272,964.00	0.00	0.00
5794. - Public Officials	30,277.00	0.00	30,277.00	30,277.00	0.00	0.00
5795. - Misc Insurance Floater	4,587.00	0.00	4,587.00	4,587.00	0.00	0.00
5821. - Electricity - Bldg & Grnds	8,000.00	0.00	8,000.00	1,205.82	0.00	6,794.18
5825. - Natural Gas	2,000.00	0.00	2,000.00	202.16	0.00	1,797.84
5829. - Telephone	1,550.00	0.00	1,550.00	427.64	0.00	1,122.36
5830. - Water	1,700.00	0.00	1,700.00	249.97	0.00	1,450.03
5835. - Thermal Heating & Cooling	3,100,000.00	0.00	3,100,000.00	752,753.10	0.00	2,347,246.90
5856. - City Share Linc Center Maint	21,000.00	0.00	21,000.00	0.00	0.00	21,000.00
5862. - Grounds Maintenance	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
5870. - Other Bldg Maintenance	747,724.00	0.00	747,724.00	95,533.28	0.00	652,190.72
5928. - Rent of Co/City Bldg Space	1,034.00	0.00	1,034.00	258.30	0.00	775.70
5931. - Parking Rent Bldg Comm	105.00	0.00	105.00	26.25	0.00	78.75
5952. - Advertising/Media Serv	400.00	0.00	400.00	0.00	0.00	400.00
5988. - Transfer of Funds	1,500,000.00	0.00	1,500,000.00	0.00	0.00	1,500,000.00
5993. - Fees Paid to State of NE	25.00	0.00	25.00	25.00	0.00	0.00
5996. - Credit Card/Bank Fees	7,500.00	0.00	7,500.00	116.46	0.00	7,383.54
Total - 12 - Other Services & Charges	10,793,055.00	78,252.75	10,871,307.75	2,660,368.69	120,933.54	8,090,005.52

**West Haymarket Joint Public Agency
Operating Expenditure Report
For the period ending 11/30/2023**

Fund Group	Original Budget YTD November 2023	Prior Year Carryover and Revisions YTD November 2023	Total Budget YTD November 2023	Actual YTD November 2023	Encumbered YTD November 2023	Available Balance
13 - Capital Outlay - Equipment						
6068. - Concession Equipment	155,000.00	62,915.94	217,915.94	0.00	117,142.58	100,773.36
6076. - Miscellaneous Equipment	1,635,000.00	0.00	1,635,000.00	62,569.00	0.00	1,572,431.00
Total - 13 - Capital Outlay - Equipment	1,790,000.00	62,915.94	1,790,000.00	62,569.00	117,142.58	1,673,204.36
14 - Capital Outlay - Improvements						
6132. - Buildings	1,370,000.00	0.00	1,370,000.00	15,668.36	0.00	1,354,331.64
6140. - Grounds Improvements	849,600.00	0.00	849,600.00	0.00	0.00	849,600.00
6142. - Sewer System	97,200.00	0.00	97,200.00	0.00	0.00	97,200.00
Total - 14 - Capital Outlay - Improvements	2,316,800.00	0.00	2,316,800.00	15,668.36	0.00	2,301,131.64
15 - Debt Service						
6233. - Bd Trustee Pmt-Serv Chg	2,720.00	0.00	2,720.00	1,148.00	0.00	1,572.00
6234. - Bd Trustee Pmt-Principal	9,980,000.00	0.00	9,980,000.00	9,980,000.00	0.00	0.00
6235. - Bd Trustee Pmt-Interest	13,445,007.00	0.00	13,445,007.00	6,815,800.43	0.00	6,629,206.57
Total - 15 - Debt Service	23,427,727.00	0.00	23,427,727.00	16,796,948.43	0.00	6,630,778.57
Total - 00950 - West Haymarket Revenue	38,331,332.00	141,168.69	38,409,584.75	19,536,047.96	238,076.12	18,698,376.61
Total - 51 - JPA	38,331,332.00	141,168.69	38,409,584.75	19,536,047.96	238,076.12	18,698,376.61
Grand Total	38,331,332.00	141,168.69	38,409,584.75	19,536,047.96	238,076.12	18,698,376.61

West Haymarket Joint Public Agency
Statement of Revenues and Expenditures
As of 11/30/2023

	JPA Fund 950	JPA Fund 951	JPA Funds 952-956	JPA Total
Revenues:				
Occupation Taxes	6,035,049.03			6,035,049.03
Permits & Fees - P/F	385.00			385.00
Reimbursement for Serv -R/S	486,003.98			486,003.98
Interest	506,581.06	11,765.95		518,347.01
Suite and Premium Seating	433,901.80			433,901.80
Facility Lease & Other Rent	22,038.62			22,038.62
Parking Revenue - R/S	1,106,359.26			1,106,359.26
Naming Rights & Sponsorship	20,000.00			20,000.00
Miscellaneous	235.98			235.98
Total Revenue	8,610,554.73	11,765.95		8,622,320.68
Expenditures:				
General Government	2,739,099.53			2,739,099.53
Debt Service-Service Charge	1,148.00			1,148.00
Debt Service P & I	16,795,800.43			16,795,800.43
Total Expenditures	19,536,047.96			19,536,047.96
Excess (Deficiency) of Revenue Over Expenditures	(10,925,493.23)	11,765.95		(10,913,727.28)
Other Financing Sources (Uses):				
Total Other Financing Sources (Uses)				
Excess (Deficiency) of Revenues And Other Financing Sources Over Expenditures and Other Uses	(10,925,493.23)	11,765.95		(10,913,727.28)
Fund Balance Beginning of Year				49,307,590.56
Fund Balance End of Year				38,393,863.28

Pinnacle Bank Arena
Income Statement
For the Three Months Ending November 30, 2023

	Year to Date Actual	Year to Date Budget	Year to Date Variance	Annual Budget
EVENT INCOME				
Direct Event Income				
Rental Income	\$ 396,235	399,400	(3,165)	\$ 1,206,400
Service Revenue	598,871	666,150	(67,279)	2,138,525
Service Expenses	(1,021,848)	(1,054,510)	32,662	(3,230,179)
Total Direct Event Income	(26,742)	11,040	(37,782)	114,746
Ancillary Income				
F & B Concessions	827,147	768,771	58,376	2,306,228
F & B Catering	82,232	91,129	(8,897)	286,188
Novelty Sales	64,651	25,937	38,714	94,105
F & B Premium	101,783	80,282	21,501	250,198
Parking	247,495	233,644	13,851	272,479
Total Ancillary Income	1,323,308	1,199,763	123,545	3,209,198
Other Event Income				
Premium	35,488	26,000	9,488	79,800
Ticket Commissions	649,687	522,795	126,892	1,247,395
Facility Fees	159,462	132,207	27,255	412,263
Total Other Event Income	844,637	681,002	163,635	1,739,458
Total Event Income	2,141,203	1,891,805	249,398	5,063,402
Other Operating Income	346,279	286,629	59,650	1,147,500
JPA Operational Increment	150,000	150,000	0	600,000
Adjusted Gross Income	2,637,482	2,328,434	309,048	6,810,902
INDIRECT EXPENSES				
Salaries & Wages	1,211,988	1,250,316	(38,328)	4,644,426
Payroll Taxes & Benefits	261,931	286,518	(24,587)	1,146,066
Labor Allocations to Events	(531,155)	(516,650)	(14,505)	(1,709,790)
Net Salaries and Benefits	942,764	1,020,184	(77,420)	4,080,702
Contracted Services	493	999	(506)	4,000
General and Administrative	148,064	170,277	(22,213)	620,600
Operating	22,958	22,635	323	80,200
Repairs & Maintenance	1,198	1,626	(428)	6,500
Operational Supplies	10,500	40,568	(30,068)	160,000
Insurance	94,424	98,576	(4,152)	383,000
Utilities	298,072	299,249	(1,177)	1,236,000
Other	3,294	750	2,544	3,000
SMG Management Fees	57,922	59,226	(1,304)	236,900
Total Indirect Expenses	1,579,689	1,714,090	(134,401)	6,810,902
Net Income (Loss)	1,057,793	614,344	443,449	0
Beginning Retained Earnings	3,341,797	3,341,797	0	3,341,797
Net Income (Loss)	1,057,793	614,344	443,449	0
Ending Retained Earnings	\$ 4,399,590	\$ 3,956,141	443,449	3,341,797

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:
3 That the Treasurer of the West Haymarket Joint Public Agency is hereby authorized to
4 withdraw the equivalent of one fiscal year of annual Operational Increment as well as the
5 additional Operational Increment authorized by the Board in fiscal year 2019-2020, pursuant to
6 Resolution No. WH01194, for a total amount of \$1,200,000.00, to be transferred from the Pinnacle
7 Bank Arena account to the West Haymarket Joint Public Agency account.

Adopted this _____ day of January, 2024.

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

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 enter into a Contract or issue a Purchase Order, to the lowest, responsive,
5 responsible bidder, Robbins Sports Surfaces, for an amount not to exceed \$150,012.00, for the
6 purchase of a portable basketball floor for the Pinnacle Bank Arena, and the Chairperson is
7 authorized to approve and execute minor amendments and change orders as necessary.

Adopted this _____ day of January, 2024.

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 INFORMATION

Buyer/ AP Agent: Sharon Mulder Bid/Quote Number: Sourcewell Contract #031022-RBI

Bid Title/Description: Portable Basketball Floor for Pinnacle Bank Arena

AWARD & CONTRACT INFORMATION

P-Card Accepted ☐ Purchase Order ☒ Contract ☐ Renewal No. _____ Other: _____

	Vendor 1	Vendor 2	Vendor 3
Vendor Name	Robbins, Inc.		
Line items awarded			
Award/Renewal Amt. City			
Award/Renewal Amt. Co.	\$150,012.00		
Award/Renewal Amt. PBC			
Total Contract Amts	\$150,012.00		

Contract Type: Piggyback Contract Term _____ year(s) Contract Dates: _____

One-Time P/O: ☐ Req# _____ w/option to renew for _____ add'l _____ year term(s)

Desired Delivery/Project Completion Date: 8-9 months upon receipt of purchase order

Authority: City ☐ Department Name & Contact: _____

County ☒ Department Name & Contact: PBA - Ryan Weiss

PBC ☐ Department Name & Contact: _____

Insurance ☒ Payment/Performance Bonds ☐ Form 13 ☒ Form 17 ☐ EO ☐ DO ☐ Resolution ☐ Ordinance ☐

Attachments to include: _____

Account Number: _____
(Fund No.) (Business Unit) (Object Code)

Additional Instructions:

To Be Completed By Administrative Staff:

Contract prepared by: _____ Smart No. _____

Robbins, Inc.
4777 Eastern Avenue
Cincinnati, OH 45226-2339
Tel: 513-871-8988
Fax: 513-871-7998



Greg Pierce
Portable Sales Manager
Gpierce@robbinsfloor.com

September 5, 2023

Ryan Weiss
Pinnacle Bank Arena
Lincoln, NE

RE: Portable Basketball Floor

Robbins is proud to present this quotation.

Robbins All-Star® Plus™ Portable Basketball Floor

The All-Star Plus is designed to withstand the rigors of a multi-use facility and provide excellent athletic performance for today's elite athletes. The All-Star Plus will provide many years of service and is the most widely used floor in the NBA. Please feel free to contact our references for information regarding their experience with Robbins Sports Surfaces.

New 120' x 60' Robbins Standard "All-Star Plus" Basketball Floor including:

- MFMA 25/32" thick x 2 1/4" face width, 2nd & Better Grade, Northern Hard Maple
- Premium Continuous Strip® XL Maple with expansion pressure ridge technology to minimize additional expansion rows
- Hidden **Rapid Latch Plus** Lock System
- Robbins premium Bio-Guard and Bio-Cushion Pad System
- Oriented Strand Board (OSB) Sub-Floor
- **Zip Configuration (Start setup with center row of flooring)**
- Extensions on each end of center row for mounting portable backstops
- Two (2) 4' x 4' Plywood Ramps for mounting portable backstops
- Price is based on your current graphics package – Price may change depending on final graphics
- Robbins Rep on site during initial installation to train owners' personnel
- **Two Year** Standard Warranty

Robbins SourceWell Contract : #031022-RBI

Basketball Floor Price: \$191,012 – Discounted from SourceWell List Price

Estimated Freight (FOB Destination): \$4,000 – This is only an estimate and may change at time of shipment

Tax: Not Included/if applicable

Sub-Total: \$195,012

Trade-In Allowance: (\$45,000)

Total: \$150,012

Storage Carts (Optional): Fifteen (15) carts \$400 each/\$6,000

Prices are good until December 30, 2023.

Perimeter Transition Ramps (SafePath Rubber Ramps) (Optional): Priced per request

Current lead time is approximately 8-9 months from receipt of purchase order.

Terms: Net 30 Day

Price Includes:

1. Tool Kit
2. Technical Services: A Robbins representative will be on site during the installation. The facility will be required to provide a crew (minimum of eight (8) people) to be directed in assembly and disassembly of the floor.

Delivery and Unloading: The facility will be responsible to provide a forklift and labor to unload the floor from the delivery truck and staged in the area where it is to be assembled.

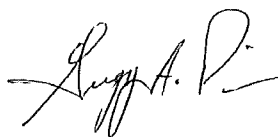
The 120' x 60' portable being proposed consists of approximately 225 sections at an estimated weight of 175 lbs. each.

For any questions regarding this proposal, please contact Greg Pierce @ 800/543-1913 x5990 or gpierce@robbinsfloor.com.

Only Robbins can provide Pinnacle Bank Arena with the professional floor and service they deserve. Robbins has the systems in place to ensure a happy and satisfied customer, from our professional staff to paint color matching and final court production...Robbins gets it right!

Thank you for considering Robbins.

Sincerely,



Greg Pierce
Portable Sales Manager
Robbins Sports Surfaces
Ph.: 513/619-5990

Robbins Inc.

Athletic surfaces

#031022-RBI

Maturity Date: 5/26/2026

Website: robbinsfloor.com/sourcewell 

Products & Services



Products & Services

Sourcewell contract 031022-RBI gives access to the following types of goods and services:

- Gymnasium flooring
- Multipurpose flooring
- Indoor running tracks
- Multipurpose school flooring
- Weight room flooring
- Stage flooring
- Performing arts flooring
- Portable basketball courts
- Flooring repair & maintenance

Locate your local dealer or representative

(nongovernment site)

Additional information can be found on the vendor-provided, nongovernment website at:
robbinsfloor.com/sourcewell

Buy Sourcwell

Login to unlock more
contract features.

Username

Password

Log In

[Forgot username or password?](#)

[Setup Buy Sourcwell access](#)

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcwell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

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Robbins I

Robbins Sports Surfaces

Sourcewell Contract#: 031022-RBI

Effective: May, 2023 *cancels previous lists*

For 2023 installations

All prices in U.S. dollars.

Quotations and Installation by Authorized Robbins Dealers

Ceiling prices shown per SF. Robbins dealer please quote and register.

All standard floors include "Basic Graphics".

Item	Product	List	SW Price	Additional Info.
1	MVP®	\$ 31.99	\$ 27.82	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
2	UniMaxIOO	\$ 27.60	\$ 24.00	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
3	BioChannel Classic	\$ 26.46	\$ 23.01	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
4	BioChannel SB	\$ 22.45	\$ 19.52	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
5	BioChannel(R) Star	\$ 21.76	\$ 18.92	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
6	Eclipse®SB (anchored)	\$ 22.69	\$ 19.73	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
7	AirChannel(R) Star	\$ 18.26	\$ 15.88	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
8	BioCushion®	\$ 20.07	\$ 17.45	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
9	Sportwood(R) Ultra Star	\$ 19.11	\$ 16.62	MFMA 2nd & Btr., Parquet(PQ), 7/16"
10	Installation of strip maple flooring on existing sub-floor. Demo not included	\$ 17.82	\$ 15.49	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
11	All-Star Plus Portable Floor	\$ 242,948	\$ 211,259	112' X 60' Robbins All-Star Plus Portable Basketball Floor, MFMA Second and Better Grade, 25/32" Thick by 2 1/4" Face Width, Basic Graphics, see description and specifications.
12	Screen & Recoat (Oil)	\$ 2.20	\$ 1.91	Per Robbins Dealer specification.
13	Sand & Finish (Oil)	\$ 7.91	\$ 6.87	Per Robbins Dealer specification.
14	Water-based finish option (add)		\$ 2.94	Water based gym-finish procured and applied by Robbins dealer.
15	Pulastic Pro 165	\$ 19.88	\$ 17.29	16.5mm
16	Pulastic Classic 110	\$ 14.40	\$ 12.52	11mm
17	Pulastic Classic 90	\$ 13.72	\$ 11.93	9mm
18	Pulastic Academy 90	\$ 13.72	\$ 11.93	9mm
19	Pulastic Classic 60	\$ 13.05	\$ 11.35	6mm
20	Comfort Court 50	\$ 16.46	\$ 14.31	5mm
21	Pulastic "Eco" option (add)	\$ 1.28	\$ 1.12	
22	Pulastic FL "face-lift"	\$ 10.80	\$ 9.39	
23	Galaxy Classic iLock Tiles	\$ 10.20	\$ 8.87	3/8"
24	Galaxy Classic Roll 10% Color	\$ 13.77	\$ 11.98	3/8"
25	Galaxy Classic Roll 20% Color	\$ 14.63	\$ 12.72	3/8"
26	Galaxy Classic Roll 35% Color	\$ 15.52	\$ 13.49	3/8"
27	Galaxy Ultra Tiles	\$ 20.97	\$ 18.23	10mm
28	Galaxy FIT Tiles	\$ 21.64	\$ 18.82	10mm
29	Galaxy Extreme Tiles 10% Color	\$ 19.04	\$ 16.56	1"

30	Galaxy Extreme Tiles 35% Color	\$ 19.65	\$ 17.09	1"
31	Galaxy Extreme Tiles 95% Color	\$ 20.52	\$ 17.84	1"
32	Pulastic GT 100	\$ 18.86	\$ 16.40	10mm
33	Galaxy Xtreme R	\$ 23.04	\$ 20.03	18mm
34	Durathon Elite 10mm	\$ 16.74	\$ 14.55	10mm
35	Durathon Elite 13.5mm	\$ 18.88	\$ 16.41	13.5mm
36	Danzair® Wood Sprung Floor	\$ 49.70	\$ 43.22	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
37	La Lena Studio A Wood	\$ 47.39	\$ 41.21	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
38	Forever® Marley	\$ 39.12	\$ 34.02	
39	Custom Colors	NA	Per Project	
40	IAAF/NCAA Surveyed and Certified Track and Field Line Markings	NA	Per Project	
41	Custom Design Solutions	NA	Per Project	
42	MFMA Grade of Maple Flooring	NA	Per Project	Options include 1st, 3rd & Better and 3rd Grade
43	"Hot List" or Special Discount Pricing	NA	Per Project	Based on Availability
44	Sales Tax, Duties, Fees	NA	Not Included	
45	Freight	NA	Per Project	
46	Custom Logos and Graphics	NA	Per Project	
47	Wall Base	NA	Per Project	
48	Thresholds	NA	Per Project	
49	Concrete Correction	NA	Per Project	
50	Demolition	NA	Per Project	
51	Modifications for LEED	NA	Per Project	
52	Moisture Suppression	NA	Per Project	
53	Special Labor Regions		Per Project	Union Labor Agreements, Prevailing wage, special labor agreements. Some regions of the US and Canada may require pricing modification due to union labor agreements or specified prevailing wage requirements. Examples of these regions include; NY, NJ, HI, CA, AK, IL, DC, CT, MA. Please allow dealer to modify price to accommodate additional labor cost.

Basic Graphics Description: Includes appropriate basic gamelines for basketball and volleyball based on the size of the project. Does not include solid borders, solid keys, custom colors, any stain work or any logos. All custom graphics must be priced on a per project basis.

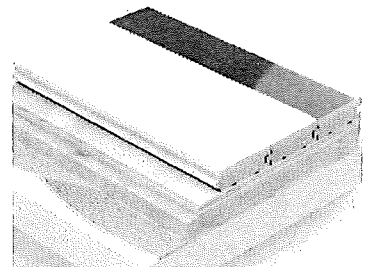


Robbins UniMax100™

**UniMax100™ delivers Comfort,
Safety, and Superior Game-play
through Extreme Uniformity.**

*The innovative UniMax700™ floor system is the
culmination of years of biomechanical research,
feedback from elite basketball programs, and Robbins
experience and know-how.*

*Just as Uniformity & Maximum are in its name,
UniMax700™ is about 'Uniformity' in every aspect
related to keeping athletes at their peak performance
and in the game.*



Robbins ^{4.} <sub>Proven Safety.
Proven Performance.
Proven Winners.</sub>

robbinsfloor.com • 1.800.543.1913

UniMax100™ offers consistent uniformity and excellent vibration control and ball bounce.

SYSTEM BENEFITS

(m)

UNIFORMITY

- The continuously fused resilient pad and subfloor creates a floor structure with no dead spots.
- The cross section of the entire system is the same throughout for a consistent playing surface.



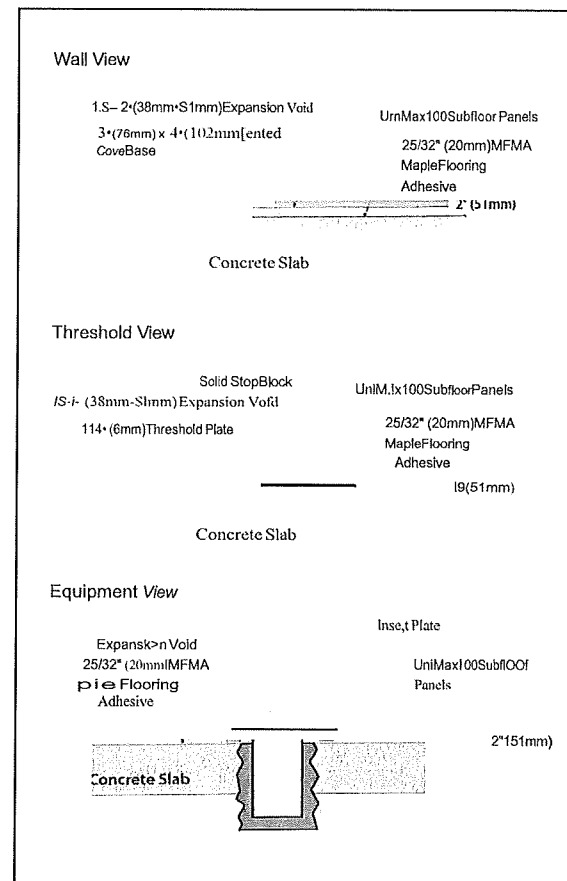
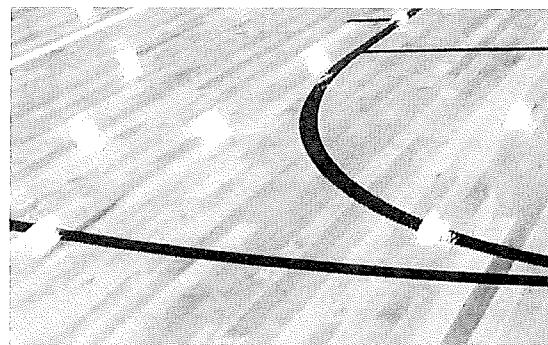
VIBRATION DAMPING

- Research reveals eliminating certain vibration frequencies reduces injuries and fatigue and lower extremity injury.
- No rigid contact or connection between the concrete slab and the active layers of the system similar to the Robbins MVP™ design.

O

SAFER INSTALLATION

- No slab drilling eliminates airborne silica dust, which OSHA treats as a carcinogenic material.
- Lightweight subfloor design reduces installer fatigue for an efficient & safer installation.



PRODUCT SPECIFICATIONS

System Type	100% Anchored Resilient System.
Slab Depression	2" (51mm) with 25/32" (20mm) thick flooring.
Surface	MFMA Northern Hard Maple.
Anchorage	Continuously adhered.
Vapor Barrier	Moisture Mitigating adhesive.
Subfloor Construction	Continuous panel subfloor.
Resilient layer	Vibration damping Zero/G shock pad.
LEED Contribution	Recycled content Low emitting materials
Warranty	1 year Industry Standard with optional Extended Warranty Program

(§) TESTING

UniMax100™ passes all material testing standards of:

DIN EN
PUR ASTM

Contact us today to learn more about the UniMax100™.

Robbins

Proven Safety.
Proven Performance.
Proven Winners.

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Solicitation Number: RFP #031022

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Robbins Inc., 4777 Eastern Ave., Cincinnati, OH 45226 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Athletic Surfaces with Installation, and Related Equipment, Materials, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 26, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

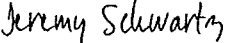
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

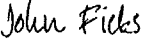
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Robbins Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/24/2022 | 9:56 PM CDT

DocuSigned by:

By: 99B8142ABEDC4B8...
John Ficks
Title: Global Sales & Marketing Manager
Date: 5/31/2022 | 10:06 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/31/2022 | 10:07 AM CDT

RFP 031022 - Athletic Surfaces with Installation, Related Equipment, Materials, and Services

Vendor Details

Company Name: Robbins Inc.
4777 Eastern Ave
Address: Cincinnati , Ohio 45226
Contact: John Ficks
Email: jficks@robbinsfloor.com
Phone: 513-619-5975
Fax: 513-871-7998
HST#:

Submission Details

Created On: Thursday February 03, 2022 13:12:26
Submitted On: Wednesday March 09, 2022 15:01:30
Submitted By: John Ficks
Email: jficks@robbinsfloor.com
Transaction #: 2c913eae-ba4c-49df-949a-cbb35f01ef68
Submitter's IP Address: 165.225.57.168

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Robbins Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not applicable.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Robbins offers sports flooring products under the brand name, Robbins Sports Surfaces(r).	*
4	Provide your CAGE code or DUNS number:	Cage: 4R989 DUNS: 055105944 Federal ID #: 31-0794597	*
5	Proposer Physical Address:	Robbins Inc. Robbins Sports Surfaces 4777 Eastern Ave., Cincinnati, OH 45226 (513) 871-8988	*
6	Proposer website address (or addresses):	www.robbsfloor.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Ficks Global Sales & Marketing Manager 4777 Eastern Ave., Cincinnati, OH 45226 jficks@robbsfloor.com (513) 619-5975	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Same as above.	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mary (Beth) Smith Vice President of Sales Administration 4777 Eastern Ave., Cincinnati, OH 45226 bsmith@robbsfloor.com (513) 619-5934	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Robbins is proud to have earned a Sourcewell vendor contract in 2014 & 2018, this milestone has become a key component of our history and recent success in meeting the needs of the college, university, municipal and K-12 Sourcewell member markets. We appreciate the opportunity to submit this RFP response and the additional opportunity to meet future Sourcewell community demand. Robbins is eager to continue its partnership with the Sourcewell member community.</p> <p>Robbins, Inc. Profile Overview Robbins, Inc. is the premier supplier of high performance maple and synthetic sports flooring systems to the NBA, WNBA, NCAA, College & University, Arena, K-12, Government Institutional, religious and fitness markets. In more than 60 nations around the world athletes compete and practice on millions of square meters of Robbins' sports surfaces. Professional and amateur alike know that when they play on a high-performance Robbins' system they'll be able to play at peak levels, safely and comfortably. Consider:</p> <ul style="list-style-type: none"> In the 2021 NBA playoffs, 11 of the 16 teams play and/or practice on a

Robbins surface.

- 80% of all NBA teams currently have a Robbins competition or practice floor.
- More NBA teams currently practice and compete on Robbins' game courts than all other manufacturers combined.
- The NBA routinely relies on Robbins' technical expertise for advice on game lines and court design.

Our Core Values

1. Proven Safety
2. Proven Performance
3. Proven Winners

Robbins' Passion and Purpose

We believe your kids and parents deserve the safest equipment. You're making a decision that impacts thousands of kids for decades to come. At Robbins, we work with schools who prioritize safety and performance and insist on giving their athletes the best shot at winning. We design and install the surfaces that set the stage for your community's greatest performances. A surface that promotes performance, speeds recovery and reduces injury. You want your kids performing at their best, we build floors where it can happen. That's why we are committed to the ideas of providing proven safety, proven performance and providing sporting surfaces for winning teams nationally.

Delivering on this passion has led to more than 25 patents over the years with additional patents pending. Robbins is the only manufacturer with full-time research and product development staff and has collaborated for more than 20 years with world-renowned biomechanics researcher, Dr. Benno Nigg of the Human Performance Laboratory at the University of Calgary. Robbins' unique capability and understanding of the biomechanical interaction between athlete and floor have recently led to new designs that reduce vibration and increase uniformity, both of which improve performance, comfort and safety. Please refer to the attachments section for additional information on the importance of managing uniformity and vibration in area-elastic sports floors.

Choosing the right sports flooring system is a complex undertaking and that's why in 1989 Robbins created The Robbins Institute®, the educational process by which prospective customers can learn what they need to know so they can make the best, most informed decision to meet their needs. Customer representatives ranging from Business Managers and Athletic Directors to Coaches, Trainers, Facility Managers, Architects and others who influence the buying decision can visit one of more than 15 Institutes around the country. The process starts with classroom education on basic system designs, key mechanical and biomechanical attributes and tradeoffs, and other considerations like facility climate control and expected load bearing conditions. After better understanding what the customer needs and wants, the process moves to the practical application part of the education process. Customer representatives have the opportunity to test a number of different flooring designs in our Institutes or at nearby installations, to help cement their classroom learning.

Structure

- Privately-held, 4th generation business founded in 1894
- Family-owned and operated
- 220 employees in seven locations
- Designer of standard, proprietary and custom sports flooring systems
- Manufacturer of residential hardwood flooring and hardwood and synthetic sports flooring systems
- Distributor of synthetic sports flooring products, including toll manufactured products and private label products marketed under the Robbins brand, as well as branded products owned by other companies.
- Ability to refurbish and repair portable systems in-house in our own finishing facilities thereby guaranteeing total control of the project from start to finish and ensuring that all aspects of the process conform to our rigid quality standards.

Businesses/Divisions

- Robbins Sports Surfaces
- Portable sports floors sold directly by Robbins staff
- Permanent sports floors sold through a network of authorized, highly-trained specialty flooring contractors
- International Sales – sports floors and residential flooring sold internationally through a network of dealers/distributors
- Egis FloorLife, an innovative contract sports flooring maintenance service that guarantees structural integrity and mechanical performance for up to 40 years.

Trade Affiliations/Alliances/Sponsorships

- LDS Church – Value Managed Relationship Partner (VMR)
- FIBA (International Basketball Federation)

		<ul style="list-style-type: none"> • MFMA (Maple Flooring Manufacturers' Association) – charter member of the nation's oldest manufacturing trade association. MFMA is recognized as the authoritative source of technical and general information about maple flooring and related sports flooring systems. • NIRSA (National Intramural-Recreational Sports Association) – charter corporate partner & sponsor to multiple events • IAVM member (venue managers association) • U. S. Green Building Council • Certified supplier of FSC materials (Green, Sustainable wood products) • American Institute of Architects – certified to deliver CEU modules • American Sports Builders Association – committee leadership role to standardize sports floor testing methodology 	
11	What are your company's expectations in the event of an award?	<p>What are your company's expectations in the event of an award?</p> <p>Robbins has an established track record of meeting Sourcewell demand for athletic surfacing in a timely and very cost-effective manner. Robbins is eager to earn a new contract and understands that a competitive offering must be in place in order to earn a future relationship with the SOURCEWELL community.</p> <p>In the event of a contract being awarded to Robbins, Robbins expects to continue to work in partnership with the Sourcewell and our Sourcewell contract administrator to meet the demand of Sourcewell members Institutions. In the event of award, Robbins would initiate an education and training program within our company and throughout the Robbins Dealer Network to update and review Robbins' successful Sourcewell program. Robbins ability to provide athletic flooring to Sourcewell members is valued by Robbins and our Sourcewell member clientele equally. If Robbins is able to earn the contract award the following activity would be initiated. Contract Award then Contract Announcement then Internal Training then Dealer Training then Contract Promotion at Fall and Winter Trade-Shows, Exhibitions, Conferences and face to face meeting with Sourcewell members.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attached letters from PNC Bank and Great American Insurance indicating that Robbins is in good financial standing and maintains an 8 figure credit line with a \$5 million bonding capacity.	*
13	What is your US market share for the solutions that you are proposing?	35%. Robbins is the marketshare leader for maple gym floor systems installed in school gymnasiums. (note: maple hardwood is unquestionably the preferred surface for school gymnasiums in the USA and Canada) Robbins marketshare of the USA market for MFMA hardwood maple for educational institutions is estimated to exceed 35% of the square footage of all installations. Robbins marketshare in Canada for the same product is estimated to exceed 35%. Robbins estimated share of the educational institution market for synthetic sports flooring systems is 20%. This includes multipurpose courts, indoor running tracks and weight rooms.	*
14	What is your Canadian market share for the solutions that you are proposing?	We estimate a 30-35% share of the maple hardwood flooring market for schools in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO, Robbins has NEVER petitioned for bankruptcy protection.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Robbins Sports Surfaces is a manufacturer of athletic flooring and a distributor of complimentary products. Robbins manufactures hardwood flooring, portable basketball floors, and athletic sub-floor components at our mills in White Lake, WI and Ishpeming, MI.</p> <p>Robbins manufactures the highest quality portable basketball floors used by NBA and NCAA teams. Clients include the Orlando Magic, Charlotte Hornets, LA Lakers and many others. Portable basketball floors are generally sold directly to the market by Robbins sports surfaces.</p> <p>SALES FORCE</p> <p>Robbins directly employs 6 Regional Sales Managers who work to assist maximize the sales of our U.S. and Canada dealer sales network. Unlike our competition, each Regional Sales Manager is teamed up with an inside Customer Service Representative, to quickly meet the needs of our dealer and facility owner customer base.</p> <p>Robbins employs an international sales team with particular expertise in sales to Asia, the middle east and south America.</p> <p>Robbins also employs a sales manager specializing in the basketball arena market. This individual is focused on meeting the needs of basketball arenas through the direct sales of portable basketball floors, ice-covers and other products to meet the needs of public arenas.</p> <p>EXCLUSIVE AUTHORIZED DEALER NETWORK</p> <p>Robbins Sports Surfaces' products, except for portable basketball floors, are sold and installed by a network of exclusive authorized dealers (the Dealer Network). The members of the Robbins dealer network maintain the necessary licensing, bonding capacity, staffing, trained craftsmen, installation expertise, required union affiliations, local office representation and other features that facilitate the installation of a sports flooring system. The installation of a wood sports flooring system is an art-form and skilled trade and local, experienced craftsmen are required to ensure project success.</p> <p>In North America, there are about 40 authorized Robbins dealers with close to 60 sales and installation offices. Robbins dealers comprehensively cover the USA, Canada, and portions of Mexico, China, the Middle East and a number of South American countries. Robbins dealers operate in exclusive promotional territories that may be organized by geography, product line or trade union affiliation. The average Robbins dealer has been affiliated with Robbins for over 20 years. For example, the exclusive Robbins dealer in Minnesota is H2i Group, formerly known as Anderson-Ladd Inc. Many of our dealers are small family owned business that have been affiliated with Robbins for over 40 years.</p> <p>All Robbins dealers are independently owned and operated. They are not franchises and they are operated independently of Robbins. Robbins Sports Surfaces and our Authorized Dealers work hand-in-hand to deliver solutions to our customers.</p> <p>Robbins, and the Authorized Robbins Dealer Network, have a proven track record of meeting the requirements of SOURCEWELL members in a timely and cost effective manner.</p>
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17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Numerous licenses and certifications are required to be held and are voluntarily held by Robbins and Authorized Robbins Dealers in order to successfully meet demand from Sourcewell membership. a) Business License b) Contractor and General Contractor Licensing required based on locality. c) FSC Certification – necessary to manufacture and distribute FSC certified wood products necessary for LEED Projects. (GREEN, SUSTAINABILITY) d) Maple Flooring Manufacturers Association membership – Required to supply standardized MFMA maple flooring to institutional athletic and recreational projects. e) ASBA – American Sports Builders Association membership. f) NBA – Robbins maintains a close relationship with the NBA. g) NIRSA – Intermural and Recreational Sports Association, membership. h) FIBA – International Basketball Federation certification necessary i) FIVB – Intl. Volleyball Federation. Necessary to supply competitive volleyball courts. j) HAZMAT Certification – Necessary to ship some gym floor products internationally. k) Chamber of Commerce certification – often required for export projects l) Union Affiliation – Regionally required by some SOURCEWELL members, necessary to operate in certain locales. m) MFMA Mill Accreditation n) MFMA Installer Accreditation o) Finish manufacturer certification	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There is no history of "Suspension or Disbarment".	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Robbins was recently named "Exporter of the Year, 2020" by EXIM Bank. Exim Bank is the Export/Import Bank of the Federal Government of the USA. Robbins was also recently recognized by the National Hardwood Lumber Association with a 100-year award, recognizing Robbins' over 100-year history in the hardwood industry. Robbins considers contract awards as recognition of the trust Robbins maintains in our industry. Although Robbins products are purchased by hundreds of K-12 schools every year, it is the acceptance at the NBA and NCAA level that Robbins views as recognition of our commitment to the industry. Recent NBA and NCAA clients include the Minnesota Timberwolves, the Houston Rockets, Chicago Bulls and Philadelphia 76ers.	*
20	What percentage of your sales are to the governmental sector in the past three years	The Government and Education sectors make up greater than 95% of Robbins sales. An estimated additional breakdown of the two sectors would be: 75% Education 20% Government	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 75% of Robbins annual sales are to the education market. Robbins is in business to serve the education and government sectors. A further breakdown of markets served by Robbins Sports Surfaces is as follows: • Public and Private K-12 • College and University • Community and Municipal Recreation (City, YMCA, Boys and Girls Clubs) • Parks and Recreation	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Robbins holds no other State or Cooperative purchasing contracts and relies exclusively on its partnership with SOURCEWELL for cooperative sales. Some Robbins dealers from time to time may hold state contracts but those sales are negligible when compared to Robbins SOURCEWELL related sales volume.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NONE, Robbins holds no GSA contracts or Standing Offers and Supply Arrangements.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Brainerd Public Schools	Reid Thiesse, B&G Director	(218) 454-6906	*
Maple Grove Schools	Jeff Arthurs, B&G Director	(763) 516-1932	*
Anoka/Hennepin Schools	Tom Karp, Operations Supervisor	(763) 202-1455	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
West Des Moines Rec Plex	Government	Iowa - IA	Sourcewell transaction for the sale & installation of new hardwood and synthetic athletic flooring. (2021 project)	\$481,000	\$481,000	*
New Ulm Recreation, Vogel Rec Center	Government	Minnesota - MN	Sourcewell transaction for the sale & installation of athletic flooring for new recreation complex. (2021 project)	\$379,000	\$379,000	*
Mt. Hood Community College	Education	Oregon - OR	Sourcewell transaction for the sale & installation of new athletic flooring. (2021 project)	\$479,000	\$479,000	*
St. Louis Park HS	Education	Minnesota - MN	Sourcewell transaction for the sale & installation of new athletic flooring. (2020 project)	\$342,000	\$342,000	*
Fowler High School	Education	New York - NY	Sourcewell transaction for the sale & installation of new athletic flooring. (2020 project)	\$260,000	\$260,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Robbins Sells and Services its products in all 50 states, Canada and many international markets. In addition to the National Sales Manager and other internal sales staff, Robbins directly employs 6 Regional Sales Managers who work to assist and maximize the sales of our U.S. and Canada dealer sales network (45 USA & Canada Dealers). Regional Sales Offices are located in; Vancouver, Canada, Phoenix, Arizona, Jackson, Mississippi, Cincinnati, Ohio and Philadelphia, Pennsylvania. Each Regional Sales Manager is teamed up with an inside Customer Service Representative, to quickly meet the needs of our Sourcewell clients. Robbins employs an international sales team with particular expertise in sales to Asia, the Middle East and South America. Robbins also employs a sales manager specializing in the basketball arena market. This individual is focused on meeting the needs of basketball arenas through the direct sales of portable basketball floors, ice-covers and other products to meet the needs of public arenas. Robbins sales teams have an established and strong history of efficiently meeting the demand of Sourcewell members.	*

27	Dealer network or other distribution methods.	<p>Authorized Dealer Network.</p> <p>In North America, there are about 45 authorized Robbins dealers with close to 60 sales and installation offices. Robbins dealers comprehensively cover the USA, Canada, and portions of Mexico, China, the Middle East and a number of South American countries. Robbins dealers operate in exclusive promotional territories (generally, one dealer per state) that may be organized by geography, product line or trade union affiliation. The members of the Robbins dealer network maintain the necessary licensing, bonding capacity, staffing, trained craftsmen, installation expertise, required union affiliations, local office representation and other features that facilitate the installation of a sports flooring system. The average Robbins dealer has been affiliated with Robbins for over 20 years. For example, the exclusive Robbins dealer in Minnesota is H2i (formerly Haldemann Homme & Anderson-Ladd Inc.) H2i has been affiliated with Robbins for over 45 years. In the state of Minnesota, H2i is responsible for the sale and installation of all Robbins permanently installed flooring product.</p> <p>All Robbins dealers are independently owned and operated. Robbins Sports Surfaces and our Authorized Dealers work hand-in-hand to deliver solutions to our customers. The Robbins dealer network employs hundreds of craftspeople to quickly meet the needs of Sourcewell members</p>	*
28	Service force.	Each of Robbins 45 dealers in the USA & Canada maintains a staff of sports flooring installation and service professionals. Robbins dealers sell and install sports flooring and also provide annual and necessary maintenance services for their clients.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Robbins has a strong, 8-year track record of quickly and cost effectively meeting the needs of Sourcewell members using the process described below.</p> <p>Robbins maintains a dedicated customer service department. Each Robbins sales territory has a dedicated customer service representative. Robbins operates an ERP system to link dealer quote and order data with manufacturing resources. Individual Sourcewell projects, although material pricing is set, will be quoted as an individual project. In this manner, the materials will be sourced and available to meet the needs of the Sourcewell client.</p> <p>Standard ordering procedure is as follows.</p> <ol style="list-style-type: none"> 1. Sourcewell Member contacts dedicated Robbins staff member regarding required solution. 2. Robbins staff communicates with Sourcewell member regarding pre-negotiated options as well as specific project requirements. 3. Robbins staff connects Sourcewell member with local authorized Robbins dealer for site inspection and needs assessment. 4. Using pre-negotiated Sourcewell pricing, Robbins dealer submits proposal to Sourcewell member representing the total cost of acquisition. Proposal may include sourced items such as concrete correction, specialty artwork or other custom factors. 5. Robbins dealer and Sourcewell member enter into construction contract. 6. Project solution is implemented. 7. Sourcewell member is invoiced by Robbins dealer. 8. Project follow-up is held. <p>The Sourcewell member is entering into a construction contract with the local Robbins dealer. The local Robbins dealer is installing materials supplied by Robbins Standard project material lead time is 4 – 6 weeks although for some stock products it is significantly less. Depending on the scope of work, project installation may require 2 – 6 week lead time, possibly less or more depending on the month and product chosen.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Robbins dealers maintain an exclusive relationship with Robbins and must earn the relationship by providing excellent service to the market. Standard project material lead time is 4 – 6 weeks although for some stock products it is significantly less. Depending on the scope of work, project installation may require 2 – 6 week lead time, possibly less or more depending on the month and product chosen.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Robbins and the Authorized Robbins Dealer Network comprehensively cover all geographic areas of the United States. There is no location in the United States that is not covered by an Authorized Robbins Dealer.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Robbins and the Authorized Robbins Dealer Network comprehensively cover all geographic areas of Canada. There is no location in Canada that is not covered by an Authorized Robbins Dealer.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.	*

34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are NO Sourcwell participating entity sectors that Robbins will not fully serve through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Robbins has dealers in both Alaska and Hawaii covering each market.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>If Robbins is a successful bidder and is able to continue its participation in this important cooperative purchasing program, the Robbins Sourcwell program will be promoted using the following tools and promotional channels.</p> <p>Websites Robbins Sports Surfaces Authorized Dealers Facebook and social media Print Literature and Catalogs Tradeshows. Robbins currently uses several Sourcwell provided marketing tools. State School Board and Business Officials Various national athletic and sports shows catering to the K-12 market International tradeshows catering to the global flooring market</p> <p>Robbins eagerly looks forward to inviting Sourcwell representatives to meet with the dealer network at upcoming meetings and events.</p> <p>Robbins participates in national tradeshows focused on the educational construction market. Robbins will promote Sourcwell and the Sourcwell program through our participation in these shows. Robbins will create promotional literature as well as add information to our website promoting Sourcwell. Robbins makes extensive use of marketing materials (flags, floor decals etc.) provided by Sourcwell.</p> <p>Robbins and Robbins authorized dealers also participate in most state level school board and school business official conferences. Sourcwell will be promoted through those venues as well.</p> <p>Robbins Sourcwell Page: https://www.robbinsfloor.com/Sourcwell-contract-purchasing/ See attached documents.</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Robbins makes extensive use of social media platforms such as Facebook, Twitter, Instagram and LinkedIn. These platforms plus an extensive digital customer tracking systems enhance Robbins' marketing effectiveness.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>Sourcwell's role should be to provide a connection between the Sourcwell member and Sourcwell vendor. Our past relationship with Sourcwell and Sourcwell members indicates that Sourcwell members make extensive use of the Sourcwell website when evaluating contract options. The Sourcwell website, and specifically, Robbins landing page is an excellent resource for the Sourcwell member. Sourcwell is encouraged to maintain its excellent web presence as it is a proven, valuable resource.</p> <p>The Sourcwell contract is integrated into Robbins sales process as a primary tool and method to assist Sourcwell members and potential members in acquiring the sports flooring solution they require at the right price and at the right time. Sourcwell members are very effective at using the Sourcwell contract to expedite the acquisition of product and services from Robbins.</p>	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Robbins pricing is comprehensive of both material price and installation price. This turn-key pricing does not lend itself to the use of e-procurement systems. Robbins has serviced many Sourcwell members and e-procurement has never been requested by the Sourcwell member.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training in the maintenance and optimal environmental conditions for flooring are standard as part of the purchase. This training is given by the local installing Authorized Dealer at project completion. Generally, the training is given to the facility's maintenance staff and other interested parties. There is no additional cost for initial instruction in the maintenance of products.	*
41	Describe any technological advances that your proposed products or services offer.	<p>Robbins is the innovator in athletic flooring systems that benefit the user athlete. Several of Robbins premium systems, offered as part of this contract bid, offer unique "vibration damping" safety benefits to the athlete. This technology allows teams to play and practice longer with fewer injuries. It is for this reason that such products have been chosen by top teams such as the Minnesota Timberwolves for their practice facility.</p> <p>Robbins synthetic systems such as our Pulastic floors go beyond commodity offerings by allowing the customer to choose solutions to meet their specific needs. These solutions may be for a softer floor, texture for a running track or a custom color.</p> <p>Much more detail on this topic may be found on our website at www.robbsfloor.com</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>In order to meet demand from our primary institutional customers, Robbins has been an innovator in sustainable offerings for many years. Robbins has the products in place to allow institutions to maximize LEED credits for their construction projects.</p> <p>Examples:</p> <ul style="list-style-type: none"> • FSC Certification. Robbins is certified by the Forest Stewardship Council (FSC) to provide sustainably harvested hardwoods. This is critical for the fulfillment of LEED projects. • California Department of Public Health 01350 Indoor Air Quality Certification. Robbins Pulastic products have been tested to meet the requirements of the CA 01350 air quality standard. This means that Robbins Pulastic products are pre-certified to meet the requirement of LEED IEQ 4.3. • Recycled Content. Many Robbins systems, included most offered under this contract bid have a recycled content that is desirable for LEED projects. • ISO 14001. Robbins Pulastic products are produced in a factory that is ISO 14001 certified for environmental consistency. 	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Forest Stewardship Council (FSC) - Chain of Custody Certified Robbins license code FSC® C002923 and certificate # NC-COC-000720 is audited annually by NEPCo</p> <p>Environmental Product Declaration per ISO 14025 & EN 15804</p> <p>California Department of Public Health CDPH/EHLB/Standard Method Version 1.2, 2017 (Emission testing method for CA Specification 01350)</p> <p>-The above recognized by: USGBC LEED Version 4, BD&C / ID&C, The WELL Building Standard / ANSI/GBI 01 / Green Building Assessment Protocol / Green Guide for Healthcare V2.2</p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Several Robbins dealers are female owned and operated and maintain MWBE certification and all will effectively work to meet minority requirements when necessary.	*

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Our unique attributes for the benefit of Sourcewell Members includes: Comprehensive Product Solutions, Comprehensive Geographic Coverage & Direct Purchasing from the mill via our local Authorized Dealer.</p> <p>First, Robbins is a mill manufacturer of hardwood flooring and distributor of complimentary components and synthetic flooring. Robbins is a manufacturing member of the Maple Flooring Manufacturers Association. When evaluating bids, it is very important to determine which bidders are the actual OEM manufacturer, as is Robbins, and who is a re-seller presenting their company as a manufacturer. With Robbins, the Sourcewell member is purchasing direct from the mill through an authorized dealer.</p> <p>Robbins is separated from its competition on the following basis;</p> <ul style="list-style-type: none"> • Best comprehensive solutions for Sourcewell members. Robbins is unique in the broad offering of flooring systems to meet the needs of any indoor or outdoor athletic facility. –Gym Floors, Running Tracks, Weight Room Floors, Multi-purpose areas, Stage Flooring, Cafetorium Flooring. • Robbins is the exclusive North American distributor of SIKKA/Descol Pulastic® seamless urethane athletic flooring systems. Pulastic is the original seamless polyurethane perfect for running tracks and auxiliary gyms. • Geographic coverage and highly developed dealer network. Robbins has the highly developed dealer network desired by our competition. Robbins' dealers comprehensively cover the United States and Canada. Robbins also has dealers in Europe, South America, the Middle East, Asia and other regions of the world. <p>Robbins is well respected within the community of Sourcewell members. There is already documented demand for Robbins products from the Sourcewell community.</p> <p>Robbins is the only Maple Flooring Manufacturers Association flooring mill with an equally strong synthetic program. Only Robbins and our dealers can meet the complete athletic flooring solutions need or any Sourcewell flooring member facility. From the wood gym to the weight room to the running track, Robbins authorized dealers can meet the needs of the Sourcewell community.</p> <p>Robbins has the strongest local dealer network of any manufacturer or distributor in our industry. Robbins does not sell to "fly by night" contractors. Our authorized dealers are carefully chosen and most have worked with Robbins for decades.</p> <p>More NBA teams play and practice on Robbins floors than any other manufacturer. Sourcewell members may benefit from this association.</p>	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	The warranty supplied by Robbins is unique in the industry because it is considered a "joint" warranty. The warranty is written in two parts to cover both the installation, endorsed by the Authorized Robbins Dealer, materials, endorsed by Robbins. Warranties are issued upon project completion. Depending on product, warranty coverage ranges from 1 year to 25 years.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The warranty limits floor use to the use for which it is intended.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. But, if repair is not covered by warranty, customer will be invoiced.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Robbins dealers comprehensively cover the United States and Canada.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The joint warranty issued by Robbins and Robbins dealers covers the items purchased from Robbins and the Robbins materials installed by the dealer. If the Sourcewell member demands "sourced" items a part of the contract, those items would be covered by the OEM warranty.	*
51	What are your proposed exchange and return programs and policies?	Installed floors may not be exchanged or returned. Robbins imposes a modest re-stocking fee for cancelled orders.	*
52	Describe any service contract options for the items included in your proposal.	Robbins offers the optional EGIS Floorlife® program. Egis is a long term floor maintenance program for indoor maple and synthetic floor systems that extends the original warranty of the floor up to 40 years. Egis falls outside the Sourcewell contract offering as pricing is contingent on several factors that are not known until the floor is installed. EGIS is a program taken advantage of by many school districts and universities.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Robbins standard payment terms to Authorized Robbins Dealer for Sourcewell projects is net 30. Payment terms are often dictated by purchase contract issued by Sourcewell member or authorized purchasing representative of Sourcewell member. Payment terms are generally negotiated between Authorized Robbins Dealer and Sourcewell member. Robbins successful history as an Sourcewell vendor has indicated no problems with payment terms.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Robbins makes tax exempt municipal lease financing available through Sourcewell partner vendor NCL Government Capital based in Minnesota.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Robbins issues its Authorized Dealer a standardized quotation form that is coded to indicate the project is for a Sourcewell member. The Authorized Robbins Dealer issues a proposal to the Sourcewell member utilizing Robbins Sourcewell vendor identification and in accordance with Robbins's standards for dealer Sourcewell proposals. The Sourcewell member issues a purchase order or contract based on their own established practices.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Robbins does accept major credit cards but does not accept P-card procurement and payment process, nor has there been any demand for this process from Sourcewell members.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can

be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Robbins offers a line item discount from MSRP for each product. Pricing is for the turn-key installation of specific products performed by Authorized Robbins Dealers. All pricing is maximum ceiling price for each item with individual project pricing generally offered at lower levels based on local market conditions. Canada pricing offered in US dollars. Please see the attached price list.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discount from MSRP ranges from 5-15% depending on the product. Price list is maximum ceiling price as many products are offered at season discount or at additional discount to meet local market conditions. Please note that Robbins pricing is designed for the future sale and shipment of Robbins products and must take into account current raw materials variances due to labor shortages and the crisis in Ukraine.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	All wood products may be available at quantity discounts based on project size or product. Many of our wood products are offered at seasonal discount due to seasonal overstock. Size of discount varies in relation to inventories and market conditions.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Sourced products or related services are provided on a project by project basis by either Robbins Inc. or the Authorized Robbins dealers. Sourced products or services are generally required to ensure the quality installation of the sports floor system. Examples of this service may include concrete correction or moisture mitigation. The necessity of such services is dictated by the conditions of the project. Pricing for these services is offered at a competitive bid price per the request of the Sourcewell member or necessity of the service. Pricing for these services are often subject to the rules established by the general contract for the project or are pre-negotiated with Sourcewell member prior to project start.</p> <p>Ancillary services such as those described above will be negotiated on a per project basis. Robbins Sports Surfaces will facilitate the inclusion of these items in the overall installation contract and work with the Authorized Robbins Dealer to make sure the Sourcewell member is receiving a competitive and equitable price for ancillary services.</p>	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All potential costs are included in the pricing submitted with Robbins' response. For example, Robbins is providing turn-key ceiling pricing that includes materials and installation. Project and construction requirements, expected and unexpected, may sometimes dictate the addition of some services or products at a negotiated price with owner. As is standard industry practice, Sourcewell members must dictate a requirement for performance bonds prior to requesting project pricing from Authorized Robbins dealer.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is FOB factory, this is standard in the industry and necessary due to potential freight complexity. Every project installation performed for an Sourcewell member is custom depending on the size of the project, product chosen and installation complexities. As a result, freight cost varies from project to project. The Authorized Robbins dealer will facilitate all freight costs for the Sourcewell member. Freight is an additional line item cost included in the contract offering to the Sourcewell member. Robbins issues a per project freight quote to the dealer based on project location and shipping requirements. Robbins maintains freight contracts with specific vendors in order to offer the most competitive freight cost to Sourcewell member.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Robbins is well versed in making shipments to Alaska, Hawaii, Canada and International Markets. Other than additional cost and transit time, such shipments are a standard practice at Robbins.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Robbins Authorized Dealer network is the most geographically comprehensive of any sports flooring manufacturer in the United States and Canada, ensuring the ability of Robbins to effectively meet demand of Sourcewell members.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Robbins plans to continue the time-tested and custom process in place in order to verify compliance with the Sourcewell Contract.</p> <p>1. Pricing Accuracy. Robbins current Sourcewell price list is distributed directly to our dealers via our team of regional sales managers. The price list is also available publicly for reference on the Sourcewell website on Robbins' landing page. Third, the price list is always available to our dealers on the Robbins Community Resource Center. Dealers are also made aware of updates to Robbins Sourcewell program via the Community Resource Center.</p> <p>2. Sales Reporting. All quotations to dealers issued for Sourcewell projects are tagged with a code in our ERP system. When the quotation is converted to an order, the code identifying the sale as a Sourcewell project is maintained. Once the Sourcewell project is shipped, Robbins dealer's must provide the contract value of the Sourcewell purchase made by the member. Robbins then invoices the dealer for the administrative fee based on the contract value.</p> <p>3. Remittance to Sourcewell. At quarter end, all Sourcewell projects are itemized in the standard Sourcewell reporting spreadsheet. Robbins then issues a check to Sourcewell based on the administrative fee for the Sourcewell projects shipped that quarter.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Robbins tracks performance of the Sourcewell using two methods. Annually and Quarterly performance as viewed in the Quarterly Sourcewell Sales Report. Sourcewell Project Quotation and Orders rates as viewed within our ERP system.</p>
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>2% of the member acquisition cost of line items identified in the attached pricing addendum excluding freight. All product and services acquired by SOURCEWELL member through use of Robbins SOURCEWELL contract, excluding freight, are subject to fee.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Robbins Sports Surfaces is the most comprehensive manufacturer and supplier of flooring solutions for indoor athletic, recreational, and performing arts venues. Our flooring solutions are specifically designed to meet the requirements of K-12, University, Parks & Recreational and other institutional entities. Robbins is a manufacturing member of the Maple Flooring Manufacturers Association. For the purposes of this bid, our products can be divided into three categories: Hardwood Gym Floor Systems, Synthetic Flooring Systems and systems for Performing Arts. In general, the scope of Robbins offering includes solutions to provide surfaces for the following applications.</p> <ul style="list-style-type: none"> • Indoor hardwood wood gym floors • Indoor synthetic gym floors • Indoor synthetic walk/jog tracks • Indoor field-house flooring • Indoor weight room flooring • Indoor multi-purpose areas • Outdoor multi-purpose areas • Theatrical Flooring for schools • Repair/maintenance Services <p>All flooring projects must be contracted directly between the purchaser and the Authorized Robbins Dealer, except in the case of Robbins All-Star® Portable Basketball Floors which may be purchased directly from Robbins.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Using CSI Masterformat Codes, the sub-categories of solutions may be identified as follows:</p> <p>09 64 29 Wood Strip and Plank Flooring Example: High School Stage Flooring</p> <p>09 64 66 Wood Athletic Flooring Example: K-12 Gymnasium</p> <p>09 65 66 Resilient Athletic Flooring Example: Rubber tile flooring for school weight room.</p> <p>09 67 66 Fluid Applied Athletic Flooring Example: Synthetic surface for auxiliary gym or High School indoor running track.</p> <p>13 28 66 Demountable Athletic Surface Example: Portable Basketball Floor</p> <p>32 18 23.33/39 Running Track Surfacing/Synthetic Running Track Surfacing Example: Indoor Running Track Surface Material</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Athletic surfacing materials such as: Hardwood, Synthetic, Rubber, Sports Vinyl and Clay.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Robbins, an OEM manufacturer, proposes to offer the following comprehensive solutions to Sourcewell members for the construction or renovation of indoor athletic and recreational facilities:</p> <ol style="list-style-type: none"> 1. Hardwood Sports Flooring Systems -a variety of popular hardwood systems featuring various grades and dimensions of northern hard maple flooring. -Systems designed to promote the safety of student athletes and other users. 2. Resilient Polyurethane Synthetic Sport Flooring Systems -A variety of seamless polyurethane systems designed for use in indoor athletic facilities. -Systems are designed for use in multi-use gyms, walk-jog tracks and cardio fitness areas. 3. Rubber Sports Flooring -A variety of popular rubber flooring systems designed for use in indoor running tracks, weight rooms and cardio fitness areas.
72	Equipment, options, accessories, technology and supplies complementary or incidental to the purchase of a turnkey or complete solution of the types described in 71 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Robbins proposes to continue offering the equipment, options and supplies complimentary to a turn-key installation of our sports flooring systems by Authorized Robbins Dealers. These items include; expanded logos and gamelines, custom colors, wall base, thresholds, concrete correction, moisture mitigation, modification required for LEED certified projects and other necessary items.</p> <p>Robbins has a proven track record of being able to supply Sourcewell members with the necessary materials for a turnkey sale and installation of Robbins sports flooring systems. See our price list for a complete list of items offered.</p>
73	Services related to the offering of the solutions described in Lines 71 and 72 above, including installation, removal, disposal, refurbishment, inspection, repair, maintenance, training, and support.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Robbins Sourcewell pricing is comprehensive of the installation of a Robbins Sports Surfaces flooring system. The line item pricing includes the installation of the sports flooring system including basic graphics, gamelines and the necessary wallbase and thresholds for a complete installation. Additional line-items facilitate the demolition and removal of existing flooring as well as concrete correction and moisture mitigation if necessary. Included in the price list are line items for annual maintenance services. With new floor installation, Sourcewell members receive training in proper care and maintenance.</p>

Table 15: Industry Specific Questions

Line Item	Question	Response *
74	Describe any unique advantage your product offers in relation to design, manufacturing, performance, maintenance, and product longevity.	<p>Robbins is the innovator in athletic flooring systems that benefit the user athlete. Several of Robbins premium systems, offered as part of this contract bid, offer "vibration control & protection" to the athlete. This technology allows teams to play and practice longer with fewer injuries. It is for this reason that such products have been chosen by top teams such as the Minnesota Timberwolves for their practice facilities. Robbins floors are tested to meet and exceed industry performance standards accepted in the USA, Canada, Europe and around the world.</p> <p>Robbins synthetic systems such as our Pulastic floors go beyond commodity offerings by allowing the customer to choose solutions to meet their specific needs. These solutions may be for a softer floor, a custom texture or a custom color.</p> <p>Much more detail on this topic may be found on our website at www.robbinsfloor.com</p>

75	Describe any sustainability design features your product offers.	<p>In order to meet demand from our primary institutional customers, Robbins has been an innovator in sustainable offerings for many years. Robbins has the products and features in place to allow institutions to maximize LEED credits for their construction projects.</p> <p>Examples:</p> <ul style="list-style-type: none"> -FSC Certification. Robbins is certified by the Forest Stewardship Council (FSC) to provide sustainably harvested hardwoods. This is critical for the fulfillment of LEED projects. -CA 01350 Indoor Air Quality Certification. Robbins hardwood and synthetic systems have been tested to meet the requirements of the CA 01350 air quality standard. This means that Robbins Pulastic products are pre-certified to meet the indoor air quality requirements of LEED and other sustainable construction standards. -Recycled Content. Many Robbins systems, included most offered under this contract bid have a recycled content that is desirable for LEED projects. -ISO 14001. Robbins Pulastic products are produced in a factory that is ISO 14001 certified for environmental consistency.
76	Describe the installation process and how it is managed from product order to completion.	<p>Robbins has a strong, 8-year track record of quickly and cost effectively meeting the needs of Sourcewell members using the process described below.</p> <p>Sourcewell projects are priced on an individual basis by Authorized Robbins Dealer based on project site requirements. In this manner, the materials and labor may be effectively sourced and available to meet the needs of the Sourcewell client.</p> <p>Standard procedure may be as follows.</p> <ol style="list-style-type: none"> 1. Sourcewell Member contacts dedicated Robbins staff member regarding required solution. 2. Robbins staff communicates with Sourcewell member regarding pre-negotiated options as well as specific project requirements. 3. Robbins staff connects Sourcewell member with local authorized Robbins dealer for site inspection and needs assessment. 4. Using pre-negotiated Sourcewell pricing, Robbins dealer submits proposal to Sourcewell member representing the total cost of acquisition. Proposal may include sourced items such as concrete correction, specialty artwork or other custom factors. 5. Robbins dealer and Sourcewell member enter into construction contract. 6. Authorized Robbins Dealer orders materials from Robbins and schedules installation resources. 7. Installation schedule and requirements are coordinated with Sourcewell member. 8. Installation is performed by Robbins dealer. Installation involves the inspection of the space and then necessary site preparation which may include concrete correction and moisture mitigation. Installation is performed per Robbins specifications by Authorized dealer. 9. Upon acceptance, Sourcewell member is invoiced by Robbins dealer. 10. Project follow-up is held. <p>Standard project material lead time is 4 – 6 weeks although for some stock products it is significantly less. Depending on the scope of work project installation may require 2 – 6 week lead time, possibly less or more depending on the time of year.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Pricing - Robbins Sports Surfaces Pricing 060518--2022 Price Sechedule_February Update.pdf - Thursday March 03, 2022 15:04:34
 - Financial Strength and Stability - Robbins Bondabililty Letter & PNC letter 3.8.33.pdf - Wednesday March 09, 2022 14:43:35
 - Marketing Plan/Samples - Robbins Marketing Resources for Sourcwell.pdf - Thursday March 03, 2022 15:26:25
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information - Robbins Electronic Warranty Sample.pdf - Wednesday March 09, 2022 14:46:33
 - Standard Transaction Document Samples - Sample Quote and Order.pdf - Wednesday March 09, 2022 14:44:57
 - Upload Additional Document - Robbins Sourcwell Playbook_2022.pdf - Thursday March 03, 2022 15:26:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Ficks, Sales Manager, Robbins Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Athletic_Surfaces_RFP_031022 Thu March 3 2022 08:58 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Athletic_Surfaces_RFP_031022 Fri January 28 2022 03:18 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Athletic_Surfaces_RFP_031022 Fri January 21 2022 01:20 PM	<input checked="" type="checkbox"/>	1

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 Alpha
4 Video and Audio, Inc. for an IPTV System at the Pinnacle Bank Arena, for a total amount not to
5 exceed \$466,211.17, pursuant to Bid No. 23-223, is hereby approved and the Chairperson of the
6 West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute
7 said Contract.

Adopted this _____ day of January, 2024.

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**

**IPTV System for Pinnacle Bank Arena – Rebid
Bid No. 23-223**

**Alpha Video and Audio, Inc.
7690 Golden Triangle Drive
Eden Prairie, MN 55344
(952) 896-9898**

**West Haymarket Joint Public Agency
Contract Terms**

THIS CONTRACT, made and entered into by and between **Alpha Video and Audio, Inc., 7690 Golden Triangle Drive, Eden Prairie, MN 55344**, hereinafter called "Contractor", and the West Haymarket Joint Public Agency, Lincoln, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "JPA".

WHEREAS, the 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:

IPTV System for Pinnacle Bank Arena – Rebid, Bid No. 23-223

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

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the 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 Line No. 1 of Contractor's 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/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$466,211.17.

3. Equal Employment Opportunity: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. GUARANTEE: A performance and payment bonds 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.
6. 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.
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 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.

8. Period of Performance: The work included in this Contract shall begin as soon as possible from date of executed contract. The project shall be completed by April 1, 2024, unless otherwise discussed between the awarded contractor and the owner.
9. Assignment: Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the JPA.
10. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response – Including Addendum No. 1
 3. Insurance Certificate and Endorsements
 4. Insurance Requirements
 5. Specifications
 6. Protection of Proprietary Information and Trade Secrets
 7. Payment and Performance Bonds
 8. Certified Statement
 9. Employee Classification Act Requirements
 10. Employee Classification Act Affidavit
 11. Instructions to Bidders
 12. Notice to Bidders
 13. Sales Tax Exemption Forms 13 & 17

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.

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

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
IPTV System for Pinnacle Bank Arena - Rebid
Bid No. 23-223
West Haymarket Joint Public Agency
Alpha Video and Audio, Inc.

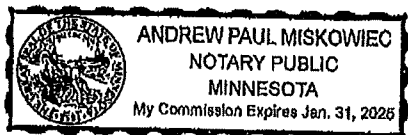
EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:



Secretary



Seal

Alpha Video and Audio, Inc.

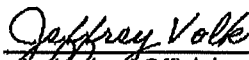
Name of Corporation

7690 Golden Triangle Drive, Eden Prairie, MN

55344

Address

By:


Duly Authorized Official

EVP - Strategic Accounts, Sports & Large Venues

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
IPTV System for Pinnacle Bank Arena - Rebid
Bid No. 23- 223
West Haymarket Joint Public Agency
Alpha Video and Audio, Inc.**

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 _____



23-223 Addendum 1

Alpha Video and Audio, Inc.

Supplier Response

Event Information

Number: 23-223 Addendum 1
Title: IPTV System for Pinnacle Bank Arena - Rebid
Type: Notice to Bidders
Issue Date: 9/20/2023
Deadline: 10/4/2023 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

Alpha Video and Audio, Inc. Information

Address: 7690 Golden Triangle Drive
Eden Prairie, MN 55344
Phone: (952) 896-9898
Fax: (952) 896-9899
Web Address: www.alphavideo.com

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

Jeffrey Volk

Signature

jeff.volk@alphax.us

Email

Submitted at 10/4/2023 09:14:25 AM (CT)

Supplier Note

Thanks for the opportunity to provide a proposal for this project. Alpha has installed numerous VITEC ITPV systems in professional sports venues. We are also a long time supplier of the City of Lincoln, Pinnacle Bank Arena, and Nebraska Athletics. We look forward to answering any questions you may have about our proposal, and to working with you on this project.

Response Attachments

Quote 26030 - Alpha PBA IPTV Base Systems v00 100423.pdf

Quote 26030 - Base IPTV Systems

Quote 26137 - Alpha PBA IPTV 1-Yr Subscription v00 100423.pdf

Quote 26137 - 1-Yr Subscription Costs

Quote 26138 - Alpha PBA IPTV 2-Yr Subscription v00 100423.pdf

Quote 26138 - 2-Yr Subscription Costs

Quote 26140 - Alpha PBA IPTV 3-Yr Subscription v00 100423.pdf

Quote 26140 - 3-Yr Subscription Costs

Quote 26141 - Alpha PBA IPTV Warranty Options v00 100423.pdf

Quote 26141 - Miscellaneous Warranty Options

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. A pre-bid meeting will be held on Tuesday, September 26, 2023 at 1:30 p.m. at the Pinnacle Bank Arena located at 400 Pinnacle Arena Drive. Please meet on the northside of facility, Security Entrance between the emergency generators.

You will also be able to view the facility.

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

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

4 Draft Sample Contract

I acknowledge reading and understanding the draft sample contract.

☒ Yes

5 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes

6 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.

Jeffrey Volk - EVP, Strategic Accounts, Sports & Live Events, jeff.volk@alphax.us, 612-719-6234 (mobile)

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 Pricing

We ask that your pricing be good through December 2023 due to the fact that the Board meets in December for approval.

Will this be doable? If not, what date would your bid/pricing be good through?

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.

☒ Yes

11 Warranty Service Location

List the name, address and telephone number of the warranty service location for all parts and services will be performed under the warranty period.

VITEC, Inc. 3174 Marjan Drive Atlanta, GA 30340

12 Qualifications

Confirm if you have reviewed the "MANUFACTURER'S QUALIFICATIONS" section of the specifications document found in the attachment section and if your company and other parties involved meet the requirements as outlined for the bid response you're submitting.

Indicate: YES or NO: _____

If "NO", you must provide a detailed explanation regarding any inability to meet the requirements. Such explanation will be reviewed to determine if further consideration can be given.

YES

13 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

14 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](#)

☒ Yes

1 5	Recycling of Corrugated Cardboard
	<p>I acknowledge and accept that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors shall haul any recyclable material directly to any of the three processor facilities which are currently operating in the City of Lincoln, or they can use a recycled material hauler for curbside collection at their place of business. Vendors are also encouraged to recycle any other approved materials used, or removed, from a City or County jobsite. Go to - https://www.lincoln.ne.gov/City/Departments/LTU/Utilities/Solid-Waste-Management/Recycling for more information on City of Lincoln recycling programs.</p> <p><input checked="" type="checkbox"/> Yes</p>

1 6	U.S. Citizenship Attestation
	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>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</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>No.</p>

1 7	Tax Exempt Certification Forms
	<p>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.)</p> <p><input checked="" type="checkbox"/> Yes</p>

Bid Lines

1	Furnish and Installation of New IPTV System
	Quantity: <u>1</u> UOM: <u>Lump Sum</u> Unit Price: <u>\$509,132.00</u> Total: <u>\$509,132.00</u>
	Item Notes: (Some removal of existing DMP endpoints and installation of new) Must have two (2) year warranty.
	Supplier Notes: Please refer to quote 26030 for a detailed equipment and installation proposal, as well as several important notes and scope of work clarifications.

2	Yearly Subscription Fee (If applicable)
	Quantity: <u>1</u> UOM: <u>Year</u> Unit Price: <u>\$55,618.00</u> Total: <u>\$55,618.00</u>
	Supplier Notes: Please refer to quote 26137 for a detailed proposal. Note that this is the subscription cost for YEAR TWO of the system, as year one is included with the base system above. Please also refer to quotes 26138, 26140, and 26141 for detailed proposals on the annual subscription fees requested below, along with additional warranty & support options.

Item Attributes

1. Yearly Subscription Fee

What would your annual subscription fee be for two (2) years?

What would your annual subscription fee be for three (3) years?

\$111236

Response Total: \$564,750.00



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QUOTE

26030

PREPARED FOR

SITE LOCATION

Date: 2023-10-04

SALES REPRESENTATIVE

Jeff Volk

VP System Sales

(952) 841 3311

jeff.volk@alphax.us

Company: City of Lincoln

Address: 555 South 10th St

Suite 208

Lincoln, NE 68508

Contact: Sharon Mulder

Phone: (402)441-7417

Company: Pinnacle Bank Arena

Address: 400 Pinnacle Arena Dr.

Lincoln, NE 68508

Contact:

Phone:

TITLE

Pinnacle Bank Arena IPTV Upgrade - Base Systems (Furnish & Install)

Terms: NET 30

ADDITIONAL NOTES

NOTES

-Includes 2-year warranty on parts and labor for all VITEC items.

-Includes 2-year warranty of integration by Alpha.

-Pricing includes software licensing and support from VITEC for year one only.

-For renewal options, please refer to the following quotes for subscription options:

-26137 for 1-year renewal

-26138 for 2-year renewal

-26140 for 3-year renewal

-We have included optional pricing to upgrade the standard Alpha warranty to our Silver, Gold, and Platinum level SMA agreements.

**There are discrepancies between the RFP language and the Line Items (bid form) on the portal. Our proposal is broken out and reflects what has been requested for the Line Items. Please see quote 26141 for additional warranty options that if selected would meet the requirements of the RFP documentation.

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
01. IPTV HEADEND					
18693-US	VITEC	VITEC EZ TV PLATFORM - SERVER - PRO - DL360 - PHYSICAL - US	1.00	\$29,675.00	\$29,675.00
17430-US	VITEC	VITEC EZ TV VWP - 6 SLOT CHASSIS - US	3.00	\$7,850.00	\$23,550.00
17432	VITEC	VITEC EZ TV VWP - INPUT - 2 X HDMI4K	4.00	\$1,208.00	\$4,832.00
17442	VITEC	VITEC VWP-O-2XHD BASET EZ TV VIDEO WALL PROCESSOR OUTPUT CARD	9.00	\$2,592.00	\$23,328.00
15508	VITEC	VITEC EZ TV ELECTRONIC PROGRAM GUIDE (EPG) MODULE	1.00	\$6,107.00	\$6,107.00
15428	VITEC	VITEC EZ TV STB MANAGER MODULE	1.00	\$7,627.00	\$7,627.00
17350	VITEC	VITECVID EZ TV SERIAL CONTROL MODULE	1.00	\$9,154.00	\$9,154.00
17502	VITEC	VITEC VIDEO EZ TV DYNAMIC SIGNAGE MODULE	1.00	\$6,107.00	\$6,107.00
UPX-RLNK-2000R-2	MIDDLE ATLANTIC	2000VA 120V UPS RLNK BANK CONTROL	1.00	\$1,744.00	\$1,744.00
UPX-EXPANRUN-20	MIDDLE ATLANTIC	UPX EXPAND RUNTIME UNIT 2KVA	1.00	\$1,013.00	\$1,013.00
01. IPTV HEADEND Total:					\$113,137.00
02. IPTV ENDPOINTS					
17219-US	VITEC	VITEC EZ TV EP5 - END POINT - 4K - DUAL DECODE - US	335.00	\$336.00	\$112,560.00
17927-US	VITEC	VITEC EZ TV EP5+ - END POINT - 4K - DUAL DECODE - US	2.00	\$994.00	\$1,988.00
17467	VITEC	VITEC EZ TV VWP - HDBASET RECEIVER 300 FT HD / 200 FT 4K	9.00	\$318.00	\$2,862.00
18263	VITEC	VITEC EZ TV UNIVERSAL END-POINT LICENSE - 5 END-POINTS	68.00	\$574.00	\$39,032.00
02. IPTV ENDPOINTS Total:					\$156,442.00
03. MISC CABLES AND MATERIAL					
ALPHA-MATERIALS	ALPHA	ALPHA MATERIALS	1.00	\$2,500.00	\$2,500.00
CG03983	C2G	6FT CAT6 SNAGLESS UTP CABLE-BLK	325.00	\$4.00	\$1,300.00
CG56783	C2G	6FT/1.8M HIGH SPEED HDMI CABLE W/ ETH	325.00	\$7.00	\$2,275.00
ALPHA-ALLOWANCE-ENG	ALPHA	ALPHA ENGINEERING ALLOWANCE FOR RS-232 ADAPTERS	325.00	\$20.00	\$6,500.00



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QUOTE
26030

03. MISC CABLES AND MATERIAL Total: \$12,575.00

04. SERVICE AND SUPPORT

ALPHA-WORKMANSHIP	ALPHA	ALPHA WORKMANSHIP WARRANTY - YEAR 1	1.00	\$0.00	\$0.00
ALPHA-WORKMANSHIP	ALPHA	ALPHA WORKMANSHIP WARRANTY - YEAR 2	1.00	\$13,100.00	\$13,100.00
ALPHA-SMA-SILVER-1YR	ALPHA	ALPHA ASSURANCE SILVER SERVICE AND MAINTENANCE AGREEMENT, 1 YR. TERM	0.00 OPTIONAL	\$10,075.00	\$0.00 NOT INCLUDED
ALPHA-SMA-GOLD-1YR	ALPHA	ALPHA ASSURANCE GOLD SERVICE AND MAINTENANCE AGREEMENT, 1 YR. TERM	0.00 OPTIONAL	\$17,841.00	\$0.00 NOT INCLUDED
ALPHA-SMA-PLATINUM-1YR	ALPHA	ALPHA ASSURANCE PLATINUM SERVICE AND MAINTENANCE AGREEMENT, 1 YR. TERM	0.00 OPTIONAL	\$29,956.00	\$0.00 NOT INCLUDED
16348	VITEC	VITEC GOLD SERVICE PROGRAM ANNUAL CONTRACT - 1 YR	1.00	\$37,640.00	\$37,640.00
14230	VITEC	VITEC SILVER SERVICE PROGRAM ANNUAL PLAN - 1 YR	1.00	\$17,978.00	\$17,978.00

04. SERVICE AND SUPPORT Total: \$68,718.00

05. PROJECT COSTS AND LABOR

ALPHA-LABOR	ALPHA	ALPHA INTEGRATION LABOR	1.00	\$47,400.00	\$47,400.00
ALPHA-MISC-LABOR	ALPHA	MISCELLANEOUS LABOR - COMMONWEALTH ELECTRIC	1.00	\$43,860.00	\$43,860.00
16439	VITEC	VITEC VIDEO CONFIGURATION AND TRAINING	6.00	\$2,600.00	\$15,600.00
16211	VITEC	VITEC VIDEO TRAVEL AND EXPENSES	1.00	\$9,625.00	\$9,625.00
16161	VITEC	VITEC VIDEO PROJECT MANAGEMENT	1.00	\$7,500.00	\$7,500.00
ALPHA-EXPENSES	ALPHA	ALPHA TRAVEL AND OTHER EXPENSES	1.00	\$13,275.00	\$13,275.00
INSURANCE BONDS	ACORDIA	INSURANCE BONDS	1.00	\$6,000.00	\$6,000.00

05. PROJECT COSTS AND LABOR Total: \$143,260.00

OPTIONAL ITEMS:	\$0.00	Subtotal:	\$494,132.00
(NOT INCLUDED)		Shipping:	\$15,000.00
		Tax:	\$0.00
		Total:	\$509,132.00

A 3% convenience fee will be added for all credit card payments.

All information contained within this quote is valid for the next 30 days. Thereafter, all prices and applicable charges are subject to change.

Returns are subject to a minimum 15% restocking fee when accompanied by original packaging.

Sales tax is not included and will be billed at actual cost.

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____ (Print Name) SIGNATURE: _____ DATE: _____



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QUOTE
26137

PREPARED FOR		SITE LOCATION		Date: 2023-10-04
Company: City of Lincoln		Company: Pinnacle Bank Arena		SALES REPRESENTATIVE Jeff Volk VP System Sales (952) 841 3311 jeff.volk@alphax.us
Address: 555 South 10th St Suite 208 Lincoln, NE 68508		Address: 400 Pinnacle Arena Dr. Lincoln, NE 68508		
Contact: Sharon Mulder		Contact:		
Phone: (402)441-7417		Phone:		

TITLE		Terms: NET 30
Pinnacle Bank Arena IPTV Upgrade - Yearly Subscription Fee (1-Year Renewal Rate)		

ADDITIONAL NOTES	
NOTES	

-Pricing is based on a 1-year commitment.
-Pricing for year one is included in the base systems proposal. This cost reflects an annual renewal cost for year two and beyond.

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
04. SERVICE AND SUPPORT					
ENDPOINT SUPPORT					
14230	VITEC	VITEC SILVER SERVICE PROGRAM ANNUAL PLAN - 1 YR	1.00	\$17,978.00	\$17,978.00
ENDPOINT SUPPORT Total:					\$17,978.00
SOFTWARE SUPPORT					
16348	VITEC	VITEC GOLD SERVICE PROGRAM ANNUAL CONTRACT - 1 YR	1.00	\$37,640.00	\$37,640.00
SOFTWARE SUPPORT Total:					\$37,640.00
04. SERVICE AND SUPPORT Total:					\$55,618.00
Subtotal:					\$55,618.00
Shipping:					\$0.00
Tax:					\$0.00
Total:					\$55,618.00

A 3% convenience fee will be added for all credit card payments.

All information contained within this quote is valid for the next 30 days. Thereafter, all prices and applicable charges are subject to change.

Returns are subject to a minimum 15% restocking fee when accompanied by original packaging.

Shipping costs are not included and will be billed at actual cost.

Sales tax is not included and will be billed at actual cost.

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN		
BUYER: _____ (Print Name)	SIGNATURE: _____	DATE: _____



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QUOTE
26138

PREPARED FOR		SITE LOCATION	
Company: City of Lincoln	Address: 555 South 10th St Suite 208 Lincoln, NE 68508	Company: Pinnacle Bank Arena	Address: 400 Pinnacle Arena Dr. Lincoln, NE 68508
Contact: Sharon Mulder	Phone: (402)441-7417	Contact:	Phone:
		Date: 2023-10-04	
		SALES REPRESENTATIVE	
		Jeff Volk	
		VP System Sales	
		(952) 841 3311	
		jeff.volk@alphax.us	

TITLE	Terms: NET 30
Pinnacle Bank Arena IPTV Upgrade - Yearly Subscription Fee (2-Year Renewal Rate)	

ADDITIONAL NOTES
NOTES

- Pricing is based on a 2-year commitment.
- Pricing is based on an annual cost, multiplied by the term, for a total cost.
- Costs can be billed all at once, or on an annual basis.

**This is the same cost as outlined in our base proposal (26030) and 1-yr annual subscription (26137). There is no price break for multi-year agreements until a 3-yr commitment.

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
04. SERVICE AND SUPPORT					
ENDPOINT SUPPORT					
14230	VITEC	VITEC SILVER SERVICE PROGRAM ANNUAL PLAN - 2-YEAR TERM	2.00	\$17,978.00	\$35,956.00
ENDPOINT SUPPORT Total:					\$35,956.00
SOFTWARE SUPPORT					
16348	VITEC	VITEC GOLD SERVICE PROGRAM ANNUAL CONTRACT - 2-YEAR TERM	2.00	\$37,640.00	\$75,280.00
SOFTWARE SUPPORT Total:					\$75,280.00
04. SERVICE AND SUPPORT Total:					\$111,236.00
Subtotal:					\$111,236.00
Shipping:					\$0.00
Tax:					\$0.00
Total:					\$111,236.00

A 3% convenience fee will be added for all credit card payments.

All information contained within this quote is valid for the next 30 days. Thereafter, all prices and applicable charges are subject to change.

Returns are subject to a minimum 15% restocking fee when accompanied by original packaging.

Shipping costs are not included and will be billed at actual cost.

Sales tax is not included and will be billed at actual cost.

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN		
BUYER: _____ (Print Name)	SIGNATURE: _____	DATE: _____



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QUOTE
26140

PREPARED FOR		SITE LOCATION		
Company: City of Lincoln		Company: Pinnacle Bank Arena		Date: 2023-10-04
Address: 555 South 10th St		Address: 400 Pinnacle Arena Dr.		SALES REPRESENTATIVE
Suite 208		Lincoln, NE 68508		
Lincoln, NE 68508				
Contact: Sharon Mulder		Contact:		Jeff Volk
Phone: (402)441-7417		Phone:		VP System Sales
				(952) 841 3311
				Jeff.volk@alphax.us

TITLE	Terms: NET 30
Pinnacle Bank Arena IPTV Upgrade - Yearly Subscription Fee (3-Year Renewal Rate)	

ADDITIONAL NOTES
NOTES

- Pricing is based on a 3-year commitment.
- Pricing is based on an annual cost, multiplied by the term, for a total cost.
- Costs can be billed all at once, or on an annual basis.

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
04. SERVICE AND SUPPORT					
ENDPOINT SUPPORT					
14230	VITEC	VITEC SILVER SERVICE PROGRAM ANNUAL PLAN - 3-YEAR TERM (INCLUDED W/ SOFTWARE SUPPORT)	3.00	\$0.00	\$0.00
ENDPOINT SUPPORT Total:					\$0.00
SOFTWARE SUPPORT					
16348	VITEC	VITEC GOLD SERVICE PROGRAM ANNUAL CONTRACT - 3-YEAR TERM	3.00	\$52,851.00	\$158,553.00
SOFTWARE SUPPORT Total:					\$158,553.00
04. SERVICE AND SUPPORT Total:					\$158,553.00
Subtotal:					\$158,553.00
Shipping:					\$0.00
Tax:					\$0.00
Total:					\$158,553.00

A 3% convenience fee will be added for all credit card payments.

All information contained within this quote is valid for the next 30 days. Thereafter, all prices and applicable charges are subject to change.

Returns are subject to a minimum 15% restocking fee when accompanied by original packaging.

Shipping costs are not included and will be billed at actual cost.

Sales tax is not included and will be billed at actual cost.

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN		
BUYER: _____ (Print Name)	SIGNATURE: _____	DATE: _____



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QUOTE
26141

PREPARED FOR		SITE LOCATION		Date: 2023-10-04
Company: City of Lincoln		Company: Pinnacle Bank Arena		SALES REPRESENTATIVE Jeff Volk VP System Sales (952) 841 3311 jeff.volk@alphax.us
Address: 555 South 10th St		Address: 400 Pinnacle Arena Dr.		
Suite 208		Lincoln, NE 68508		
Lincoln, NE 68508				
Contact: Sharon Mulder		Contact:		
Phone: (402)441-7417		Phone:		

TITLE	Terms: NET 30
Pinnacle Bank Arena IPTV Upgrade - Miscellaneous Warranty Items	

ADDITIONAL NOTES
NOTES

- Provides cost to extend Alpha Integration warranty for years 3 thru 5 to align with the RFP document.
- Provides a 5-year term option for VITEC annual subscription costs to align with the RFP document.
- Pricing is based on a 3-year commitment.
- Pricing is based on a total cost for all 5-years.
- Costs can be billed all at once, or divided by 5 and billed on an annual basis.

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
04. SERVICE AND SUPPORT					
ALPHA WARRANTY					
ALPHA-WORKMANSHIP	ALPHA	ALPHA WORKMANSHIP WARRANTY - YEAR 3 - 5 (TOTAL COST)	1.00	\$49,125.00	\$49,125.00
ALPHA WARRANTY Total:					\$49,125.00
VITEC SUPPORT					
16348	VITEC	VITEC GOLD SERVICE PROGRAM ANNUAL CONTRACT - 5-YEAR TERM (TOTAL COST)	1.00	\$159,971.00	\$159,971.00
14230	VITEC	VITEC SILVER SERVICE PROGRAM ANNUAL PLAN - 5-YEAR TERM (TOTAL COST)	1.00	\$76,409.00	\$76,409.00
VITEC SUPPORT Total:					\$236,380.00
04. SERVICE AND SUPPORT Total:					\$285,505.00
Subtotal:					\$285,505.00
Shipping:					\$0.00
Tax:					\$0.00
Total:					\$285,505.00

A 3% convenience fee will be added for all credit card payments.

All information contained within this quote is valid for the next 30 days. Thereafter, all prices and applicable charges are subject to change.

Returns are subject to a minimum 15% restocking fee when accompanied by original packaging.

Shipping costs are not included and will be billed at actual cost.

Sales tax is not included and will be billed at actual cost.

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____
(Print Name)

SIGNATURE: _____

DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/1/2023

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 CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55402	CONTACT NAME: Wendy Kurtz	
	PHONE (A/C No, Ext): 612-322-6014	FAX (A/C No):
INSURED Alpha Video & Audio Inc. 7690 Golden Triangle Dr Eden Prairie, MN 55344	E-MAIL ADDRESS: wkurtz@csdz.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Co. America	
	INSURER B: The Standard Fire Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
25674		
19070		

COVERAGES **CERTIFICATE NUMBER:** 914125457 **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"/> Contr Liab Per <input checked="" type="checkbox"/> Policy form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	ZLP71N06192	12/30/2022	12/30/2023	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"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp/\$1000 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll/\$1000	Y	Y	BA8M358742	12/30/2022	12/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Physical Damage \$ACV of Vehicle
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 \$10,000	Y	Y	CUP9L121046	12/30/2022	12/30/2023	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
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	UB8M980207	12/30/2022	12/30/2023	<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
A	Cyber Liability Technology E&O	N	N	ZPL16N38843	12/30/2022	12/30/2023	Cyber Limit: Each Claim/Aggregate Deductible Each Claim \$3,000,000 \$5MM/\$5MM \$25,000

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 and Others as required by written contract.

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 and Others as required by written contract.

See Attached...

CERTIFICATE HOLDER WHJPA 555 South 10th St. Suite 208 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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AGENCY CUSTOMER ID: ALPVIDPC

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY CSDZ, LLC		NAMED INSURED Alpha Video & Audio Inc. 7690 Golden Triangle Dr Eden Prairie, MN 55344
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.

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

COMMERCIAL GENERAL LIABILITY

Insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether 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 TECHNOLOGY

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.

- | | |
|--|---|
| A. Non-Owned Watercraft - 75 Feet Long Or Less | H. Blanket Additional Insured - Controlling Interest |
| B. Who Is An Insured - Unnamed Subsidiaries | I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers |
| C. Who Is An Insured - Employees - Supervisory Positions | J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises |
| D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies | K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations |
| E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures | L. Medical Payments - Increased Limit |
| F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement | M. Blanket Waiver Of Subrogation |
| G. Blanket Additional Insured - Broad Form Vendors | N. Contractual Liability - Railroads |
| | O. Damage To Premises Rented To You |

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

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

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II - WHO IS AN INSURED:**

e. Any person or organization that, with your express or implied

consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. 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 or joint venture, 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

COMMERCIAL GENERAL LIABILITY

- 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. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II - WHO IS AN INSURED:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of

the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II - WHO IS AN INSURED:

No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an Insured under Section II - Who Is An Insured.

F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

Any person or organization that is not otherwise an Insured under this Coverage Part and that you have agreed in a written

COMMERCIAL GENERAL LIABILITY

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" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

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

Any person or organization that is a vendor and that you have agreed in a 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" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless 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;

- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, 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 on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED - CONTROLLING INTEREST

1. The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II - WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

COMMERCIAL GENERAL LIABILITY

I. BLANKET ADDITIONAL INSURED - MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

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

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED - GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you 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 the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. 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".

L. MEDICAL PAYMENTS - INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III - LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person,

COMMERCIAL GENERAL LIABILITY

and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. 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.

N. 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;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. 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.



POLICY NUMBER: ZLP-71N06192-21-I5

EFFECTIVE DATE: 12/30/2022

ISSUE DATE: 12/13/2022

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

This listing shows the number of forms, schedules and endorsements by line of business.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T3 18 05 11	COMMON POLICY CONDITIONS - DELUXE
IL T0 03 04 96	LOCATION SCHEDULE
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T9 33 09 08	MINNESOTA CHANGES - CANCELLATION AND NONRENEWAL
IL T3 68 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL T4 05 05 19	DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 12 03 15	AMENDMENT OF COMMON POLICY CONDITIONS-PROHIBITED COVERAGE UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS
IL T4 14 01 21	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL T4 27 06 19	ADDITIONAL BENEFITS
IL T4 40 10 20	PROTECTION OF PROPERTY

PROPERTY

DX T0 00 11 12	DELUXE PROPERTY COVERAGE PART DECLARATIONS
DX 00 04 11 12	TABLE OF CONTENTS
DX T1 00 11 12	DELUXE PROPERTY COVERAGE FORM
DX T1 01 11 12	DELUXE BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
DX T4 15 11 12	CRIME ADDITIONAL COVERAGES
DX T4 16 11 12	TECHNOLOGY INDUSTRY DIRECT DAMAGE AND CAUSE OF LOSS EXTENSIONS
DX T4 17 11 12	TECHNOLOGY INDUSTRY BUSINESS INCOME AND EXTRA EXPENSE EXTENSIONS
DX T3 01 11 12	CAUSES OF LOSS - EARTHQUAKE
DX T3 02 11 12	CAUSES OF LOSS - BROAD FORM FLOOD
DX T3 59 03 98	SELLING PRICE - STOCK HELD FOR SALE
DX T3 79 11 12	LOSS PAYABLE PROVISIONS
DX T4 02 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
DX 01 08 05 20	MINNESOTA CHANGES
DX T3 98 04 02	ELECTRONIC VANDALISM LIMITATION ENDORSEMENT

COMMERCIAL GENERAL LIABILITY

CG T0 01 11 03	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
CG T0 34 02 19	TABLE OF CONTENTS COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG T0 09 09 93	EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG T1 01 01 16	EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
CG D4 25 07 08	OTHER INSURANCE - ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE
CG D4 37 02 19	AMENDMENT OF COVERAGE B - LIMITED PERSONAL AND ADVERTISING INJURY LIABILITY - TECHNOLOGY

CG D2 03 12 97	AMENDMENT - NON CUMULATION OF EACH OCCURRENCE LIMIT OF LIABILITY AND NON CUMULATION OF PERSONAL & ADVERTISING INJURY LIM
CG D4 17 02 19	XTEND ENDORSEMENT FOR TECHNOLOGY
CG D4 21 07 08	AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION - EXCEPTION FORDAMAGES ASSUMED IN AN INSURED CONTRACT APPLIES ONLY TO NAMED
CG D1 42 02 19	EXCLUSION - DISCRIMINATION
CG T0 43 01 16	TABLE OF CONTENTS - EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
CG T9 20 01 16	MINNESOTA CHANGES - EBL
CG D2 46 04 19	BLANKET ADDITIONAL INSURED (INCLUDES PRODUCTS-COMPLETED OPERATIONS IF REQUIRED BY CONTRACT)
CG D3 61 03 05	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
CG D3 73 11 05	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPL ETED OPERATIONS
CG D4 68 02 19	TOTAL AGGREGATE LIMIT AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS
CG D6 04 02 19	BLANKET ADDITIONAL INSURED - AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)
CG D6 18 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS
CG F9 30 02 19	MINNESOTA CHANGES - CONTRACTUAL LIABILITY EXCLUSION AND SUPPLEMENTARY PAYMENTS

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 INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. 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:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. 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:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) 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.

POLICY NUMBER: BA-8M358742-21-I5-G

EFFECTIVE DATE: 12/30/2022

ISSUE DATE: 12/13/2022

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 01 07	COMMON POLICY CONDITIONS

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CA T0 01 02 15	BA- COVERAGE PART DECS (ITEMS 1 & 2)
CA T0 02 02 15	BUSINESS AUTO COVERAGE PART DECLARATIONS (ITEM 3)
CA T0 03 02 15	BUS AUTO COV PART DECLARATIONS-4&5
CA T0 30 02 16	BUSINESS AUTO/MC COV PART-UM SUPPL SCHD
CA T0 31 02 15	TABLE OF CONTENTS-BUSINESS AUTO COV FORM
CA 00 01 10 13	BUSINESS AUTO COVERAGE FORM
CA 01 94 10 13	MINNESOTA - GARAGEKEEPERS ENDORSEMENT
CA 20 01 10 13	LESSOR - ADDITIONAL INSURED AND LOSS PAYEE
CA 20 55 10 13	FELLOW EMPLOYEE COVERAGE
CA 21 24 05 20	MINNESOTA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE
CA 22 25 05 20	MINNESOTA PERSONAL INJURY PROTECTION
CA 99 23 10 13	RENTAL REIMBURSEMENT COVERAGE
CA T4 52 02 16	SHORT TERM HIRED AUTO - ADDITIONAL INSURED AND LOSS PAYEE
CA T4 59 02 15	AMENDMENT OF EMPLOYEE DEFINITION
CA T4 74 02 16	BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE
CA T3 53 02 15	BUSINESS AUTO EXTENSION ENDORSEMENT
CA 02 18 10 13	MINNESOTA CHANGES - CANCELLATION AND NONRENEWAL
CA T3 32 02 15	ADDITIONAL INSURED NOTICE OF CANCELLATION
CA T4 45 04 09	LOSS PAYABLE CLAUSE
CA 01 38 05 20	MINNESOTA CHANGES

INTERLINE ENDORSEMENTS

IL T3 20 05 19	NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US
IL T4 05 05 19	DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 27 06 19	ADDITIONAL BENEFITS
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL T0 10 12 86	LENDER'S CERTIFICATE OF INSURANCE - FORM A



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

POLICY NUMBER: UB8M980207

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 NAMED INSURED HAS AGREED IN A WRITTEN CONTRACT EXCEUTED PRIOR TO LOSS TO PROVIDE THIS WAIVER.

DATE OF ISSUE: - -

ST ASSIGN:

Insurance Requirements

Submitted on	26 September 2023, 10:24AM
Receipt number	1084
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)

rwelss@pinnaclebankarena.com

NEW STANDALONE IPTV System

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln & West Haymarket JPA, hereinafter referred to as City, is requesting a company to furnish and provide installation of new Standalone IPTV System.
 - 1.1.1 Hardware is to be delivered to Pinnacle Bank Arena, 400 Pinnacle Arena Drive, Lincoln, NE.
 - 1.1.2 Bidder to install and Set up DMPS
 - 1.1.3 Bidder to train staff on how to use new IPTV system.
 - 1.1.4 Must include all Subscription/Licensing fees.
 - 1.1.5 Must have 2-year warranty with option for additional warranty up to 5-year.
- 1.2 Bidders may only respond to this invitation via the City/County Ebid system.
 - 1.2.1 Vendors may register and respond by accessing City/County Ebid system at the following website: www.lancaster.ne.gov. Keyword: bid
- 1.3 All inquiries regarding these specifications shall be directed via e-mail to Sharon Mulder, Purchasing Agent (smulder@lincoln.ne.gov)
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders as an electronic addendum.
 - 1.3.2 The City shall only reply to written inquiries received within three (3) calendar days of bid opening.
 - 1.3.3 Addendums will be issued electronically via the Ebid system.
- 1.4 Vendors who wish to deviate from these specifications must do so by a written request to the contact listed in 1.3. Failure to submit deviations as requested may result in rejection of bid.
 - 1.4.1 The City reserves the right to request additional information after the close of bid to ensure full compliance with the requirements of this document and other documents posted in the Ebid system.
- 1.5 The City will not make advance payment for any portion of the awarded contract without a full performance/supply bond provided to the City prior to contract execution.
- 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.
- 1.10 Additional Project Management – Joe Mack, IT Manager, Pinnacle Bank Aren

2. IPTV AND DIGITAL SIGNAGE SYSTEM

- 2.1 SCOPE OF WORK
 - 2.1.1 Pinnacle Bank Arena solicits proposals from interested vendors to furnish the IPTV System throughout Pinnacle Bank Arena.
 - 2.1.2 The IPTV and Digital Signage solution should be turnkey, and the selected vendor will be responsible for the entire scope of work including integration with the existing DirectTV (Com3000) system.

3. DESCRIPTION OF WORK

- 3.1 The following is intended to further describe the work and clarify design intent and is not an exhaustive description of the System.
 - 3.1.1 Install and configure redundant server(s) system and IPTV and Digital Signage software.
 - 3.1.2 UPS that provides thirty (30) minutes of backup power.
- 3.2. Integrate the IPTV into the existing Direct TV service.
- 3.3 Coordinate and assist the network administrator regarding network configuration for the IPTV System.

4. REQUIREMENT

- 4.1 The IPTV System includes the following major items:
 - 4.1.1 Distribution of IP, Municipal Cable, and/or Satellite Television sourced viewing channel lineup, plus content produced within the Facility, as unencrypted IP multicast streams over the Facility's Ethernet network.
 - 4.1.2 H.264/AVC encoding of Facility sourced High Definition video and audio content.
 - 4.1.3 The system should also support MPEG2, MPEG4, H265, 4K and HLS formats in 720P, 1080P and 4K UHD formats. Support for the following content is essential: Live TV, Live Camera Feeds, Video, Social Media integration, Images, Animated GIF Text, Scrolling Text, PowerPoint, RSS Feeds, HTML, Clocks, Calendars, Weather, and Audio only multicast content.
 - 4.1.4 Unified program guide and user interface customizable for all IP video and audio content, regardless of source. Electronic program guide (EPG) with updating via Nielsen integration.
 - 4.1.5 Distribution of AV sources to TVs/displays. The ability to deliver content to users via their iOS or Android devices via WI-FI. Integrate a remote workflow that can be used to provide custom streams to off-site workers, such as broadcast announcers that need to see an ultra-low latency stream.
 - 4.1.6 Digital Signage solution must be capable of integration with POS solutions (i.e., Bypass aka Clover Sport
 - 4.1.7 EDI takeover (Moments of Exclusivity) from Daktronics Show Control and commands during game experience, including IPTV as well as Menu boards in concourses throughout the arena. Fiserv - First Data Merchant Services LLC will be the provider of the POS System.
 - 4.1.8 System must allow the scheduling of one-off events, repeat events, individual layouts, and playlists, set an end date for scheduled events, and allow scheduled events to overnight default playlists.
 - 4.1.9 The system must include general zoning and grouping features. There will be specific zones or areas in the Facility where all EDIs and displays receive identical targeted, coordinated content (e.g., sponsor messages, advertising, etc.) as identified on the TV/Display schedule. While each zone may at times show content common to the rest of the Facility, each zone should be expected to receive content and scheduling specific to it (e.g., branding for injectors, neighborhoods, etc.). ID "bugs" and related animations may also be required.
 - 4.1.10 The system should allow for an emergency message mode—triggerable from the OPS security command center override.

4.2 EQUIPMENT

- 4.2.1 Removal of existing DMP endpoints and Installation of new DMP endpoints
- 4.2.2 (325) DMP Endpoints

- 4.2.1 (217) - Digital Signage Playback
- 4.2.2 (108) – IPTV
- 4.2.3 Video wall Components must be able to play both live footage and advertisements, current video walls are as follows:
 - 4.2.3.1 – (2) 3 x 3 video wall – Playing Digital Content and/or live game footage
 - 4.2.3.2 – (1) 2 x 2 x 3 (aka 2x6) – Playing Digital Content and/or live game footage (current ability of play 3 different ads or live feed at once).
 - (2) 2x2 Video Walls Playing Digital Content and/or live game footage
- 4.2.4 Must include all equipment needed to run the Standalone IPTV system, including Primary and Secondary Servers.
- 4.2.5 Must include all licenses for Servers, Set tops and any other required components.

5. QUALITY ASSURANCE

- 5.1 Manufacturer's Qualifications: At least three (3) years' experience in the production of specified products or Approved Equal by the Owner.
- 5.2 Contractor's Qualifications information to be provided with Bid Response. Firm experienced in the installation of systems similar in complexity to those required for this project; and meet the following:
 - 5.2.1 At least two (2) years' experience with equipment and systems of the specified types.
 - 5.2.2 Experience with at least two (2) comparable scale projects within the last five years.
 - 5.2.3 Provide three (3) references from similar size NFL, NBA, NHL or Power Five arena/stadiums that utilize the vendors product for IPTV and Digital Signage.

6. ACCEPTANCE TESTING

- 6.1 Upon completion of the Scope of Work and delivery of the final Inspection Notification Report, notify the Director of Operations and IT Manager.
- 6.2 Provide a person familiar with aspects of the system to assist PBA staff during acceptance testing. The available individual must have specialized knowledge of the computer control system operating software and function of the system.
- 6.3 The process of acceptance testing the IPTV System may necessitate moving and adjusting certain component parts; perform such adjustments without claim for additional payment.
- 6.4 Final Acceptance shall occur after the system functions substantially for three (3) regular season events.

7. INSTALLATION, ENGINEERING & TRAINING

The following list below is for install, configuring and training for IPTV

- 7.1 Provide sixteen (16) hours of instruction to PBA designated personnel on the use and operation of the System, scheduled as a minimum of four (4) separate sessions, by an instructor fully knowledgeable and qualified in system operation.
- 7.2 With the completion of the system integration, the Vendor shall provide onsite game day support for (3) events and 24-7 phone support for the following (2) events.
- 7.3 The System Reference Manuals should be complete and on site at the time of this instruction. All system build drawings are provided in .PDFs and .DWG file format to PBA.
- 7.4 Coordinate the training schedule with Pinnacle Bank Arena. At the direction of Pinnacle Bank Arena, a portion of training time may be deferred to end of first regular season as follow-up sessions to enhance the operator's ability to maximize the performance of

- system.
- 7.5 Training should be assumed to take place in Pinnacle Bank Arena.
- 7.6 In the event that a portion of the training time is occupied in troubleshooting the equipment installation, then the training time shall be extended an equal amount of time.

8. EXECUTION

- 8.1 Winning bidder will be given an install date once the contract is signed after approval from the WHJPA board in late December.
- 8.2 Endpoints will need to work with an EX-LINK Port or similar RS-232 functionality

9. DELIVERY

- 9.1 Delivery of IPTV should be set up in advance and can only be delivered to Pinnacle Bank Arena, Monday – Friday from 8am – 4pm.

10. WARRANTY

- 10.1 Warrant labor and materials for at least two (2) years following the date of Final Acceptance by PBA, with an additional option up to five (5) years.
- 10.2 System to be free of defects and deficiencies. Repair or replace defects occurring in labor or materials within the Warranty period without charge.
- 10.3 Register manufacturer's warranties and licenses in Owner's name.

11. COMPLETION, EVALUATION AND AWARD

- 11.1 The project completion date including all the acceptance testing should be on or before April 30, 2024, unless discussed between vendor and owner(user) due to possibly unforeseen circumstances.
- 11.2 The City will award this bid based on the Vendor being the lowest cost, deemed responsible and responsive according to the document in the Ebid system and by further investigation of the vender by the city following receipts of bids.
 - 11.2.1 Failure to comply with the instruction in the bid document and meet the requirements as listed may result in a determination of non-responsive or not responsible.
 - 11.2.2 The City reserves the right to utilize life-cycle cost analysis of bids received in order to determine the lowest cost.
 - 11.2.3. Life-cycle cost factors include, but may not be limited to, the installation time, quality of floor materials, quality of connections, and warranty period.
- 11.3 Vendor references will be checked to ensure that all bid requirements can be met.
 - 11.3.1 Failure to provide sufficient references, or references that cannot guarantee a successful installation, may result in the rejection of bids.
- 11.4 See Instructions to bidders for addition information regarding bid and award requirements.

Protection of Proprietary Information and Trade Secrets

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

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

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

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

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

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

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

"Trade Secrets" is defined as information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that:

Derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(See Neb. Rev. Stat. § 87-502 (4)(a)(b))

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

Bond Number: 9441257

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

Alpha Video and Audio, Inc.
7690 Golden Triangle Drive
Eden Prairie, MN 55344

SURETY (Name and Principal
Place of Business):

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

Owner (Name and Address):

WHJPA / Lancaster County
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date: October 26th, 2023
Amount: \$466,211.17

Description (Name and Location):

For all labor, material, and equipment necessary for IPTV System for Pinnacle Bank Arena – Rebid, Bid
No. 23-223.

BOND

Date: (Not earlier than Construction Contract Date): October 26th, 2023
Amount: \$466,211.17
Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL
Company:

(Corp. Seal)

Alpha Video and Audio, Inc.
7690 Golden Triangle Drive
Eden Prairie, MN 55344

SURETY

Company:

(Corp. Seal)

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

Type text here

Signature: _____
Name and Title:

David Farrier, Director of Finance

Signature: _____

Name and Title: Joshua R. Lottis, Attorney-in-Fact



EJCDC NO. 1910-28A (1984 Edition)

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

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

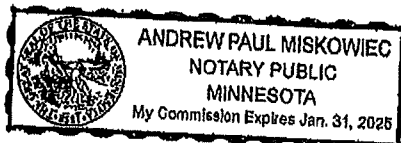
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 26 day of October, in the year 2023, before me personally
appeared David Farrier
Director of Finance of
Alpha Video & Audio, Inc., known to me to be
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in
this certificate first above written.



Andrew Paul Miskowiec, Notary Public

My Commission Expires: 1/31/25

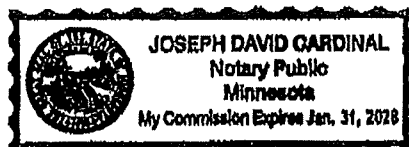
ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 26th day of October, in the year 2023, before me personally come(s)
Joshua R. Lofis, Attorney-in-Fact of
Fidelity and Deposit Company of Maryland, with whom
I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of
Fidelity and Deposit Company of Maryland, the company described in and
which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal
affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of
said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in
this certificate first above written.



Joseph David Cardinal, Notary Public

My Commission Expires: January 31, 2025

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint R. W. FRANK, Brian J. OESTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R. C. BOWMAN, Ted JORGENSEN, Colby D. WHITE, Nicole STILLINGS, Sarah DRAGT, Sandra ENGSTRUM, Rachel THOMAS, Lin ULVEN, Emily WHITE of Minneapolis, Minnesota, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

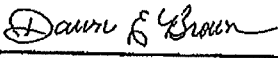
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of September, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: Robert D. Murray
Vice President


By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 20th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and say, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEWE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26th day of October, 2023.



A handwritten signature in dark ink, appearing to read 'Thomas O. McClellan', is written over a horizontal line.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reports@claims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Bond Number: 9441257

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

Alpha Video and Audio, Inc.
7690 Golden Triangle Drive
Eden Prairie, MN 55344

SURETY (Name and Principal Place
Of Business):

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

Owner (Name and Address):

WHJPA / Lancaster County
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date: October 26th, 2023

Amount: \$466,211.17

Description (Name and Location):

For all labor, material, and equipment necessary for IPTV System for Pinnacle Bank Arena - Rebid, Bid
No. 23-223

BOND

Date: (Not earlier than Construction Contract Date): October 26th, 2023

Amount: \$466,211.17

Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL
Company:

(Corp. Seal)

Alpha Video and Audio, Inc.
7690 Golden Triangle Drive
Eden Prairie, MN 55344

SURETY

Company:

(Corp. Seal)

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056

Signature: 

Name and Title: David Farrier, Director of Finance

Signature: 

Name and Title: Joshua R. Lewis, Attorney-in-Fact



EJCDC NO. 1010-20B (1004 Edition)

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

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

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

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

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.

4.2 Claimants who do not have a direct contract with the

Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and

2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

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

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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

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

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (ii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

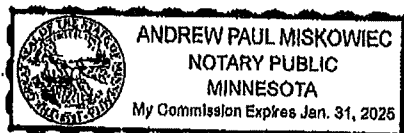
ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 26 day of October, in the year 2023, before me personally appeared David Farrier
Director of Finance of
Alpha Video & Audio, Inc., known to me to be
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in
this certificate first above written.



Andrew Paul Miskowiec
_____, Notary Public
My Commission Expires: 1/31/25

ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 26th day of October, in the year 2023, before me personally come(s)
Joshua R. Loftis, Attorney-in-Fact of
Fidelity and Deposit Company of Maryland, with whom
I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of
Fidelity and Deposit Company of Maryland, the company described in and
which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal
affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of
said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in
this certificate first above written.



Joseph David Cardinal
_____, Notary Public
My Commission Expires: January 31, 2028

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint R. W. FRANK, Brian J. OBSTREICH, Melinda C. BLODGETT, Nathan WEAVER, Joshua R. LOFTIS, R. C. BOWMAN, Ted JORGENSEN, Colby D. WHITE, Nicole STILLINGS, Sarah DRAGT, Sandra ENGSTRUM, Rachel THOMAS, Lin ULVEN, Emily WHITE of Minneapolis, Minnesota, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

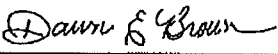
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of September, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President


By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 20th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26th day of October, 2023.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reports@claims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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

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

Pursuant to Neb. Rev. Stat. § 77-1323, I, Jeffrey Volk, do hereby certify that all equipment to be used on Bid No. 23-223, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in _____ County, Nebraska.

DATED this 26 day of October, 2023.

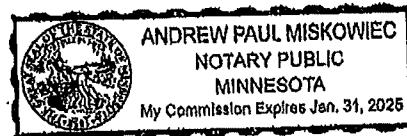
By: Jeffrey Volk
Title: EVP - Sports & Live Events

STATE OF ~~NEBRASKA~~ Minnesota)
COUNTY OF Dakota) ss.

On October 26, 2023, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Jeff Volk, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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

Andrew Paul Miskowiec
(SEAL) Notary Public



LANCASTER COUNTY

Employee Classification Act Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

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

I, e re Vo, herein below known as the Contractor, state under oath and swear as follows:

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

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

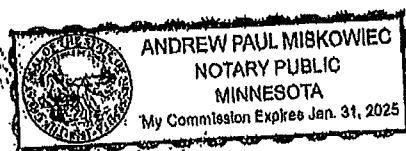
PRINT NAME: e re Vo
(First, Middle, Last)

SIGNATURE: Jeffrey Volk

TITLE: EVP - Sports & Li e E ents

State of ~~Nebraska~~ Minnesota
County of Dakota) ss.
)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this
26 day of October, 2023



Andrew Paul Miskowiec
Notary Public

INSTRUCTIONS TO BIDDERS

WEST HAYMARKET JOINT PUBLIC AGENCY

E-Bid

1. BIDDING PROCEDURE

- 1.1 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.2 Bids received after the time and date established for receiving bids will be rejected.
- 1.3 If bidding on a construction contract, the City's most current Standard Specifications for Municipal Construction shall apply.
 - 1.3.1 Said document is available on the web site.
<https://www.lincoln.ne.gov/City/Departments/LTU/Transportation/Standards/Standard-Specs>.

2. BID SECURITY

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

3. BIDDER'S REPRESENTATION

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

4. CLARIFICATION OF BIDDING DOCUMENTS

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

5. ADDENDA

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

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently,

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

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

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

9. DEMONSTRATIONS/SAMPLES

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

10. DELIVERY (Non-Construction)

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

11. WARRANTIES, GUARANTEES AND MAINTENANCE

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

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
- 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to JPA; and
- 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, JPA reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of JPA, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps

shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

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

14. INDEMNIFICATION

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

15. TERMS OF PAYMENT

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

16. LAWS

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

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

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

19. LIVING WAGE

- 19.1 The Bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

20. INSURANCE

- 20.1 All Bidders shall take special notice of the insurance provisions required for all JPA contracts (see *Insurance Requirements for All JPA Contracts*).

21. EXECUTION OF AGREEMENT

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

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

22. TAXES AND TAX EXEMPTION CERTIFICATE

- 22.1 JPA is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

23. AUDIT ADVISORY BOARD

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

24. E-VERIFY

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

Advertise 2 times
Wednesday, September 20, 2023
Wednesday, September 27, 2023

**City of Lincoln/Lancaster County
Purchasing Division**

NOTICE TO BIDDERS

Bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska
BY ELECTRONIC BID PROCESS until: **2:00 pm, Wednesday, October 4, 2023** for providing
the following:

**IPTV System for Pinnacle Bank Arena - Rebid
Bid No. 23-223**

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

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

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 TVs at the Pinnacle Bank Arena, for a total amount not to exceed \$92,755.00, pursuant to
5 Bid No. 23-239, is hereby approved and the Chairperson of the West Haymarket Joint Public
6 Agency Board of Representatives is hereby authorized to execute said Contract.

Adopted this _____ day of January, 2024.

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
New TV's for Pinnacle Bank Arena
Bid No. 23-239
West Haymarket Joint Public Agency
AVaaSE**

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 _____

CONTRACT DOCUMENTS

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

**New TV's for Pinnacle Bank Arena
Bid No. 23-239**

**AVaaSE
5700 Old Cheney Rd., Ste 6
Lincoln, NE 68516
402-890-3017**

**West Haymarket Joint Public Agency
Contract Terms**

THIS CONTRACT, made and entered into by and between **AVaaSE, 5700 Old Cheney Rd., Ste 6, Lincoln, NE 68516**, 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:

New TV's for Pinnacle Bank Arena, Bid No. 23-239

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

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the 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 \$92,755.00.

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. PERIOD OF PERFORMANCE: The work included in this Contract shall begin as soon as possible from date of executed contract. The completion date shall be no later than April 1,

2024, unless otherwise discussed between awarded contractor and owner due to scheduling conflicts of arena.

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

1. Contract Terms
2. Accepted Proposal\Supplier Response
3. Specifications
4. Insurance Requirements
5. Certificate of Insurance and Endorsements
6. Instructions to Bidders
7. Notice to Bidders
8. Sales Tax Exemption Forms 13

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

The Contractor and the 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
New TV's for Pinnacle Bank Arena
Bid No. 23-239
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:

Matthew C. Ihrig DBA AVaaSE
Name

5700 Old Cheney Rd., Ste 6
Address

Matthew C. Ihrig
Signature



23-239

AVaaSE

Supplier Response

Event Information

Number: 23-239
Title: New T.V.'s for Pinnacle Bank Arena
Type: Notice to Bidders
Issue Date: 9/29/2023
Deadline: 10/13/2023 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

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 C Ihrig

Signature

avaasengineering@gmail.com

Email

Submitted at 10/13/2023 01:28:48 PM (CT)

Response Attachments

23-239 New TVs for Pinnacle Bank Arena Scope of Work.pdf

23-239 New TVs for Pinnacle Bank Arena Scope of Work

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 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes

4 Draft Sample Contract

I acknowledge reading and understanding the draft sample contract.

☒ 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.

Matthew Ihrig, avaasengineering@gmail.com (402) 890-3017

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 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

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.

14

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 Method of Completion

I have attached my Method of Completion for the installation of the tv's for this bid.

☒ 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 Recycling of Corrugated Cardboard

I acknowledge and accept that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors shall haul any recyclable material directly to any of the three processor facilities which are currently operating in the City of Lincoln, or they can use a recycled material hauler for curbside collection at their place of business. Vendors are also encouraged to recycle any other approved materials used, or removed, from a City or County jobsite. Go to - <https://www.lincoln.ne.gov/City/Departments/LTU/Utilities/Solid-Waste-Management/Recycling> for more information on City of Lincoln recycling programs.

☒ Yes

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.

YES

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

New TVs for the Pinnacle Bank Arena

Price is for 90 - Samsung QBB 55" 4K UHD Commercial TV

Price is for 30 - Samsung QBB 65" 4K UHD Commercial TV

All TVs must have an RS-232 jack or compatible.

Quantity: 1 UOM: Lump Sum Unit Price: \$92,755.00 Total: \$92,755.00Manufacturer: Samsung

Item Notes: Price shall include:
 Furnish all new TVs throughout the PBA.
 Provide an option to install TVs throughout PBA (and installation)
 Remove & recycle existing TVs.

Item Attributes**1. No Installation**

What would your price reduction be if NO INSTALLATION was required.

9,105.00**2. Manufacturer and Model**

Provide manufacturer and model bidding.

Samsung QB55B and Samsung QB65B**Response Total: \$92,755.00**

23-239 New TVs for Pinnacle Bank Arena AVQ10196**Project Scope of Work****Customer, Needs and Objective**

- Pinnacle Bank Arena has expressed the need for New TVs with an option for installation at Pinnacle Bank Arena located Lincoln, Nebraska.
- This proposal includes the following owner furnished equipment (OFE) and AVaaSS provided equipment and services:
 - (90) QB55B Samsung 55" 4K UHD Commercial TVs
 - (30) QB65B Samsung 65" 4K UHD Commercial TVs
 - Option to install TVs throughout PBA.
 - (120) Reuse existing OFE TV Wall Mounts for New TVs.
 - (120) Reuse existing OFE associated system cabling and endpoints for the equipment listed above.
 - Installation Supplies including Cable Management supplies, and Velcro no charge.
 - Includes Recycle of all TVs.

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 (3) hours of end-user training at no additional cost.

Exclusions

- Proposal does not include processing equipment or endpoints at TVs. Endpoints shall be owner provided and in good working condition.
- Price includes shipping and freight on all equipment.

23-239 New TVs for Pinnacle Bank Arena AVQ10196**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. Prices subject to changes without notice. This is only an estimate of equipment and services provided. Does not include shipping and handling unless specified.

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 restrictions. Bid provided on 10/13/2023.

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

New TVs 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 TVs for Pinnacle Bank Arena requires the following:
 - 1.1.1 Furnish all new TVs throughout the PBA.
 - 1.1.2 Provide an option to install TVs throughout PBA
 - 1.1.3 Remove & recycle existing TVs.
- 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.
- 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 furnish and install new TVs throughout Pinnacle Bank Arena.

3. NEW TVS

3.1 The bidder's "Lump" sum pricing in Ebid must reflect providing the following:

3.2 Bidder to provide "Lump" sum pricing to install all TVs to existing mounts throughout PBA.

3.2.1 Note: Some mounts may have to be adjusted.

3.3 All TVs must have an RS-232 jack or compatible.

3.4 Recycle All TVs

3.5 Lift will be provided to the winning bidder to hang any TV.

Model	Description	Quantity
QB55B Samsung	QBB 55" 4k UHD Commercial TV	90
QB65B Samsung	QBB 65" 4k UHD Commercial TV	30

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.

5.2 Vendor will be given an approved contract after the WHJPA board meets in December 2023.

5.2.1 If Vendor is awarded tv's plus installation, this project shall be completed by April 1, 2024, unless otherwise discussed between awarded contractor and owner due to scheduling conflicts of arena.

Insurance Requirements

Submitted on	26 September 2023, 10:24AM
Receipt number	1084
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)

10/20/2023

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 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):																					
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:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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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
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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	P100.248.486.3	05/05/2023	05/05/2024	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> 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	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 \$

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

CERTIFICATE HOLDER**CANCELLATION**

WHJPA
City of Lincoln, Lancaster County, Lincoln - Lancaster County Public Building Commission,
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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Hiscox Insurance Company Inc.

Policy Number: P100.248.486.3
Named Insured: AVaaSE
Endorsement Number: 6
Endorsement Effective: 05/05/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

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



Hiscox Insurance Company Inc.

Policy Number: P100.248.486.3
Named Insured: AVaaSE
Endorsement Number: 18
Endorsement Effective: 05/05/2023

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".



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2023

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 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
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 757349684331580406D102023T200156

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	12/12/2022	12/12/2023	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 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	See ACORD 101 for additional coverage details.	Y	Y	964158931	12/12/2022	12/12/2023	\$

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

CERTIFICATE HOLDER

CANCELLATION

WHJPA, CITY OF LINCOLN, LANCASTER CO. LINCOLN LANCASTER CO. PUBLIC BLD COMMISS 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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 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: 12/12/2022	

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

The policy includes a Waiver of Subrogation for WHJPA, CITY OF LINCOLN, LANCASTER COUNTY, LINCOLN LANCASTER COUNTY PUBLIC BUILDING COMMISSION
WHJPA, CITY OF LINCOLN, LANCASTER COUNTY, LINCOLN LANCASTER COUNTY PUBLIC BUILDING COMMISSION is listed as an Additional Insured on this commercial auto policy.

Progressive
P.O. Box 94739
Cleveland, OH 44101

PROGRESSIVE
COMMERCIAL

Matthew Ihrig
Sarah Ihrig
AVaaSE
5227 S 53RD ST
LINCOLN, NE 68516

Policy number: 964158931

Underwritten by:
Progressive Northern Insurance Co
Insured:
Matthew Ihrig
December 13, 2022
Policy Period: Dec 12, 2022 - Dec 12, 2023

Mailing Address

Progressive Northern Insurance Co
PO Box 94739
Cleveland, OH 44101

Additional insured endorsement

Name of Person or Organization

WHJPA
555 S 10th St
Lincoln, NE 68508

This endorsement modifies insurance provided under the commercial auto policy and any endorsements thereto affording liability coverage.

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** and showing liability coverage.

Limit of Liability

Bodily Injury	Not applicable
Property Damage	Not applicable
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
Sarah Ihrig
AVaaSE

Effective date of endorsement: December 12, 2022 Policy expiration date: December 12, 2023

Form 1198 (07/16)

1-800-895-2886

For customer service, 24 hours a day,
7 days a week

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH
44101-8971



Policy number: 964158931

Underwritten by: Progressive Northern Insurance, Co.


Insured:

Matthew Ihrig DBA Name: AVaaSE

Policy Period: Dec 12, 2022 - Dec 12, 2023

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:

WHJPA
555 S 10th Street
Lincoln, NE 68508

This endorsement applies to Policy Number: 964158931

Issued to: Matthew Ihrig DBA Name: AVaaSE

Endorsement Effective: December 12, 2022

Expiration: December 12, 2023

All other terms, limits and provisions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2022

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		CONTACT NAME:	
NONE		PHONE (A/C, No, Ext):	
P O BOX 5600		FAX (A/C, No):	
HARTFORD		E-MAIL ADDRESS:	
22LMJ		CT 061025600	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
		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						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) \$
	HIRED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			(6JUB-0W28606-3-22)	12-01-22	12-01-23	PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/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)

CERTIFICATE HOLDER

CANCELLATION

WHJPA 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



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 01

POLICY NUMBER: (6JUB-0W28606-3-22)

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

DATE OF ISSUE: 10-27-23

ST ASSIGN: NE

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. Bidder 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 are not allowed to discuss this solicitation with any other employee, elected official 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. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this solicitation.
- 1.7. 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.
- 1.8. If bidding on a construction contract, the Owner's most current Standard Specifications for Municipal Construction shall apply. Here is the link: <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. ANTI-LOBBYING PROVISION

- 4.1 During the period between the solicitation release date and the contract execution, Bidders, including their agents and representatives, shall not lobby or promote their product/service with the Mayor, any member of the Owner or Owner staff except during Owner sponsored inquiries, briefings, interviews, or presentations, or unless requested by the Owner.

5. BRAND NAMES/ALTERNATES

- 5.1 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.
- 5.2 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.
- 5.3 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 5.4 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.

6. DEMONSTRATIONS/SAMPLES

- 6.1. Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owner.
- 6.2. Such demonstration can be at the Owner delivery location or a surrounding community.
- 6.3. 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.
- 6.4. 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.
- 6.5. The Owner reserves the right to request samples even though this may not have been set forth in the solicitation.
- 6.6. 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.
- 6.7. 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.

7. DELIVERY (Non-Construction)

- 7.1. The Owner reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the specified time(s).
- 7.2. 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.
- 7.3. 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.

8. WARRANTIES AND GUARANTEES

- 8.1. Manufacturer's warranties and/or guarantees and maintenance policies should be uploaded in Ebid in the Response Attachments tab.
- 8.2. Unless stated otherwise in the specifications, 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 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.

9. BID SECURITY

- 9.1. 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.
 - 9.1.1. 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.
 - 9.1.2. 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.
- 9.2. 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.
- 9.3. Such bid security will be returned to the unsuccessful Bidders when the award of the solicitation is made.
 - 9.3.1. Bid security will be returned to the successful Bidder(s) as follows:
 - 9.3.2. For purchase orders, upon the delivery of all equipment or merchandise, and upon final acceptance by the Owner.
 - 9.3.3. For all other contracts, upon approval by the Owner of the executed contract and bonds.

- 9.4. Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
- 9.4.1. A contract has been executed and bonds have been furnished.
 - 9.4.2. The specified time has elapsed so the solicitations may be withdrawn.
 - 9.4.3. All responses have been rejected.
 - 9.4.4. 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.

10. REFERENCE CHECKS

- 10.1. 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 non-responsible, not award, withdraw an award notification, or rescind the award of a contract.

11. SOLICITATION EVALUATION AND AWARD

- 11.1. 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.
- 11.2. No response shall be modified or withdrawn for a period of ninety (90) calendar days after closing date and time.
- 11.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 11.4. The solicitation will be awarded to the lowest responsible, responsive 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. If allowed, any governmental agency may piggyback on any purchase order or contract established from this solicitation.

12. EXECUTION OF AGREEMENT

- 12.1. Depending on the type of service or commodity provided, one of the following methods will be employed.
- 12.1.1. **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.
 - 12.1.2. **CONTRACT**
 - a. Owner will furnish copies of a Contract to the successful Bidder. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - b. The prepared documents should be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - c. The Owner will sign and date the Contract and prepare the appropriate documents for signature.
 - d. Upon approval and signature, the Owner will return one electronic copy to the successful Bidder.

13. INDEMNIFICATION

- 13.1. The Bidder shall indemnify and hold harmless the Owner from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owner for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owner.
- 13.2. In any and all claims against the Owner or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. LAWS

- 14.1. 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.
- 14.2. 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.
- 14.3. If there are any conflicts or inconsistencies between the Bidder's documents and the Owner's, the Owner's documents shall control.

15. TAX ASSESSMENT

- 15.1. Any solicitation for public improvement shall comply with Nebraska Revised Statute 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.

16. AFFIRMATIVE ACTION

- 16.1. The Owner provides equal opportunity for all Bidders and encourages minority businesses, women's businesses, and locally owned business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1. The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 17.2. 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.

18. INSURANCE

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

19. TAXES AND TAX EXEMPTION CERTIFICATE

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

20. AUDIT

- 20.1. 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.

21. E-VERIFY

- 21.1. 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.

Advertise 2 times
Friday, September 29, 2023
Friday, October 6, 2023

City of Lincoln/Lancaster County
Purchasing Division

NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **2:00 pm, Friday, October 13, 2023** for providing the following:

New TV's
Pinnacle Bank Arena
Bid No. 23-239

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

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

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 Wired,
4 Inc. for loading dock power improvement at the Pinnacle Bank Arena, for a total amount not to
5 exceed \$14,487.14, pursuant to Bid No. 23-234, is hereby approved and the Chairperson of the
6 West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute
7 said Contract.

Adopted this _____ day of January, 2024.

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 Power Improvement – Pinnacle Bank Arena
Bid No. 23-234
West Haymarket Joint Public Agency
Wired, Inc.

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 _____

CONTRACT DOCUMENTS

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

**Loading Dock Power Improvement – Pinnacle Bank Arena
Bid No. 23-234**

**Wired, Inc.
1384 G Road
Palmyra, NE 68418
(402) 499-5474**

**West Haymarket Joint Public Agency
Contract Terms**

THIS CONTRACT, made and entered into by and between **Wired, Inc., 1384 G Road, Palmyra, NE 68418**, hereinafter called "Contractor", and the West Haymarket Joint Public Agency, Lincoln, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "JPA".

WHEREAS, the 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 Power Improvement – Pinnacle Bank Arena, Bid No. 23-234

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

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the 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/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$14,487.14.

3. Equal Employment Opportunity: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination: This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The 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. Period of Performance: The work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be completed by April 1, 2024, unless

otherwise discussed between awarded contractor and owner. The JPA reserves the right to extend the contract beyond the renewal term upon written approval by both parties.

8. Assignment: Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the JPA.
9. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal\Supplier Response – Including Addendum No. 1
 3. Insurance Certificate and Endorsements
 4. Insurance Requirements
 5. Specifications
 6. Instructions to Bidders
 7. Notice to Bidders
 8. Sales Tax Exemption Forms 13

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

The Contractor and the 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.

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

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
Loading Dock Power Improvement – Pinnacle Bank Arena
Bid No. 23-234
West Haymarket Joint Public Agency
Wired, Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Paula Sanders
Secretary



Wired Inc.
Name of Corporation

1384 G" rd Palmyra, NE 68418
Address

By: *Dan G. Goff*
Duly Authorized Official

CEO
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



23-234 Addendum 1

Wired Inc.

Supplier Response

Event Information

Number: 23-234 Addendum 1
Title: Loading Dock Power Improvement - Pinnacle Bank Arena
Type: Notice to Bidders
Issue Date: 9/27/2023
Deadline: 10/11/2023 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

Wired Inc. Information

Contact: Danny Badgett
Address: 1384 G Road
Palmyra, NE 68418
Phone: (402) 499-5474
Email: wired@wiredne.com
Web Address: wiredne.com

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

steve lindgren

Signature

Submitted at 10/6/2023 10:02:06 AM (CT)

steve@wiredne.com

Email

Response Attachments

Loading Dock Power Improvemnet Proposal.pdf

Proposal

MTC 7103 OES2K2.3-Phase.Output Disconnect.Fused.200A-240VAC.07.20.23.R0.pdf

Enclosure Cut Sheets

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 Sign-in Sheet to the Bid Attachment Section.

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

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

4 Draft Sample Contract

I acknowledge reading and understanding the draft sample contract.

☒ Yes

5 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes

6 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.

Danny Badgett Danny@wiredne.com 402-499-5474

7 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

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](#)

☒ Yes

9 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

10 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 Power Improvement Project - Total Lump Sum Amount
Per Specifications, Section 3

Quantity: 1 UOM: Lump Sum Unit Price: Total:

Response Total: \$14,487.14



1384 G Road
Palmyra, NE 68418
Office: 402.499.5474
Email: wired@wiredne.com

Proposal

Proposal For: PBA

Today's Date: Oct. 6, 2023

Job Location: PBA

Job Description: Company Switch Move

We propose hereby to furnish material and labor necessary for the completion of:

1: Wired Inc. will supply labor and materials to abandon one of the loading dock Company Switches described on the scope letter and extend the system to the column inside the loading dock.

2: Wired Inc. will blank off the existing company switch making it into a junction box. We would extend a 2" EMT conduit and 3/0 cabling system to the column shown inside the dock and shown on the Prebid.

3: Wired Inc. would provide and install a ROAM 200 amp company switch as proposed in the scope letter. We have included the Roam's cut sheet. We installed these across the street for the BIG 10 Network and are located across the street from Memorial Stadium west side on the parking garage.

4: It should be noted that ROAM has a 4-6 week lead time for this product when it is ordered.

Clarifications:

1. The proposal is based on a typical 40-hour week as defined at bottom of this proposal.
2. Wired Inc. would have preferred access to Pinnacle Bank Area's onsite electric lifts during this project.

Not included in this proposal:

1. Taxes
2. Any man-lift rental fees.
3. Roof Penetrations or repair.
4. Installation or modification of the following systems: Fire Alarm, Security, Access Control, Nurse Call, Paging or Sound systems.
5. Supplying, installing or programming any variable frequency drives.
6. Engineering, design fees, drawings.
7. Arc Flash or Fault coordination calculations or updates.
8. Utility aid to construction fees.
9. Payment/ performance bond.

Work will be done at \$87.00/hr straight time on normal working hours- 7:00am to 4:30pm, 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.

Materials: Eleven Thousand Seven Hundred Eighty-Five and 82/100 Dollars: \$11,785.82

Labor: Two Thousand Seven Hundred Twenty-Eight and 32/100 Dollars: \$2,728.32

for the sum of: Fourteen Thousand Four Hundred Eighty-Seven and 14/100 Dollars: \$14,487.14

Authorized
Signature: _____


Daniel Budgett - President

Note: this proposal may be withdrawn by us if not
accepted within 30 days.

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: _____

Model Number
MTC® 7103 OES2K2

Output Disconnect Panel with Cam-Locks
3-Phase • Fused • 200A/240VAC • NEMA 3R

ROAM
®



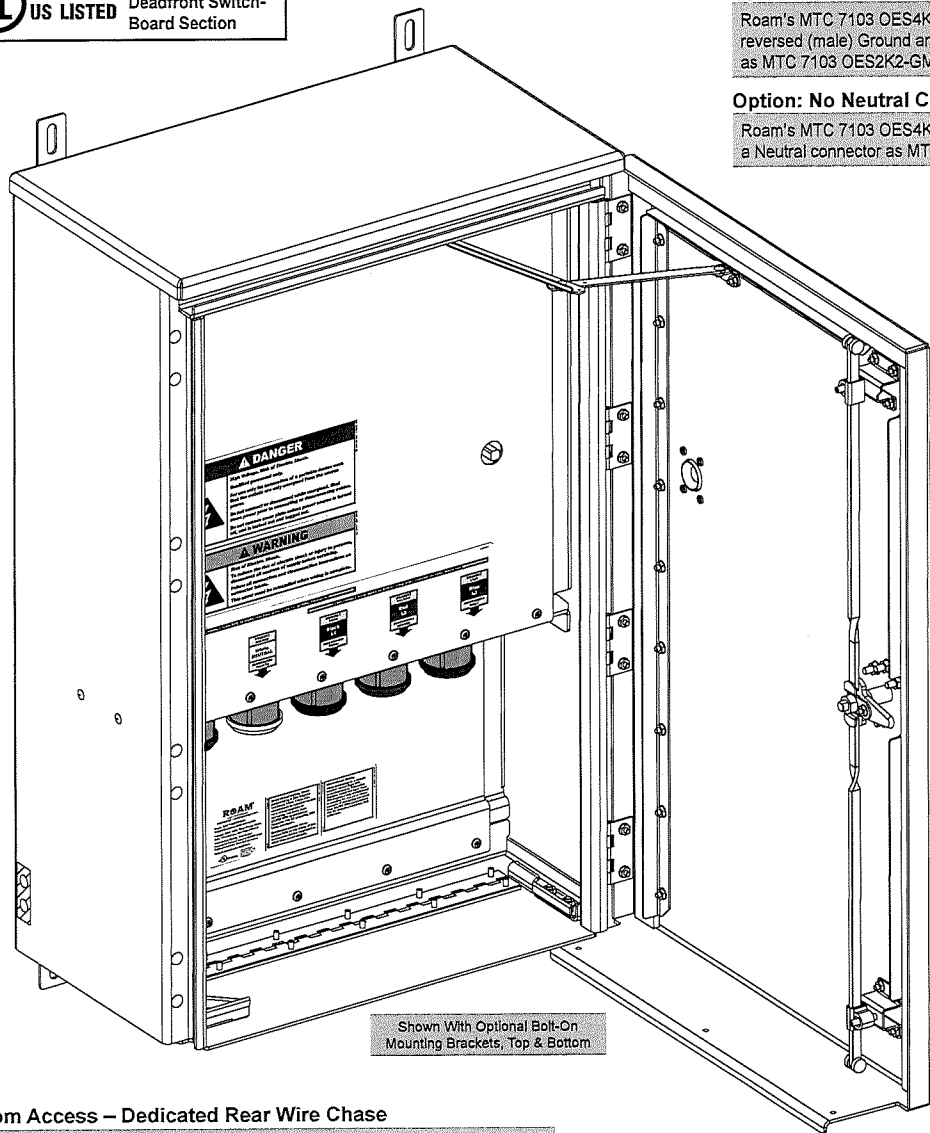
UL/cUL 891 Listed
Deadfront Switch-
Board Section

Option: Reversed Ground & Neutral

Roam's MTC 7103 OES4K2 is available with reversed (male) Ground and Neutral connectors as MTC 7103 OES2K2-GM-WM.

Option: No Neutral Connector

Roam's MTC 7103 OES4K2 is available without a Neutral connector as MTC 7103 OES2K2-NN.



Shown With Optional Bolt-On
Mounting Brackets, Top & Bottom

Bottom Access – Dedicated Rear Wire Chase

The MTC 7103 OES2K2 panel is deep enough to allow for bottom access of cables. It is built with a dedicated wire chase (wireway) in the back to allow safe cable entry (via conduit) from the bottom.

Specifications

Maximum Operating Voltage	240 VAC Line-to-Line
Nominal Frequency	60 Hertz
Phases/Configuration	Three (L1, L2, L3, Neutral, & Safety Ground)
Input/Output Current Rating	200 Amperes RMS
External Circuit Breaker Rating	200 Amperes per Pole (Max)

Short Circuit Rating: This switchboard is suitable for use on a circuit delivering not more than 22kA RMS symmetrical Amperes, 240 VAC maximum.

When protected by a Circuit Breaker of the specific manufacturer, type, and Ampere rating as marked below, this switchboard is suitable for use in circuits capable of delivering the short circuit current (RMS symmetrical Amperes) at the maximum voltage as listed below:

65 kA 240 VAC Schneider Electric QGL (200A)

Continuous current not to exceed 80% of the rating of the overcurrent device employed in other than motor circuits.

Switch Type	On-Off Three Pole, Single Throw (3PST)
Fuses	Three (L1, L2, & L3), Class J Fuse, Frame Size 6, 200A/600VAC, Blade Style
Cables – Plug Side	#2 – 2/0 Plug or 2/0 – 4/0 Plug
Cables – Wireway Side	6 AWG to 350 MCM
Conduit & Cable Limits	3.5" (max) - Top, Sides, & Rear 2.5" (max) - Bottom 350 MCM Cable (max) - Sides & Rear 300 MCM Cable (max) - Bottom 250 MCM Cable (max) - Top
Local Safety Ground Connection	Wireway: 3/8-16 Studs, 1" Centers & Mechanical Lug Connection Exterior: 3/8-16 Bolts, 1" Centers
Enclosure Rating	NEMA 3R
Access Restriction	Three-Point Latching with Stainless Steel Handle with Padlock Hasp
Dimensions:	Panel / Panel + Exterior Components
Height:	30.69" (77.95 cm) / 32.02" (81.33 cm)
Width:	20.00" (50.80 cm) / 20.08" (51.00 cm)
Depth:	11.00" (27.94 cm) / 12.82" (32.56 cm)
Weight	~78 lbs. / ~35.4 kg
Finish	Gray Powder Coat
Construction	Aluminium
Connectors	(5) 16-Series Cam-Locks Female, Double Set Screw Style
Mating Connectors (Not Included)	(5) 16-Series Cam-Locks Male (available in matching colors)
Mounting Brackets (Optional)	MHK 1134

ROAM TECHNOLOGIES PROPRIETARY INFORMATION

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888-966-7626 • toll free | 972-435-0008 • fax | sales@roamtechnologies.com

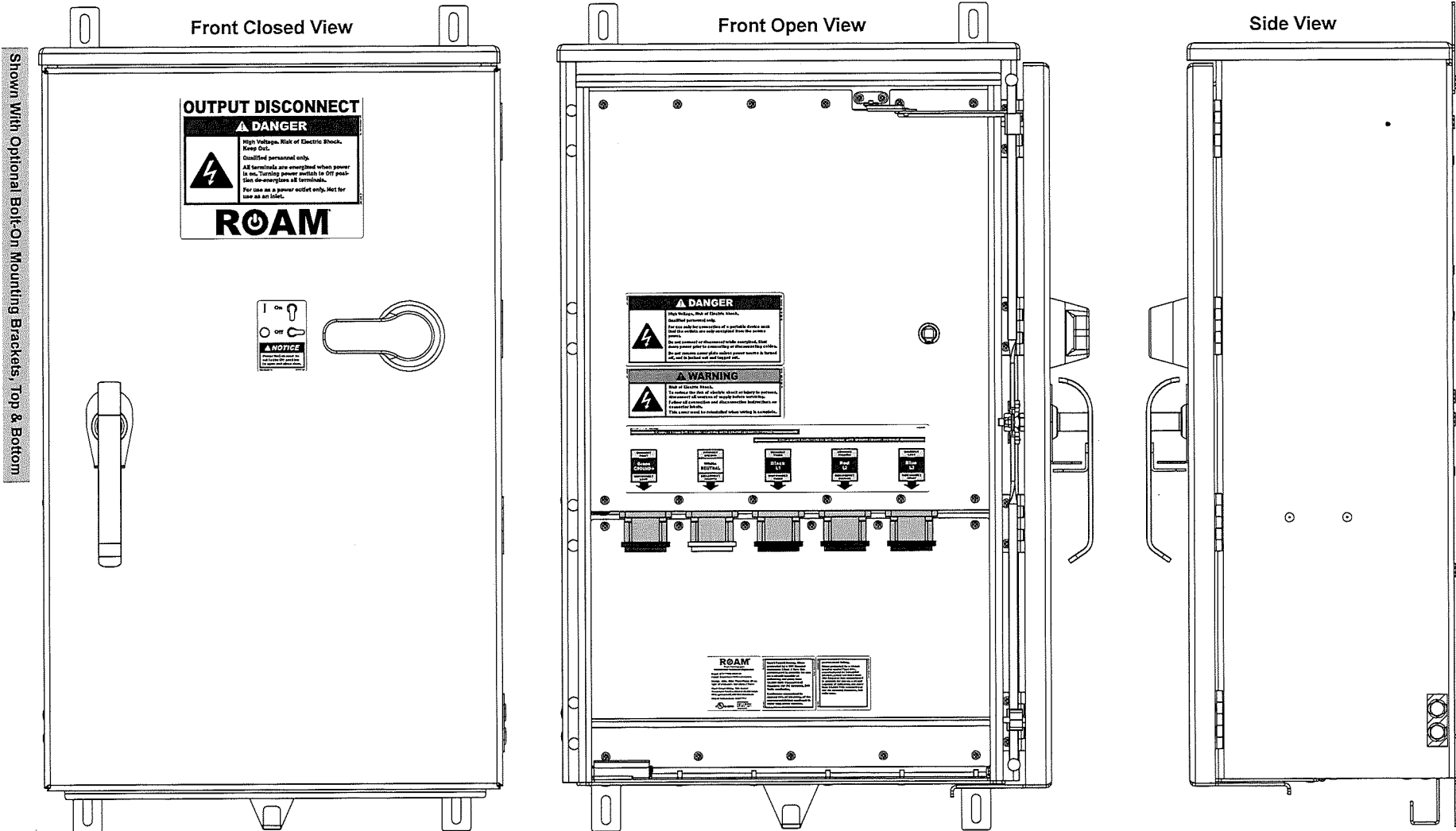
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Model Number

MTC[®] 7103 OES2K2

Output Disconnect Panel with Cam-Locks
3-Phase • Fused • 200A/240VAC • NEMA 3R

ROAM[®]



Shown With Optional Bolt-On Mounting Brackets, Top & Bottom

Three Phase Generator Panel Model Shown in Photo

Safety & Security—Cable Access Restriction

Roam's Disconnect panels incorporate a cable access restriction feature that prevents the panel door from being opened when the disconnect switch is in the "On" position. Cables can only be accessed when the switch is in the "Off" position. This design minimizes risks of power loss due to vandalism or cable theft—or liability from unauthorized, untrained people accessing high voltage power connections—while still providing quick access for authorized users.



UL/cUL 891 Listed
 Deadfront Switch-
 Board Section

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07.20.23.R0

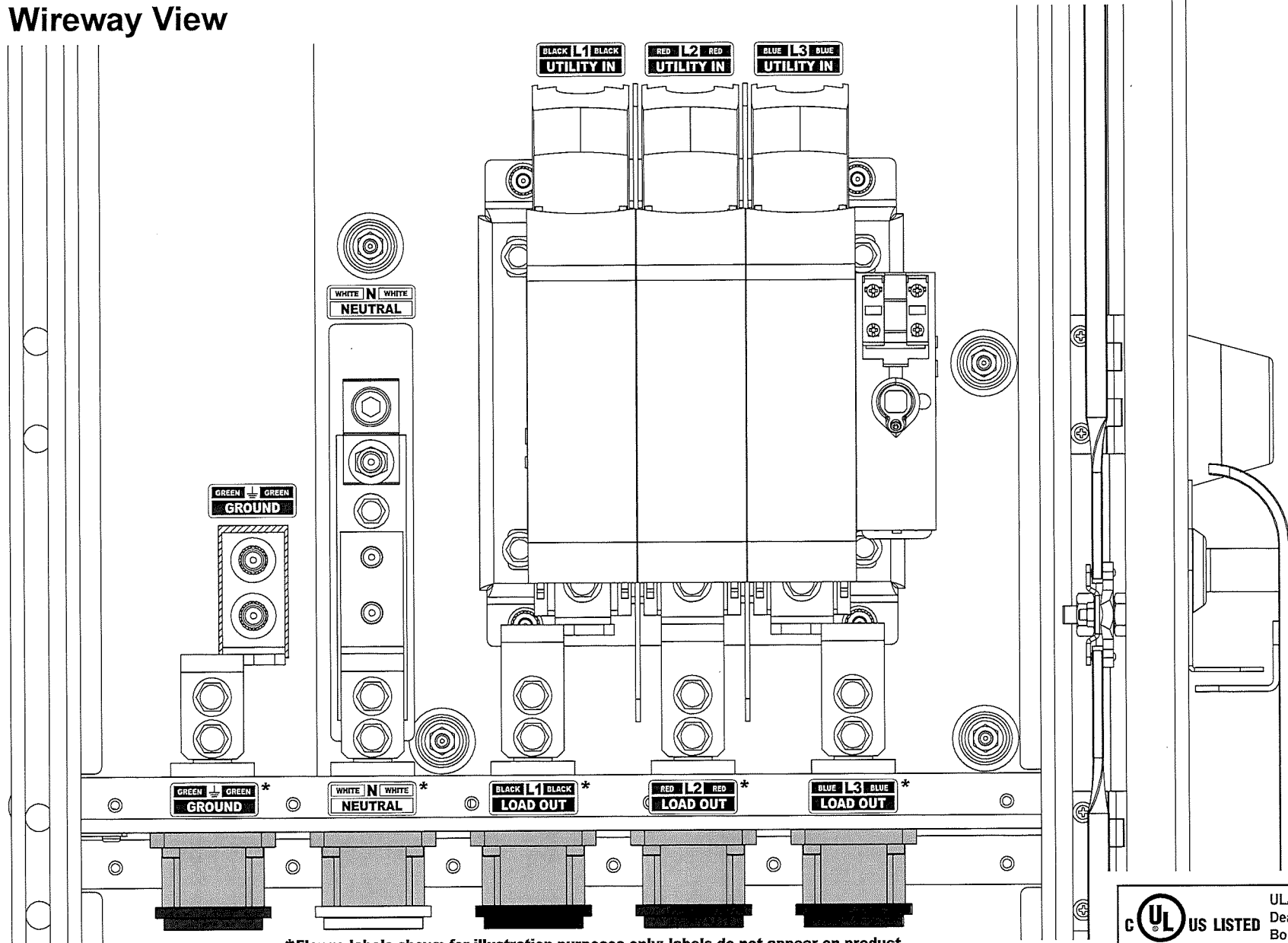
Model Number

MTC® 7103 OES2K2

Output Disconnect Panel with Cam-Locks
3-Phase • Fused • 200A/240VAC • NEMA 3R

ROAM®

Inside Wireway View



*Flange labels shown for illustration purposes only; labels do not appear on product.



UL/cUL 891 Listed
Deadfront Switch-
Board Section

ROAM TECHNOLOGIES PROPRIETARY INFORMATION

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07.20.23.R0



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2023

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 Hanover Insurance Agency 204 W. NORTH ST. P.O. BOX 336 HANOVER KS 66945		CONTACT NAME: KYLA SCHLABACH PHONE (A/C, No, Ext): (785) 337-2268 FAX (A/C, No): (785) 337-2165 E-MAIL ADDRESS: kschlabach@bluevalley.net	
INSURED WIRED INC. 1384 G RD PALMYRA NE 68418-4004		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Company INSURER B: EMCASCO Insurance Company INSURER C: MED JAMES INSURER D: INSURER E: INSURER F:	
		NAIC # 21415 21407	

COVERAGES

CERTIFICATE NUMBER: CL23101901794

REVISION NUMBER:

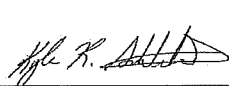
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6D52427	02/15/2023	02/15/2024	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 Empl Practices Liab Ins \$ 100,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6E52427	02/15/2023	02/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	6J52427	02/15/2023	02/15/2024	COMBINED SINGLE LIMIT (Ea occurrence) \$ 5,000,000 AGGREGATE \$ 5,000,000 PER STATUTE OTH-ER
	<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/A	Y	6H52427	02/15/2023	02/15/2024
C	Excess Liability			CSX00023375P-02	05/24/2023	05/24/2024	Each Occurrence \$5,000,000 Aggregate \$5,000,000

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 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)

03/08/2023

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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 Hanover Insurance Agency 204 W. NORTH ST. P.O. BOX 336 HANOVER KS 66945		CONTACT NAME: KYLA SCHLABACH PHONE (A/C, No, Ext): (785) 337-2268 FAX (A/C, No): (785) 337-2165 E-MAIL ADDRESS: kschlabach@bluevalley.net	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Employers Mutual Casualty Company	NAIC # 21415
		INSURER B: EMCASCO Insurance Company	21407
		INSURER C: Starstone	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL233801659 **REVISION NUMBER:**

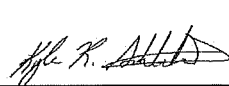
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	Y	Y	6D52427	02/15/2023	02/15/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Empl Practices Liab Ins \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	6E52427	02/15/2023	02/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			Underinsured motorist \$ 1,000,000			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			6J52427	02/15/2023	02/15/2024	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	6H52427	02/15/2023	02/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Umbrella			D8563722ALI	05/24/2022	05/24/2023	Each Occurrence \$5,000,000
							Aggregate \$5,000,000

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

City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission is listed as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln/Lancaster County Lincoln-Lancaster Co. Public Bldg Comm. 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.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

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

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "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 the 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.

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

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

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

- (1) insureds;
- (2) claims made or "suits" brought;
- (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "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.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSURED

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you 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:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, 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 services by or for you, including:

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

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

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:
 - (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization 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, hoist away 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.
 - (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

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".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- (1) The insurance afforded any vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which any 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 any 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 any 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 any 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 any 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 any vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of any 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:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as any 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.
- f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
 This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
 With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 - (1) This insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- h. 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 equipment leased to you by such person(s) or organization(s).

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

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

- i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

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

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

This insurance does not apply to:

- (1) "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.

- (2) "Bodily injury" or "property damage" occurring after:

- (a) 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
 - (b) 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.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
 - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

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

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

- 7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. Representations is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

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

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER 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.

SCHEDULE

Name of Person(s) or Organization(s)
City of Lincoln Lancaster County Lincoln-Lancaster County Public Building 555 S. 10th St. Lincoln, NE 68508
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above 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 under the Covered Autos Liability Coverage form and;

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that "insured".

This provision applies to "autos" owned by the insured and covered by this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER 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.

SCHEDULE

Name of Person(s) or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above 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 under the Covered Autos Liability Coverage form and;

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that "insured".

This provision applies to "autos" owned by the insured and covered by this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

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

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an "insured":

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional "insured" under your "auto" Policy to provide "bodily injury" or "property damage" coverage, but only with respects to liability arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance afforded to such additional "insured" will not be broader than that which you are required to provide for such additional "insured" and applies only to a written contract executed prior to the "bodily injury" or "property damage" and is still in force at the time of the "accident".
2. With respect to the insurance afforded to the additional "insured" described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage**:

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

- (1) Required by the written contract or agreement described above, or

- (2) Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations; whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured** provision:

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.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

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. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For **Hired Auto Physical Damage Coverage** any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

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

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) 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.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" that is a private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

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

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside

a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 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 Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is \$5,000, in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions 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 is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

- (1) The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of \$100,000, Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN/LEASE GAP COVERAGE

Section III – Physical Damage Coverage
Paragraph **A.4. Coverage Extensions** is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered "auto" under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of \$10,000 on the lease or loan for a covered "auto", including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy's **Physical Damage Coverage**; and
2. Any:
 - a. Overdue or any deferred lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to Personal Property Of Others in or on your covered "auto" in the event of a covered "auto" loss.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you

are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a 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.
3. We will pay only for those 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
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. 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 **Physical Damage – Transportation Expense**

Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

S. VEHICLE WRAPS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. Vehicle wraps that are damaged are covered at the lessor of replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to \$2,000.

This coverage does not apply to wear and tear.

T. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

U. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance of Section III – Physical Damage Coverage**

In the event of a total "loss" to a covered "auto" you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph 2. is replaced by the following:

2. Regardless of the number of covered "autos" damaged or stolen the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or Mischief or Vandalism; or
- b. All Perils
- c. Collision

Will be equal to two times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

W. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered "autos", no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered "auto(s)".

X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – Physical Damage D. Deductible is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any "loss" caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

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

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph **A. Loss Conditions of Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

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, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a

written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c. is replaced by the following:

This Coverage Form's **Covered Autos Liability Coverage** is primary to and will not seek contribution from any other insurance available to an "insured" under your Policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

AC. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

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

AD. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

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
555 S. 10th St.
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
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

Insurance Requirements

Submitted on	26 September 2023, 10:24AM
Receipt number	1084
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)

nweiss@pinnaclebankarena.com

LOADING DOCK POWER IMPROVEMENT 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 Power Improvement for the backstage area for Pinnacle Bank Arena requires the following:
 - 1.1.1 Furnish and install a 200amp 208v 3-phase Company switch.
 - 1.1.2 Furnish and install a 200amp 3-phase feeder from existing switch.
 - 1.1.3 Furnish and install all miscellaneous material, permits 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 Vendors shall submit bids, 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.
- 1.9 The Project Manager for this project will be Ryan Weiss, Director of

Operations, Pinnacle Bank Arena.

2. PROJECT SCOPE

- 2.1 To Furnish and install a new 200amp 208 3-phase company switch the dock 5/6 of the interior loading dock for events at Pinnacle Bank Arena.
- 2.2 Prebid meeting will be held on Monday October 2, 2023, at 1:30 p.m. at the Pinnacle Bank Arena located at 400 Pinnacle Arena Drive. Please enter on the north side of the building at the Security Entrance which is between the emergency generators.

3. COMPANY SWITCH AND ELECTRICAL NEEDS

- 3.1 The bidder's "Lump Sum" pricing in ebid must reflect providing the following:
 - 3.1.1 Furnish and install a new 200amp 208v 3-phase company switch with set of 5 color coded Cam-lock devices with ground and neutral reversed from the other connections required and 200amp fused main.
 - 3.1.2 Furnish and install a 200amp 3-phase feeder from the existing exterior company switch to the new company switch inside the building located at column line 16 in area B. (Feeder size to be 2: conduit with 4-3/0 cu conductors and 1 #6 ground)
 - 3.1.3 Core drilling exterior wall (if required)
 - 3.1.4 Furnish and install all miscellaneous materials as required for complete installation.
 - 3.1.5 Furnish all tools, testers, and equipment needed to complete the work.
 - 3.1.6 Replacement door of Panel BTP6 must be part of bid.
 - 3.1.7 Complete all necessary permits required for the project.
 - 3.1.8 The contractor can utilize the owner's lifts for feeder installation.

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.
 - 4.4.1 Project shall be completed by April 1, 2024, unless otherwise discussed between awarded contractor and owner due to scheduling conflicts of arena.

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 2023.
- 5.3 Vendors
- 5.4 must hold pricing until end of December 30th, 2023, after approval from WHJPA board.

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. Bidder 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 are not allowed to discuss this solicitation with any other employee, elected official 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. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this solicitation.
- 1.7. 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.
- 1.8. If bidding on a construction contract, the Owner's most current Standard Specifications for Municipal Construction shall apply. Here is the link: <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. ANTI-LOBBYING PROVISION

- 4.1 During the period between the solicitation release date and the contract execution, Bidders, including their agents and representatives, shall not lobby or promote their product/service with the Mayor, any member of the Owner or Owner staff except during Owner sponsored inquiries, briefings, interviews, or presentations, or unless requested by the Owner.

5. BRAND NAMES/ALTERNATES

- 5.1 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.
- 5.2 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.
- 5.3 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 5.4 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.

6. DEMONSTRATIONS/SAMPLES

- 6.1. Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owner.
- 6.2. Such demonstration can be at the Owner delivery location or a surrounding community.
- 6.3. 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.
- 6.4. 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.
- 6.5. The Owner reserves the right to request samples even though this may not have been set forth in the solicitation.
- 6.6. 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.
- 6.7. 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.

7. DELIVERY (Non-Construction)

- 7.1. The Owner reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the specified time(s).
- 7.2. 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.
- 7.3. 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.

8. WARRANTIES AND GUARANTEES

- 8.1. Manufacturer's warranties and/or guarantees and maintenance policies should be uploaded in Ebid in the Response Attachments tab.
- 8.2. Unless stated otherwise in the specifications, 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 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.

9. BID SECURITY

- 9.1. 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.
 - 9.1.1. 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.
 - 9.1.2. 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.
- 9.2. 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.
- 9.3. Such bid security will be returned to the unsuccessful Bidders when the award of the solicitation is made.
 - 9.3.1. Bid security will be returned to the successful Bidder(s) as follows:
 - 9.3.2. For purchase orders, upon the delivery of all equipment or merchandise, and upon final acceptance by the Owner.
 - 9.3.3. For all other contracts, upon approval by the Owner of the executed contract and bonds.

- 9.4. Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
- 9.4.1. A contract has been executed and bonds have been furnished.
 - 9.4.2. The specified time has elapsed so the solicitations may be withdrawn.
 - 9.4.3. All responses have been rejected.
 - 9.4.4. 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.

10. REFERENCE CHECKS

- 10.1. 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 non-responsible, not award, withdraw an award notification, or rescind the award of a contract.

11. SOLICITATION EVALUATION AND AWARD

- 11.1. 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.
- 11.2. No response shall be modified or withdrawn for a period of ninety (90) calendar days after closing date and time.
- 11.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 11.4. The solicitation will be awarded to the lowest responsible, responsive 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. If allowed, any governmental agency may piggyback on any purchase order or contract established from this solicitation.

12. EXECUTION OF AGREEMENT

- 12.1. Depending on the type of service or commodity provided, one of the following methods will be employed.
- 12.1.1. **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.
 - 12.1.2. **CONTRACT**
 - a. Owner will furnish copies of a Contract to the successful Bidder. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - b. The prepared documents should be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - c. The Owner will sign and date the Contract and prepare the appropriate documents for signature.
 - d. Upon approval and signature, the Owner will return one electronic copy to the successful Bidder.

13. INDEMNIFICATION

- 13.1. The Bidder shall indemnify and hold harmless the Owner from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owner for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owner.
- 13.2. In any and all claims against the Owner or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. LAWS

- 14.1. 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.
- 14.2. 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.
- 14.3. If there are any conflicts or inconsistencies between the Bidder's documents and the Owner's, the Owner's documents shall control.

15. TAX ASSESSMENT

- 15.1. Any solicitation for public improvement shall comply with Nebraska Revised Statute 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.

16. AFFIRMATIVE ACTION

- 16.1. The Owner provides equal opportunity for all Bidders and encourages minority businesses, women's businesses, and locally owned business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1. The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 17.2. 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.

18. INSURANCE

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

19. TAXES AND TAX EXEMPTION CERTIFICATE

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

20. AUDIT

- 20.1. 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.

21. E-VERIFY

- 21.1. 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.

Advertise 2 times
Wednesday, September 27, 2023
Wednesday, October 4, 2023

City of Lincoln/Lancaster County
Purchasing Division

NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **2:00 pm, Wednesday, October 11, 2023** for providing the following:

Loading Dock Power Improvement
Pinnacle Bank Arena
Bid No. 23-234

A Pre-bid meeting will be held Monday, October 2, 2023 at 1:30 p.m. at Pinnacle Bank Arena located at 400 Pinnacle Arena Drive. Enter on north side, Security entrance between emergency generators.

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

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

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 Brown
4 Brothers Construction, Inc. for construction of an understairs storage room at the Pinnacle Bank
5 Arena, for a total amount not to exceed \$24,041.34, pursuant to Bid No. 23-233, 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, 2024.

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
Understairs Storage Room for Pinnacle Bank Arena
Bid No. 23-233
West Haymarket Joint Public Agency
Brown Brothers Construction, Inc.

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 _____

CONTRACT DOCUMENTS

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

**Understairs Storage Room for Pinnacle Bank Arena
Bid No. 23-233**

**Brown Brothers Construction, Inc.
PO Box 30274
Lincoln, NE 68503
(402) 858-5155**

**West Haymarket Joint Public Agency
Contract Terms**

THIS CONTRACT, made and entered into by and between **Brown Brothers Construction, Inc., PO Box 30274, Lincoln, NE 68503**, hereinafter called "Contractor", and the West Haymarket Joint Public Agency, Lincoln, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "JPA".

WHEREAS, the 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:

Understairs Storage Room for Pinnacle Bank Arena, Bid No. 23-233

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

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the 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/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$24,041.34.

3. Equal Employment Opportunity: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. GUARANTEE: A performance and payment bonds 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.
6. 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.
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 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.

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 completed by April 1, 2024.
9. Assignment: Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the JPA.
10. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal\Supplier Response – Including Addendum No. 1 & 2
 3. Insurance Certificate and Endorsements
 4. Insurance Requirements
 5. Specifications
 6. Layout Map
 7. Payment and Performance Bonds
 8. Certified Statement
 9. Employee Classification Act Requirements
 10. Employee Classification Act Affidavit
 11. Instructions to Bidders
 12. Notice to Bidders
 13. Sales Tax Exemption Forms 13 & 17

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.

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

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
Understairs Storage Room for Pinnacle Bank Arena
Bid No. 23-233
West Haymarket Joint Public Agency
Brown Brothers Construction, Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:


Secretary _____ Seal

Brown Brothers Construction Inc.
Name of Corporation

311 E. Saline Ave. DeWitt NE 68341
Address

By: 
Duly Authorized Official

Treasurer
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



23-233 Addendum 2

Brown Brothers Construction, Inc

Brown Brothers Construction, Inc

Supplier Response

Event Information

Number: 23-233 Addendum 2
Title: Understairs Storage Room for Pinnacle Bank Arena
Type: Notice to Bidders
Issue Date: 9/27/2023
Deadline: 10/11/2023 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

Brown Brothers Construction, Inc Information

Contact: Jared Brown
Address: PO Box 30274
Lincoln, NE 68503
Phone: (402) 858-5155
Email: brownbrothers2@windstream.net

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

Jared Brown

Signature

Submitted at 10/11/2023 10:38:14 AM (CT)

jaredbrown1@windstream.net

Email

Response Attachments

CCF_000208.pdf

Print for Fire Marshall

CCF_000211.pdf

Bid Bond

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 the pre-bid sign-in sheet to the Bid Attachment Section.

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 a layout map of the understairs storage room to the Bid Attachment Section.
2. Note, there is a pre-bid to view the site as well. It is strongly recommended you attend to view the area. This will be the time available.

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

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

5 Draft Sample Contract

I acknowledge reading and understanding the draft sample contract.

☒ Yes

6 Specifications

I acknowledge reading and understanding the specifications.

☒ 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.

Ashle Scranton, brownbrothers2@windstream.net, 402-858-5155

8 Fire Marshal Approval Plan

A plan for the Fire Marshal to approve for the new storage room shall be attached to the Bid Response Attachment Section.

Okay

9 Bid Bond Submission

I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response. The original bond/check should be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!

I have scanned and attached my bid bond.

1 Bonds

I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.

☒ Yes

1 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

1 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

1 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](#)

☒ Yes

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

15 Tax Exempt Certification Forms

Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)

☒ Yes

Bid Lines**1 Understairs Storage Room per the specification**

Furnish and install a new doublewide door, frame, and handle assembly.

Furnish and install all necessary drywall per code needed for the new storage room.

Furnish and install all fire sprinklers needed to meet code.

Furnish and install electrical needs:

- (7) – 110v circuits with double duplex receptacles
- (1) – Lighting circuit – 110-277
- Minimum (4) lighting fixtures

Quantity: 1 UOM: Lump Sum Unit Price: Total:

Response Total: \$24,041.34

Client#: 772384

BROWNBROTH1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/06/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSPRO, a Marsh & McLennan Agency LLC, Company 4000 Pine Lake Road Lincoln, NE 68506	CONTACT NAME: Katelin D. Rood	
	PHONE (A/C, No, Ext): 402-483-4500	FAX (A/C, No): 402-483-7977
INSURED Brown Brothers Construction, Inc. 1220 N Street Suite 200 Lincoln, NE 68508	E-MAIL ADDRESS: Katelin.Rood@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Employers Mutual Casualty Company	NAIC # 21415
	INSURER B: Accident Fund Ins Co of America	10166
	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/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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6D51240	01/01/2023	01/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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 OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	6E51240	01/01/2023	01/01/2024	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 EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000	X	X	6J51240	01/01/2023	01/01/2024	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	AFWCP100032346	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Electronic Data Liability			6D51240	01/01/2023	01/01/2024	\$1,000,000

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

Excluded from Workers' Compensation: Ray Brown, Jared Brown

West Haymarket Joint Public Agency (WHJPA) is listed as additional insured on a primary & noncontributory basis including ongoing and completed operations in respects to the General Liability. West Haymarket Joint Public Agency (WHJPA) is listed as additional insured in respects to the Auto Liability & Umbrella Liability. Umbrella is follow form. Waiver of Subrogation is included in Favor of West Haymarket Joint (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

West Haymarket Joint Public Agency (WHJPA)
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

Katelin D. Rood

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DESCRIPTIONS (Continued from Page 1)

Public Agency (WHJPA) in respects to the General Liability, Auto Liability, Umbrella Liability & Workers Compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "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 the 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.

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

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

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

D. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY ESSENTIAL EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the coverage part apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

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

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

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$2,500 Each Occurrence	\$250 Per Claim
\$5,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

- (1) insureds;
- (2) claims made or "suits" brought;
- (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "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.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A – Exclusions, paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to the use of elevators.

The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **Section IV – Commercial General Liability Conditions**, paragraph **4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance.**

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years.**

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to \$3,000 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 \$350 a day because of time off from work.

H. SUBSIDIARIES AS INSURED

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, paragraph **2.a. (1) (d)** is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

J. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, paragraph **3.a.** is replaced by the following:

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

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

K. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, paragraph **6.** is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or \$300,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

L. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Condition paragraph **2.** is amended to add the following:

e. The requirement in Condition **2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual or a limited liability company;
- (2) A partner, if you are a partnership;
- (3) A member or manager, if you are a limited liability company;
- (4) An "executive officer" or insurance manager, if you are a corporation; or
- (5) A trustee, if you are a trust.

f. The requirement in Condition **2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual or a limited liability company;
- (2) A partner, if you are a partnership;
- (3) A member or manager, if you are a limited liability company;
- (4) An "executive officer" or insurance manager, if you are a corporation; or
- (5) A trustee, if you are a trust.

M. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions paragraph **6. Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

N. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

O. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UMBRELLA LIABILITY AMENDMENT – FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

This endorsement does not apply to liability arising out of the following unless coverage is provided by "underlying insurance". Coverage provided by this endorsement will not be broader than such "underlying insurance".

A. NEWLY ACQUIRED INTERESTS

In paragraph 1.c.(1) of **SECTION II – WHO IS AN INSURED**, 90th day is changed to 180th day.

B. DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

Paragraph 3. of **SECTION IV – CONDITIONS** is amended by the following provision:

1. The requirement in **Condition 3.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
 - a. You, if you are an individual or a limited liability company;
 - b. A partner, if you are a partnership;
 - c. A manager, if you are a limited liability company;
 - d. An "executive officer" or insurance manager, if you are a corporation; or
 - e. A trustee, if you are a trust.
2. The requirement in **Condition 3.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual or a limited liability company;
 - b. A partner, if you are a partnership;
 - c. A manager, if you are a limited liability company;

- d. An "executive officer" or insurance manager, if you are a corporation; or
- e. A trustee, if you are a trust.

C. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Paragraph 7. – **REPRESENTATIONS OR FRAUD OF SECTION IV – CONDITIONS** is replaced as follows:

7. REPRESENTATIONS OR FRAUD

By accepting this policy, you agree:

- a. The statements in the Application are accurate and complete;
- b. The information in "underlying insurance" is accurate and complete;
- c. Those statements are based upon representations you made to us; and
- d. We have issued this policy in reliance upon your representations.
- e. This policy may be voided in case of fraud or material misrepresentation by you.

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

POLICY NUMBER: 6D51240

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):	West Haymarket Joint Public Agency (WHJPA) 555 S. 10th Street Lincoln, NE 68508
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ESSENTIAL EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSURED

Section II - Covered Autos Liability Coverage is amended to include the following as an "insured":

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional "insured" under your "auto" Policy to provide "bodily injury" or "property damage" coverage, but only with respects to liability arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance afforded to such additional "insured" will not be broader than that which you are required to provide for such additional "insured" and applies only to a written contract executed prior to the "bodily injury" or "property damage" and is still in force at the time of the "accident".
2. The most we will pay on behalf of the additional "insured" is the amount of insurance:
 - a. Required by the written contract or agreement described above, or
 - b. Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations;
 whichever is less.

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

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

- e. Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:
 1. Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.
 2. Any organization you acquire, or form will not be considered an "insured" if:

- a. The organization is a partnership or a limited liability company; or
- b. That organization is covered under other similar insurance.
3. Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

C. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

D. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (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.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

E. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" that is a private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

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

F. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$50 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto" for which Comprehensive Coverage is provided. The deductible is waived for these services.

G. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$1,000 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 Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 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".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

H. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, and data electronic equipment signals in any one loss is \$1,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the Limits Of Insurance Provision under **Section III – Physical Damage Coverage**.

I. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions 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 is provided for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you lease, hire, rent or borrow subject to the following limit and deductible:

1. The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of Actual Cash Value, \$75,000, or Cost of Repair, minus the deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

3. Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for **Loss Of Use Expenses** of a hired "auto" to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

J. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to Personal Property Of Others that was damaged while in or on your covered "auto" at the time of a covered "auto" loss.

No deductibles apply to this coverage.

K. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a 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.
3. We will pay only for those 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:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day, subject to a \$1,500 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. 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 Physical Damage – Transportation Expense coverage extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

L. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

M. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph 2. is replaced by the following:

2. Regardless of the number of covered "autos" damaged or stolen the maximum deductible applicable for all "loss" in any one event caused by:
 - a. Theft or Mischief or Vandalism; or
 - b. All Perils
 - c. Collision

Will be equal to two times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

N. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered "autos", no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered "auto(s)".

O. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – Physical Damage D. Deductible is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any "loss" caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

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

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

- d. Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

R. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

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

S. LIBERALIZATION

Paragraph **B.3. Liberalization** is amended for this endorsement as follows:

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

POLICY NUMBER: 6E51240

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any or all persons or organizations subject to a written contract
requiring such a waiver agreement

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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

West Haymarket Joint Public Agency (WHJPA)

555 S 10th St

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 **01/01/2023** Policy No. **AF WCP 100032346 03**
Insured **BROWN BROTHERS CONSTRUCTION INC**

Endorsement No.
Premium: **\$49**

Insurance Company **ACCIDENT FUND
INSURANCE COMPANY OF
AMERICA**

Countersigned by _____



AccidentFund

Insurance Company of America

PO BOX 40790
LANSING, MI 48901-7990

Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period	
	From	To
AF WCP 100032346	01/01/2023	01/01/2024
12:01 A.M. Standard Time at the described location		

Transaction	
INFORMATION PAGE	
Policy Change - Effective: 01/01/2023	
ITEM 1.	Agent
Named Insured and Address	
BROWN BROTHERS CONSTRUCTION INC PO BOX 30274 LINCOLN, NE 68503 BROWNBROTHERS1@WINDSTREAM.NET	INSPRO, A MARSH & MCLENNAN AGENCY LLC COMPANY P.O. BOX 6847 LINCOLN, NE 68506 402-483-4500
	AF17021

ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
NE	WC 89 06 00 B	07 01	Policy Information Page Endorsement
NE	WC 00 00 01 A	05 88	Information Page - AF CW
NE	WC 00 00 00 C	01 15	Workers Compensation and Employers Liability Insurance Policy
NE	WC 00 03 08	04 84	Partners, Officers And Others Exclusion Endorsement
NE	WC 00 03 13	04 84	Waiver of Our Right to Recover from Others Endorsement
NE	WC 00 04 04	04 84	Pending Rate Change Endorsement
NE	WC 00 04 06	08 84	Premium Discount Endorsement
NE	WC 00 04 14 A	01 19	Notification Of Change In Ownership Endorsement
NE	WC 00 04 19 A	08 22	Part Five - Premium Amendatory Endorsement
NE	WC 00 04 21 F	08 22	Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement
NE	WC 00 04 22 C	01 21	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
NE	WC 00 04 24	01 17	Audit Non-Compliance Charge Endorsement
NE	WC 26 04 01 B	05 17	Nebraska Experience Rating Modification Endorsement
NE	WC 26 04 02	01 95	Nebraska Contracting Classification Premium Adjustment Endorsement
NE	WC 26 04 03	05 17	Nebraska Experience Rating Modification Factor Revision Endorsement
NE	WC 26 06 01 C	07 96	Nebraska Cancellation And Nonrenewal Endorsement
NE	WC 99 04 03	01 07	Participating Provisions Endorsement
NE	WC 99 06 50 B	07 21	Invoice Fee
NE	WC 99 06 60	05 17	Execution Clause Endorsement

INSURED COPY

Insurance Requirements

Submitted on	26 September 2023, 10:05AM
Receipt number	1083
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

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

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.
-

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

UNDERSTAIRS STORAGE ROOM 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 build a storage room underneath the south lobby escalators at Pinnacle Bank Arena requires the following:
 - 1.1.1 Furnish and install necessary equipment to build storage room.
 - 1.1.2 Furnish and install all electrical needs for the storage room.
 - 1.1.3 Furnish and install all miscellaneous material, permits 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 in order for your bid to be successfully submitted.
- 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. PROJECT SCOPE

- 2.1 To Furnish and install all necessary equipment to build a new storage room underneath the escalator at Pinnacle Bank Arena.
- 2.2 **A pre-bid meeting will be held on Monday October 2 at 2:30 p.m. at the Pinnacle Bank Arena located at 400 Pinnacle Arena Drive. Please enter on the north side of the building at the Security Entrance which is between the emergency generators.**

3. UNDERSTAIR STORAGE ROOM NEEDS

- 3.1 The bidder's "Lump Sum" pricing in ebid must reflect providing the following:
 - 3.1.1 Furnish and install a new doublewide door, frame, and handle assembly.
 - 3.1.2 Furnish and install all necessary drywall per code needed for the new storage room.
 - 3.1.3 Furnish and install all fire sprinklers needed to meet code.
 - 3.1.4 Furnish and install electrical needs:
 - (7) – 110v circuits with double duplex receptacles
 - (1) – Lighting circuit – 110-277
 - Minimum (4) lighting fixtures
 - 3.1.5 Provide a plan for fire marshal approval for the new storage room.
 - 3.1.6 Flooring transition between terrazzo and concrete.
 - 3.1.7 Complete all necessary permits required for the project.
 - 3.1.8 The contractor can utilize the owner's lifts for installation.

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.
- 4.5 Project completion is by April 1, 2024.

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 Awarded vendor will be given an approved contract after the WHJPA board meets in December 2023.
- 5.3 The vendor must hold pricing until end of December 30th, 2023, after approval from WHJPA board.
 - 5.3.1 Ability to meet the April 1, 2024, completion date.

Brown Brothers Construction Inc.

400 Pinnacle arena Drive

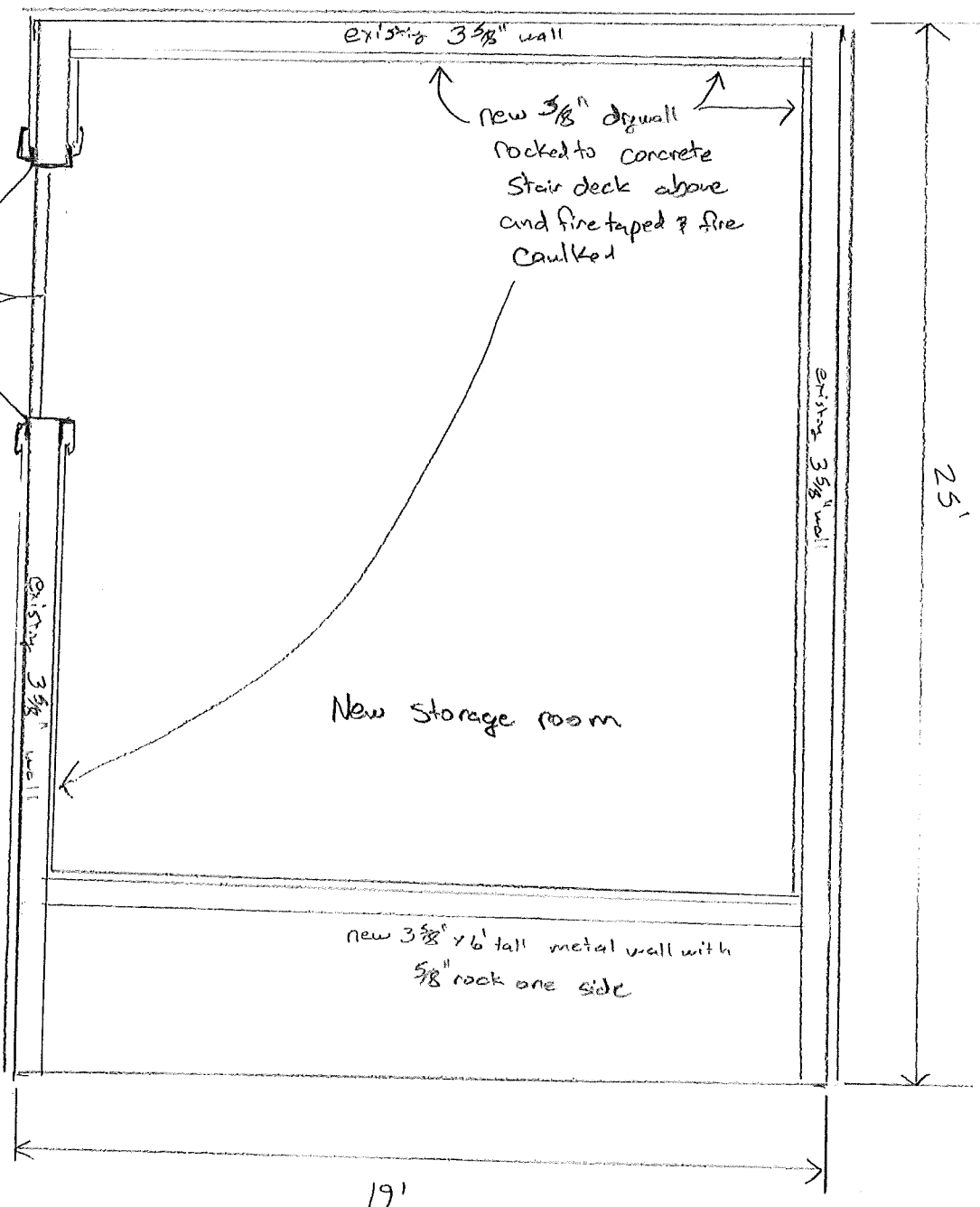
Under stair Storage room

Unrated exit stairs

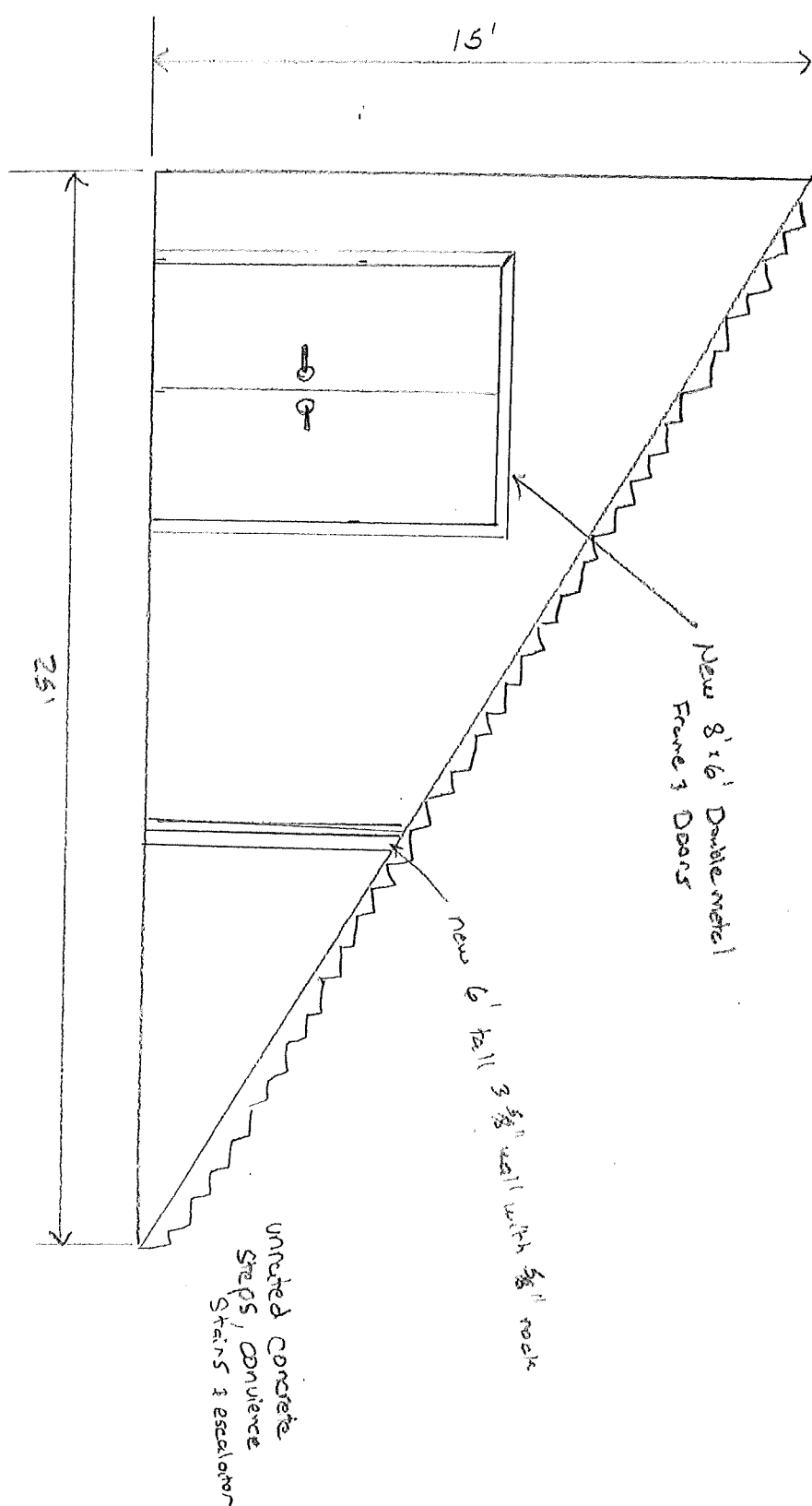
Jared Brown



New 8' x 6' Double metal
Frame 3 metal doors
installed in wall
BB hinges, lever handle
lock set



Brown Brothers Construction Inc.
400 Pinnacle Arena Drive
Under stairs Storage room
unrated exit stairs
T Jared Brown



CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

Brown Brothers Construction, Inc.
PO Box 30274
Lincoln, NE 68503

SURETY (Name and Principal
Place of Business):

Old Republic Surety Company
445 S. Moorland Rd, Ste 200
Brookfield, WI 53005

Owner (Name and Address):

Lancaster County
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date: **10-25-23**
Amount: \$24,041.34

Description (Name and Location):

**For all labor, material, and equipment necessary for Understairs Storage Room for Pinnacle Bank Arena,
Bid No. 23-233**

BOND

Date: **10-25-23**
Amount: \$24,041.34
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)


Brown Brothers Construction, Inc.
PO Box 30274
Lincoln, NE 68503

SURETY

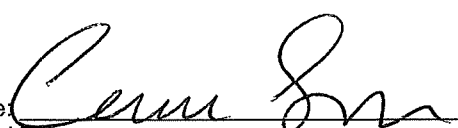
Company: (Corp. Seal)

Old Republic Surety Company
445 S. Moorland Rd, Ste 200
Brookfield, WI 53005

Signature:

Name and Title: 
Ray Brown Treasurer

Signature:

Name and Title: 
Connor Lemon Attorney-in-Fact

EJCDC NO. 1910-28a (1984 Edition)

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

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

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

Brown Brothers Construction, Inc.
PO Box 30274
Lincoln, NE 68503

SURETY (Name and Principal Place
Of Business):

Old Republic Surety Company
445 S. Moorland Rd, Ste 200
Brookfield, WI 53005

Owner (Name and Address):

Lancaster County
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: \$24,041.34

Description (Name and Location):

**For all labor, material, and equipment necessary for Understairs Storage Room for Pinnacle Bank Arena,
Bid No. 23-233**

BOND

Date:

Amount: \$24,041.34

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL


Company: (Corp. Seal)

Brown Brothers Construction, Inc.
PO Box 30274
Lincoln, NE 68503

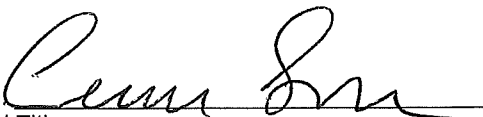
SURETY

Company: (Corp. Seal)

Old Republic Surety Company
445 S. Moorland Rd, Ste 200
Brookfield, WI 53005

Signature: 

Name and Title: *Ray Brown Treasurer*

Signature: 

Name and Title: Connor Lemon Attorney-in-Fact

EJCDC NO. 1910-28B (1984 Edition)

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

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the

Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.

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

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: KATE R. GREENWALD, LUCAS SIEL, CONNOR LEMON, JEFFREY S. JORGENSEN, CHRISTINE L. GRELL, QUENTIN CHRISTENSEN, JEFFREY KEHR, TIMOTHY LAUDENBACK, JARED WILLS, CORI MAE BEAMAN, GARY JOSEPH MEYERS, ALLYSON PERRY

RANDALL L. EIKMEIER, JASON FOMENKO, DAVID A. STEINKRAUS of LINCOLN, NE
its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

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

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

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 29th day of December, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 29th day of December, 2022, personally came before me, Alan Pavlic
and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

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

40-0594



Signed and sealed at the City of Brookfield, WI this 25 day of October, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

INSURO A MARSH McLENNAN AGENCY

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

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

Pursuant to Neb. Rev. Stat. § 77-1323, I, Ray Brown, do hereby certify that all equipment to be used on Bid No. 23-233, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

DATED this 30 day of October, 2023.

By: [Signature]
Title: Treasurer

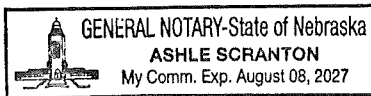
STATE OF NEBRASKA

COUNTY OF Lancaster

)
)ss.
)

On October 30, 2023, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came [Signature], to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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



Notary Public

(S E A L)

LANCASTER COUNTY

Employee Classification Act Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

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

I, Ray Brown, herein below known as the Contractor, state under oath and swear as follows.

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

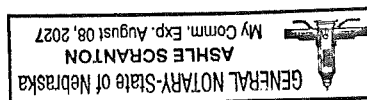
I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

PRINT NAME: Raymond A. Brown
(First, Middle, Last)

SIGNATURE: [Signature]

TITLE: Treasurer

State of Nebraska)
) ss.
County of Lancaster)



This affidavit was signed and sworn to before me, the undersigned Notary Public, on this
30 day of October, 2023.

[Signature]
Notary Public

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. Bidder 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 are not allowed to discuss this solicitation with any other employee, elected official 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. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this solicitation.
- 1.7. 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.
- 1.8. If bidding on a construction contract, the Owner's most current Standard Specifications for Municipal Construction shall apply. Here is the link: <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. ANTI-LOBBYING PROVISION

- 4.1 During the period between the solicitation release date and the contract execution, Bidders, including their agents and representatives, shall not lobby or promote their product/service with the Mayor, any member of the Owner or Owner staff except during Owner sponsored inquiries, briefings, interviews, or presentations, or unless requested by the Owner.

5. BRAND NAMES/ALTERNATES

- 5.1 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.
- 5.2 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.
- 5.3 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 5.4 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.

6. DEMONSTRATIONS/SAMPLES

- 6.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owner.
- 6.2 Such demonstration can be at the Owner delivery location or a surrounding community.
- 6.3 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.
- 6.4 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.
- 6.5 The Owner reserves the right to request samples even though this may not have been set forth in the solicitation.
- 6.6 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.
- 6.7 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.

7. DELIVERY (Non-Construction)

- 7.1 The Owner reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the specified time(s).
- 7.2 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.
- 7.3 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.

8. WARRANTIES AND GUARANTEES

- 8.1 Manufacturer's warranties and/or guarantees and maintenance policies should be uploaded in Ebid in the Response Attachments tab.
- 8.2 Unless stated otherwise in the specifications, 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 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.

9. BID SECURITY

- 9.1 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.
 - 9.1.1 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.
 - 9.1.2 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.
- 9.2 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.
- 9.3 Such bid security will be returned to the unsuccessful Bidders when the award of the solicitation is made.
 - 9.3.1 Bid security will be returned to the successful Bidder(s) as follows:
 - 9.3.2 For purchase orders, upon the delivery of all equipment or merchandise, and upon final acceptance by the Owner.
 - 9.3.3 For all other contracts, upon approval by the Owner of the executed contract and bonds.

- 9.4. Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
- 9.4.1. A contract has been executed and bonds have been furnished.
 - 9.4.2. The specified time has elapsed so the solicitations may be withdrawn.
 - 9.4.3. All responses have been rejected.
 - 9.4.4. 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.

10. REFERENCE CHECKS

- 10.1. 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 non-responsible, not award, withdraw an award notification, or rescind the award of a contract.

11. SOLICITATION EVALUATION AND AWARD

- 11.1. 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.
- 11.2. No response shall be modified or withdrawn for a period of ninety (90) calendar days after closing date and time.
- 11.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 11.4. The solicitation will be awarded to the lowest responsible, responsive 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. If allowed, any governmental agency may piggyback on any purchase order or contract established from this solicitation.

12. EXECUTION OF AGREEMENT

- 12.1. Depending on the type of service or commodity provided, one of the following methods will be employed.
- 12.1.1. **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.
 - 12.1.2. **CONTRACT**
 - a. Owner will furnish copies of a Contract to the successful Bidder. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - b. The prepared documents should be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - c. The Owner will sign and date the Contract and prepare the appropriate documents for signature.
 - d. Upon approval and signature, the Owner will return one electronic copy to the successful Bidder.

13. INDEMNIFICATION

- 13.1. The Bidder shall indemnify and hold harmless the Owner from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owner for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owner.
- 13.2. In any and all claims against the Owner or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. LAWS

- 14.1. 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.
- 14.2. 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.
- 14.3. If there are any conflicts or inconsistencies between the Bidder's documents and the Owner's, the Owner's documents shall control.

15. TAX ASSESSMENT

- 15.1. Any solicitation for public improvement shall comply with Nebraska Revised Statute 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.

16. AFFIRMATIVE ACTION

- 16.1. The Owner provides equal opportunity for all Bidders and encourages minority businesses, women's businesses, and locally owned business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1. The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 17.2. 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.

18. INSURANCE

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

19. TAXES AND TAX EXEMPTION CERTIFICATE

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

20. AUDIT

- 20.1. 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.

21. E-VERIFY

- 21.1. 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.

Advertise 2 times
Wednesday, September 27, 2023
Wednesday, October 4, 2023

City of Lincoln/Lancaster County
Purchasing Division

NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **2:00 pm, Wednesday, October 11, 2023** for providing the following:

Understairs Storage Room
Pinnacle Bank Arena
Bid No. 23-233

A Pre-bid meeting will be held Monday, October 2, 2023 at 2:30 p.m. at Pinnacle Bank Arena located at 400 Pinnacle Arena Drive. Enter on north side, Security entrance between emergency generators.

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

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

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 Neon Sign Company dba Nebraska Sign Company for a marquee sign backstage at the Pinnacle
5 Bank Arena, for a total amount not to exceed \$10,951.43, pursuant to Bid No. 23-235, is hereby
6 approved and the Chairperson of the West Haymarket Joint Public Agency Board of
7 Representatives is hereby authorized to execute said Contract.

Adopted this _____ day of January, 2024.

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

Marquee Sign – Pinnacle Bank Arena

Bid No. 23-235

West Haymarket Joint Public Agency

Nebraska Neon Sign Company dba Nebraska Sign Company

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 _____

CONTRACT DOCUMENTS

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

**Marquee Sign – Pinnacle Bank Arena
Bid No. 23-235**

**Nebraska Neon Sign Company dba Nebraska Sign Company
1140 North 21st Street
Lincoln, NE 68503
(402) 476-6563**

**West Haymarket Joint Public Agency
Contract Terms**

THIS CONTRACT, made and entered into by and between **Nebraska Neon Sign Company dba Nebraska Sign Company, 1140 North 21st Street, Lincoln, NE 68503**, hereinafter called "Contractor", and the West Haymarket Joint Public Agency, Lincoln, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "JPA".

WHEREAS, the 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:

Marquee Sign – Pinnacle Bank Arena, Bid No. 23-235

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

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the 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/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$10,951.43, including supply and installation.

3. Equal Employment Opportunity: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination: This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The 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. Period of Performance: The work included in this Contract shall begin as soon as possible from date of executed contract. The project shall be completed by April 1, 2024, unless otherwise discussed between awarded contractor and owner. The JPA reserves the right to extend the contract beyond the renewal term upon written approval by both parties.
8. Assignment: Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the JPA.
9. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal\Supplier Response
 3. Insurance Certificate and Endorsements
 4. Insurance Requirements
 5. Specifications
 6. Backstage Signage Mock-up
 7. Instructions to Bidders
 8. Notice to Bidders
 9. 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.

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

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

Marquee Sign – Pinnacle Bank Arena

Bid No. 23-235

West Haymarket Joint Public Agency

Nebraska Neon Sign Company dba Nebraska Sign Company

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Danielle Sheblon Seal
Secretary

Nebraska Neon Sign Co. dba Nebraska Sign
Name of Corporation

1140 N 21st Street, LINCOLN NE 68503
Address

By: [Signature]
Duly Authorized Official

PRESIDENT
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature



23-235

Nebraska Sign Company

Nebraska Neon Sign Company

Supplier Response

Event Information

Number: 23-235
Title: Marquee Sign - Pinnacle Bank Arena
Type: Notice to Bidders
Issue Date: 9/29/2023
Deadline: 10/18/2023 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

Nebraska Sign Company Information

Address: 1140 North 21st Street
Lincoln, NE 68503
Phone: (402) 476-6563
Fax: (402) 476-3461

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

Nolan Graham

Signature

Submitted at 10/13/2023 11:27:38 AM (CT)

nolan@nebraskasign.com

Email

Supplier Note

Please see attachments for Nebraska Sign's bid for the chasing light marquee sign project. We included our initial shop drawings that were done during discussions with Ryan Weis at the conception of this project, but can be updated if the vision has changed since those early times. On top of the vast amount of work we've done directly through City of Lincoln at PBA, we've also completed almost all of the projects spearheaded by Marc Boehm of Learfield/PBA Sports Properties. Both Ryan and Marc would be able to speak highly to the quality of work that Nebraska Sign has completed at Pinnacle Bank Arena. Thank you for the opportunity to bid this project and we look forward to future successful partnerships as PBA continues to evolve.

Response Attachments

CoL_PinnacleMarquee.PROP.18711.pdf

NE Sign proposal for chasing light marquee sign

PBA_Welcome-Marquee_DC10315.pdf

Previously completed and shared rendering of sign up for bid

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	Specifications I acknowledge reading and understanding the specifications. <input checked="" type="checkbox"/> Yes
5	Drawings I acknowledge reading and understanding the Project Drawings. <input checked="" type="checkbox"/> Yes
6	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;">Nolan Graham, nolan@nebraskasign.com, 402-617-6700</div>
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. <input checked="" type="checkbox"/> Yes
8	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
9	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
10	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. Number of days to complete the sign? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">75</div>
11	Design Approval Design proof approval required prior to production. <input checked="" type="checkbox"/> Yes
12	References I have attached my References on Company letterhead to the Response Attachment section of this bid. References of projects done of similar size and style within the last five years. <input checked="" type="checkbox"/> Yes

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

Marquee Sign

Includes: Changeable letting on the lower half of the sign
 Delivery and Installation

Quantity: 1 UOM: EA Unit Price: \$10,951.43 Total: \$10,951.43

Item Notes: Sign: 6' Wide x 4.333' High
 Thickness of sign: 6"
 Lights: LED
 On/Off Switch
 Power: Either 277 or 120.
 See specifications

Response Total: \$10,951.43

23-235

Client#: 773207

NEBRANEON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSPRO, a Marsh & McLennan Agency LLC, Company 4000 Pine Lake Road Lincoln, NE 68506	CONTACT NAME: Courtney Hessig PHONE (A/C, No, Ext): 402-484-3978 E-MAIL ADDRESS: Courtney.Hessig@MarshMMA.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Nebraska Neon Sign Co. Nebraska Sign Co. 1140 North 21st Street Lincoln, NE 68503	INSURER A: Acuity Insurance	
	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.

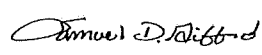
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	ZS5780	10/01/2023	10/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	ZS5780	10/01/2023	10/01/2024	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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$0			ZS5780	10/01/2023	10/01/2024	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	ZS5780	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

WHJPA City of Lincoln/Lancaster County/Lincoln-Lancaster County Public Building are listed as additional insured on a primary & noncontributory basis including ongoing operations with respects to the General Liability. WHJPA City of Lincoln/Lancaster County/Lincoln-Lancaster County Public Building are listed as additional insured on a primary & noncontributory basis with respects to the Auto Liability. Waiver of subrogation in favor of WHJPA City of Lincoln/Lancaster County/Lincoln-Lancaster County Public Building is included in respects to the General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

WHJPA City of Lincoln Lancaster County Lincoln-Lancaster County Public Bldg Comm 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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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

CG-2033R(6-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

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

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

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

This insurance does not apply to:

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

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

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

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

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

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

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

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

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

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CG-2001R(4-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS
WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS,
LESSEES OR CONTRACTORS)**

CG-7277(6-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS-COMPLETED OPERATIONS LIABILITY COV-
ERAGE FORM

1. Section II - Who Is An Insured is amended to include as an additional insured:

- a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and
- b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. This insurance does not apply to:
 - a. *Bodily injury* or *property damage* which occurs prior to the execution of the contract or agreement described in item 1; or

- b. *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

- c. *Bodily injury* or *property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional services by or for you.

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

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

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

ACUITY ENHANCEMENTS - GENERAL LIABILITY

CG-7301(12-19)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Extended Non-Owned Watercraft

Exclusion g Exception (2)(a) of Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

(a) Less than 51 feet long; and

B. Increased Bail Bond Amount

The limit shown in paragraph 1b of Supplementary Payments - Coverages A and B is increased to \$1,000.

C. Increased Reasonable Expenses Incurred by the Insured

The limit shown in paragraph 1d of Supplementary Payments - Coverages A and B is increased to \$350.

D. Newly Acquired Organizations

Item 3a of Section II - Who Is An Insured is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

E. Tenants Legal Liability

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion under Section I - Coverages do not apply to *property damage* (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 8 or more consecutive days.

The most we will pay under this coverage for damages because of *property damage* to any one premises is \$10,000. A \$250 deductible applies.

F. Knowledge of Claim or Suit

The following is added to paragraph 2, Duties in the Event of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

Knowledge of an *occurrence*, claim or *suit* by your agent, servant or *employee* shall not in itself constitute knowledge of the Named Insured unless an officer of the Named Insured has received such notice from the agent, servant or *employee*.

G. Unintentional Failure to Disclose Hazard

The following is added to the Representations Condition under Section IV - Commercial General Liability Conditions:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we

will not reject coverage under this policy based solely on such failure.

H. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition under Section IV - Commercial General Liability Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*.

The waiver applies only to:

1. Any person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the *occurrence* causing injury or damage; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph 1 above.

I. Liberalization

The following is added to Section IV - Commercial General Liability Conditions:

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

J. Broadened Bodily Injury

The Definition of *Bodily Injury* is amended to include mental anguish.

K. Electronic Data Liability

1. Exclusion 2q of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

2. Exclusions

This insurance does not apply to:

- q. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial

information, credit card information, health information or any other type of nonpublic information; or

- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate *electronic data* that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in paragraph (1) or (2) above.

However, unless paragraph (1) above applies, this exclusion does not apply to damages because of *bodily injury*.

2. The following paragraph is added to Section III - Limits of Insurance:

Subject to paragraph 5 above, \$10,000 is the most we will pay under Coverage A for *property damage* because of all loss of *electronic data* arising out of any one *occurrence*.

3. The following definition is added to Section V - Definitions:

"*Electronic data*" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and application software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. For the purposes of this coverage, the definition of "*property damage*" in Section V - Definitions is replaced by the following:

"*Property damage*" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the *occurrence* that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate *electronic data*, resulting from physical injury to tangible property. All such loss of *electronic data*

shall be deemed to occur at the time of the *occurrence* that caused it.

For the purposes of this coverage, *electronic data* is not tangible property.

L. Employee Benefits Liability Coverage

1. The following is added to Section I - Coverages:

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this coverage applies. We will have the right and duty to defend the insured against any *suit* seeking those damages. However, we will have no duty to defend the insured against any *suit* seeking damages to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any *claim* or *suit* that may result. But:

- (1) The amount we will pay for damages is limited as described in paragraph 5 of this coverage; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This coverage applies to damages only if:

- (1) The act, error or omission, is negligently committed in the *administration* of your *employee benefit program*;
- (2) The act, error or omission, did not take place before the original inception date of this coverage nor after the end of the policy period; and
- (3) A *claim* for damages, because of an act, error or omission, is first made against any insured, in accordance with paragraph c below, during the policy period or an Extended Reporting Period we provide under paragraph 6 of this coverage.

- c. A *claim* seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such *claim* is

received and recorded by any insured or by us, whichever comes first; or

- (2) When we make settlement in accordance with paragraph a above.

A *claim* received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All *claims* for damages made by an *employee* because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such *employee's* dependents and beneficiaries, will be deemed to have been made at the time the first of those *claims* is made against any insured.

Exclusions

This coverage does not apply to:

- a. **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- b. **Bodily Injury, Property Damage, Or Personal And Advertising Injury**

Bodily injury, property damage or personal and advertising injury.

- c. **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

- d. **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the *employee benefit program*.

- e. **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any *claim* based upon:

- (1) Failure of any investment to perform;
(2) Errors in providing information on past performance of investment vehicles; or
(3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the *employee benefit program*.

- f. **Workers' Compensation And Similar Laws**

Any *claim* arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

- g. **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

- h. **Available Benefits**

Any *claim* for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

- i. **Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

- j. **Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

2. For the purposes of the coverage provided:

- a. All references to Supplementary Payments - Coverages A and B are replaced by Supplementary Payments - Coverages A, B and Employee Benefits Liability.

- b. Paragraphs 1b and 2 of the Supplementary Payments provision do not apply.

3. For the purposes of the coverage provided, paragraphs 2 and 3 of Section II - Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:

- a. Each of your *employees* who is or was authorized to administer your *employee benefit program*.
b. Any persons, organizations or *employees* having proper temporary authorization to administer your *employee benefit program* if you die, but only until your legal representative is appointed.
c. Your legal representative if you die, but only with respect to duties as

such. That representative will have all your rights and duties under this coverage.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
4. For the purposes of the coverage provided, Section III - Limits Of Insurance is replaced by the following:

Limits Of Insurance

- a. The Limits of Insurance shown in d below and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) *Claims* made or *suits* brought;
 - (3) Persons or organizations making *claims* or bringing *suits*;
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your *employee benefit program*.
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the *administration* of your *employee benefit program*.
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one *employee*, including damages sustained by such *employee's* dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions negligently committed in the *administration* of your *employee benefit program*.

However, the amount paid under this coverage shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any

plan included in the *employee benefit program*.

d. Limits of Insurance

Each Employee Limit: \$250,000

Aggregate Limit: \$250,000

The Limits of Insurance of this coverage 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 of the policy to which this coverage is attached, 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 purposes of determining the Limits Of Insurance.

Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in e below as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
 - b. The deductible amount stated in e below applies to all damages sustained by any one *employee*, including such *employee's* dependents and beneficiaries, because of all acts, errors or omissions to which this coverage applies.
 - c. The terms of this coverage, including those with respect to:
 - (1) Our right and duty to defend any *suits* seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or *claim*apply irrespective of the application of the deductible amount.
 - d. We may pay any part or all of the deductible amount to effect settlement of any *claim* or *suit* and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
 - e. Deductible
Each Employee Deductible: \$1,000
5. For the purposes of the coverage provided, Conditions 2 and 4 of Section IV - Conditions are replaced by the following:
 2. **Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a *claim*. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a *claim* is made or *suit* is brought against any insured, you must:

- (1) Immediately record the specifics of the *claim* or *suit* and the date received; and
- (2) Notify us as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the *claim* or *suit*;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the *claim* or defense against the *suit*; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this coverage may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

- e. The requirements to notify us can be satisfied by notifying our agent. Notice can be by any means of communication.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this coverage, our obligations are limited as follows:

a. Primary Insurance

This coverage is primary except when paragraph b below applies. If this coverage 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 paragraph c below.

b. Excess Insurance

- (1) This coverage is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and that applies to an act, error or omission on other than a claims-made basis, if the other insurance has a policy period which continues after the original inception date of this coverage.

- (2) When this coverage is excess, we will have no duty 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 coverage is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this coverage; and the total of all deductible and self-insured amounts under all that other insurance.

- (4) 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 paragraph 5d of this coverage.

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 Limits of Insurance to the total applicable Limits of Insurance of all insurers.

6. For the purposes of the coverage provided, the following Extended Reporting Period provisions are added, or, if this coverage is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

- a. You will have the right to purchase an Extended Reporting Period, as described below, if:

- (1) This coverage is canceled or not renewed; or
- (2) We renew or replace this coverage with insurance that:
 - (a) Has an inception date later than the original inception date of this coverage; or
 - (b) Does not apply to an act, error or omission on a claims-made basis.

- b. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to *claims* for acts, errors or omissions that were first committed before the end of the policy period but not before the original inception date of this coverage. Once in effect, the Extended Reporting Period may not be canceled.

- c. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- (1) The *employee benefit programs* insured;
- (2) Previous types and amounts of insurance;
- (3) Limits of insurance available under this coverage for future payment of damages; and

- (4) Other related factors.

The additional premium will not exceed \$100.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the coverage afforded for *claims* first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

- d. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in paragraph 5d of this coverage under Limits of Insurance.

Paragraph 5b of this coverage will be amended accordingly. The Each Employee Limit shown in paragraph 5d will then continue to apply as set forth in paragraph 5c.

7. For the purposes of the coverage provided, the following definitions are added to the Definitions Section:

- a. "*Administration*" means:

- (1) Providing information to *employees*, including their dependents and beneficiaries, with respect to eligibility for or scope of *employee benefit programs*;
- (2) Handling records in connection with the *employee benefit program*; or
- (3) Effecting, continuing or terminating any *employee's* participation in any benefit included in the *employee benefit program*.

However, *administration* does not include handling payroll deductions.

- b. "*Cafeteria plans*" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

- c. "*Claim*" means any demand, or *suit*, made by an *employee* or an *employee's* dependents and beneficiaries, for damages as the result of an act, error or omission.

d. "Employee benefit program" means a program providing some or all of the following benefits to *employees*, whether provided through a *cafeteria plan* or otherwise:

- (1) Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an *employee* may subscribe to such benefits and such benefits are made generally available to those *employees* who satisfy the plan's eligibility requirements;
- (2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an *employee* may subscribe to such benefits and such benefits are made generally available to all *employees* who are eligible under the plan for such benefits;
- (3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- (4) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- (5) Any other similar benefits added thereto by endorsement.

8. For the purposes of the coverage provided, the following Definitions in the Definitions Section are replaced by the following:

- a. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. *Employee* includes a *leased worker*. *Employee* does not include a *temporary worker*.
- b. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. *Suit* includes:
 - (1) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which

the insured submits with our consent.

M. Voluntary Property Damage

1. With respect to the insurance provided under this coverage, paragraph 2 Exclusions of Coverage A - Bodily Injury and Property Damage Liability under Section I - Coverages is modified as followed:

a. Exclusion 2j(4) is replaced by the following:

(4) Personal property of others:

- (a) Held by the insured for servicing, repair, storage or sale at premises owned, occupied or rented to the insured.
- (b) Caused by the ownership, maintenance, use, loading or unloading of any auto, watercraft or transportation of property by any means.

b. Exclusion 2j(5) is deleted.

2. The insurance provided by this coverage is subject to the following provisions:

a. We will pay for *property damage* at your request even if you are not legally liable, if it is otherwise subject to this coverage.

b. *Property damage* does not include loss of use if personal property of others is not physically injured.

c. Limits

The most we will pay for an *occurrence* under this coverage is \$2,500.

The most we will pay for the sum of all amounts paid under this coverage is an aggregate of \$2,500.

The General Aggregate Limit and Each Occurrence Limit under Section III - Limits of Insurance do not apply to the insurance provided under this coverage.

d. Settlement

If you make any repairs to damaged property, at our request, we will pay the larger of your actual cost or 75% of your usual charge for the necessary labor and materials. Any property paid for or replaced by us may become our property at our option. Any payment made under this coverage shall not be interpreted as an admission of liability by the insured or the company.

e. Deductible

Our obligation to pay for a covered loss applies only to the amount of loss in

excess of \$200.

f. Other Insurance

The insurance provided by this coverage is excess over any other insurance carried by the insured which applies to a loss covered by this coverage.

N. Increased Limits of Insurance

1. The General Aggregate Limit is increased to three times the Each Occurrence Limit.

2. The Products-Completed Operations Aggregate Limit is increased to three times the Each Occurrence Limit.

3. The Damage To Premises Rented To You Limit is increased to \$250,000.

4. The Medical Expense Limit is increased to \$10,000.

The Limits of Insurance shown here do not replace and are not in addition to the Limits of Insurance shown in the Declarations.

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN WRIT-
TEN AGREEMENT WITH YOU - PRIMARY**

CA-7214(10-98)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

1. Who Is an Insured under Section II - Liability Coverage is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such persons or organizations are additional insureds only with respect to liability arising

out of operations performed for the additional insured by you.

2. The coverage provided by this endorsement will be primary and noncontributory with respect to any other coverage available to the additional insured.

3. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this Coverage Form, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

ACUITY ENHANCEMENTS - BUSINESS AUTO

CA-7247(10-16)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. Temporary Substitute Vehicle Physical Damage

The following is added to item C Certain Trailers, Mobile Equipment and Temporary Substitute Autos under Section I - Covered Autos:

If Physical Damage Coverage is provided by this Coverage Form, any *auto* you do not own while used with permission of its owner as a temporary substitute for a covered *auto* you own that is out of service because of its breakdown, repair, servicing, loss or destruction is a covered *auto* for Physical Damage Coverage.

B. Who Is an Insured

The following are added to Who Is an Insured under Section II - Liability Coverage:

1. Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. This coverage does not apply to *bodily injury* or *property damage* that occurred before you acquired or formed the organization;
- c. No person or organization is an *insured* with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

2. Employees as Insureds

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.

C. Increased Supplementary Payments

1. The limit shown in paragraph A2a(2) of Section II - Liability Coverage is increased to \$3,000.
2. The limit shown in paragraph A2a(4) of Section II - Liability Coverage is increased to \$300.

D. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II - Liability Coverage does not apply.

E. Towing for Covered Autos after Covered Losses

The following is added to paragraph A4 Coverage Extensions of Section III - Physical Damage Coverage in the Business Auto Coverage Form and to paragraph - A4 Coverage Extension under Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form and the Towing Coverage endorsement, if it applies to your policy:

If a covered *loss* to a covered *auto* renders the vehicle undriveable, we will pay for reasonable and necessary costs to tow the vehicle to the nearest service or salvage facility. This coverage only applies to a covered *auto* insured for Comprehensive or Collision coverage. Such payments will not reduce the limits of insurance described in C Limit of Insurance.

F. Transportation Expenses

The Transportation Expenses Coverage Extension is replaced by the following:

We will also pay up to \$75 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 or *light truck* 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 48 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.

G. Increased Sub-limit for Audio, Visual and Data Electronic Equipment Coverage

The sub-limit shown in paragraph C2 of the Limit of Insurance Provision of Section III - Physical Damage Coverage in the Business Auto Coverage Form is increased to \$3,000.

H. The following are added to Coverage Extensions under Section III - Physical Damage Coverage in the Business Auto Coverage Form and to Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form:**1. Accidental Airbag Discharge**

We will pay to replace an airbag that deploys without the car being involved in an accident. This coverage applies only to a covered *auto* which you own.

2. Loan/Lease Gap Coverage

In the event of a total *loss* to a covered *auto* of the private passenger or *light truck*

type, we will pay any unpaid amount due on the lease or loan, less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the loss;
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

3. Hired Auto Physical Damage Coverage

If hired *autos* are covered *autos* for Liability Coverage, then the Physical Damage Coverages provided under this Coverage Form for any *auto* you own are extended to *autos* of the private passenger or *light truck* type which you lease, hire, rent or borrow for a period of 30 days or less, subject to the following limit.

The most we will pay under this extension is the lesser of the actual cash value, the cost of repair or \$50,000, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned *auto* of the private passenger or *light truck* type for that coverage. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered *auto* you own of the private passenger or *light truck* type.

4. Rental Reimbursement Coverage for Private Passenger Vehicles or Light Trucks

- a. This coverage applies only to a covered *auto* of the private passenger or *light truck* type.
- b. We will pay for rental reimbursement expenses incurred by you for the rental of an *auto* because of a covered loss to an *auto* to which this extension applies. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered *auto*. No deductibles apply to this coverage.
- c. We will pay only for those 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 return it to you.
- (2) 30 days.
- d. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred.
 - (2) \$75 per day to a maximum of \$1,500.
- e. This coverage does not apply while there are spare or reserve *autos* available to you for your operations.
- f. If loss results from the total theft of a covered *auto* to which this extension applies, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extensions.
- g. The Rental Reimbursement Coverage described above does not apply to a covered *auto* that is described or designated as a covered *auto* on Rental Reimbursement Coverage Form CA-9923F.

5. Fire Department Service Charge

When the fire department is called to save or protect a covered *auto*, its equipment, its contents, or occupants from a covered loss, we will pay up to \$1,000 for your liability for fire department service charges:

- a. Assumed by contract or agreement prior to loss; or
- b. Required by local ordinance.

No deductible applies to this additional coverage.

6. Fire Extinguisher Recharge

We will pay the actual cost of recharging or replacing, whichever is less, fire extinguishers kept in your covered *auto* that are intentionally discharged in an attempt to extinguish a fire.

7. Rental Reimbursement, Business Income and Extra Expense Coverage

Limits

The most we will pay for all loss for each covered *auto* involved in any one accident for Rental Reimbursement, Business Income and Extra Expense combined is \$10,000.

Coverage

a. Rental Reimbursement Coverage

- (1) We will pay for expenses incurred by you during the *period of restoration* for the rental of an *auto* made necessary because of a covered *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.
- (2) This Rental Reimbursement Coverage does not apply to a covered *auto* of the private passenger or *light truck* type because coverage for these vehicles is provided in item 4 of this endorsement.

b. Business Income and Extra Expense Coverage

(1) Business Income Coverage

- (a) Actual Loss Sustained Coverage - We will pay the actual loss of *business income* sustained by you as the result of the necessary suspension of your business during the *period of restoration* due to a *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.
- (b) Specified Amount per Day Coverage - At your option, we will pay up to \$250 per day for a maximum of seven days during the *period of restoration* for income loss. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

(2) Extra Expense Coverage

We will pay the necessary and reasonable *extra expenses* that you incur during the *period of restoration* that you would not have incurred had there been no *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

Conditions

- a. Any payment for Business Income made under Specified Amount per Day Coverage reduces the payment we

make under any other coverages listed in extension 7.

- b. No other deductible applies to these coverages.
- c. We will not pay under these coverages if you do not repair or replace the covered *auto*.
- d. You must resume all or part of your business as quickly as possible.
- e. If you have other *autos* you can use to reduce the amount of loss payable under these coverages, you are required to use them.
- f. We will not pay for loss or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such loss that affects your *business income*.
- g. We will pay for expenses you incur to reduce the amount that would otherwise have been payable under this coverage. We will not pay more than the amount by which you actually reduce the *business income* loss or *extra expense* incurred.

8. Fuel in Vehicle Coverage

We will also pay, with respect to a covered *loss*, the actual loss sustained for the *loss* to the fuel used to operate your vehicle but only with respect to a covered *auto*. You must provide documentation supporting your claim for damages.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages.

9. Miscellaneous Equipment Used With Covered Vehicle Coverage

We will also pay, with respect to a covered *loss*, the actual cash value, repair cost or replacement cost, whichever is less, for *loss* to your *miscellaneous equipment* but only with respect to a covered *auto*.

Exclusions

We will not pay for *loss* caused by:

- a. Theft, unless there are visible signs or marks of forcible entry into the covered *auto* and the theft is reported to law enforcement authorities; or
- b. Mysterious disappearance.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages.

10. Electronic Logging Devices or Electronic On-Board Recorders

We will also pay, with respect to a covered loss, up to \$3,000 for the actual loss sustained to an electronic on-board recorder or electronic logging device permanently installed in the *auto* but only with respect to a covered *auto*.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages for further information.

I. Deductible Provision

Paragraph D, Deductible of Section III - Physical Damage Coverage in the Business Auto Coverage Form and paragraph D, Deductible of Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form are replaced by the following:

1. For each covered *auto*, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to loss caused by fire or lightning.
2. For combinations of tractor, truck, semi-trailer or trailers when attached together by coupling devices at the time of loss, one deductible will apply.
 - a. If more than one *auto* of the combination is damaged or stolen, the largest applicable deductible shown in the Declarations will apply.
 - b. If only one *auto* of the combination is damaged or stolen, the deductible shown in the Declarations for that *auto* will apply.
3. The deductibles will not apply to loss caused by a collision of a covered *auto* with any other *auto* insured by us.
4. If the insured chooses to have a damaged windshield or other glass repaired instead of replaced, no deductible will apply to the loss.

J. Knowledge of Claim or Suit

The following is added to the Duties in the Event of Accident, Claim, Suit or Loss Condition:

Knowledge of an *accident*, claim, *suit* or *loss* by an agent or *employee* of any insured shall not in itself constitute knowledge of the insured unless your partners, executive officers, directors, managers, members or a person who has been designated by them to receive reports of *accidents*, claims, *suits* or *loss* shall have received such notice from the agent or *employee*.

K. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition:

We waive any right of recovery we may have against a person or organization because of payments we make for *bodily injury* or *property damage* arising out of your use of a covered *auto* which occurs while under a contract with that person or organization. The waiver applies only to a person or organization with whom you have a written contract or agreement requiring you to waive the right of recovery under this policy. The written contract or agreement must have been executed prior to the *accident* causing *bodily injury* or *property damage*.

L. Worldwide Coverage Territory for Hired Autos

The following is added to paragraph B7 of Section IV - Business Auto Conditions in the Business Auto Coverage Form and to paragraph B7 of Section V - Motor Carrier Conditions in the Motor Carrier Coverage Form:

With respect to *autos* hired for 30 days or less, the coverage territory is extended to include all parts of the world if the insured's responsibility to pay damages is determined in a suit in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to.

M. Mental Anguish Coverage

The Definition of *bodily injury* is amended to include mental anguish.

N. Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages and Electronic Logging Devices or Electronic On-Board Recorders

1. If loss to property covered by these extensions is the result of a loss to the covered *auto* under this Coverage Form's Comprehensive or Collision Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any

Comprehensive Coverage deductible shown in the Declarations does not apply to *loss* to property covered by an extension caused by fire or lightning.

2. If *loss* to property covered by these extensions is the result of a *loss* to the covered *auto* under this Coverage Form's Specified Causes of Loss Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

O. Coverage Extensions Definitions

1. "*Business income*" means the:
 - a. Net income (Net profit or loss before income taxes) that would have been earned or incurred if no *loss* would have occurred; and
 - b. Continuing normal operating expenses incurred, including payroll.
2. "*Extra expense*" means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.
3. "*Light truck*" means a truck with a gross vehicle weight of 10,000 pounds or less.

4. "*Miscellaneous equipment*" means hand trucks, dollies, pallets, pads, covers, binders, tarps, tie-downs, chains and other similar equipment used in the handling of property being transported.

5. "*Period of restoration*" means the period of time that:

a. Begins:

- (1) Twenty-four hours after the time of *loss* for Rental Reimbursement Coverage or Business Income Coverage; or
- (2) Immediately after the time of *loss* for Extra Expense Coverage; and

b. Ends at the earliest of:

- (1) The time required to resume your normal business operations; or
- (2) The time that is reasonably necessary to repair or replace the covered *auto*.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that 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.

The expiration date of this policy will not cut short the *period of restoration*.

23-235

POLICY NUMBER: ZS5780

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WC 00 03 13(4-84)

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

We will not enforce our right against any person or organization with whom you have a written contract or agreement which you are required to waive rights of recovery under this policy. We will not enforce our right against any other person or organization named in these contracts or agreements which you are also required to waive rights of recovery. Such a contract or agreement must have been executed prior to the occurrence causing injury or damage. An entity meeting these requirements does not have to be named in the Schedule for the waiver to apply.

This waiver also applies to the following person(s) or organization(s):

IMAGE NATIONAL INC

SAMPSON CONSTRUCTION CO INC

HAUSMANN & SONS CONSTRUCTION INC

IMMANUEL

CIMA NETWORK INC

RED CAPITAL MANAGEMENT

Insurance Requirements

Submitted on	26 September 2023, 10:24AM
Receipt number	1084
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

**Marquee Sign
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); for the new Marquee Sign for the backstage area for Pinnacle Bank Arena requires the following:
 - 1.1.1 Marquee Sign
 - 1.1.2 Changeable lettering on the lower half of the sign.
 - 1.1.3 Proof prior production for approval.
 - 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, 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. PROJECT SCOPE

- 2.1 To design a marquee sign for the backstage area to enhance the overall look for artists, promoters, and our Men's and Women's Basketball teams.

3. MARQUEE SIGN DESIGN

- 3.1 The bidder's unit price in ebid must reflect providing the following:
- 3.2 Sign Requirements
 - 3.2.1 6'W x 4.333'H (note: the height cannot exceed 4' 6")
 - 3.2.2 Thickness cannot be greater than 8". We prefer the sign to be 6" or less if possible.
 - 3.2.3 All lights to be LED.
 - 3.2.4 On/Off switch required for nonevent days
- 3.3 Electrical
 - 3.3.1 PBA staff will run electrical to the sign at the final location.
 - 3.3.2 Power requirements can be either 277 or 120.
 - 3.3.3 Owners shall proof and approval design prior to build.

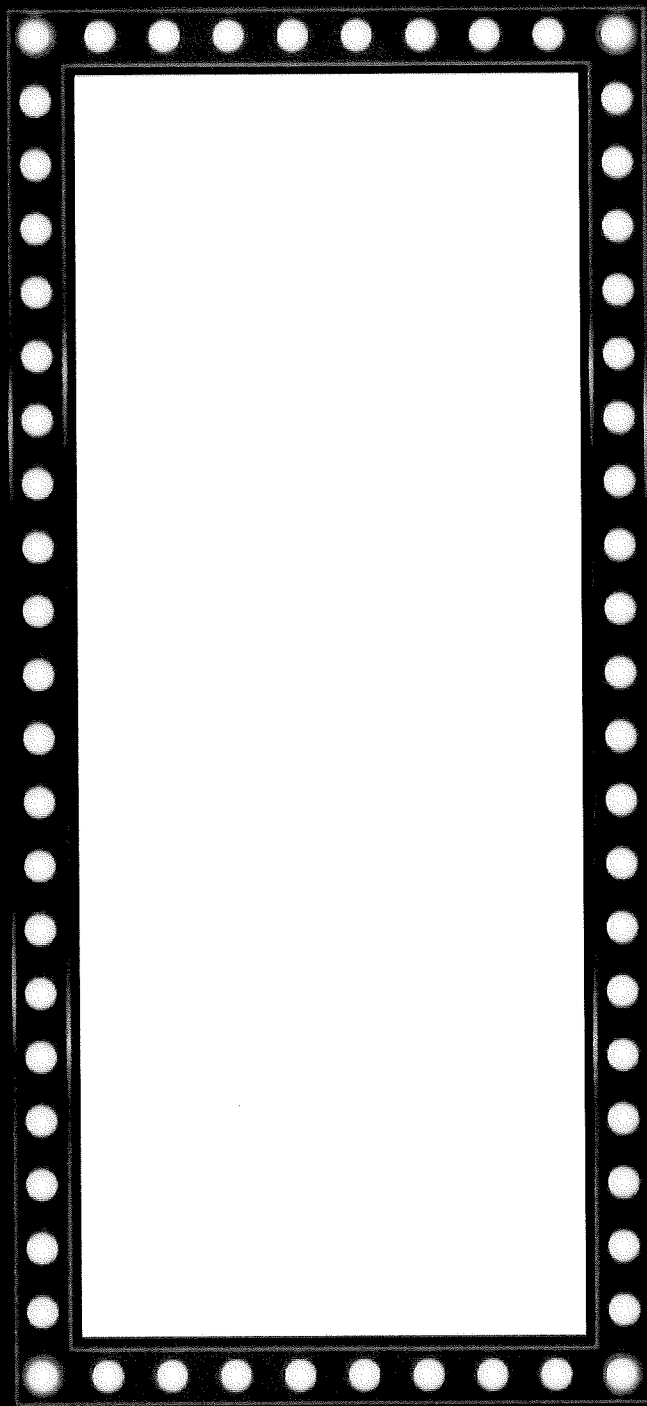
4. DELIVERY AND INSTALLATION

- 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.
 - 5.1.2 References.
- 5.2 Vendor will be given an approved contract after the WHJPA board meets in December 2023.
- 5.3 Vendor must hold pricing until end of December 30th, 2023, after approval from WHJPA board.
- 5.4 Project shall be completed by April 1, 2024.

WELCOME TO
LINCOLN



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. Bidder 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 are not allowed to discuss this solicitation with any other employee, elected official 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. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this solicitation.
- 1.7. 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.
- 1.8. If bidding on a construction contract, the Owner's most current Standard Specifications for Municipal Construction shall apply. Here is the link: <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. ANTI-LOBBYING PROVISION

- 4.1 During the period between the solicitation release date and the contract execution, Bidders, including their agents and representatives, shall not lobby or promote their product/service with the Mayor, any member of the Owner or Owner staff except during Owner sponsored inquiries, briefings, interviews, or presentations, or unless requested by the Owner.

5. BRAND NAMES/ALTERNATES

- 5.1 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.
- 5.2 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.
- 5.3 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 5.4 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.

6. DEMONSTRATIONS/SAMPLES

- 6.1. Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owner.
- 6.2. Such demonstration can be at the Owner delivery location or a surrounding community.
- 6.3. 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.
- 6.4. 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.
- 6.5. The Owner reserves the right to request samples even though this may not have been set forth in the solicitation.
- 6.6. 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.
- 6.7. 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.

7. DELIVERY (Non-Construction)

- 7.1. The Owner reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the specified time(s).
- 7.2. 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.
- 7.3. 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.

8. WARRANTIES AND GUARANTEES

- 8.1. Manufacturer's warranties and/or guarantees and maintenance policies should be uploaded in Ebid in the Response Attachments tab.
- 8.2. Unless stated otherwise in the specifications, 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 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.

9. BID SECURITY

- 9.1. 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.
 - 9.1.1. 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.
 - 9.1.2. 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.
- 9.2. 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.
- 9.3. Such bid security will be returned to the unsuccessful Bidders when the award of the solicitation is made.
 - 9.3.1. Bid security will be returned to the successful Bidder(s) as follows:
 - 9.3.2. For purchase orders, upon the delivery of all equipment or merchandise, and upon final acceptance by the Owner.
 - 9.3.3. For all other contracts, upon approval by the Owner of the executed contract and bonds.

- 9.4. Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
- 9.4.1. A contract has been executed and bonds have been furnished.
 - 9.4.2. The specified time has elapsed so the solicitations may be withdrawn.
 - 9.4.3. All responses have been rejected.
 - 9.4.4. 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.

10. REFERENCE CHECKS

- 10.1. 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 non-responsive, not award, withdraw an award notification, or rescind the award of a contract.

11. SOLICITATION EVALUATION AND AWARD

- 11.1. 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.
- 11.2. No response shall be modified or withdrawn for a period of ninety (90) calendar days after closing date and time.
- 11.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 11.4. The solicitation will be awarded to the lowest responsible, responsive 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. If allowed, any governmental agency may piggyback on any purchase order or contract established from this solicitation.

12. EXECUTION OF AGREEMENT

- 12.1. Depending on the type of service or commodity provided, one of the following methods will be employed.
- 12.1.1. **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.
 - 12.1.2. **CONTRACT**
 - a. Owner will furnish copies of a Contract to the successful Bidder. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - b. The prepared documents should be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - c. The Owner will sign and date the Contract and prepare the appropriate documents for signature.
 - d. Upon approval and signature, the Owner will return one electronic copy to the successful Bidder.

13. INDEMNIFICATION

- 13.1. The Bidder shall indemnify and hold harmless the Owner from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owner for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owner.
- 13.2. In any and all claims against the Owner or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. LAWS

- 14.1. 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.
- 14.2. 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.
- 14.3. If there are any conflicts or inconsistencies between the Bidder's documents and the Owner's, the Owner's documents shall control.

15. TAX ASSESSMENT

- 15.1. Any solicitation for public improvement shall comply with Nebraska Revised Statute 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.

16. AFFIRMATIVE ACTION

- 16.1. The Owner provides equal opportunity for all Bidders and encourages minority businesses, women's businesses, and locally owned business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1. The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 17.2. 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.

18. INSURANCE

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

19. TAXES AND TAX EXEMPTION CERTIFICATE

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

20. AUDIT

- 20.1. 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.

21. E-VERIFY

- 21.1. 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.

Advertise 2 times
Friday, September 29, 2023
Friday, October 6, 2023

City of Lincoln/Lancaster County
Purchasing Division

NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **2:00 pm, Friday, October 13, 2023** for providing the following:

Marquee Sign
Pinnacle Bank Arena
Bid No. 23-235

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

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

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 Theatrical Media Services for a follow spot at the Pinnacle Bank Arena, for a total amount not to
5 exceed \$47,540.00, pursuant to Bid No. 23-236, is hereby approved and the Chairperson of the
6 West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute
7 said Contract.

Adopted this _____ day of January, 2024.

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
Follow Spot – Pinnacle Bank Arena
Bid No. 23-236
West Haymarket Joint Public Agency
Theatrical Media Services

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 _____

CONTRACT DOCUMENTS

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

**Follow Spot – Pinnacle Bank Arena
Bid No. 23-236**

**Theatrical Media Services
7510 Burlington Street
Omaha, NE 68127
(402) 592-5522**

**West Haymarket Joint Public Agency
Contract Terms**

THIS CONTRACT, made and entered into by and between **Theatrical Media Services, 7510 Burlington Street, Omaha, NE 68127**, hereinafter called "Contractor", and the West Haymarket Joint Public Agency, Lincoln, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "JPA".

WHEREAS, the 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:

Follow Spot – Pinnacle Bank Arena, Bid No. 23-236

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

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the 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/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$47,540.00, including supply and installation.

3. Equal Employment Opportunity: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination: This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The 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. Period of Performance: The work included in this Contract shall begin as soon as possible from date of executed contract. The project shall be completed by April 1, 2024, unless otherwise discussed between awarded contractor and owner. The JPA reserves the right to extend the contract beyond the renewal term upon written approval by both parties.
8. Assignment: Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the JPA.
9. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal\Supplier Response
 3. Insurance Certificate and Endorsements
 4. Insurance Requirements
 5. Specifications
 6. Instructions to Bidders
 7. Notice to Bidders
 8. Sales Tax Exemption Forms 13 & 17

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.

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

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

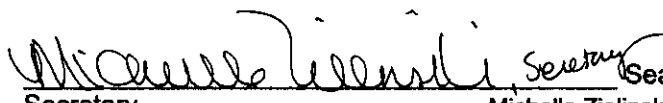
Vendor Signature Page

CONTRACT
Follow Spot – Pinnacle Bank Arena
Bid No. 23-236
West Haymarket Joint Public Agency
Theatrical Media Services

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:


Secretary Seal
Theatrical Media Services
Michelle Zielinski

Theatrical Media Services, Inc.

Name of Corporation

7510 Burlington Street, Omaha, NE 68127

Address

By: 
Duly Authorized Official

Paul Jonas

Sales Manager

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

23-236

Theatrical Media Services Supplier Response

Event Information

Number: 23-236
Title: Followspot - Pinnacle Bank Arena
Type: Notice to Bidders
Issue Date: 9/29/2023
Deadline: 10/13/2023 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

Theatrical Media Services Information

Contact: Paul Jonas
Address: 7510 Burlington Street
Omaha, NE 68127
Phone: (402) 592-5522
Fax: (402) 592-0094
Email: pjonas@tmsomaha.com
Web Address: tmsomaha.com

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

Paul Jonas

Signature

Submitted at 10/13/2023 08:57:45 AM (CT)

pjonas@tmsomaha.com

Email

Response Attachments

QT 7304-2 Pinnacle Bank Arena.pdf

I have attached a copy of our bid.

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.

Paul Jonas 402-592-5522 pjonas@tmsomaha.com

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 Recycling of Corrugated Cardboard

I acknowledge and accept that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors shall haul any recyclable material directly to any of the three processor facilities which are currently operating in the City of Lincoln, or they can use a recycled material hauler for curbside collection at their place of business. Vendors are also encouraged to recycle any other approved materials used, or removed, from a City or County jobsite. Go to - <https://www.lincoln.ne.gov/City/Departments/LTU/Utilities/Solid-Waste-Management/Recycling> for more information on City of Lincoln recycling programs.

☒ Yes

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.

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: 2 UOM: EA Unit Price: Total:

Manufacturer:

Manufacturer #:

Item Notes: Each followspot is to have:
A. One (1) Four Leg Rigid Base
B. One (1) Power Supply / Ballast Lycian 938
C. Two (2) Osram XBO 3000W/HS XL OFR Xenon Lamp 6000K; Lumens; 1500 Hours
and per the specifications

Item Attributes**1. Manufactuer and Model**

Please provide manufacturer and model bidding.

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: \$47,540.00



o 402.592.5522
f 402.592.0094
e tms@tmsomaha.com
@ tmsomaha
a 7510 Burlington St.
Omaha, NE 68127

QUOTE:
DATE:
PREPARED BY:

7304-2
10/13/2023
Paul Jonas

TO:**Pinnacle Bank Arena**Attn: **Donny Adams**

400 Pinnacle Arena Drive

Lincoln, Nebraska 68508 USA

Phone: (402) 904-4444

Email: dadams@smglincoln.com

NOTES:[QUOTE VALID FOR 30 DAYS](#)

PAYMENT TERMS

Other

SHIPPING TERMS

N/A

FOLLOWSPOTS 2023

QTY | ITEM / DESCRIPTION

2	<u>Lycian 1295/4</u> Followspot- ELT 3/4K w/ 4 Legged Rigid Base	1295/4
4	<u>Osram XBO 3000W/HS XL OFR</u> Lamp- XBO 3000 W/HS XL OFR; 6000K; 130K Lumens; 1500 Hours	69479
1	<u>TMS Shipping & Handling</u> Shipping & Handling	Shipping & Handling
1	<u>TMS Installation</u> Labor- Project Installation Set Up	LBR-INST

Equipment & Labor**\$47,540.00**

PROJECT SUMMARY

Equipment Total	\$46,940.00
Installation Total	\$600.00
Tax	\$0.00
TOTAL	\$47,540.00
*	

*****ORDERS OVER \$500.00 WILL INCUR A 3% PROCESSING FEE IF PAYING BY CREDIT CARD*****

SALES TAX: The Buyer agrees to pay the Seller any taxes or additional costs arising from any federal, state, or local tax laws. The sales tax (if any) that is applied to this quote is an estimate and be can changed at invoicing according to the governing body(s) in which the job site resides OR where the Buyer takes possession of the equipment purchased. The sales tax on this quote may be removed if proper documentation is received by TMS, Inc.

Signature Approval:

Print Name

Authorized Signature

Date

PRODUCT DETAILS



Lycian 1295/4

Followspot- **ELT 3/4K w/ 4 Legged Rigid Base**

Operates with 3 or 4K lamps. Center mounted 6-color boom. Single lever trombone intensifies beam as diameter is reduced.



Osram XBO 3000W/HS XL OFR

Lamp- **XBO 3000 W/HS XL OFR; 6000K; 130K Lumens; 1500 Hours**



TMS Shipping & Handling

Shipping & Handling

inventory and pack incoming parts, cut an prepare pipes, packaging and delivery



THEAMED-01

LONEAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2023

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 Fee Insurance Group, Inc. 2920 N. Plum St Hutchinson, KS 67502	CONTACT NAME:	
	PHONE (A/C, No, Ext): (620) 662-2381	FAX (A/C, No): (620) 662-5415
INSURED Theatrical Media Services, Inc. 7510 Burlington St. Omaha, NE 68127	E-MAIL ADDRESS: Certs@feeinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Cincinnati Insurance Company (The)	
	INSURER B : Accident Fund General Insurance Company	
	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
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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			EPP 0125110	2/27/2023	2/27/2024	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 OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0125110	2/27/2023	2/27/2024	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			EPP 0125110	2/27/2023	2/27/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AF WCP 100010378	2/27/2023	2/27/2024	<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)

As required by written contract, certificate holder is primary & noncontributory additional insured on the general liability (including completed operations) & auto liability. As required by written contract & to the extent permitted by applicable law, subrogation shall be waived on the general liability, auto liability & workers compensation. Cancellation provisions are attached.

CERTIFICATE HOLDER

CANCELLATION

West Haymarket Joint Public Agency 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

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.

23136

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: EPP 012 51 10

Named Insured is the same as it appears in the Common Policy Declarations

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$ 1,000,000	
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE
\$100,000 limit unless otherwise indicated herein:	\$ SEE GA233	PREMISES
MEDICAL EXPENSE LIMIT		
\$5,000 limit unless otherwise indicated herein:	\$ SEE GA233	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
		A - Area B - Payroll C - Gross Sales D - Units E - Other	Products / Completed Operations	All Other	Products / Completed Operations	All Other
LOC. 1 - NE RENTAL STORES INCL PROD AND/OR COMP OP	16722 C	100,000		4.625		463
STORES-NO FOOD OR DRINK - OT NFP	18437 C	1,100,000	.764	.293	840	322
CONTRACTORS - SUBCONTRACTED WORK	91591 E	280,000 TOTAL COST	1.699	.464	476	130
THEATRICAL COMPANIES INCL PROD AND/OR COMP OP	99718 B	500,000		2.850		1,425
LOC. 2 - NE WAREHOUSES - OT NFP INCL PROD AND/OR COMP OP	68706 A	9,025		13.948		126
LOC. 3 - NE BUILDINGS OR PREMISES LRO - OT NFP INCL PROD AND/OR COMP OP	61212 A	5,000		24.766		124
WAREHOUSES - OT NFP INCL PROD AND/OR COMP OP	68706 A	18,812		13.948		262
LOC. 4 - OH WAREHOUSES	68702 A	200		3.975		1

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
		A - Area B - Payroll C - Gross Sales D - Units E - Other	Products / Completed Operations	All Other	Products / Completed Operations	All Other
INCL PROD AND/OR COMP OP						
BI EXCEPTIONS TO POLLUTANT EXCLUSION	20420			7%		292
AUTOMATIC ADD. INSURED - CONTRACTORS OPERATIONS	29923			3.5%		146
CONTRACTORS BROADENED COVERAGE	29975			3.5%		146

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM \$ 4,753

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

GA101	12/04	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2132	05/09	COMMUNICABLE DISEASE EXCLUSION
CG2279	04/13	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
CG2414	04/13	WAIVER OF GOVERNMENTAL IMMUNITY
GA216OH	09/20	OHIO LIABILITY COVERAGE ENHANCEMENT
GA233	09/17	CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT
GA3024	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
GA369	09/17	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS ("EIFS") AND DIRECT-APPLIED EXTERIOR FINISH SYSTEMS ("DEFS") - BROAD FORM WITH SPECIFIED EXCEPTIONS
GA382	03/02	FUNGI OR BACTERIA EXCLUSION
GA472	05/20	CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION
GA478	12/04	BODILY INJURY EXCEPTIONS TO POLLUTANT EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

POLICY # EPP 0125110

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

A. 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 or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. 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:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- 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 that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. 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 "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
- b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
- c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those 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:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

- a. The most we will pay for "loss" in any one "accident" is the greater of:

- (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

- (a) Overdue lease or loan payments;
- (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
- (c) Security deposits not refunded by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases, or

- (2) Actual cash value of the stolen or damaged property.

- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

THE CINCINNATI INSURANCE COMPANY

CINCINNATI, OHIO

BUSINESS AUTO COVERAGE PART DECLARATIONS

ITEM ONE

Attached to and forming part of POLICY NUMBER: **EBA 012 51 10**

Named Insured is the same as it appears in the Common Policy Declarations.

ITEM TWO

SCHEDULE OF COVERAGES AND COVERED AUTOS

This coverage part provides only those coverages where a premium or "incl" is shown in the premium column below. The limit of insurance for each coverage listed is subject to all applicable policy provisions. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	1	\$ 1,000,000	INCL
PERSONAL INJURY PROTECTION (or equivalent No-fault coverage)		Separately stated in each P.I.P. endorsement minus \$ Ded.	
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault coverage)		Separately stated in each added P.I.P. endorsement	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in each P. P.I. endorsement minus \$ Ded	
AUTO. MEDICAL PAYMENTS	2	\$ 5,000	INCL
UNINSURED MOTORISTS	2	\$ 1,000,000	INCL
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	2	\$ SEE AA4183	INCL
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	2, 8	Actual cash value or cost of repair, Whichever is less minus \$ SEE AA4183 Ded. For each covered auto. But no Deductible applies to loss caused by Fire or lightning. See Item Three for hired or borrowed "autos"	INCL
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		Actual cash value or cost of repair, Whichever is less minus \$ Ded. For Each covered auto. For loss caused by mischief or vandalism. See Item Three for hired or borrowed "autos"	
PHYSICAL DAMAGE COLLISION COVERAGE	2, 8	Actual cash value or cost of repair, Whichever is less minus \$ SEE AA4183 Ded for each covered auto. See Item Three for hired or borrowed "autos".	INCL
PHYSICAL DAMAGE INSURANCE TOWING AND LABOR		\$ for each disablement of a private passenger auto	
PREMIUM FOR ENDORSEMENTS			INCL
*ESTIMATED TOTAL PREMIUM			

FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:

AA4183 02/06 AUTOMOBILE SCHEDULE
AA101 03/06 BUSINESS AUTO COVERAGE FORM
AA2009 01/17 CHANGES - TOWING AND LABOR
AA296 07/12 CHANGES - AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

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AA 505 03 06

03-07-2022 13:54

Page 1 of 3

EBA 012 51 10

FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:

AA4092NE	07/02	NEBRASKA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE
AA4171	06/20	ADDITIONAL INSURED BY CONTRACT
AA4172	09/09	BLANKET WAIVER OF SUBROGATION - AUTO
AA4231	08/08	SUPPLEMENTARY SCHEDULE FOR BUSINESS AUTO--ITEMS FOUR, FIVE, AND SIX
AA4263	04/10	OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE ENDORSEMENT
AA4307NE	11/13	NEBRASKA CHANGES
AP401NE	05/13	UNINSURED AND UNDERINSURED MOTORISTS PROTECTION OPTION SELECTION FORM-NEBRASKA
CA0221	12/17	NEBRASKA CHANGES - CANCELLATION
CA9944	12/93	LOSS PAYABLE CLAUSE
AA247	03/06	DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR NAMED INDIVIDUALS
AA261NE	07/14	NEBRASKA AUTO MEDICAL PAYMENTS COVERAGE
AA265	06/20	CINCIPLUS® BUSINESS AUTO XC® (EXPANDED COVERAGE) ENDORSEMENT

* This policy may be subject to final audit

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

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 **02/27/2023** Policy No. **AF WCP 100010378 02**
Insured **THEATRICAL MEDIA SERVICES, INC**

Endorsement No.
Premium: **\$0**

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

**Workers Compensation and Employers Liability
Insurance Policy**

Policy Number	Policy Period	
	From	To
AF WCP 100010378	02/27/2023 12:01 A.M. Standard Time at the described location	02/27/2024

Transaction

INFORMATION PAGE

Renewal of Policy AFWCP100010378

ITEM 1. Named Insured and Address

THEATRICAL MEDIA SERVICES, INC
7510 BURLINGTON ST
OMAHA, NE 68127

Agent

FEE INSURANCE GROUP, INC.
2920 N PLUM ST
HUTCHINSON, KS 67502

620-662-2381

AF16885

ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
NE	WC 00 00 01 A	05 88	Information Page - AF CW
NE	WC 00 00 00 C	01 15	Workers Compensation and Employers Liability Insurance Policy
NE	WC 00 03 10	04 84	Sole Proprietors, Partners, Officers And Others Coverage Endorsement
NE	WC 00 03 13	04 84	Waiver of Our Right to Recover from Others Endorsement
NE	WC 00 04 04	04 84	Pending Rate Change Endorsement
NE	WC 00 04 06	08 84	Premium Discount Endorsement
NE	WC 00 04 14 A	01 19	Notification Of Change In Ownership Endorsement
NE	WC 00 04 19 A	08 22	Part Five - Premium Amendatory Endorsement
NE	WC 00 04 21 F	08 22	Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement
NE	WC 00 04 22 C	01 21	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
NE	WC 00 04 24	01 17	Audit Non-Compliance Charge Endorsement
NE	WC 26 04 01 B	05 17	Nebraska Experience Rating Modification Endorsement
NE	WC 26 04 03	05 17	Nebraska Experience Rating Modification Factor Revision Endorsement
NE	WC 26 06 01 C	07 96	Nebraska Cancellation And Nonrenewal Endorsement
NE	WC 99 06 50 B	07 21	Invoice Fee
NE	WC 99 06 51	01 11	Notification to Others of Cancellation or Non-Renewal Endorsement
NE	WC 99 06 60	05 17	Execution Clause Endorsement

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

Followspot 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) for two (2) New Lycian Followspot for Pinnacle Bank Arena requires the following:
 - 1.1.1 Two (2) 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 Two (2) 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.
 - 1.1.6 The Lycian is a recommended product, but equivalent accepted as long as they meet the specified requirements.
- 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 Vendors 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.
- 1.10 Project shall be completed by April 1, 2024, unless otherwise discussed between awarded contractor and owner due to scheduling conflicts of 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, 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 The unit shall, as a minimum incorporate the following:
 - 2.5.2 DC ammeter
 - 2.5.3 Bulb operation elapsed hour meter
 - 2.5.4 Forced-air cooling by internally wired blower
 - 2.5.5 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 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 Four Control Levers on top:
 - Fader mechanism for smooth manual dimming
 - Horizontal chopping shutters
 - Vertical shutters
 - Nichrome steel iris
 - Trombone style one handed zoom focus

- Spot edge focus adjusting knob
- 2.7 The unit shall house a six color, self-canceling boomerang
 - 2.7.1 Boomerang shall be rigidly mounted to the body of the followspot
 - 2.7.2 Front mounted boomerangs shall not be acceptable.
- 2.8 The stand/yoke shall incorporate:
 - 2.8.1 Horizontal Swing Control Lever
 - 2.8.2 Vertical Tilt Control Lever
 - 2.8.3 Height Adjustment
- 2.9 Optical
 - 2.9.1 The unit's optical train shall consist of
 - 2.9.2 3000- or 4000-watt compact xenon short-arc lamp
 - 2.9.3 Precision deep ellipse electroformed nickel reflector
 - 2.9.4 Variable focus lens system utilizing Optical-quality glass
 - 2.9.5 Iris, Choppers, and dowsers for beam shaping control.
 - 2.9.6 Six color boomerang and/or dichroic glass boomerang
 - 2.9.7 The zoom focus shall increase light intensity as it decreases the spot diameter.
 - 2.9.8 The light Color temperature shall be 6000° Kelvin ($\pm 200^\circ$ K.).
 - 2.9.9 Reflector shall reflect 95% of visible light and absorb 90% of infrared light as heat.
- 2.10 Electrical
 - 2.10.1 Xenon lamp system input shall be 200-250 V.AC, 50/60 Hertz, single or three phase, and fused for 30 Amperes when using a 3K lamp and 50 amperes when using a 4K lamp.
 - 2.10.2 Free standing, solid-state power supply (Lycian 938) power supply.
 - 2.10.3 Only those lamps recommended by followspot manufacturer are acceptable.
 - 2.10.4 Performance
 - 2.10.5 Adjusted for flat field (approximately 70%) with a 3000 watt lamp the unit shall produce 584 feet.
 - 2.10.6 Candles @ 200 feet in Spot focus with the 3K lamp.
- 2.11 Performance
 - 2.11.1 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 feet in Spot focus. With full iris the Field diameter in spot focus shall be 24".
 - 2.11.3 Field soft to hard edge focus shall be changed with an adjusting knob.
 - 2.11.4 The following Optional accessories shall be available on and after time of purchase:
 - 2.11.5 Gobo Holder
 - 2.11.6 "Lo-Boy" stand
 - 2.11.7 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 two (2) 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 with the work until unsatisfactory conditions have been corrected in an acceptable manner.
 - 3.5.6 Prior to energizing the followspots, all wiring shall be checked and tested by the owner to insure the system is free from grounds, opens and shorts.
 - 3.5.7 System Commissioning:
 - 3.5.8 After installation is complete, and before energizing the followspots, this contractor shall provide the services of a trained and authorized technician to commission the system as follows:
 - 3.5.8.1 Safely lamp each follow spot.
 - 3.5.8.2 Mechanically adjust the follow spots to correct any misalignment caused by transportation or handling during the construction period.
 - 3.5.8.3 Trim the light output of each followspot to maximize intensity with flat field.
 - 3.5.8.4 This contractor shall provide training to instruct persons designated in the safe operation and
 - 3.5.9 Maintenance of the followspot system.
 - 3.5.10 The Contractor shall further submit certificates stating installed system is operating properly and complies with the manufacturer's recommendations.

4 EVALUATION CRITERIA

- 4.1 Evaluation of bids will consist of the following:
 - 4.1.1 The contract will be awarded to the lowest, responsible, responsive vendor who bid substantially meets all the required specifications, duties, terms, and conditions as defined in this request.
- 4.2 Vendors will be given an approved contract after the WHJPA board meets in December 2023.

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. Bidder 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 are not allowed to discuss this solicitation with any other employee, elected official 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. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this solicitation.
- 1.7. 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.
- 1.8. If bidding on a construction contract, the Owner's most current Standard Specifications for Municipal Construction shall apply. Here is the link: <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. **ANTI-LOBBYING PROVISION**

- 4.1 During the period between the solicitation release date and the contract execution, Bidders, including their agents and representatives, shall not lobby or promote their product/service with the Mayor, any member of the Owner or Owner staff except during Owner sponsored inquiries, briefings, interviews, or presentations, or unless requested by the Owner.

5. BRAND NAMES/ALTERNATES

- 5.1 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.
- 5.2 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.
- 5.3 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 5.4 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.

6. DEMONSTRATIONS/SAMPLES

- 6.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owner.
- 6.2 Such demonstration can be at the Owner delivery location or a surrounding community.
- 6.3 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.
- 6.4 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.
- 6.5 The Owner reserves the right to request samples even though this may not have been set forth in the solicitation.
- 6.6 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.
- 6.7 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.

7. DELIVERY (Non-Construction)

- 7.1 The Owner reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the specified time(s).
- 7.2 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.
- 7.3 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.

8. WARRANTIES AND GUARANTEES

- 8.1 Manufacturer's warranties and/or guarantees and maintenance policies should be uploaded in Ebid in the Response Attachments tab.
- 8.2 Unless stated otherwise in the specifications, 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 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.

9. BID SECURITY

- 9.1 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.
 - 9.1.1 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.
 - 9.1.2 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.
- 9.2 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.
- 9.3 Such bid security will be returned to the unsuccessful Bidders when the award of the solicitation is made.
 - 9.3.1 Bid security will be returned to the successful Bidder(s) as follows:
 - 9.3.2 For purchase orders, upon the delivery of all equipment or merchandise, and upon final acceptance by the Owner.
 - 9.3.3 For all other contracts, upon approval by the Owner of the executed contract and bonds.

- 9.4. Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
- 9.4.1. A contract has been executed and bonds have been furnished.
 - 9.4.2. The specified time has elapsed so the solicitations may be withdrawn.
 - 9.4.3. All responses have been rejected.
 - 9.4.4. 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.

10. REFERENCE CHECKS

- 10.1. 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 non-responsive, not award, withdraw an award notification, or rescind the award of a contract.

11. SOLICITATION EVALUATION AND AWARD

- 11.1. 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.
- 11.2. No response shall be modified or withdrawn for a period of ninety (90) calendar days after closing date and time.
- 11.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 11.4. The solicitation will be awarded to the lowest responsible, responsive 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. If allowed, any governmental agency may piggyback on any purchase order or contract established from this solicitation.

12. EXECUTION OF AGREEMENT

- 12.1. Depending on the type of service or commodity provided, one of the following methods will be employed.
- 12.1.1. **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.
 - 12.1.2. **CONTRACT**
 - a. Owner will furnish copies of a Contract to the successful Bidder. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - b. The prepared documents should be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - c. The Owner will sign and date the Contract and prepare the appropriate documents for signature.
 - d. Upon approval and signature, the Owner will return one electronic copy to the successful Bidder.

13. INDEMNIFICATION

- 13.1. The Bidder shall indemnify and hold harmless the Owner from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owner for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owner.
- 13.2. In any and all claims against the Owner or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. LAWS

- 14.1. 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.
- 14.2. 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.
- 14.3. If there are any conflicts or inconsistencies between the Bidder's documents and the Owner's, the Owner's documents shall control.

15. TAX ASSESSMENT

- 15.1. Any solicitation for public improvement shall comply with Nebraska Revised Statute 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.

16. AFFIRMATIVE ACTION

- 16.1. The Owner provides equal opportunity for all Bidders and encourages minority businesses, women's businesses, and locally owned business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1. The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 17.2. 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.

18. INSURANCE

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

19. TAXES AND TAX EXEMPTION CERTIFICATE

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

20. AUDIT

- 20.1. 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.

21. E-VERIFY

- 21.1. 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.

Advertise 2 times
Friday, September 29, 2023
Friday, October 6, 2023

City of Lincoln/Lancaster County
Purchasing Division

NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **2:00 pm, Friday, October 13, 2023** for providing the following:

Follow Spot
Pinnacle Bank Arena
Bid No. 23-236

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

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

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 Douglas Equipment, for an amount not to exceed \$77,802.90, for the purchase of double-wide
6 refrigerators for the Pinnacle Bank Arena, pursuant to Bid No. 23-260, and the Chairperson is
7 authorized to approve and execute minor amendments and change orders thereto.

Adopted this _____ day of January, 2024.

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



400 PINNACLE ARENA DRIVE
LINCOLN, NE 68508

AWARD RECOMMENDATION

Pinnacle Bank Arena has reviewed the bid responses for 23-260 and made the following determination:

Douglas Equipment is the lowest responsible, responsive Bidder meeting all requirements as outlined in the bid documents and Ebid, therefore Pinnacle Bank Arena recommends that Line Items 2 – Double-Wide Rear Loaded Refrigerated Merchandisers, Qty (14) be awarded to Douglas Equipment in the amount of \$77,802.90.

Line item #1 will not be awarded as Pinnacle Bank Arena has chosen to go with Double-Wide Rear Loaded Refrigerated Merchandisers.

A handwritten signature in black ink, appearing to read 'Ryan Weiss', is positioned above the printed name and title.

Ryan Weiss
Director of Operations
Pinnacle Bank Arena



23-260 Addendum 1 Douglas Equipment Douglas Food Stores, Inc. Supplier Response

Event Information

Number: 23-260 Addendum 1
Title: Double-Wide Refrigerator Merchandisers
Type: Notice to Bidders
Issue Date: 10/18/2023
Deadline: 11/1/2023 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

Douglas Equipment Information

Contact: Rebecca Bergin
Address: 301 North Street
Bluefield, WV 24701
Phone: (304) 327-0149 x1323
Fax: (304) 325-3848
Toll Free: (800) 962-8618
Email: rebecca@dougleasequipment.us
Web Address: www.dougleasequipment.us

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

Shane Poore

Signature

Submitted at 11/1/2023 11:12:32 AM (CT)

shane@dougleasequipment.us

Email

Response Attachments

52422__City_of_Lincoln_NE_.pdf

Quote with Spec Sheets

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 manufacturing and model number information to both bid lines.

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

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

4	Specifications I acknowledge reading and understanding the specifications. <input checked="" type="checkbox"/> Yes
5	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. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">shane@douglasequipment.us</div>
6	Pricing Net costs of all goods and services requested and all bids shall include all transportation FOB destination and inside delivery. The contract unit prices shall remain fixed for the first year of the contract. After the initial one-year period, any request for an increase must be submitted in writing to the Purchasing Department a minimum of 90 days prior to the end of the current contract period with the request on company letterhead with an authorized signature and documentation for such increase. The City reserves the right to deny any requested price increase. No price increases are to be billed to the Department prior to written amendment of the contract by the parties. The City will be given full proportionate benefit of any decreases for the term of the contract. <input checked="" type="checkbox"/> Yes
7	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
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. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">30</div>
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	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
11	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

1	2	Recycling of Corrugated Cardboard I acknowledge and accept that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors shall haul any recyclable material directly to any of the three processor facilities which are currently operating in the City of Lincoln, or they can use a recycled material hauler for curbside collection at their place of business. Vendors are also encouraged to recycle any other approved materials used, or removed, from a City or County jobsite. Go to - https://www.lincoln.ne.gov/City/Departments/LTU/Utilities/Solid-Waste-Management/Recycling for more information on City of Lincoln recycling programs. <input checked="" type="checkbox"/> Yes
----------	----------	---

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. <div style="border: 1px solid black; padding: 2px;">Agree</div>
----------	----------	--

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.) <input checked="" type="checkbox"/> Yes
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Bid Lines

1	Double-Wide Front Loaded Refrigerated Merchandisers Quantity: <u>10</u> UOM: <u>EA</u> Unit Price: <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$3,403.54</div> Total: <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$34,035.40</div> Manufacturer: <div style="border: 1px solid black; padding: 2px; display: inline-block;">Everest Refrigeration</div> Manufacturer #: <div style="border: 1px solid black; padding: 2px; display: inline-block;">EMGR48B, 53.125 Inch or equivalent</div> Item Notes: <u>Black Double Sliding Glass Door Merchandiser Refrigerator, 48 Cubic Feet</u> Item Attributes 1. Manufactuer and Model Please provide manufacturer and model of product bidding. <div style="border: 1px solid black; padding: 2px; display: inline-block;">Everest Refrigeration Model No. EMGR48B</div> 2. Literature / Flyer I have attached to this bid literature and/or a flyer of the product bid in the Bid Response Attachment Section. <input checked="" type="checkbox"/> Yes
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2 Option 1: Double-Wide Rear Loaded Refrigerated Merchandisers

Quantity: 10 UOM: EA Unit Price: \$5,557.35 Total: \$55,573.50

Manufacturer: True Manufacturing

Manufacturer #: GDM-47RL-HC-LD or equivalent

Item Notes: 54 1/8" Black Refrigerated Rear Load Sliding Glass Door Merchandiser with LED Lighting

Item Attributes

1. Manufacturer and Model

Please provide manufacturer and model of product bidding.

True Model No. GDM-47RL-HC-LD

2. Literature / Flyer

I have attached to this bid literature and/or a flyer of the product bid in the Bid Response Attachment Section.

☒ Yes

Response Total: \$89,608.90




Quote


11/01/2023

Project:
52422 - City of Lincoln NE.

From:
Douglas Equipment
Shane Poore
301 North St.
Bluefield , WV 24701-4048
304-327-0149
3043270149 (Contact)

*** These prices do **NOT** include any applicable state Sales Tax. ***

Item	Qty	Description	Sell	Sell Total
1	10 ea	REFRIGERATED MERCHANDISER	\$5,557.35	\$55,573.50
		 <p>True Mfg. - General Foodservice Model No. GDM-47RL-HC-LD Refrigerated Merchandiser, pass thru, two-section, (8) shelves, (2) front Low-E thermal glass sliding doors, (2) rear solid doors, LED interior lights, powder coated steel exterior, white aluminum interior with stainless steel floor, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 8.5 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA</p> <p>10 ea NOTE: Commonly stocked model in black exterior; verify availability with factory</p> <p>10 ea 7 year compressor warranty, 6 years parts warranty, 5 year labor warranty standard. Please visit www.truemfg.com for specifics standard</p> <p>10 ea Self-contained refrigeration standard</p> <p>10 ea Exterior: Black powder coated steel, standard</p> <p>10 ea Interior: White aluminum, with white shelving, standard</p> <p>10 ea Illuminated sign decal: S-TS-02 "TRUE Stripe" graphic, standard</p> <p>Lead time is 12 weeks</p>		
			ITEM TOTAL:	\$55,573.50
3	10 ea	REFRIGERATED MERCHANDISER	\$3,403.54	\$34,035.40

Item	Qty	Description	Sell	Sell Total
		Everest Refrigeration Model No. EMGR48B		
		Reach-In Glass Door Merchandiser Refrigerator, two-section, 53-1/8"W, 48.0 cu. ft. capacity, (448) 20 oz. bottle capacity, self-contained bottom mounted refrigeration, (2) sliding glass self-closing doors, (8) epoxy coated wire shelves, height adjustable clips, digital controls with LED display, auto defrost, LED interior lighting with on/off switch, double-pane glass, black coated steel exterior, white coated steel interior, stainless steel floor, (4) adjustable screw legs, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 6.0 amps, cord, NEMA 5-15P, NSF, cETLus, ETL-Sanitation		
	10 ea	Parts and labor: 3 years from ship date		
	10 ea	Electrical components: 5 years from ship date		
	10 ea	Compressor: 10 years from ship date		
			ITEM TOTAL:	\$34,035.40
			Total	\$89,608.90

-BID ALL OR NOTHING

-PRICING VALID FOR 30 DAYS

-PLEASE ADD 3% FOR CREDIT CARD PURCHASES

-DOES NOT INCLUDE STATE SALES TAX WHERE APPLICABLE

-SHIPPING INCLUDED BASED OFF OF THE QUANTITY AND LOCATION REQUESTED.

IF ORDER REFLECTS A DIFFERENT QUANTITY OR LOCATION,

PRICE IS SUBJECT TO CHANGE AT CUSTOMERS EXPENSE.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$89,608.90

I called and they
agree to hold pricing to
WHJPA meeting and
it is NOT an all or nothing
bid.

Smuelaw
11/7/2023

Qty changed from 10 to 14.

Initial: _____



TRUE MANUFACTURING CO., INC.
U.S.A. FOODSERVICE DIVISION

2001 East Terra Lane • O'Fallon, Missouri 63366-4434 • (636)240-2400
Fax (636)272-2408 • Toll Free (800)325-6152 • Int'l Fax# (001)636-272-7546
Parts Dept. (800)424-TRUE • Parts Dept. Fax# (636)272-9471 • www.truemfg.com

Project Name: _____

Location: _____

Item #: _____ Qty: _____

Model #: _____

AIA #

SIS #

Model:

GDM-47RL-HC-LD

Glass Door Merchandiser:

Slide Door Rear Load Refrigerator with with Hydrocarbon Refrigerant & LED Lighting



GDM-47RL-HC-LD

- ▶ The world's #1 manufacturer of glass door merchandisers.
- ▶ Factory engineered, self-contained, capillary tube system using environmentally friendly R290 hydro carbon refrigerant that has zero (0) ozone depletion potential (ODP), & three (3) global warming potential (GWP).
- ▶ High capacity, factory balanced, refrigeration system holds 33°F to 38°F (.5°C to 3.3°C) for best food preservation in extreme conditions.
- ▶ Exterior - non-peel or chip black powder coated cold rolled steel; durable and permanent.
- ▶ Interior - attractive, NSF approved, white aluminum interior liner with stainless steel floor.
- ▶ Front doors - self closing slide doors. Counter-balanced weight system for smooth, even, positive closing.
- ▶ Rear doors - self-closing solid swing doors. Positive seal, torsion type closure system.
- ▶ "Low-E", double pane thermal insulated glass door assemblies with mitered plastic channel frames. The latest in energy efficient technology.
- ▶ LED interior lighting provides more even lighting throughout the cabinet. Safety shielded.
- ▶ Entire cabinet structure is foamed-in-place using a high density, polyurethane insulation that has zero ozone depletion potential (ODP) and zero global warming potential (GWP).

Bottom mounted units feature

- ▶ "No stoop" lower shelf to maximize product visibility.
- ▶ Storage on top of cabinet.
- ▶ Easily accessible condenser coil for cleaning.

ROUGH-IN DATA

Specifications subject to change without notice.
Chart dimensions rounded up to the nearest 1/8" (millimeters rounded up to next whole number).

Model	Doors	Shelves	Cabinet Dimensions (inches) (mm)			HP	Voltage	Amps	NEMA Config.	Cord Length (total ft.) (total m)	Crated Weight (lbs.) (kg)
			W	D†	H						
GDM-47RL-HC-LD	2 fr / 2 bk	8	54 1/8 1375	32 1/8 816	78 3/8 1998	1/2 N/A	115/60/1	8.5 N/A	5-15P	9 2.74	535 243

† Depth does not include 3/8" (10 mm) for front door handles. Rear doors are solid/swing with recessed handles.



6/20

Printed in U.S.A.

APPROVALS:

AVAILABLE AT:

Model:

GDM-47RL-HC-LD**Glass Door Merchandiser:***Slide Door Rear Load Refrigerator with Hydrocarbon Refrigerant & LED Lighting***true**®**STANDARD FEATURES****DESIGN**

- True's commitment to using the highest quality materials and oversized refrigeration systems provides the user with colder product temperatures, and lower utility costs in an attractive merchandiser that brilliantly displays packaged food and beverages.

REFRIGERATION SYSTEM

- Factory engineered, self-contained, capillary tube system using environmentally friendly R290 hydrocarbon refrigerant that has zero (0) ozone depletion potential (ODP), & three (3) global warming potential (GWP).
- High capacity, factory balanced refrigeration system that maintains cabinet temperatures of 33°F to 38°F (5°C to 3.3°C) for the best in food preservation.
- State of the art, electronically commutated evaporator and condenser fan motors. ECM motors operate at higher peak efficiencies and move a more consistent volume of air which produces less heat, reduces energy consumption and provides greater motor reliability.
- Bottom mounted condensing unit positioned for easy maintenance. "No stoop" lower shelf maximizes visibility by raising merchandised product to higher level.

CABINET CONSTRUCTION

- Exterior - non-peel or chip black powder coated cold rolled steel; durable and permanent.
- Interior - attractive, NSF approved, white aluminum liner with stainless steel floor.
- Insulation - entire cabinet structure is foamed-in-place using a high density, polyurethane insulation that has zero ozone depletion potential (ODP) and zero global warming potential (GWP).

- Welded, heavy duty steel frame rail, black powder coated for corrosion protection.
- Frame rail fitted with leg levelers.
- Illuminated exterior sign panel. Variety of sign options available.

DOORS

- Front doors - "Low-E", double pane thermal insulated glass door assemblies with mitered plastic channel frames. The latest in energy efficient technology.
- Each front door fitted with 12" (305 mm) long handle.
- Front door - self closing slide doors. Counter-balanced weight system for smooth, even, positive closing.
- Rear door - self closing solid swing doors. Positive seal, torsion type closure system.
- Rear doors - magnetic door gaskets of one piece construction, removable without tools for ease of cleaning.

SHELVING

- Eight (8) adjustable, heavy duty PVC coated wire shelves 24 7/8" L x 20 9/16" D (621 mm x 523 mm). Four (4) chrome plated shelf clips included per shelf.
- Shelf support pilasters made of same material as cabinet interior; shelves are adjustable on 1/2" (13 mm) increments.

LIGHTING

- LED interior lighting provides more even lighting throughout the cabinet. Safety shielded.

MODEL FEATURES

- Evaporator is epoxy coated to eliminate the potential of corrosion.
- See our website www.truemfg.com for latest color and sign offerings.

- Convenient clean-out drain built in cabinet floor.
- Listed under NSF/ANSI Standard 7 for the storage and/or display of packaged or bottled product.

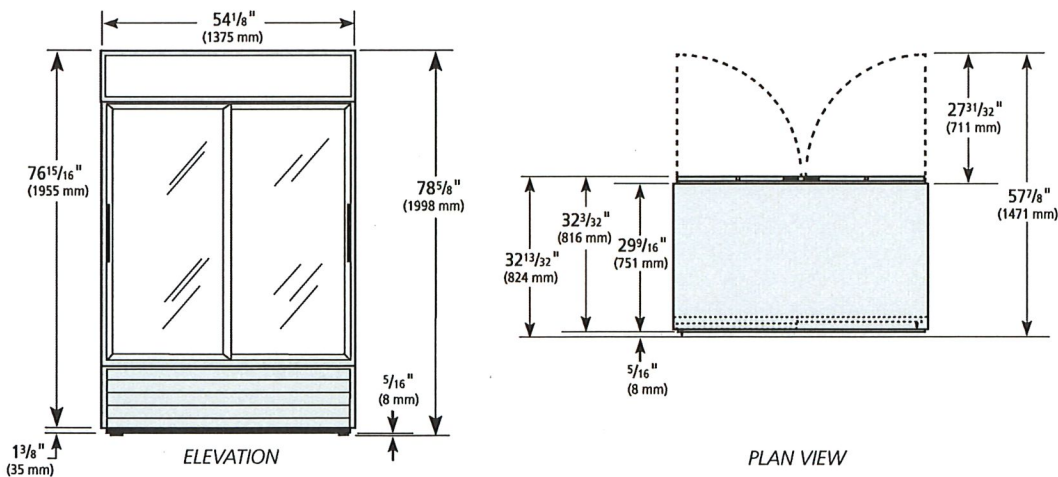
ELECTRICAL

- Unit completely pre-wired at factory and ready for final connection to a 115/60/1 phase, 15 amp dedicated outlet. Cord and plug set included.

115/60/1
NEMA-5-15R**OPTIONAL FEATURES/ACCESSORIES**

Upcharge and lead times may apply.

- ☐ White exterior.
- ☐ Stainless steel exterior.
- ☐ Black aluminum interior liner with black shelving.
- ☐ Stainless steel interior liner.
- ☐ 6" (153 mm) standard legs.
- ☐ 6" (153 mm) seismic/flanged legs.
- ☐ 2 1/2" (64 mm) diameter castors.
- ☐ 4" (102 mm) diameter castors.
- ☐ Red wine thermostat.
- ☐ White wine thermostat.
- ☐ Chocolate thermostat.
- ☐ Barrel lock (factory installed/front doors only).
- ☐ Ratchet locks (front doors only).
- ☐ Wine racks.
- ☐ Additional shelves.
- ☐ TrueFlex/TrueTrac gravity feed organizers.

PLAN VIEWMETRIC DIMENSIONS ROUNDED UP TO THE
NEAREST WHOLE MILLIMETERSPECIFICATIONS SUBJECT TO CHANGE
WITHOUT NOTICE

Model	Elevation	Right	Plan	3D	Back
GDM-47RL-HC-LD	TFAY04E	TFAY13S	TFAY13P	TFAY133	

TRUE MANUFACTURING CO., INC.2001 East Terra Lane • O'Fallon, Missouri 63366-4434 • (636)240-2400 • Fax (636)272-2408 • Toll Free (800)325-6152 • Intl. Fax# (001)636-272-7546 • www.truemfg.com



GLASS DOOR MERCHANDISER REFRIGERATOR SLIDING DOORS

Project Name: _____

Project Location: _____

Model #: _____ Quantity: _____

Available Warehouse: _____

EM Series**Model: EMGR48B**

Refrigeration System

- Bottom mounted, self-contained and fully detachable Blizzard R290 condensing unit uses environmentally friendly, EPA-compliant R290 refrigerant with zero (0) Ozone Depletion Potential (ODP) and three (3) Global Warming Potential (GWP). Blizzard R290 is easily replaceable and requires no on-site brazing.
- Electronically commutated (ECM) fan motors achieve rapid cooling with less energy consumption.
- Full-length air duct ensures optimal cold air distribution.
- Air circulation guard keeps floor vents from obstruction.
- Time-initiated and temperature-terminated auto defrost cycle for seamless operation.
- Large capacity, corrosion-resistant condenser and evaporator coils.
- Self-maintaining, energy-efficient condensate drain pan requires no external drains or electric heaters.
- High performance, auto-reverse condenser fan motor supports compressor ventilation and condenser coil cleaning.
- Pre-wired and ready to plug, 115V/60Hz/1Ph, NEMA 5-15P.

Cabinet Construction

- Heavy duty black coated steel exterior and white coated steel interior.
- Open spaced interior with no walls between compartments.
- Stainless steel floor interior has rounded corners and detachable drain plug for ease of cleaning.
- 2.5" thick high density polyurethane insulation.
- Four height adjustable screw legs.

Lighting

- Shielded LED bar lighting with on/off switch provides bright, high color illumination at lower heat output.

Doors

- Low emissivity double glass panes reflect UV rays for efficient cooling.
- Black PVC door frames.
- Self-closing with heavy duty door bumpers for impact absorption.
- Removable doors and stainless steel door tracks make cleaning an easy process.
- Pre-installed locks keep your items safe from theft.

Shelving

- Four epoxy coated, steel wire shelves with airflow guard per section.
- Height adjustable stainless steel clips.

Temperature Control

- Multi-function digital controller with easy to read LED display.
- Factory preset temperature, 35°F. Temperature setting range from 33°F to 54°F.
- Audible overheat protection alarm for compressor and condenser coil.

Options

- Additional shelving.
- 5" or 3" swivel casters with locks on front set.
- 3.5" – 6" height-adjustable and interchangeable legs.



Please visit our website for updated Energy Efficiency information

Ref/ Frz/Dual	Doors	Capacity		Shelves	Refrigerant	HP	Power V-Hz-Ph	Amps	Crated Weight	Exterior Dimensions		
		Cu. Ft.	20 oz. Bottles							L	D	H*
REF	2	48	448	8	R-290	1/2	115-60-1	6	533 lbs (242kg)	53.125" (1349mm)	30.75" (781mm)	80.125" (2035mm)

(†)Based on evaporating temperature of 23°F (-5°C) & condensing temperature of 131°F (55°C). (►) Product capacity is calculated based on standard industry figures. (✱) Reference plan view for clarification on caster/unit height. If dimensions and capacity are critical, please contact Everest Refrigeration. Blizzard R290 replacement is at the sole discretion of Everest Refrigeration. Specifications subject to change without notice.



GLASS DOOR MERCHANDISER REFRIGERATOR

SLIDING DOORS

EM Series

Model: EMGR48B

DIMENSIONAL DATA

External Dimensions	L	53.125" (1349mm)
	D	30.75" (781mm)
	H*	80.125" (2035mm)
Crated Weight		533 lbs. (242kg)
Doors/Drawers/Lids		2
Max Weight Support (LBS)		-

STORAGE DATA

Net Capacity Cu. Ft. ▶	48
Shelves	8
Barrels	-
20 oz. Bottles	448
12 oz. Bottles	-
12 oz. Cans	-
8" Mugs	-
# of Pans (Top)	-
# of Pans (Drawer)	-
Dividers	-
Trays	-

ELECTRICAL DATA

Voltage	115-60-1
Full Load Amperage	6A
Feed Wires with Ground	3
Cord Length	9ft
NEMA Plug Type	(i) NEMA 5-15P

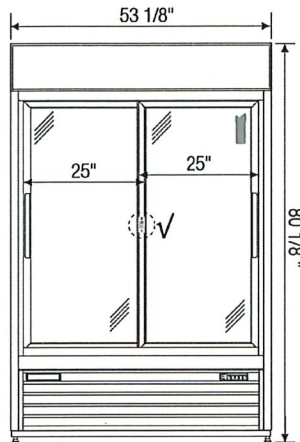
REFRIGERATION DATA

Compressor Mounting	Bottom
Refrigerant	R-290
Compressor HP	1/2
BTU/HR †	N/A

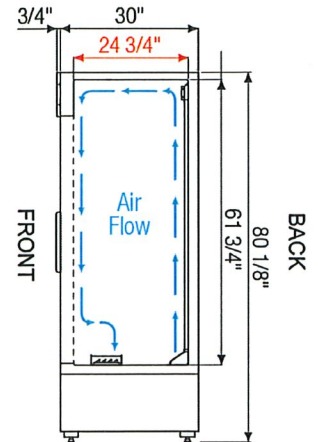
KEY

D	Door	R	Refrigerator
L	Lid	REF	Refrigerator
H	Half Door	F	Freezer
FD	Full Door	FRZ	Freezer
SD	Solid Door	DUAL	REF/FRZ Combo
GD	Glass Door	DR	Drawer

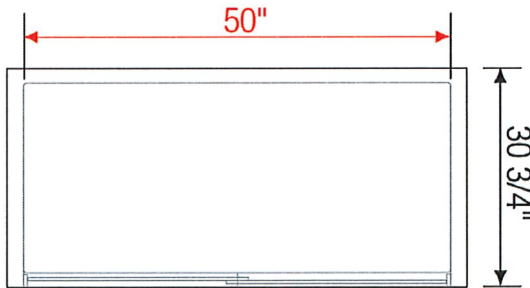
PLAN VIEW



FRONT



SIDE



TOP

ACCESSORIES & OPTIONS

Part Number	Description
Additional Shelving	Contact Everest Refrigeration for more information.
AJL03-00	Interchangeable Leg for Caster (Optional)
CASA3-01	3" Overall Height Caster Assembly - (2) Front (2) Rear
CASA5-01	5" Overall Height Caster Assembly - (2) Front (2) Rear

	Elevation	Right	Plan	3D	Back

(†)Based on evaporating temperature of 23°F (-5°C) & condensing temperature of 131°F (55°C). (▶) Product capacity is calculated based on standard industry figures. (✱) Reference plan view for clarification on caster/unit height. If dimensions and capacity are critical, please contact Everest Refrigeration. Blizzard R290 replacement is at the sole discretion of Everest Refrigeration. Specifications subject to change without notice.

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 Hamilton Equipment Co., for an amount not to exceed \$76,715.00, for the purchase of a utility
6 work vehicle for the Pinnacle Bank Arena, pursuant to Bid No. 23-279, and the Chairperson is
7 authorized to approve and execute minor amendments and change orders thereto.

Adopted this _____ day of January, 2024.

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



23-279

Hamilton Equipment Co Supplier Response

Event Information

Number: 23-279
Title: Utility Work Vehicle for Pinnacle Bank Arena
Type: Notice to Bidders
Issue Date: 11/3/2023
Deadline: 11/17/2023 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

Hamilton Equipment Co Information

Contact: Brian Motschenbacher
Address: 8801 Highway 6
Lincoln, NE 68507
Phone: (402) 464-6381
Fax: (402) 464-5989
Email: brian@hamiltonequipmentco.com
Web Address: hamiltonequipmentco.com

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

Brian Motschenbacher

Signature

Submitted at 11/15/2023 01:19:40 PM (CT)

brian@hamiltonequipmentco.com

Email

Response Attachments

Tool Cat.pdf

Tool Cat Brochure

Tool Cat Warranty.pdf

Tool Cat Warranty

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 Bid Documents

I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.

☒ Yes

4 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.

Brian Motschenbacher / brian@hamiltonequipmentco.com / 402 464-6381

5 Solicitation Notification

How did you learn about this solicitation?

Ebid/Ionwave

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. <input checked="" type="checkbox"/> Yes

7	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. <div>Utility Work Vehicle and Bucket 90 Days / V-Blade 90 to 120 Days</div>

8	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. <div>Yes</div>

9	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	Utility Work Vehicle
	Quantity: <u>1</u> UOM: <u>EA</u> Unit Price: <div>\$68,525.00</div> Total: <div>\$68,525.00</div>
	Manufacturer: <div>Bobcat or equivalent</div>
	Manufacturer #: <div>UW56</div>
	Item Notes: <div>For snow removal</div>
	Item Attributes
	1. Manufacturer and Model
	Please provide manufacturer and model bidding.
	<div>Bobcat UW56 (2024)</div>

2 68" Heavy Duty BucketQuantity: 1 UOM: EA Unit Price: Total: Manufacturer: Manufacturer #: Item Notes: Includes: Cutting Bolt-On Corner Cutting Edge Kit
Bolt-On Edge, 68"**Item Attributes****1. Manufacturer and Model**

Please provide manufacturer and model bidding.

3 68" Snow V-BladeQuantity: 1 UOM: EA Unit Price: Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer and Model**

Please provide manufacturer and model bidding.

Alternate 1Bobcat 68" Angle BroomQuantity: 1 UOM: EA Unit Price: Total: Manufacturer: Manufacturer #: **Item Attributes****1. Manufacturer and Model**

Please provide manufacturer and model bidding.

Response Total: \$76,715.00



Bobcat®

**Toolcat Utility
Work Machines**
UW53, UW56



***One Tough
Animal®***

THE RIGHT TOOL FOR ANY JOB

With the best features of an entire fleet of equipment, this one-of-a-kind, do-it-all machine is in a league of its own.



PICKUP TRUCK

A pickup can transport passengers, haul cargo and tow a trailer. The Toolcat™ UW56 does that and more. With towing and cargo box capacities comparable to most half-ton pickups, a hydraulic dump cargo box that unloads easily, and a lift arm that utilizes more than 45 easy-to-change attachments, your machine does the work – not you.

COMPACT TRACTOR

A compact tractor and a Toolcat utility work machine can both get the job done, but only one can bring everything you need for the job. Toolcat utility work machines can bring a co-worker, tools and supplies to the jobsite and operate more than 45 front-mounted attachments. The UW53 is also equipped with a 3-point hitch, PTO and one set of rear remote hydraulics for use with Category 1 implements.

SKID-STEER LOADER

A skid-steer loader, with its numerous attachments and compact size, can do hundreds of jobs. Versatile as it is, it still can't haul material, tow a trailer or carry a passenger. With dozens of interchangeable attachments and great maneuverability, the Toolcat utility work machines have two of the best features of a skid-steer, plus room for a passenger, towing capabilities and a top travel speed of 16.5 mph.



UTILITY VEHICLE

A utility vehicle is a maneuverable way to get a co-worker, materials and supplies around the jobsite. They typically have an approximate 1,000-pound payload capacity and 1,300-pound towing capacity – great for a vehicle. But the Toolcat utility work machine's 4,000-pound towing capacity, lift arm for loading material and running dozens of attachments, and 2,000-pound cargo box capacity on the UW56 will take your production to the next level.

When you've got plenty to do, versatility is essential. Why slow down to start up another machine? Why take up valuable space with equipment that only gets used occasionally? Why deal with the extra maintenance and costs of multiple machines if you only need one?

The Toolcat utility work machine does many of the jobs you'd do with a pickup truck, compact tractor, utility vehicle or attachment carrier, plus a whole lot more. Add the precise maneuverability of its all-wheel steer, and you have the most versatile worker in your fleet or on your estate.

ANY DAY. ANY JOB.

Maximize your production and return on investment by connecting your Toolcat utility work machine to one of more than 45 front-mounted attachments. Changes take less than a minute – so it's simple to mow in the morning, remove downed trees in the afternoon and dig post holes in the evening. It's an investment you can leverage a different way every day, all year round.

Want to make sure you get the most out of your machine? Purchase the attachments you regularly use, like a mower, so they're there when you need them. For one-time projects, rent the attachments you need, like a stump grinder, from your local Bobcat dealer.

The Toolcat utility work machines have additional features not found in other types of equipment that help increase attachment productivity – so you can get more done in a day:

- Lift arm float
- Horsepower management
- Hydrostatic drive
- Variable flow hydraulics
- Fingertip auxiliary control
- Drive response
- Dual-direction detent
- Cruise control
- High-flow hydraulics
- Attachment control kit

One person can change attachments in less than a minute. With the standard Bob-Tach® attachment mounting system, attachment hookup is quick and easy.

With the optional Power Bob-Tach system, you can change non-hydraulic attachments without leaving the comfort of your cab. Just line up the attachment and flip the switch.





Joystick and Attachment Control Kit

Command the attachment and make on-the-fly adjustments with a simple-to-operate joystick and effortless fingertip auxiliary control. Secondary attachment functions, like angle adjustments on the broom, blade or soil conditioner, are at your fingertips with the optional attachment control kit.

Pressure Relief Quick Couplers

This unique design releases trapped line pressure and provides easier hydraulic attachment hookup.

Optional High-Flow Hydraulics

With optional high-flow hydraulics, you can maintain torque and attachment speed under a heavy load. You'll notice the difference on tough jobs requiring high power, like stump grinding, blowing snow and digging postholes.

Speed Management

Set your engine speed to the optimal setting for the attachment that you're operating, then dial in your desired travel speed. Speed management is helpful for operating attachments that require a slow and consistent travel speed while maintaining high engine speeds, such as a soil conditioner or snowblower. Use speed management to set the maximum travel speed at full stroke of the accelerator pedal. New to the Toolcat utility work machine lineup.

Prove yourself on the job with these Bobcat attachments:

3-point hitch adapter	Pallet fork, standard
Angle broom	Rock bucket
Auger	Salt/sand spreader
Bale fork	Scraper
Box blade	Seeder
Brushcat™ rotary cutter	Snow blade
Bucket	Snowblower
Chipper	Snow pusher
Combination bucket	Snow v-blade
Dozer blade	Sod layer
Dumping hopper	Soil conditioner
Flail cutter	Spreader
Grader	Stump grinder
Grapple, industrial	Sweeper
Grapple, utility	Tiller
Landplane	Tilt-Tatch™ device
Landscape rake	Trencher
Mower	Utility fork
Pallet fork, hydraulic	

VERSATILITY

UW53



Bobcat

4x4

HEADS OR TAILS ... **YOU WIN.**

With the ability to use front-mounted attachments and rear-mounted implements, buildings and grounds crews, landscapers, agriculture producers, property owners, and others can reduce the time spent stopping to change attachments and get more done in less time.

Like the UW56, the Toolcat UW53 is also a compact loader and attachment carrier, with a front lift arm that has a rated operating capacity (ROC) of 1,500 pounds. The 3-point hitch and PTO on the UW53 increase your productivity even more; you can buy, rent or use existing Category 1 3-point implements up to 1,775 pounds to do hundreds of different tasks. One pair of rear remote hydraulics comes standard for adjusting and controlling individual implement functions.





With the right combination of attachments and implements, you can complete a single job – like preparing a food plot – in a single afternoon. The only reason to leave the controls of your Toolcat UW53 is to switch your attachments.

VERSATILITY



YOU'RE THE MASTER OF ALL TRADES.

Many standard features are designed to give you the most flexibility for the work you do. Two cargo bins accommodate tools and supplies for the job – up to 50 pounds each. A standard 2-inch receiver hitch allows for a wide variety of towing and transport possibilities. Even the raised cooling package gives you more cooling efficiency for heavy-duty jobs. Plus, the UW53 has all of the front-mounted attachment capabilities and the same comfortable cab as the Toolcat UW56. With the right combinations of complementary attachments and implements, you can switch instantly from one job to the next – or complete two tasks in one pass.

ATTACHMENTS AND IMPLEMENTS

Use the standard 3-point hitch on your Toolcat UW53 to hook up your Category 1 implements and maintain the ability to carry front-mounted attachments on the Toolcat lift arm.

3-POINT HITCH DEPTH INDICATOR

Easily position your implement for the best possible performance. If uneven terrain threatens to slow down your work, the mechanical float feature maintains constant contact with the ground for reliable implement performance when traveling across bumps and dips.

REAR REMOTE HYDRAULICS

Rear remote hydraulics increase capabilities to the rear of the UW53. One pair comes standard on all machines.

SIMPLE, IN-CAB ACTIVATION AND CONTROLS

You control the PTO and rear remote hydraulics with easy-to-reach, easy-to-use cab-mounted switches. Raise and lower the 3-point hitch with a simple in-cab lever for easy operation.

5-INCH DIGITAL DISPLAY

Use the 5-inch display to continuously monitor the rpm of the PTO and engine, as well as fuel level, fault codes, and video display for the optional rear camera.

REAR PTO

The UW53's PTO is simply activated with a switch in the cab, and it powers your rear-mounted, PTO-powered implements: mowers, augers, tillers and more.



USE A VARIETY OF 3-POINT IMPLEMENTS WITH THE TOOLCAT UW53:

Angle blade	Rotary cutter
Auger	Seeder
Box blade	Tiller
Finish mower	Tine rake



SOLID FOOTING FOR ANY TASK

The Toolcat utility work machines offer four-wheel independent suspension. Each wheel travels up and down independently, isolating the frame from changes in the terrain. This keeps the wheels in contact with the ground over bumps and through dips to increase traction. Compare a Toolcat machine to a tractor, other types of loaders and even utility vehicles. One of the first things you'll notice is the increase in comfort. It is hard to believe that a tough Toolcat utility work machine can deliver such a smooth ride. But four-wheel independent suspension doesn't just offer a great ride. With the Toolcat suspension, you can travel at higher speeds in greater comfort – and get the job done faster!



When traveling to and from your jobsite or around your ranch, the four-wheel independent suspension provides a comfortable ride – even at the top speed of 16.5 mph.

OPERATOR COMFORT

- Independent suspension absorbs changes in terrain, providing a more comfortable ride.
- Increased wheel-to-ground contact reduces bounce and vibration.
- Long wheelbase lessens the impact of bumps and dips and evenly distributes the weight of the machine.

BETTER ATTACHMENT PERFORMANCE

- Frame is isolated from the wheels, lessening movement of the attachment in bumpy terrain.
- Applications that demand steady contact with the ground, such as mowing and snow removal, are more productive.
- Spillage and vibration are reduced when carrying materials.

SUPERIOR LIFTING AND CARRYING

When maximum lift or payload capacity is reached, suspension stops provide the support needed in the front and rear of the machine to deliver the lift-and-carry performance expected.

A-Frame Control Arms Each wheel travels up and down independently of each other and the frame – isolating the machine from changes in the terrain to improve ride and attachment performance.

Suspension Coil A coil spring at each wheel compresses and expands to help absorb and control up-and-down movement and maximize wheel-to-ground contact and traction.

Shock Front and rear shocks absorb vibrations and help provide a smooth, comfortable ride.

Suspension Stop Rubber stops provide support at maximum lift or payload capacity.



MAXIMUM TRACTION. MINIMAL DISTURBANCE.

Snow, ice, loose gravel or dirt ... bring 'em on. They can't slow you down in the Toolcat utility work machine.

MAXIMIZE TRACTION WITH NEW, ADVANCED HYDROSTATIC TRACTION CONTROL (HTC).

The Toolcat HTC drive system automatically manages the torque split between the high-traction and low-traction tires. If one wheel loses tractive effort, HTC ensures the wheel with the most traction receives the most torque – without the need to engage any locks, buttons or levers.

For the ultimate in off-road traction, an optional enhanced HTC system selectively pulses the brake on low-traction tires, preventing wheel spin and mechanically forcing torque to the tires with the most traction automatically.

DRAMATICALLY REDUCE GROUND DISTURBANCE.

Many four-wheel drive systems utilize locking differentials which cause “binding” and turf damage when turning. HTC eliminates this four-wheel drive characteristic from the Toolcat drivetrain, minimizing turf tear-out when working on grass. Together with its four-wheel drive and all-wheel steering, the Toolcat drivetrain provides the perfect balance of excellent traction, smooth turning, minimized tire wear and outstanding turf protection.

POWER THROUGH YOUR TOUGHEST JOBS WITH HORSEPOWER MANAGEMENT.

During an uphill climb, or when you dig into a pile, Bobcat® horsepower management sustains engine rpm and maintains optimum attachment performance.

THAT'S NOT ALL.

Other features to maximize traction and maneuverability:

- Hydrostatic drive
- Hydrostatic braking system
- Cruise control
- Shift-on-the-fly 2-Speed option



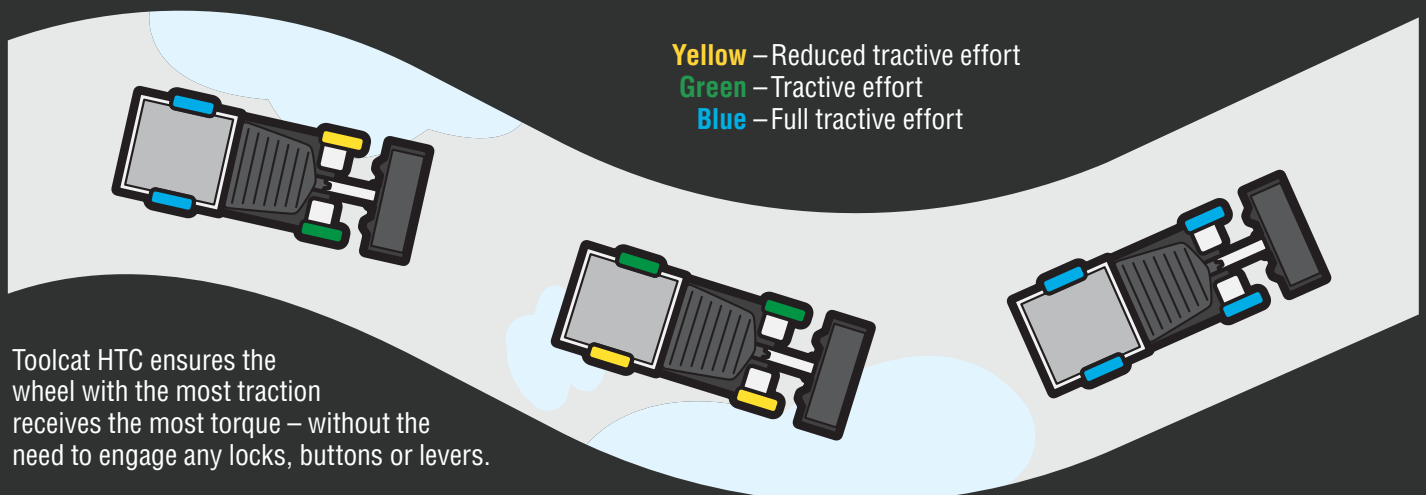
Hydrostatic traction control works with 4WD and all-wheel steer to minimize turf damage or loss of traction in soft ground conditions.





TWO DRIVE MODES

The latest drive response system provides two drive modes for the best combination of speed, torque and performance for the task.



PERFORMANCE

Turn around in smaller spaces without backing up to save time and reduce damage to grass and marks on pavement.



WORK CIRCLES AROUND A TIGHT JOB.

Precise, responsive all-wheel steering makes the Toolcat utility work machine extremely maneuverable and easy on turf. And with its hydraulic power steering, you have nearly effortless control.

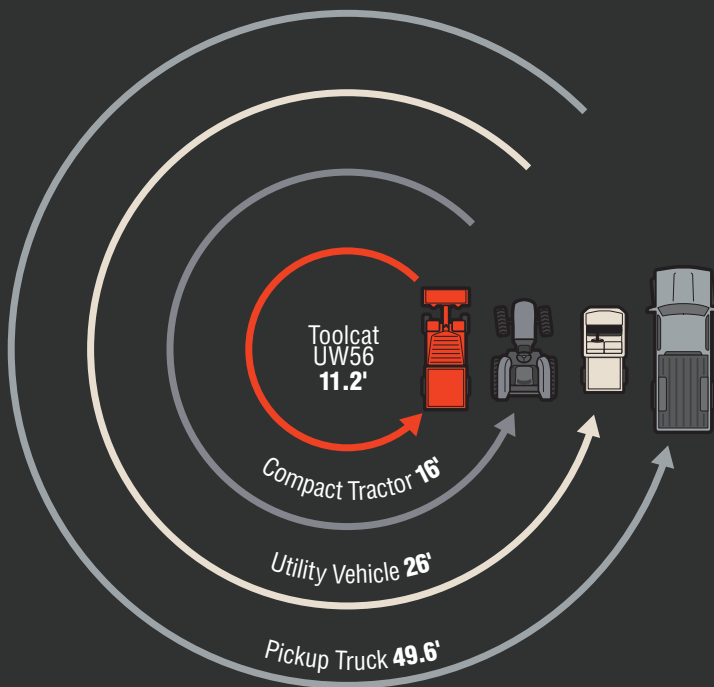
Front-wheel steer vehicles have a large turning radius that limits maneuverability in tight areas. They have to back up – often several times – to change direction or make the turn. Plus, the rear wheels skid through a tight turn and damage lawns or leave marks on driveways. With a Toolcat utility work machine, you can mow around trees, push snow around tight corners, maneuver through horse corrals and barn stalls, and turn in tight spaces without having to back up.

REDUCE GROUND DISTURBANCE WITH ALL-WHEEL STEER.

Each wheel of the Toolcat utility work machine moves separately through the turning arc and rolls smoothly through the turn. That means you won't have to spend time re-installing sod or planting grass after the job is done. Different tire options also offer increased ground protection with the right balance of traction. Using all-wheel steer is not recommended when operating 3-point implements on the UW53.

SWITCH TO FRONT-WHEEL STEER WHENEVER YOU NEED IT.

You can switch from all-wheel steer to front-wheel steer and back as the job requires. Make sure all four tires are straight using the wheel alignment indicators on the 5-inch display, then simply press a button to toggle between steering modes.



Even when it fits, it's often not worth the trouble to take a machine with limited maneuverability into confined working conditions. With a turning radius of 11.2 feet, the Toolcat utility work machine can do more in tight spaces.



Each wheel of the Toolcat utility work machine moves separately through the turning arc and rolls smoothly through the turn.



RUGGED ON THE OUTSIDE. METICULOUS ON THE INSIDE.

Even people without equipment experience are surprised to see how easy our equipment is to operate. Bobcat gives you the highest comfort levels in compact equipment, thanks to the careful design of our dash and comfort features. The panoramic cab offers a clear view of attachments and surroundings, and everything you need to do your work is cleanly laid out, within easy reach, and most importantly, simple to use. You'll also find a variety of creature comforts like a large storage tray, deep cup holders for tall beverages and a USB port to keep mobile devices charged and ready.



HYDRAULIC DUMP CARGO BOX

With the UW56's standard hydraulic dump cargo box, you can quickly unload brush and debris without even leaving the cab.

EASY ENTRY/EXIT

The wide, low door opening allows you to easily step in and out of the machine.

OPTIONAL RADIO SYSTEM

Take your favorite music and radio programming to the job.

IN-CAB 3-POINT HITCH CONTROL

A smooth, easy-to-reach lever in the cab raises and lowers the 3-point hitch on the UW53 and operates the hydraulic dump box on the UW56.

TRAVEL SELECTION LEVER

The travel selection lever makes changing travel directions a simple task: just forward and reverse; that's it!

ENCLOSED CAB WITH HEAT/AIR CONDITIONING

The fully enclosed cab with standard heat and air conditioning keeps you more comfortable during high heat or bitter cold. 360-degree adjustable vents provide maximum efficiency and defrosting capabilities. The system forces air distribution where it's needed most for a comfortable workday or night in any condition. The cab air filter provides cleaner air for extra comfort.



REAR CAMERA

The optional rear camera gives operators ideal visibility at the back of the machine for a variety of activities and tasks. With the UW56, you can choose your preferred mounting location: behind the cab for a better view of the cargo box and great dumping visibility, or a rear frame location for an unobstructed view behind the box that makes it easy to monitor ball hitch connections and towing.

JOYSTICK CONTROLS

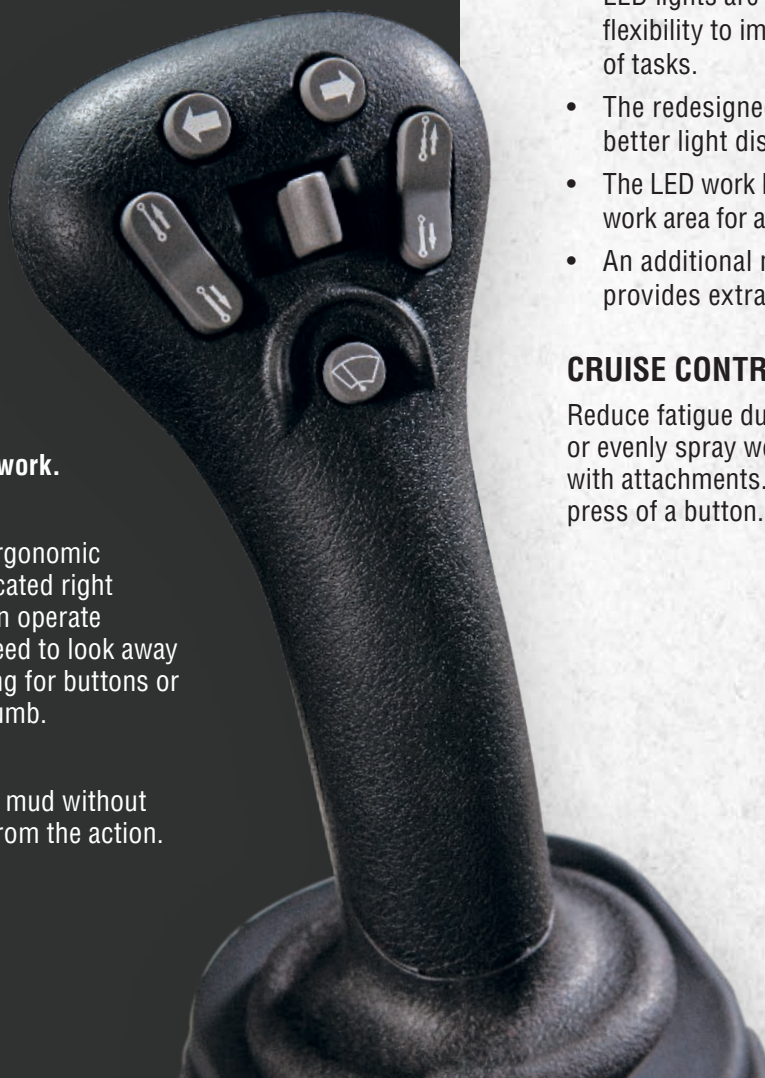
Let your fingertips do the work.

Attachment Controls

Convenient, intuitive and ergonomic attachment controls are located right on the joystick – so you can operate attachments without the need to look away from the work. No searching for buttons or switches. Just use your thumb.

Wiper Button

Clear away dust, water and mud without stopping or looking away from the action.



ERGONOMIC STEERING WHEEL

Take control of the job with a steering knob that allows you to navigate tight turns with one hand while using the joystick to control attachments.

INTEGRATED 5-INCH DISPLAY

This easy-to-read, easy-to-use display puts controls and information in the right place for easy access and operation.

REDESIGNED LIGHTING. REVOLUTIONIZED WORKING.

Gain optimal visibility in low-light working conditions and long-term durability.

- Embedded road lights are integrated within the front fenders for better protection and unobstructed illumination.
- LED lights increase light dispersion and intensity, improving productivity in the dark.
- LED lights are adjustable, allowing more flexibility to improve visibility for a variety of tasks.
- The redesigned rear work light is optimized for better light dispersion.
- The LED work light spreads light around the work area for added visibility in darkness or fog.
- An additional metal bracket on the brake lights provides extra protection.

CRUISE CONTROL

Reduce fatigue during long hours of operation, or evenly spray weeds and spread material with attachments. Adjust speed with the press of a button.

MORE UPTIME. LESS UPKEEP.

Thousands of people use Bobcat equipment to make their living and build their reputations – so the Toolcat utility work machines are engineered to meet the same standards as the rest of the Bobcat equipment lineup. Our machines are rigorously tested in a wide range of applications, including construction, agriculture, military and more.

Bobcat designs the durable Toolcat machines – both the UW56 and UW53 – with maintenance points that are easy to find and reach, because when upkeep is quick and easy, maintenance is more likely to get done. That means you'll get peak performance day in and day out for years to come.



KEYLESS START

Stop searching for missing keys and reduce the risk of theft or unauthorized use with keyless start.

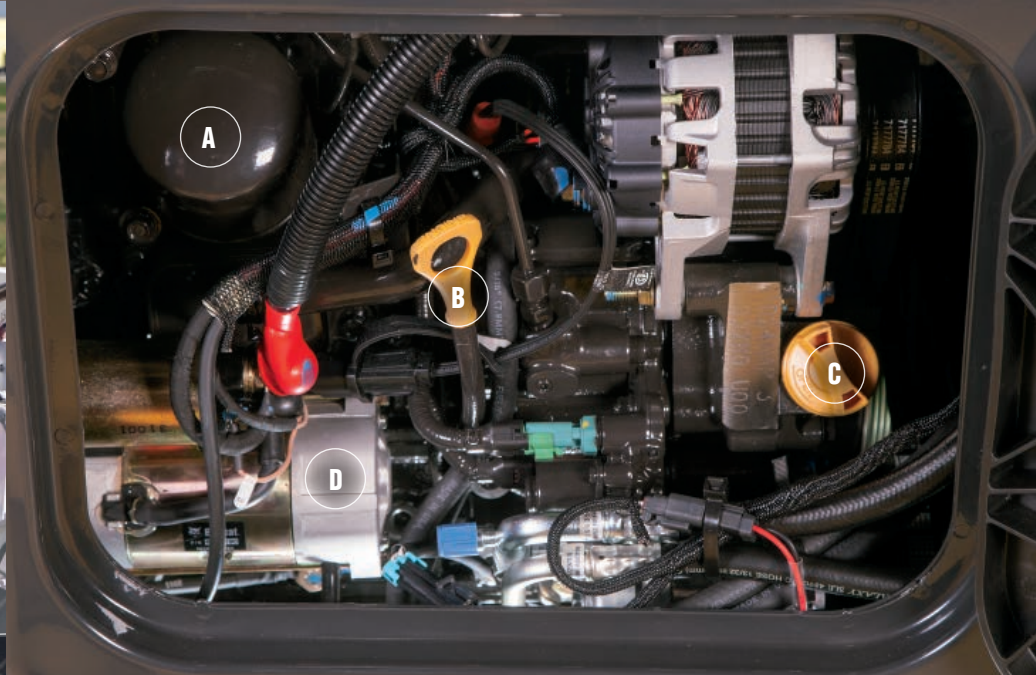
BATTERY RUNDOWN PROTECTION

Lights automatically shut off to prevent accidental battery discharge.



Under the cargo box:

- A** Air cleaner
- B** Radiator
- C** Quick release radiator screen
- D** Battery
- E** Coolant reservoir
- F** Windshield washer fluid reservoir
- G** Hydraulic oil fill
- H** Hydraulic oil sight gauge
- I** Hydraulic oil filters



Behind the side access panel:

- A** Engine oil filter
- B** Engine oil dipstick
- C** Engine oil fill
- D** Starter

MACHINE PROTECTION

Toolcat utility work machines monitor engine and hydraulic functions. If conditions risk damage to the engine or hydraulic components, the system will alert the operator and, if necessary, de-rate engine power as well as hydraulic flow. It still allows the operator to complete the job at hand or move the machine to another area for diagnosis.

RIGID SPINE FRAME

The innovative spine frame – the foundation of our engineering design – tackles the toughest jobs without twisting and provides excellent balance when lifting, digging, pushing heavy snow and traveling on uneven ground. Its design protects components from dirt, debris and foreign objects, as well as delivers easy access to routine maintenance items.

TOOL-FREE FUEL FILTER ACCESS

An easy-to-remove panel gives you quick access to the fuel filter. No tools necessary.

750-HOUR OIL CHANGE INTERVAL

An extended engine oil change interval of 750 hours allows you to do more work before stopping for regular maintenance.

SPECIFICATIONS



Model	UW53	UW56
Performance		
Rated Lift Capacity (lift arm)	1500 lb. (680 kg)	1500 lb. (680 kg)
Cargo Box Capacity	—	2000 lb. (907 kg)
Towing Capacity	4000 lb. (1814 kg)	4000 lb. (1814 kg)
3-Point Hitch Capacity (24 in. behind lift points)	1775 lb. (806 kg)	—
PTO Horsepower	25.0 hp (18.6 kW)	—
Storage Bin Capacity (each)	50 lb. (22 kg)	—
Machine Rated Capacity (combined weight of load on lift arm, cargo box load, operator and passenger)	2200 lb. (998 kg)	2200 lb. (998 kg)
Total Rated Capacity (combined weight of load on lift arm, cargo box load, operator and passenger, and tow weight if equipped with a hitch)	4200 lb. (1905 kg)	4200 lb. (1905 kg)
Travel Speeds		
Low Range	8.0 mph (12.9 km/hr.)	8.0 mph (12.9 km/hr.)
High Range	16.5 mph (26.5 km/hr.)	16.5 mph (26.5 km/hr.)
Reverse	8.0 mph (12.9 km/hr.)	8.0 mph (12.9 km/hr.)
Travel Speeds With Optional 29 x 10.5-15 Tires		
Low Range	8.5 mph (13.7 km/hr.)	8.5 mph (13.7 km/hr.)
High Range	17.5 mph (28.1 km/hr.)	17.5 mph (28.1 km/hr.)
Reverse	8.5 mph (13.7 km/hr.)	8.5 mph (13.7 km/hr.)
Dimensions		
Cab Height	81.0 in. (2057 mm)	81.0 in. (2057 mm)
Cab Height With Optional 29 x 10.5-15 Tires	82.0 in. (2083 mm)	82.0 in. (2083 mm)
Overall Length With Standard Bucket	181.0 in. (4597 kg)	172.1 in. (4372 mm)
Overall Width With Track Tires	60.0 in. (1524 mm)	60.0 in. (1524 mm)
Ground Clearance	8.0 in. (203 mm)	8.0 in. (203 mm)
Ground Clearance With Optional 29 x 10.5-15 Tires	9.0 in. (229 mm)	9.0 in. (229 mm)
Operating Weight	5710 lb. (2590 kg)	5680 lb. (2576 kg)
Outside Turning Diameter (AWS)	134.6 in. (3419 mm)	134.6 in. (3419 mm)
Lift Height	83.3 in. (2116 mm)	83.3 in. (2116 mm)
Lift Height With Optional 29 x 10.5-15 Tires	84.3 in. (2141 mm)	84.3 in. (2141 mm)
Engine		
Horsepower	61.0 hp (45.5 kW)	61.0 hp (45.5 kW)
Engine Type	Diesel	Diesel
Fuel Tank Capacity	20.0 gal. (76.0 L)	20.0 gal. (76.0 L)
Machine Protection Feature	Std	Std
Battery Rundown Protection	Std	Std
Horsepower Management	Std	Std



Model	UW53	UW56
Machine Features		
Comfort Features		
Cab With Heat and Air Conditioning	Std	Std
Cruise Control	Std	Std
Radio	Std	Opt
Driver's Side Suspension Seat	Opt	Opt
Floorboard Riser Kit	Opt	Opt
Intermittent Windshield Wipers	Std	Std
Step Kit	Opt	Opt
LED Front Work Lights	Std	Std
LED Rear Work Lights	Std	Opt
Road Light Kit	Std	Opt
Turn Signals/Flashers	Std	Opt
Performance Features		
Four-Wheel Drive	Std	Std
Four-Wheel Independent Suspension	Std	Std
Limited Slip Differentials	Std	Std
Traction Control	Std	Opt
2-Speed Transmission	Std	Std
Hydraulic Dump Cargo Box	—	Std
Rear Window Guard	—	Opt
2 in. Rear Receiver Hitch	Std	Std
PTO	Std	—
3-Point Hitch	Std	—
Rear Remote Hydraulics	Std	—
Machine Safety Features		
ROPS/FOPS Approved Cab Structure	Std	Std
Toolcat Interlock Control System (TICS™)	Std	Std
Back-up Alarm and Horn	Std	Opt
Keyless Start System	Std	Std
Features for Attachments		
Auxiliary Hydraulics	Std	Std
Hydraulic Standard Flow	18.8 gpm (71.0 L/min.)	18.8 gpm (71.0 L/min.)
Hydraulic High Flow	Std. 27.9 gpm (105.0 L/min.)	Opt. 27.9 gpm (105.0 L/min.)
Hydraulic Pressure	3000 psi (207 bar)	3000 psi (207 bar)
Power Bob-Tach Mounting System	Std	Opt
Pressure Release Hydraulic Quick Couplers	Std	Std
Fingertip Auxiliary Control	Std	Std
Attachment Control Kit	Std	Opt
Lift Arm Float Functionality	Std	Std
Dual-Direction Detent	Std	Std
Speed Management	Std	Std
Drive Response	Std	Std



The Toolcat UW56 offers over 6½ feet of lift height for loading or placing materials.

The Toolcat UW53 3-point hitch can utilize Bobcat implements – plus all of your Category 1 3-point hitch implements from other manufacturers.



Compact and agile, the Toolcat utility work machines achieve a tighter turning radius than most ATVs. All-wheel steer allows you to maneuver in tight spaces without having to reposition. Turn around trees and through tight corners, and get in and out of small barns and buildings.



B O B C A T T I M E L I N E



Compact
Wheel Loaders

1958



Skid-Steer
Loaders

1960



Bob-Tach
Mounting System

1970



Compact
Excavators

1986



Compact Track
Loaders

1999



Mini Track
Loaders

2001



Toolcat Utility
Work Machines

2003



First Utility Vehicle
with RapidLink

2006

50

Years

2008

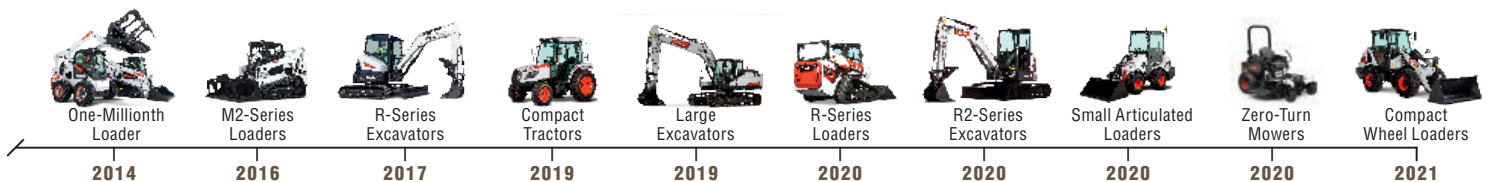


M-Series Compact
Excavators & Loaders

2009



h Animal®





YOU ARE ONE TOUGH ANIMAL.®

Everything we put into Bobcat equipment is designed to make more of whatever you bring to the job. Whether it's strength, versatility, speed or agility, it's built around you.

Certain specification(s) are based on engineering calculations and are not actual measurements. Specification(s) are provided for comparison purposes only and are subject to change without notice. Specification(s) for your individual Bobcat equipment will vary based on normal variations in design, manufacturing, operating conditions, and other factors.



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B-1829 (11/21)
EP-5M-1121-79434-F

Bobcat Company
250 East Beaton Drive • West Fargo, ND 58078

Bobcat.com



Bobcat®

One Tough Animal.



400 PINNACLE ARENA DRIVE
LINCOLN, NE 68508

AWARD RECOMMENDATION

Pinnacle Bank Arena has reviewed the bid responses for 23-279 and made the following determination:

Hamilton Equipment Co. is the lowest responsible, responsive Bidder meeting all requirements as outlined in the bid documents and Ebid; therefore Pinnacle Bank Arena recommends that Line Items 1, 2, & 3 for Utility Work Vehicle be awarded to Hamilton Equipment Co. in the amount of \$76,715.00.

Alternate Line item #1 will not be awarded as Pinnacle Bank Arena has chosen to go with 68" Heavy Bucket and Snow V-Blade.

A handwritten signature in blue ink, appearing to read "Ryan Weiss", with a large, stylized loop at the end.

Ryan Weiss
Director of Operations
Pinnacle Bank Arena

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, D
5 and D Communications First Wireless, Inc., for an amount not to exceed \$60,176.08, for the
6 purchase of portable handheld radios for the Pinnacle Bank Arena, pursuant to Bid No. 23-274,
7 and the Chairperson is authorized to approve and execute minor amendments and change orders
8 thereto.

Adopted this _____ day of January, 2024.

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 INFORMATION

Buyer/ AP Agent: Sharon Mulder Bid/Quote Number: 23-274

Bid Title/Description: Portable Handheld Radios - Pinnacle Bank Arena

AWARD & CONTRACT INFORMATION

P-Card Accepted ☐ Purchase Order ☒ Contract ☐ Renewal No. _____ Other: _____

	Vendor 1	Vendor 2	Vendor 3
Vendor Name	D & D Communications (Firstwireless Inc.)		
Line items awarded	Full Proposal		
Award/Renewal Amt. City	\$60,176.08		
Award/Renewal Amt. Co.			
Award/Renewal Amt. PBC			
Total Contract Amts	\$60,176.08		

Contract Type: One Time Purchase Contract Term _____ year(s) Contract Dates: _____

One-Time P/O: ☐ Req# _____ w/option to renew for _____ add'l _____ year term(s)

Desired Delivery/Project Completion Date: 5 days upon receipt of order

Authority: City ☐ Department Name & Contact: _____

County ☒ Department Name & Contact: Ryan Weiss, PBA

PBC ☐ Department Name & Contact: _____

Insurance ☐ Payment/Performance Bonds ☐ Form 13 ☒ Form 17 ☐ EO ☐ DO ☐ Resolution ☐ Ordinance ☐

Attachments to include: _____

Account Number: _____

Additional Instructions:

To Be Completed By Administrative Staff:

Contract prepared by: _____ Smart No. _____



400 PINNACLE ARENA DRIVE
LINCOLN, NE 68508

AWARD RECOMMENDATION

Pinnacle Bank Arena has reviewed the bid responses for 23-274 and made the following determination:

D and D Communications First Wireless Inc. is the lowest responsible, responsive Bidder meeting all requirements as outlined in the bid documents and Ebid, therefore Pinnacle Bank Arena recommends that the "Full Proposal" be awarded to D and D Communications First Wireless Inc. in the amount of \$60,176.08

A handwritten signature in black ink, appearing to read "Ryan Weiss", with a horizontal line extending from the end of the signature.

Ryan Weiss
Director Of Operations
Pinnacle Bank Arena

						Utility Communications, Inc.		D and D Communications (Firstwireless Inc.)		Bear Communications, Inc. (BearCom)	
						Total Price	\$58,866.00	Total Price	\$60,176.08	Total Price	\$64,394.01
Line #	Description	Mfgr	Mfgno	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Portable Handheld Radios - XPR 3500e, 403-845 MHZ, 4 Watt LKP, Wi- Fi Capable	Motorola	AAH02RD9VA1AN	68	EA	<u>\$694.00</u>	\$47,192.00	\$723.15	\$49,174.20	\$773.00	\$52,564.00
2	Portable Handheld Radios - Programming	Motorola		68	EA	\$20.00	\$1,360.00	No Bid		<u>\$0.0001</u>	\$0.01
3	Portable Handheld Radios AccessoriesMulti-Unit Charger, 6 Slot	Motorola	PMPN4284	10	EA	<u>\$535.00</u>	\$5,350.00	\$544.22	\$5,442.20	\$605.00	\$6,050.00
4	Portable Handheld Radios AccessoriesRemote Speaker Microphone	Motorola	PMMN4073	68	EA	<u>\$73.00</u>	\$4,964.00	\$81.76	\$5,559.68	\$85.00	\$5,780.00

Adorama Inc.			Telesource Services, Inc.	
Total Price			Total Price	\$74,206.16
Line #	Unit	Extended	Unit	Extended
1				
	\$793.00	\$53,924.00	\$883.16	\$60,054.88
2	No Bid		\$0.01	\$0.68
3				
	\$553.00	\$5,530.00	\$753.42	\$7,534.20
4				
	\$77.00	\$5,236.00	\$97.30	\$6,616.40

Motorola Radios 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 radios for Pinnacle Bank Arena requires the following:
 - 1.1.1 Sixty-Eight (68)
 - 1.1.2 Programming of new radios
 - 1.1.3 Accessories described in 3.1 portable equipment 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.
- 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 Motorola Handheld radios and accessories.

3. PORTABLE EQUIPMENT

- 3.1 The bidder's "Lump" sum pricing in Ebid must reflect providing the following:

Model	Description	Quantity
Portable Radio		
AAH02RD9VA1AN	XPR 3500e, 403-512 MHZ, 4 watt LKP, WI-FI Capable	68
Programming		68
ACCESSORIES		
PMPN4284	Multi-Unit Charger, 6-slot	10
PMMN4073	Remote Speaker Microphone	60
Capacity Plus	Trunking and Firmware upgrade require	68

Note: No individual chargers are 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.

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 shall 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 Distributor should be within 100 miles of Pinnacle Bank Arena
- 5.2 Vendor will be given an approved contract after the WHJPA board meets in December 2023.



23-274

Portable Hand-held Radios - Pinnacle Bank Arena (Re-bid)

Issue Date: 10/27/2023

Questions Deadline: 11/6/2023 02:00 PM (CT)

Response Deadline: 11/13/2023 02:00 PM (CT)

Lincoln Purchasing

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

Event Information

Number: 23-274
Title: Portable Hand-held Radios - Pinnacle Bank Arena (Re-bid)
Type: Notice to Bidders
Issue Date: 10/27/2023
Question Deadline: 11/6/2023 02:00 PM (CT)
Response Deadline: 11/13/2023 02:00 PM (CT)

Ship To Information

Address: Pinnacle Bank Arena
400 Pinnacle Arena Dr.
Lincoln, NE 68508
Phone: 402 (904) 4444

Billing Information

Address: Pinnacle Bank Arena
400 Pinnacle Arena Dr.
Lincoln, NE 68508
Phone: 402 (904) 4444

Bid Attachments

23-274 Adv.pdf

Notice to Bidders

[Download](#)

Instructions to Bidders.pdf

Instructions to Bidders

[Download](#)

23-274 Portable Handheld Radios (rebid).pdf

General Specifications

[Download](#)

Bid Attributes

1 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

☐ Yes

(Required: Check if applicable)

2 Specifications

I acknowledge reading and understanding the specifications.

☐ Yes

(Required: Check if applicable)

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.

(Required: Maximum 1000 characters allowed)

4 Bid Documents

I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.

☐ Yes

(Required: Check if applicable)

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.

☐ Yes

(Required: Check if applicable)

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.

(Required: Maximum 1000 characters allowed)

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

(Required: Check if applicable)

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

(Required: Check if applicable)

9 Warranty Service Location

List the name, address and telephone number of the warranty service location for all parts and services will be performed under the warranty period.

(Required: Maximum 4000 characters allowed)

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.

(Required: Maximum 1000 characters allowed)

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

(Required: Check if applicable)

Bid Lines

1

Portable Handheld Radios - XPR 3500e, 403-845 MHZ, 4 Watt LKP, Wi-Fi Capable

(Response required)

Quantity: 68 UOM: EA Unit Price: \$ Total: \$

Manufacturer:

Manufacturer #:

Item Notes: Please include in the price the Capacity Plus Trunking to the radios and the firmware upgrade.

Supplier Notes:

☐ No bid

☐ Additional notes
(Attach separate sheet)

Item Attributes**1. Dealer/Distributor**

Whom will be programming these radios?
 What is your distance from Pinnacle Bank Arena?
 Will you guarantee service within 24 hours?

(Required: Maximum 1000 characters allowed)

2 Portable Handheld Radios -Programming

(Response required)

Quantity: 68 UOM: EA Unit Price: \$ Total: \$ Manufacturer: Supplier Notes: ☐ No bid☐ Additional notes
(Attach separate sheet)**3** Portable Handheld Radios Accessories

Multi-Unit Charger, 6 Slot

(Response required)

Quantity: 10 UOM: EA Unit Price: \$ Total: \$ Manufacturer: Manufacturer #: Supplier Notes: ☐ No bid☐ Additional notes
(Attach separate sheet)**4** Portable Handheld Radios Accessories

Remote Speaker Microphone

(Response required)

Quantity: 68 UOM: EA Unit Price: \$ Total: \$ Manufacturer: Manufacturer #: Supplier Notes: ☐ No bid☐ Additional notes
(Attach separate sheet)

RESOLUTION NO.

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

3 That the attached Agreement for Engineering Services between the West Haymarket Joint
4 Public Agency and DLR Group, Inc. for a venue upgrade study for the Pinnacle Bank Arena for
5 an amount not to exceed \$86,800.00, is hereby approved and the Chairperson of the West
6 Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said
7 Agreement on behalf of the West Haymarket Joint Public Agency.

Adopted this _____ day of January, 2024.

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 AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into by and between West Haymarket Joint Public Agency, a political subdivision and corporate body politic of the State of Nebraska (WHJPA), and

DLR Group, Inc., a Nebraska Corporation

(Engineer).

In consideration of the mutual covenants herein contained, WHJPA hereby agrees to contract with Engineer to perform engineering and related professional services hereinafter outlined in connection with

Venue Upgrades Study – Pinnacle Bank Arena

(Work).

SECTION I — SCOPE OF SERVICES

Engineer agrees to timely and professionally complete the Work described above and herein, furnish and pay all costs, including any related taxes, and to furnish all labor, supplies and material and everything else reasonably necessary to complete the same unless specifically provided otherwise in this Agreement for the services listed in the Scope of Services (Scope), attached hereto. Such Scope of Services may also be referred to as “the Work.” To the extent that the Scope, Engineer’s proposal, or any other attachment hereto is in conflict with this Agreement, this Agreement shall control.

SECTION II — COMPENSATION

For the services or Work covered by this Agreement, WHJPA agrees to pay Engineer as follows:

1. **Basic Services.** Engineer shall be paid the compensation set forth in the Scope attached hereto, plus all allowed actual expenses and the total of all fees and allowed actual expenses shall not exceed **\$86,800.00** without written consent of WHJPA. WHJPA is not responsible for fees or expenses incurred prior to the Notice-to-Proceed date or after the completion deadline date stated in the Work Schedule attached to this Agreement unless otherwise agreed to by WHJPA.
2. **Additional Services or Change in Scope.** WHJPA may from time to time, require additional services or change in Scope. Such services, including the amount of compensation for such services, which are mutually agreed upon by and between WHJPA and Engineer, shall be effective when incorporated by written amendments to this Agreement. Additional services or change in Scope shall not begin until the amendment is executed.
3. **Cost Overruns.** Engineer is responsible for determining if the actual fees or expenses will exceed the maximum amount stated above. If at any time during the Work, Engineer determines that the fees or expenses will exceed, or have exceeded the maximum amount stated above, Engineer must immediately notify WHJPA in writing and describe which fees or expenses are causing the overrun and the reason. Engineer must also estimate the additional

fees or expenses needed to complete the Work. WHJPA will then determine if the maximum amount is to be increased, remain the same, or determine if the scope of the Work needs to be modified or terminated. An amendment will be prepared if cost overruns are authorized by WHJPA.

4. **Notice to Proceed.** Following execution of this Agreement, Engineer shall proceed as instructed by WHJPA. Engineer shall not begin the Work under this Agreement until instructed by WHJPA.
5. **Term of Agreement.** The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until completion of all obligations of this Agreement, but in no event longer than ten (1) weeks after execution of contract, unless approved extensions are issued by written amendment.
6. **Invoices.** Unless otherwise set forth in the attachments, invoices shall be payable as follows:
Monthly
Quarterly
Lump Sum X
Other: _____

Invoices must present activities of Engineer and/or any subcontractors showing not less than actual hours worked, hourly rates applied, actual expenses incurred unless otherwise specified in the Scope or Fee Schedule, and any applicable supporting documentation, such as, but not limited to, receipts. All invoices shall be in a format acceptable to WHJPA.

7. **Progress Reports.** Invoices shall be substantiated by written progress reports which indicate the percentage of the Work completed or other metrics of progress agreed to or reasonably requested by WHJPA or as set forth in the proposal or Scope. A written progress report shall be provided to WHJPA each month in which Work is done by Engineer. Engineer shall provide a progress report within a reasonable time after a request for such report by WHJPA, separate and apart from the billing process.
8. **Payment.** WHJPA shall pay Engineer within thirty (30) days of approval of Engineer's invoices. WHJPA may reject all or part of any invoice for any reasonable cause. Payment is dependent upon whether the monthly progress reports provide adequate substantiation for the Work and whether WHJPA determines that the Work is satisfactory. Upon determination that the Work was adequately substantiated and satisfactory, payment will be made in the amount of one hundred percent (100%) of the billed actual costs and hourly fees. After Engineer has completed all Work required under this Agreement, a final invoice shall be submitted to WHJPA. Upon acceptance of the Work by WHJPA and final payment is made, an audit of all invoiced amounts may be completed by WHJPA or its authorized representative.
9. **Final Payment.** The acceptance of the final payment will constitute and operate as a release to WHJPA for all claims and liability of Engineer, its representatives, and assigns, for any and all things done, furnished, or relating to the services and Work rendered by or in connection with this Agreement or any part thereof. Engineer agrees to reimburse WHJPA for any overpayments.

SECTION III — WHJPA’S RESPONSIBILITIES

If available, WHJPA will furnish, as required for the Work and not at the expense of Engineer, the following items:

1. Property, boundary, easement, right-of-way, utility surveys, and property descriptions when such information is required.
2. All maps, drawings, records, audits, annual reports, and other data that are available in the files of WHJPA and which may be useful in the Work involved under this Agreement, including existing surveys, maps, and boring information for the site. Engineer must identify and specifically request available information by itemized written request with sufficient detail to identify existing documents. WHJPA does not warrant or represent that such information is accurate or complete with regard to the Work.
3. Access to public and private property, as necessary, when required in conduct of field investigations.
4. Charges for review of drawings and specifications by governmental agencies required for concurrence or permits, if any.

SECTION IV — OTHER MATTERS

It is mutually understood and agreed:

1. **Termination of Agreement.** Termination may occur for any of the following reasons:
 - a) This Agreement may be terminated by WHJPA or Engineer if the other party fails to adequately perform any material obligation required by this Agreement (Default). Termination rights under this section may be exercised only if the defaulting party fails to cure a Default within ten (10) calendar days after receiving written notice from the non-defaulting party specifying the nature of the Default.
 - b) WHJPA may terminate this Agreement, in whole or part, for any reason for WHJPA=s own convenience upon at least ten (10) calendar days’ written notice to Engineer.
 - c) WHJPA may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of WHJPA. In the event of unavailability of funds to pay any amounts due under this Agreement, WHJPA shall immediately notify Engineer, and this Agreement shall terminate without penalty or expense to WHJPA. Upon termination, WHJPA shall pay Engineer for any approved and documented Work completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.
 - d) If the Agreement is terminated by WHJPA as provided in (b) or (c) above, Engineer shall be paid for all Work performed, and reimbursable expenses incurred, not to exceed the maximum amounts payable under the compensation section above, up until the date of termination. Engineer hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section in the event of termination.
 - e) Engineer agrees that, upon termination as provided in this section (a) above, Engineer

shall not be employed by any developer or other party who is or may be interested in the Work, without prior written approval of WHJPA.

- f) WHJPA reserves the right to withhold payment for Work rendered that is not in compliance with this Agreement or setoff against payments due.
- 2. **Project Representatives.** Ryan Weiss will act as WHJPA's Authorized Representative for the Work and Gregory Garlock will act as Engineer's authorized representative. Engineer's authorized representative shall have direct and responsible charge for timely completing Engineer's responsibilities. All changes and other matters requiring decisions on the part of WHJPA will be administered and directed by WHJPA's authorized representative.
- 3. **Cost Estimates.** Engineer represents that construction estimates are done according to the Scope and shall comply with the current applicable WHJPA of Lincoln Standard Specifications for Municipal Construction, using unit prices where possible. Engineer does not warrant that contractor bids will be acceptable to WHJPA.
- 4. **Signatures and Approvals.** All submittals by Engineer shall be complete for project purposes and include all required seals, signatures, and approvals.
- 5. **Construction Phase Changes.** All design changes made during construction must be approved by WHJPA in a written change order or amendment to this Agreement.
- 6. **Advisory Capacity for Disputes.** In disputes between WHJPA and any other party, Engineer shall advise WHJPA on issues concerning the Work.
- 7. **Ownership of Drawings and Specifications.** Upon termination or final payment, drawings, specifications, electronic files, and other work product or deliverables (information) shall become the property of WHJPA as soon as payment for the same has been completed or termination has been affected. Engineer may retain copies of all information for its records and use if it so desires. In the event WHJPA elects to use portions of or all of the information contained in the documents prepared for the Work, for any purpose other than the specific purpose for which they were prepared, WHJPA agrees to hold harmless and indemnify Engineer for and against any and all liability in any manner whatsoever arising out of the utilization of such information.
- 8. **Engineer's Supervision; Seal.** All required Work shall be performed under the direct supervision of a registered professional engineer licensed to practice in the State of Nebraska. Engineer also hereby agrees to affix the seal of a registered professional engineer licensed to practice in the State of Nebraska on all plans and specifications prepared hereunder.
- 9. **Independent Contractor.** WHJPA is interested only in the results produced by this Agreement. Engineer has sole and exclusive charge and control of the manner and means of performance. Engineer shall perform as an independent contractor, and it is expressly understood that neither Engineer nor any of its staff are employees of WHJPA and are not entitled to any WHJPA benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, injury leave, or other leave provisions.
- 10. **Fair Employment.** Engineer shall not discriminate against any employee (or applicant for

employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, Neb. Rev. Stat. § 48-1122, as amended, or such similar federal law as may be applicable.

11. **Fair Labor Standards.** Engineer shall maintain Fair Labor Standards in the performance of this Agreement as required by Chapter 73, Nebraska Revised Statutes, as amended.
12. **Insurance; Coverage.** Engineer, prior to beginning the Work, shall provide proof of insurance coverage in a form satisfactory to WHJPA, which shall not withhold approval unreasonably, with the coverages, minimum limits, and endorsements described in the attached INSURANCE REQUIREMENTS FOR WEST HAYMARKET JOINT PUBLIC AGENCY attached hereto and incorporated herein as if fully set forth.
13. **Indemnification.** To the fullest extent permitted by law the Engineer shall indemnify and hold harmless the Owner, its elected officials, officers, employees, agents, and consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the Work itself, but only to the extent caused by the negligent or intentional acts or omissions of the engineer, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Engineer shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section.
14. **Sovereign Immunity.** Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the sovereign immunity of WHJPA.
15. **Copyrights, Royalties, and Patents; Warranty.**
 - a) Without exception, Engineer represents and warrants that the consideration for this Agreement includes Engineer's payment, if any, for any and all royalties or costs due any third party arising from patents, trademarks, copyrights, and other similar intangible rights claimed by any such third party in any way involved with or related to the Work provided herein by Engineer pursuant to this Agreement. Further, Engineer shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Engineer represents that all materials, processes, or other protected rights, if any, to be used in the creation of the Work have been duly licensed or authorized by the appropriate parties for such use. Engineer agrees to furnish WHJPA upon demand written documentation of such license or authorization and if unable to do so, Engineer agrees that WHJPA may withhold a reasonable amount from Engineer's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.

- b) Engineer shall indemnify WHJPA and defend suits or claims for infringement for damages, including but not limited to attorney's fees, of any patent, copyright, trademark, or other intangible rights that Engineer has used in the course of performing this Agreement.
 - c) Engineer represents and warrants to WHJPA that it is free to enter into this Agreement and that the performance thereunder will not conflict with any other Agreement to which Engineer may be a party. Engineer represents and warrants to WHJPA that the Work is unique and original, is clear of any claims or encumbrances, and does not infringe on the rights of any third parties.
 - d) Engineer agrees to and hereby transfers all right, title, and interest, including those of a property or copyright nature, in any reports, studies, data, website creation, digital files, imagery, metadata, maps, statistics, forms, and any other works or materials produced under the terms of this Agreement. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Engineer without express written consent of WHJPA. WHJPA shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as WHJPA deems appropriate. Engineer warrants that all materials, processes or other protected rights to be used have been duly licensed or authorized for WHJPA's use.
16. **Engineer's Standard of Care.** In providing the Work under this Agreement, Engineer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to Engineer and by mutual agreement between the parties, Engineer will, without additional compensation, correct those services not meeting the standard set forth herein. Engineer further agrees that the Work provided shall conform to the requirements of this Agreement.
17. **Compliance with Law.** Engineer shall comply with all Federal, State, and local laws, rules, and regulations applicable to the Work, including applying for and obtaining all necessary permits, certifications, licenses, and approvals required by the law or regulations that relate to the Work.
18. **Nebraska Law.** This Agreement shall be construed pursuant to the laws of the State of Nebraska.
19. **Integration; Amendment; Assignment; Severability; Waiver.** This Agreement represents the entire agreement between the parties, and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement signed by both parties. Any assignment or transfer of any of the Work to be performed by Engineer is hereby prohibited unless prior written consent of WHJPA is obtained. This Agreement shall be binding upon the successors and assigns of the parties hereto. Each section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement, and invalidity of any section of this Agreement shall not invalidate any other section thereof. The failure of either party to enforce any section of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every section

of this Agreement.

20. **Audit and Review.** This Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code, and all parties shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law. Engineer shall maintain, and also require that its Sub-Consultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at Engineer's office at all reasonable times during the Agreement term and for five (5) years from the date of final payment under this Agreement. Such materials must be available for inspection by City, State, FHWA, or any authorized representative of the state or federal governments and, when requested, Engineer shall furnish copies.
21. **Federal Immigration Verification.** In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Engineer 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. §1324a, 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. Engineer 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. §1324b. Engineer shall require any sub-agreement or to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.
- a) **Attestation Form.** If Engineer is an individual or sole proprietor, Engineer agrees to complete the United States Citizenship Attestation Form as provided by WHJPA and attach it to the Agreement.
- b) **Public Benefits Eligibility Status Check.** If Engineer is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. §§ 4-108 through 4-114, Engineer agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. Engineer agrees to register and use the SAVE Program as required under Neb. Rev. Stat. §§ 4-108 through 4-114. If the applicant indicates he or she is an alien, Engineer shall verify the applicant's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at WHJPA's request. For information on the SAVE program, go to www.uscis.gov/SAVE.
22. **Living Wage.** If the compensation for the Work provided pursuant to this Agreement is equal to or exceeds \$25,000, this Agreement is subject to the Living Wage Ordinance Chapter 2.81 of the Lincoln Municipal Code. The ordinance requires that, unless specific exemptions apply or a waiver is granted, Engineer shall provide payment of a minimum living wage to employees providing services pursuant to this Agreement. Under the provisions of the Living Wage Ordinance, WHJPA shall have authority to terminate this Agreement and to seek other remedies for violation of this ordinance.

23. **Records Retention.** Unless WHJPA specifies in writing a different period of time, Engineer agrees to preserve and make available at reasonable times all of its books, documents, papers, records, and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of the expiration or termination of this Agreement. See WHJPA of Lincoln Records Retention Schedule. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

24. **Document Control Clause.** The Agreement includes the following documents:

a) Scope of Services, Schedule, and Fees

For Agreement documents submitted prior to execution, if terms and conditions therein conflict with other Agreement documents, those Agreement document with the date closest to the date of execution of this Agreement shall control.

25. **Capacity.** Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid, and binding obligation of said party.

IN WITNESS WHEREOF, WHJPA and Engineer do hereby execute this Agreement as of the date of execution set forth below.

**WEST HAYMARKET JOINT PUBLIC
AGENCY, a political subdivision and corporate
body politic of the State of Nebraska.**

Date: _____

By: _____
Leirion Gaylor Baird, Chair

ENGINEER

Date: November 20, 2023

By: Gregory A. Garlock

Name: Gregory A. Garlock

Title: Vice President



DLR Group inc.
a Nebraska corporation
6457 Frances Street, Suite 200
Omaha, NE 68106

November 7, 2023

Mr. Tim Savona
General Manager
Pinnacle Bank Arena
400 Pinnacle Arena Drive
Lincoln, NE 68508

Re: Pinnacle Bank Arena | Venue Upgrades Study
DLR Group Project No.: 00.10241.03

Dear Tim:

DLR Group is pleased to submit this proposal for professional services to assist the leadership of Pinnacle Bank Arena (PBA) in its ongoing pursuit to maintain a top-level experience for all visitors to the facility.

PROJECT UNDERSTANDING

Pinnacle Bank Arena is recognized as one of the best venues of its type in the country. During its ten years of operation, it has very successfully hosted events, both large and small, across a wide spectrum of athletic, entertainment, and community offerings. Because of the level of success it has enjoyed, and to continue its status as a top-level venue, the leadership of the facility has determined to study options for potential upgrades throughout the building.

DLR Group understands that this project is very important and sensitive for the leadership of Pinnacle Bank Arena and all related stakeholders. As such, this effort will remain confidential until PBA, or other leadership, determines to take the information to the public domain.

TASKS

1.0 Develop Planning Diagrams and Interiors Vision to Achieve Key Goals

- 1.A Based upon the facility walkthrough attended by representatives of DLR Group and Pinnacle Bank Arena leadership on October 4, 2023, and subsequent issuance of meeting minutes on October 13, 2023, the areas identified in Task 1.A will be analyzed in the following ways:

1.A.1 Suite Lounge | General Upgrades

- i. PBA would like to update suite level corridors (east and west sides) into “more of a lounge feel.”
- ii. PBA would like to turn the current Suite Lounge into “a cool space” with a “less restrained vibe.”

ELEVATE *the*
HUMAN EXPERIENCE
THROUGH DESIGN

- iii. PBA would like to consider physically separating the Loge Boxes from the adjacent Suite Lounge space located immediately behind them.
 - 1. Consider adding a glass wall to create the desired separation.
 - a. Identify any potential code implications if this element is added.
 - b. Ensure access/exiting to/from Boxes remains fluid.
 - 2. Eliminate the back row of chairs that are located immediately behind the upper row of Loge Boxes.
- iv. PBA would like to consider quasi-“enclosing” the Suite Lounge from the open volume of the Main Lobby below.
 - 1. “Enclosure” would not necessarily require the introduction of a glass wall.
 - 2. “Enclosure” could be achieved via introduction of an architectural feature (closely spaced vertical cables?) or interiors-focused feature (shears or beads?).
- v. Next steps:
 - 1. DLR Group to analyze opportunities for adding glass walls between Loge Boxes and adjacent Suite Lounge.
 - 2. DLR Group to create a vision for what interior character space could have at the following locations:
 - a. Suite Corridors at east and west sides.
 - b. Suite Lounge extending the length of the Loge Boxes.

1.A.2 Haymarket Room | General Upgrades

- i. Current use as Husker/VIP space . . . “very vanilla.”
 - 1. Has a dedicated door to the outside . . . “add a canopy?”
 - 2. Has some A/V capability but would like a top-level dedicated A/V system.
- ii. Want to add “more life” and “vibe” to the reimagined space.
- iii. How best to host a “meeting from 9 to 5” or “pre-event party”?
 - 1. Currently there is no easy access to restrooms.
 - 2. How best to provide food/beverage?
- iv. Next steps:
 - 1. DLR Group to study ideas for creating a more dynamic space that will be attractive to outside groups for use as a meeting or pre-event venue.
 - a. Layout adjustments?
 - b. Consider adding a serving counter and storage at the back of room to better service patrons.
 - c. Updated interior to bring “more life” and “vibe” to the space.
 - 2. DLR Group to study option(s) for providing better restroom access.
 - a. Identify a better route to existing facilities (not likely)?
 - b. Identify opportunities for creating new, dedicated restrooms located closer to Haymarket Room (or immediately adjacent)?

1.A.3 Huskies Authentic Outlet | Conversion to Lounge/Restaurant

- i. PBA would like to convert this operation into a bar/lounge/restaurant.
 - 1. Would be open to the public.
 - 2. Would be open during regular business hours, not just prior to, or after, events.
- ii. Per PBA, no dedicated kitchen would be necessary.

1. Main facility kitchen could handle food prep requirements.
2. Should a dedicated holding/warming pantry within the space be considered?
- iii. There is/would be a similar restroom access issue as experienced by Haymarket Room patrons.
- iv. Next steps:
 1. DLR Group to study layout ideas for creating a dynamic bar/lounge/restaurant.
 2. DLR Group to create a vision for what interior character space could have.
 3. DLR Group to study option(s) for providing better restroom access.
 - a. Identify a route to existing facilities (not likely)?
 - b. Identify opportunities for creating new, dedicated restrooms located closer to current Huskers Authentic outlet?
 - c. Determine if there is a location that can serve both the new bar/lounge/restaurant space and updated Haymarket Room.

1.A.4 Main Concourse (North End) | Creation of New Club Environment

- i. PBA would like to consider converting a large portion of the North Concourse into a Club/Lounge/Amenity space that could be accessed by any patron in the facility.
 1. Per PBA, that area is currently underutilized—especially during concerts or events where the north curtains are pulled—so flow should not be an issue.
 2. Access to existing concessions and restrooms will need to remain a strong consideration as part of any layout.
 3. PBA asked if there is any ability to “open up” views to the outside (to the north) or create outdoor patio(s) from the concourse?
 4. PBA asked if there is any ability to create a “balcony” as part of the exposed structural frame element that currently dominates the north end?
 - a. ADA access would likely be a challenging issue to contend with.
 - b. It was shared that DLR Group has previously looked at creating a more dynamic club space—utilizing the structural frame element—so there already is some familiarity with the key issues to be addressed.
- ii. Next steps:
 1. DLR Group to analyze access issues to existing concession and restroom facilities.
 2. DLR Group to identify available area for new amenity.
 3. DLR Group to develop concept layout(s) for new amenity.
 4. DLR Group to explore the ability to create openings in existing exterior wall for incorporation of glazing and/or doors.
 5. DLR Group to explore ways to utilize the exposed structural element in a manner that can provide an additional amenity (such as a balcony, etc.).

1.A.5 Lower Seating Bowl | Creation of Loge Box(es)

- i. PBA would like to consider opportunities for additional premium seating product(s) at the back of lower seating bowl.
- ii. Loge Box(es) were discussed as a viable option that offer(s) relatively high ROI opportunity.
 1. DLR Group offered a couple locations where Loge Boxes could be implemented in a relatively straightforward manner.

- a. DLR Group explained how those could be achieved (by creating platforms similar to those currently occupied by ADA wheelchair locations).
 - b. DLR Group identified the potential number of seats that would be lost via the creation of new platforms/Loge Boxes.
 - 2. PBA would have to determine viability/acceptability of final seat loss numbers prior to implementing new platforms/Loge Boxes.
- iii. Next steps:
 - 1. DLR Group to develop section for typical Loge Box platform.
 - 2. DLR Group to identify locations where Loge Boxes would be most desirable.
 - 3. DLR Group to identify the number of existing seats lost if Loge Boxes are incorporated.

1.A.6 Upper Concourse (East Side) | Creation of New Club Amenity

- i. PBA would like to create a “general patron” lounge/club along the outside of the concourse (away from concession/toilet stands) at the exterior wall.
 - 1. DLR Group shared a photo of a similar “all-access” club experience at T-Mobile Arena in Las Vegas to see if it achieved the concept PBA is envisioning. (Generally, it does.)
 - 2. PBA is initially interested in focusing on the east side only . . . adjacent to the escalator.
- ii. A question was asked about whether this new club space should be separated from, but open to, the concourse, or if it should be completely separated with the addition of glass walls?
- iii. A question was asked if this concept is viable in terms of maintaining adequate (code-required?) circulation space at the upper concourse?
- iv. Next steps:
 - 1. DLR Group to study circulation/exiting implications on upper concourse should part of it be dedicated to desired lounge/club amenity.
 - a. Code requirements will be first analyzed.
 - b. Findings will determine viability of implementing this concept at the upper concourse.
 - 2. DLR Group to develop layout(s) to achieve stated goals for new amenity.
 - 3. Depending upon preferred concept/layout, DLR Group to create a vision for what interior character the space could have.

1.A.7 Main Concourse (West Side) | Upgrade of Portables Zone

- i. PBA would like to update the portable concession stands.
 - 1. Make them look more “thoughtful” and “permanent” rather than the haphazard character of the existing arrangement.
 - 2. Consider a “false wall” with shelves?
 - 3. While initially charged to look at only one (1) or two (2) locations, consider an option that would be scalable across multiple locations in the venue.
- ii. PBA is considering implementing a grab-n-go concession/beverage outlet on the west side of the concourse.
 - 1. The new layout would likely utilize five (5) coolers.
 - 2. Consider flow into/through and best location for sales terminal(s).

- iii. Next steps:
 - 1. DLR Group to develop ideas for creating a more “permanent” style of portable concession points of sale.
 - 2. DLR Group to suggest location and preliminary layout for grab-n-go concession/beverage outlet.

1.A.8 Box Office | Partial Conversion into Premium Amenity

- i. Since the industry has evolved over the 10 years that PBA has been open, the box office as originally designed is no longer fully required.
 - 1. PBA could function with half the number of ticket sales windows.
 - 2. PBA could function with half the amount of office space dedicated to ticketing.
- ii. PBA asked if Huskers Authentic could be relocated to this modified space?
- iii. PBA asked if there is another opportunity for a smaller “unique” lounge/amenity space?
- iv. PBA would like to add another “advanced sales” window in the main lobby.
- v. Next steps:
 - 1. DLR Group to analyze which existing ticket windows could be eliminated without negatively impacting the operation.
 - 2. DLR Group to analyze which part of the existing office space could be dedicated to other use(s).
 - 3. DLR Group to brainstorm ideas for how to repurpose newly available space.
 - 4. Depending upon the preferred space use, DLR Group will create a vision for what interior character the space(s) could have.

1.A.9 Upper Concourse | Creation of Premium Amenity

- i. PBA is interested in improving a row (or rows) of seats in Section 204.
 - 1. Remove existing seats and replace them with “captain-style” seats.
 - 2. Eliminate the “Railways Favorites” concession stand located immediately behind Section 204 to create a club area associated with the new seats.
 - 3. Replace existing event floor-facing walls with glass wall and door(s) for direct access into new space.
 - 4. Replace existing concourse-facing walls with new wall material and glass door for access into new space.
- ii. Next steps:
 - 1. DLR Group to develop concept layout for new club space behind Section 204.
 - 2. DLR Group to create a vision for what interior character the space could have.

- 1.B The requirements determined in 1.A will be checked against available space in the areas to be studied. If desired upgrades, or square footage required to achieve such, exceeds existing available square footage, DLR Group will coordinate with PBA to arrive at a program that will fit within available space or determine if an alternate approach may be appropriate.

2.0 Develop Construction Cost Estimates for selected Project Area(s)

- 2.A As the plans and interiors vision for Task 1.0 are developed and completed to a level commensurate for this conceptual analysis, DLR Group will utilize appropriate cost-per-square-

foot ratios to develop Rough Order of Magnitude (ROM) construction cost estimates for each of the concepts selected for study (Tasks 1.A.1 through 1.A.9).

- 2.B For this Scope of Work, cost estimates will be generally estimated utilizing current cost factors specific to Lincoln and an estimated project time frame (year of construction) in order to give an appropriate cost range so that PBA leadership can begin initial conversations with appropriate parties to discuss potential execution of any given project area(s) defined by Tasks 1.A.1 through 1.A.9.

3.0 Develop Final Deliverables for Project Understanding, Promotion, and Fundraising

- 3.A See the "Deliverables" section below for list of collateral to be created by DLR Group for this engagement.

DELIVERABLES

The following will be provided to Pinnacle Bank Arena leadership:

1. Conceptual Plan Layout(s) of spaces as identified in Tasks 1.A.1 through 1.A.9.
2. Eight (8)* renderings:
 - a. This is an estimate of the number of renderings to be completed during this Scope of Work.
 - b. Per the note for Task 3.0 in the "Compensation" section that follows, the final number of renderings to be completed can be determined at a later stage of this Scope of Work with final Design Fee adjusted accordingly.

Rendering views can be modified during the course of the study should stakeholders choose to highlight areas differing from those initially envisioned. Those changes must be determined prior to beginning any rendering work.

EXCLUSIONS

The Scope of Work outlined above does not include the following services:

1. Existing conditions assessment.
2. Hazardous material identification.
3. Engineering of systems beyond what is necessary to complete proof of design concepts.
4. Exploration of Sustainable Design initiatives.
5. Overall Project Budget and/or Schedule Analysis.
6. No formal presentations, beyond standard project meetings, by DLR Group to any stakeholder group or government entity.

Any of the items listed above can be included in future phases should the project(s) move beyond the conceptual stage or added as an additional service to this Scope of Work.

MILESTONES / SCHEDULE

The Scope of Work outlined above is expected to be completed in approximately ten (10) weeks after commencement. It is currently anticipated that the following durations will be required to complete each task identified above:

4 Weeks Task 1.0 – Develop Planning Diagrams and Interiors Vision to Achieve Key Goals

The preliminary work plan anticipates one (1) in-person meeting to review initial concepts, and one (1) follow-up video call involving PBA leadership and DLR Group to accomplish completion of conceptual plan diagrams and interiors vision for relevant spaces. The follow-up video call could potentially be in-person depending upon magnitude of adjustments after the first meeting.

2 Weeks Task 2.0 – Develop Construction Cost Estimates for Project Areas

The preliminary work plan anticipates one (1) video call involving PBA leadership and DLR Group to review conceptual ROM cost estimate and accomplish completion.

4 Weeks Task 3.0 – Develop Final Images for Project Understanding and Fundraising

The preliminary work plan anticipates two (2) video calls involving PBA leadership and DLR Group to review progress to accomplish completion of renderings.

Any services performed by DLR Group beyond the noted timeframe due to delays beyond DLR Group's control, or beyond the defined scope, will be billed in accordance with the compensation formula noted below.

COMPENSATION

DLR Group will perform the identified services for a lump sum of Eighty-six Thousand Eight Hundred dollars (\$86,800), plus reimbursable expenses.

Fee breakdown, per identified task, is as follows:

\$70,800	Task 1.0 – Develop Planning Diagrams and Interiors Vision to Achieve Key Goals
	\$10,500 – Task 1.A.1 (Suite Lounge General Upgrades)
	\$ 8,200 – Task 1.A.2 (Haymarket Room General Upgrades)
	\$14,500 – Task 1.A.3 (Huskers Authentic Outlet Conversion)
	\$ 8,800 – Task 1.A.4 (Main Concourse (North End) Creation of New Club)
	\$ 2,000 – Task 1.A.5 (Lower Seating Bowl Creation of Loge Box(es))
	\$ 7,000 – Task 1.A.6 (Upper Concourse Creation of New Club Amenity)
	\$ 4,600 – Task 1.A.7 (Main Concourse (West Side) Upgrade of Portable Zone)
	\$ 8,200 – Task 1.A.8 (Box Office Partial Conversion into Premium Amenity)
	\$ 7,000 – Task 1.A.9 (Upper Concourse Creation of Premium Amenity)
\$ 4,000	Task 2.0 – Develop Construction Cost Estimates for Project Areas
\$12,000*	Task 3.0 – Develop Final Images for Project Understanding and Fundraising
	* Note: This cost is an estimate based upon the production of eight (8) renderings at Quality Level 3 (as defined in the exhibit attached to this fee proposal). Once this analysis proceeds to the appropriate level of concept design, the final number of renderings at the proper Quality Level can be determined by PBA leadership. This cost will be adjusted accordingly to determine final fee total.

\$86,800 Design Fee Total

\$ 500 Estimated Reimbursables | Printing, mileage, and meals

Additional artistic renderings, colored three-dimensional images, video and/or other delineation of the project, beyond what is described above, can be provided as an additional service, as agreed upon by Pinnacle Bank Arena and DLR Group. This fee may be negotiated as a lump sum or at the hourly rates noted below for the work performed.

All other requested tasks not specifically noted in this proposal can be provided as an additional service, as agreed upon by Pinnacle Bank Arena and DLR Group. This fee may be negotiated as a lump sum or at the hourly rates noted below for the work performed.

Hourly rates for DLR Group personnel are as follows:

▪ Discipline Leader	\$235 / hour
▪ Senior Professional	\$175 / hour
▪ Professional	\$145 / hour
▪ Professional Support	\$115 / hour
▪ Technical	\$ 90 / hour
▪ Clerical	\$ 70 / hour

SUB-CONSULTANTS

DLR Group currently anticipates utilizing no additional sub-consultants for the defined Scope of Work.

The exception to this understanding would be contingent upon the style (Quality Level) of rendering chosen to accomplish Task 3.0 (Develop Final Images for Project Understanding and Fundraising). Per the definition of fee for Task 3.0 under "Compensation," the Quality Level chosen for this exercise will determine if a non-DLR Group rendering service will be necessary to appropriately achieve goals for this engagement.

LIABILITY

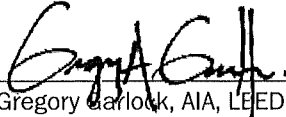
The total cumulative liability of DLR Group, its agents, servants, employees, and sub-consultants to Pinnacle Bank Arena, with respect to services performed or to be performed pursuant to this Agreement, whether in contract, indemnity, contribution, tort (including but not limited to negligence) or otherwise shall be limited to the net fee (not including reimbursable expenses) received by DLR Group. DLR Group shall not be liable to Pinnacle Bank Arena for special or consequential losses or damages including, but not limited to, loss of use. DLR Group shall not be liable for losses, damages, or claims for which the client fails to give notice to DLR Group within a reasonable time, not to exceed ninety (90) days from discovery.

Mr. Tim Savona
November 7, 2023
Page 9

DLR Group is appreciative of the opportunity to continue our relationship with Pinnacle Bank Arena on this engagement, and we look forward to helping you determine the future path of this important facility.

If the terms of the above are agreeable to you, please sign and date accordingly and return a copy to us.

Sincerely,
DLR Group



Gregory Carlouk, AIA, LEED AP ED+C November 8, 2023
Principal Date

—

Agreed:
Mr. Tim Savona
General Manager
Pinnacle Bank Arena

Signature Date

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 Inteconnex for security cameras at the Pinnacle Bank Arena, for a total amount not to exceed
5 \$62,387.96, pursuant to Bid No. 23-280, 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, 2024.

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**

**Security Cameras for Pinnacle Bank Arena
Bid No. 23-280**

**Inteconnex
4531 S. 88th Street, Suite B
Omaha, NE 68127
(402) 670-8515**

**West Haymarket Joint Public Agency
Contract Terms**

THIS CONTRACT, made and entered into by and between **Inteconnex, 4531 S. 88th Street, Suite B, Omaha, NE 68127**, hereinafter called "Contractor", and the West Haymarket Joint Public Agency, Lincoln, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "JPA".

WHEREAS, the 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:

Security Cameras for Pinnacle Bank Arena, Bid No. 23-280

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

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the 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/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$62,387.96.

3. Equal Employment Opportunity: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination: This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The 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. Period of Performance: The Contract shall become effective upon execution by both parties. The Work included in this Contract shall be completed no later than seven (7) weeks from

execution of Contract.

8. Assignment: Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the JPA.
9. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal\Supplier Response
 3. Specifications
 4. Arena Diagram with Sections
 5. Code Plan 1 – Event Level
 6. Production Lot Diagram
 7. Insurance Requirements
 8. Certificate of Insurance and Endorsements
 9. Instructions to Bidders
 10. Notice to Bidders
 11. Sales Tax Exemption Forms 13 & 17

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.

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

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
Security Cameras for Pinnacle Bank Arena
Bid No. 23-280
West Haymarket Joint Public Agency
Inteconnex

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Julie M. Meyer Seal
Secretary

Inteconnex

Name of Corporation

3925 Fountains Blvd. N.E. Ste. 100
Address Cedar Rapids, IA 52411

By: Marc K. Meyer
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

West Haymarket Joint Public Agency Signature Page

CONTRACT
Security Cameras for Pinnacle Bank Arena
Bid No. 23-280
West Haymarket Joint Public Agency
Inteconnex

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 _____



23-280

Inteconnex

Inteconnex

Supplier Response

Event Information

Number: 23-280
Title: Security Cameras for Pinnacle Bank Arena
Type: Notice to Bidders
Issue Date: 11/9/2023
Deadline: 11/28/2023 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

Inteconnex Information

Contact: Matt Hoeke
Address: 4531 S 88th St.
Ste B
Omaha, NE 68127
Phone: (402) 670-8515
Email: mhoeke@inteconnex.com

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

Matthew Hoeke

Signature

Submitted at 11/28/2023 10:14:04 AM (CT)

mhoeke@inteconnex.com

Email

Supplier Note

Please accept this proposal to procure and install security cameras for Pinnacle Bank Arena.

Response Attachments

23-280 Security Cameras for Pinnacle Bank Arena.pdf

Full Systems Package

PBA References.pdf

References

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 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes

4 Maps / Layouts

I acknowledge reading and understanding the Project Maps/Layouts.

☒ 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.

Matthew Hoeke

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 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.

Most of the Avigilon Products will have a delivery time of 2 to 4 weeks. Once all of the material is received, Inteconnex will take approximately 3 weeks for full installation.

8 Design / Plan

I acknowledge that I have attached to the Bid Attachment Section of this bid, our plan/design for the all the cameras.

☒ 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 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

11 Solicitation Notification

How did you learn about this solicitation?

Ebid/Ionwave

12 References

I have attached my References on Company letterhead to the Response Attachment section of this bid.

☒ Yes

13 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

1
4**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.

1
5**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

Security Cameras Delivered and Installed
Per the drawings and specificationsQuantity: 1 UOM: Lump Sum Unit Price: Total: **Item Attributes****1. Security Cameras**

Please supply the manufacturer and model number of security cameras bidding.

Response Total: \$62,387.96



QUOTE

Number JBGZQ2999

Date Oct 16, 2023

P:

Sold To

Pinnacle Bank Arena

400 Pinnacle Arena Drive
Lincoln, NE 68508
United States

Terms

Net 30

Job Name

10328 Pinnacle Bank Arena
Bowl and Dock Camera
Upgrade

Qty	Part Number	Description	Ext. Price
		<i>ACC8 Channel License Upgrades</i>	
10	ACC-ENT-SMART-1YR	ACC Enterprise Smart Plan; 1 year	\$218.30
		Pro Cameras 1-4 For Bowl	
4	16C-H5PRO-B	5K (16 MP) H5 Pro Camera. Lens and housing not included.	\$24,072.44
4	LEFS183518SI	Sigma 18-35mm f/1.8 Lens for Pro Cameras. The lens is only compatible with 8-16MP H4 Pro cameras or 8-26MP H5 Pro cameras.	\$4,838.68
4	ES-HD-CWS-LG	Large Format Enclosure for Avigilon HD IP Professional Cameras with 12VDC/24VDC Vented Cooler; Wall Bracket and Sunshield. Maximum combined camera and lens length is 12.8" (32.5 cm).	\$1,573.32
4	ES-HD-MNT-ARM	Ceiling arm mount for ES-HD-HWS-SM; ES-HD-HWS; ES-HD-CWS; ES-HD-HWS-LG & ES-HD-CWS-LG.	\$361.88
1,000	Network Cable (Per Ft)	Network Cable for Cameras on Camera Network	\$350.00
		Bullet For Upper Bowl End - LIFT REQUIRED - NOT INCLUDED	
1	8.0C-H5A-BO1-IR	8.0 MP (4K) WDR; LightCatcher; 4.9-8mm f/1.8 P-iris lens; Integrated IR; Next-Generation Analytics	\$1,203.63
1	H4-BO-JBOX1	Junction box for the H5A Bullet; H4A HD Bullet; H4SL HD Bullet; or H4 Thermal cameras.	\$72.21
300	Network Cable (Per Ft)	Network Cable for Cameras on Camera Network	\$105.00
		Dock Exterior	
		<i>Loading Dock West</i>	
1	24C-H5A-3MH	3X8MP; WDR; 270 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only	\$1,802.68
1	H4AMH-AD-IRIL1	Optional IR illuminator ring; up to 30m (100ft); for use with H4AMH-DO-COVR1.	\$264.79
1	POE-INJ2-60W-NA	Indoor single port Gigabit PoE++ 60W; North American power cord included. May also be used in European Union; Japan; Australia; New Zealand; Mexico; China; South Korea; Russia; Argentina; Saudi Arabia; Kuwait; UAE and Brazil. Temperature range of the PoE injector is -10C to +45C (14 °F to 113 °F). When used with the H4 IR PTZ; the camera will operate in a reduced temperature range from -10 °C to +50 °C (14 °F to 122 °F).	\$120.36
1	H5AMH-AD-PEND1	Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	\$135.51
1	H5AMH-DO-COVR1	Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with the Avigilon H5A Multisensor	\$135.51
1	WLMT-1001	Wall Mount for large pendant camera	\$82.49
1	CRNMT-1001	Corner Mount Adapter	\$74.93
		<i>Loading Dock Center</i>	
1	24C-H5A-3MH	3X8MP; WDR; 270 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only	\$1,802.68
1	H4AMH-AD-IRIL1	Optional IR illuminator ring; up to 30m (100ft); for use with H4AMH-DO-COVR1.	\$264.79

Qty	Part Number	Description	Ext. Price
1	POE-INJ2-60W-NA	Indoor single port Gigabit PoE++ 60W; North American power cord included. May also be used in European Union; Japan; Australia; New Zealand; Mexico; China; South Korea; Russia; Argentina; Saudi Arabia; Kuwait; UAE and Brazil. Temperature range of the PoE injector is -10C to +45C (14 °F to 113 °F). When used with the H4 IR PTZ; the camera will operate in a reduced temperature range from -10 °C to +50 °C (14 °F to 122 °F).	\$120.36
1	H5AMH-AD-PEND1	Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	\$135.51
1	H5AMH-DO-COVR1	Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with the Avigilon H5A Multisensor	\$135.51
1	WLMT-1001	Wall Mount for large pendant camera	\$82.49
		<i>Loading Dock East</i>	
1	24C-H5A-3MH	3X8MP; WDR; 270 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only	\$1,802.68
1	H4AMH-AD-IRIL1	Optional IR illuminator ring; up to 30m (100ft); for use with H4AMH-DO-COVR1.	\$264.79
1	POE-INJ2-60W-NA	Indoor single port Gigabit PoE++ 60W; North American power cord included. May also be used in European Union; Japan; Australia; New Zealand; Mexico; China; South Korea; Russia; Argentina; Saudi Arabia; Kuwait; UAE and Brazil. Temperature range of the PoE injector is -10C to +45C (14 °F to 113 °F). When used with the H4 IR PTZ; the camera will operate in a reduced temperature range from -10 °C to +50 °C (14 °F to 122 °F).	\$120.36
1	H5AMH-AD-PEND1	Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	\$135.51
1	H5AMH-DO-COVR1	Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with the Avigilon H5A Multisensor	\$135.51
1	WLMT-1001	Wall Mount for large pendant camera	\$82.49
1	CRNMT-1001	Corner Mount Adapter	\$74.93

Dock Interior

2	10.0C-H5DH-DO1-IR	2x 5MP H5A Dual Head Camera. Outdoor camera with built-in IR	\$2,437.18
2	H5DH-DO-JBOX1	Junction Box for H5A Dual Head Camera	\$144.42
		<i>Move existing dome up to mazzanine area and reinstall. Requires conduit to tie into old wall penetration and new Dual-head camera and cable pulled to data closet.</i>	
1,000	Network Cable (Per Ft)	Network Cable for Cameras on Camera Network	\$350.00
1	Bucket truck	Daily Rental	\$487.06
	Hardware	Installation hardware, uni-strut, beam clamps, conduit, seal-tite, fittings, patch cables, etc.	\$1,340.04
1	Shipping/Freight		\$679.92
1		Total Labor	\$16,380.00

Thank you for giving Inteconnex the opportunity to earn your business. This Quote is subject to and conditioned upon your acceptance of the Inteconnex Standard Terms and Conditions (www.inteconnex.com/inteconnexstandard-terms-conditions). No amendment of such terms is permitted without the express, written agreement by Inteconnex. Due to supply chain challenges and material shortages, Inteconnex requires progressive billing for all received material, and executed labor. Any applicable Sales Tax is NOT included.

****DUE TO FLUCTUATIONS IN PRODUCT PRICING AND AVAILABILITY THIS QUOTE IS ONLY VALID FOR A PERIOD OF 30 DAYS****

Phone #	E-Mail	Web Site	SubTotal	\$62,387.96
		www.inteconnex.com		
			Total	\$62,387.96

Signature _____
Printed Name _____
Date _____
PO Number _____



This quote is to provide camera coverage in the area bowl and dock areas (both interior and exterior) for Pinnacle Bank Arena. The cameras used for this implementation are all manufactured by Avigilon and will be installed by Inteconnex.

Bowl Cameras:

Inteconnex will procure and install (4) large format 16MP PRO cameras to oversee the bowl area of the arena from opposite sides.

Each camera includes a Sigma 18-35mm f/1.8 low-light lens, fan cooled housing and low profile mount.

Inteconnex will also procure and install an 8MP bullet camera to monitor the south end of the bowl area of the arena from the catwalk.

Cameras are to be cabled to the closest data closet with a PoE switch on the security network. Wiremold or other raceway is to be used as required to secure, and protect the network cable.

See attached drawings for camera locations.

Dock Cameras:

Exterior:

Inteconnex will install 3 8MP multihead cameas to ensure proper coverage of all of the man doors and overhead doors in the dock area. Inteconnex will replace the 2 PTZ cameras in this area, and also add a 3rd camera in the middle of the area for adequate coverage.

Inteconnex will use the existing cable in the locations of the 2 PTZ's and will pull a new cable to the nearest data closet with a PoE switch on the security network. Wiremold or other raceway is to be used as required to secure, and protect the network cable.

See attached drawings for exact locations.

Interior:

Existing camera locations will be relocated to positions shown on drawing.

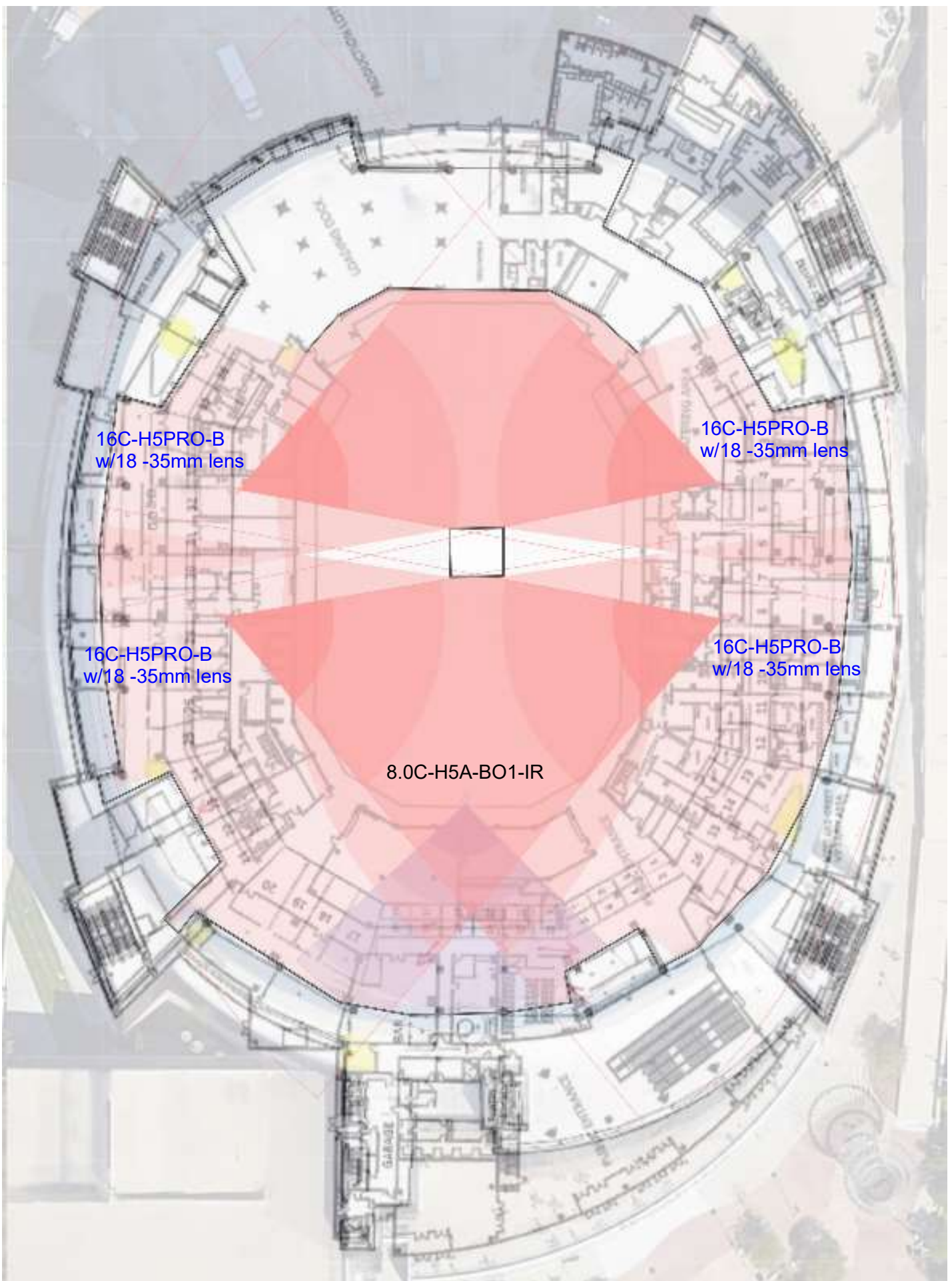
Camera models will be upgraded from a single lens dome to a dual-head camera to give a better field of view around all of the column obstructions.

Conduit and box extensions will be required to extend mounting location from box in precast wall to new location on column.

Camera #6 on drawing will be relocated into the new mezzanine area (see Ryan for preferred location). This requires conduit to stub from old mounting location on precast wall to new location and new CAT6 pulled to data closet.



Camera #7 on drawing will be relocated from its current location to a new position above the man door looking South. Camera is to be mounted about 10' above the floor and cabled to nearest network closet.
See attached drawings for camera locations.



Approximate Representation



PBA Dock Cameras



1. 24C-H5A-3MH-270 - Remove PTZ, mount new at 15-18' AFG, use existing cable and extend as needed.
2. 24C-H5A-3MH-180 - New cable required.
3. 24C-H5A-3MH-270 - Remove PTZ, mount new at 15-18' AFG, use existing cable and extend as needed.
All MH horizons should top out at fence height level.
- 4-5. 10.0C-H5DH-DO1-IR - Mount at 15' AFF, use existing cables and extend as needed.
6. Existing Interior Dock Camera - move up to new mezzanine area - new cable required.
7. Existing interior Dock Camera - move to new location above man door and mount at 10' AFF - new cable required.

Client References

University of Nebraska Lincoln – Police Department

The Inteconnex – University of Nebraska Lincoln Police department relationship began in 2005 when a multi-vendor surveillance platform was in place. At that time, Inteconnex provided consultation, design, build and ongoing service and maintenance for the Vicon based surveillance system. Since then, Inteconnex has moved the University onto a complete Avigilon system with more than 2,000 Avigilon cameras and 25-30 NVR servers.

Bryan Meehan

Systems Administrator
402-472-2195
bmeehan3@unl.edu

Gretna Public Schools

Inteconnex was awarded the Gretna High School and Middle School Video Surveillance RFP in early 2013. Since then, Gretna Public Schools has standardized the Avigilon solution district-wide. Inteconnex provides consultation, design, build and ongoing service and maintenance for the school district. Inteconnex also implemented a License Plate Recognition (LPR) solution at the high school.

Pat Phelan

Director of Technology
402-981-7683
pphelan@gpsne.org

City of Lincoln, NE and Lancaster County

Inteconnex has designed and implemented video surveillance and access control systems for the facilities throughout the City of Lincoln and Lancaster County.

Brian Johnson

Security Supervisor
402-441-6333
bljohnson@lancaster.ne.gov

Central Community College – Nebraska

Inteconnex has partnered with Central Community College since 2013 when Avigilon was chosen as the preferred vendor in the redesign of their aging video surveillance platforms across several geographically independent campuses. Inteconnex provided design, installation, implementation and ongoing service on the district-wide video surveillance systems. The relationship has included many projects since 2013, including Avigilon License Plate Recognition and video analytics for the campus parking lots.

Craig Boroff

College Facilities Manager
308-398-7568
cboroff@cccneb.edu

Security Cameras 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 arena bowl, Interior/exterior loading dock security cameras for Pinnacle Bank Arena requires the following:
 - 1.1.1 Furnish and install new security cameras throughout the arena bowl, Interior, and Exterior Loading Dock.
 - 1.1.2 Must be able to tie into our Avigilon System
- 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 Vendors 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.

- 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 design, furnish, and install new security cameras throughout the arena bowl and loading dock of Pinnacle Bank Arena.
- 2.2 A pre-bid meeting will happen before the bid closes.
 - 2.2.1 A pre-bid meeting will be held on Tuesday, November 14, 2023, at 10:00 a.m. at the Pinnacle Bank Arena located at 400 Pinnacle Arena Drive. Enter on north side at Security Entrance which is between the emergency generators. All interested bidders are encouraged to attend.
- 2.3 All vendors must submit a plan and quote for the cameras. will choose vendors based on plan and price to best cover the areas that meet the requirements needed by PBA staff.

3. NEW SECURITY CAMERAS

- 3.1 The bidder's "Lump" sum pricing in Ebid must reflect providing the following:
- 3.2 Camera Requirement for the Arena Bowl:
 - 3.2.1 Avigilon 5K (16MP) H5 Pro Camera
 - 3.2.2 Sigma 18-35mm f/1.8 lens for Pro Camera.
 - 3.2.3 All necessary housing must be included.
 - 3.2.4 All network cables for all cameras and hardware must be included.
 - 3.2.5 If the vendor recommends another camera of choice, we will discuss those options.
- 3.3 Interior and Exterior of Loading Dock
 - 3.3.1 Camera equipment on the interior and exterior of the loading dock is to be designed by the vendor.
 - 3.3.2 Recommended camera options to cover these areas are expected.
 - 3.3.3 All installation is required for these cameras.
- 3.4 All cameras must come with installation and upgraded firmware of ACC8.
- 3.5 Note: PBA has open licenses. No new licenses are required.

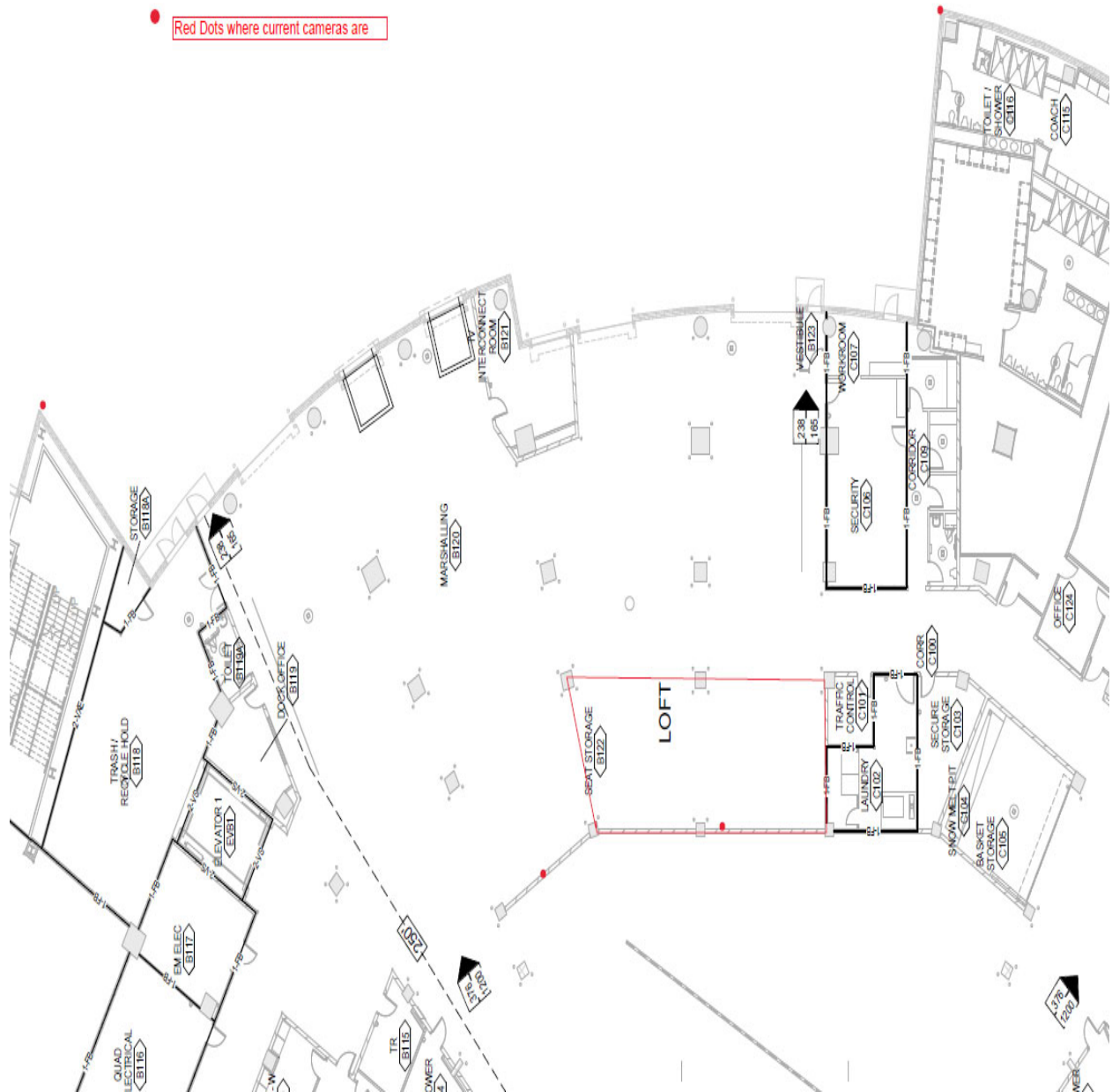
4. DELIVERY AND INSTALLATION

- 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.

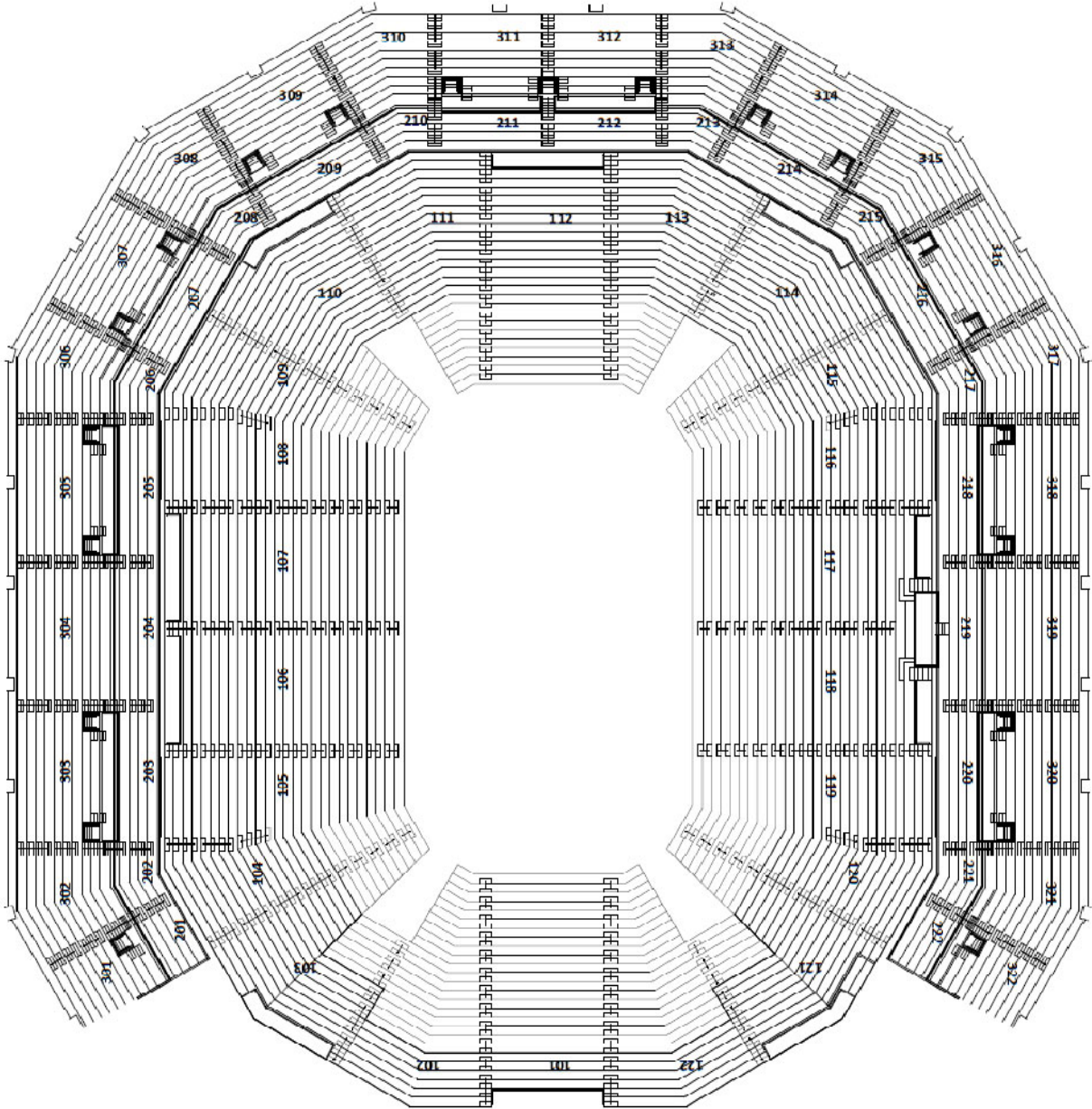
5. EVALUATION CRITERIA

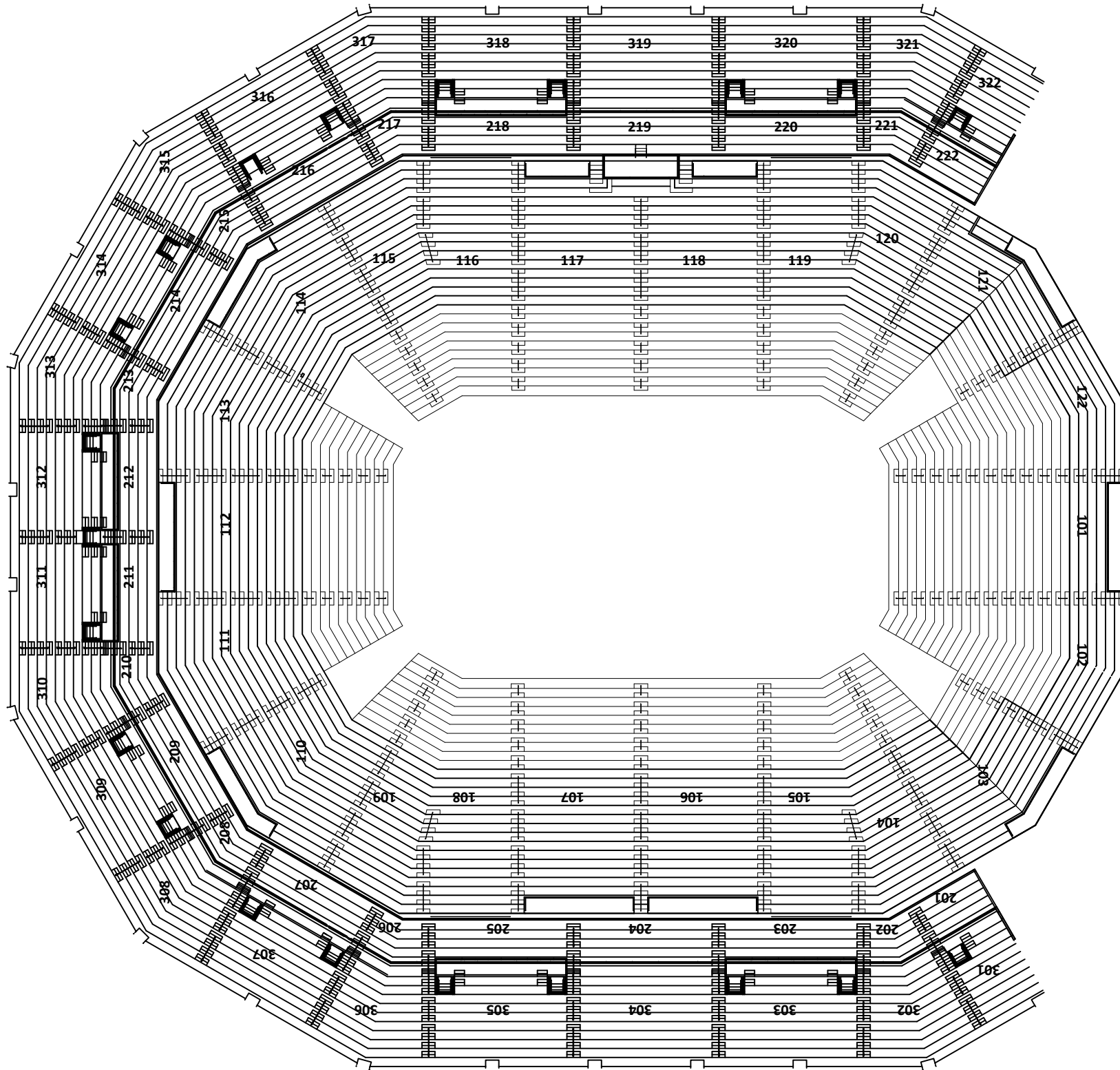
- 5.1 Evaluation of bids will consist of the following:

- Red Dots where current cameras are



The design of the bowl is provided to vendor to designed best overall design of covering the arena in the most efficient and economical way.





OCCUPANT LOAD CALCULATIONS BASED UPON IBC TABLE 1004.1.1			
USE	LOAD FACTOR (SF/OCC.)	AREA (SF)	OCCUPANT LOAD
ASSEMBLY A-2 (DINING/HOSPITALITY)	15	5,182	345
ASSEMBLY A-3 (CONCENTRATED)	7	864	123
ASSEMBLY A-4 (SEATS ON FLOOR)	SEAT COUNT		1,500
LOCKER ROOM A-3	50	18,152	363
CONCESSION STANDS	50	832	17
KITCHEN/COMMISSARY	200	9,802	49
BUSINESS/OFFICES	100	5,204	52
MERCANTILE	30	1,836	61
STORAGE	300	13,859	46
MECHANICAL & ELECTRICAL ROOMS	300	14,832	49
TOTAL LOAD			2,606
TOTAL EXIT CAPACITY			5,940

EVENT LEVEL - PLUMBING FIXTURE REQUIREMENTS					
GENDER	NUMBER	WATER CLOSETS	URINALS	LAVATORIES	DRINKING FOUNTAINS
WOMEN REQUIRED	1305	19	-	5	5
WOMEN PROVIDED	1305	49	-	30	2
MEN REQUIRED	1305	5	7	5	5
MEN PROVIDED	1305	32	16	36	2

STAIR #1
2 STAIRS @ 102"W
EXIT CAPACITY = 2,124

STAIR #2
2 STAIRS @ 102"W
EXIT CAPACITY = 2,124

STAIR #4
2 STAIRS @ 102"W
EXIT CAPACITY = 2,124

STAIR #3
2 STAIRS @ 102"W
EXIT CAPACITY = 2,124

STRUCTURAL ENGINEER

BLD IMPROV

100 BROADWAY

NEW YORK, NY 10004

212.334.2021

blimpeng.com

ASSOCIATE ARCHITECT

DAN VERMEER ARCHITECTS

400 WEST 14TH ST

NEW YORK, NY 10011

212.334.2021

blimpeng.com

ME ENGINEER

THE CLARK ENGINEERING PARTNERS

100 WEST 14TH ST

NEW YORK, NY 10011

212.334.2021

blimpeng.com

DLR Group

Architecture Engineering Planning Interiors

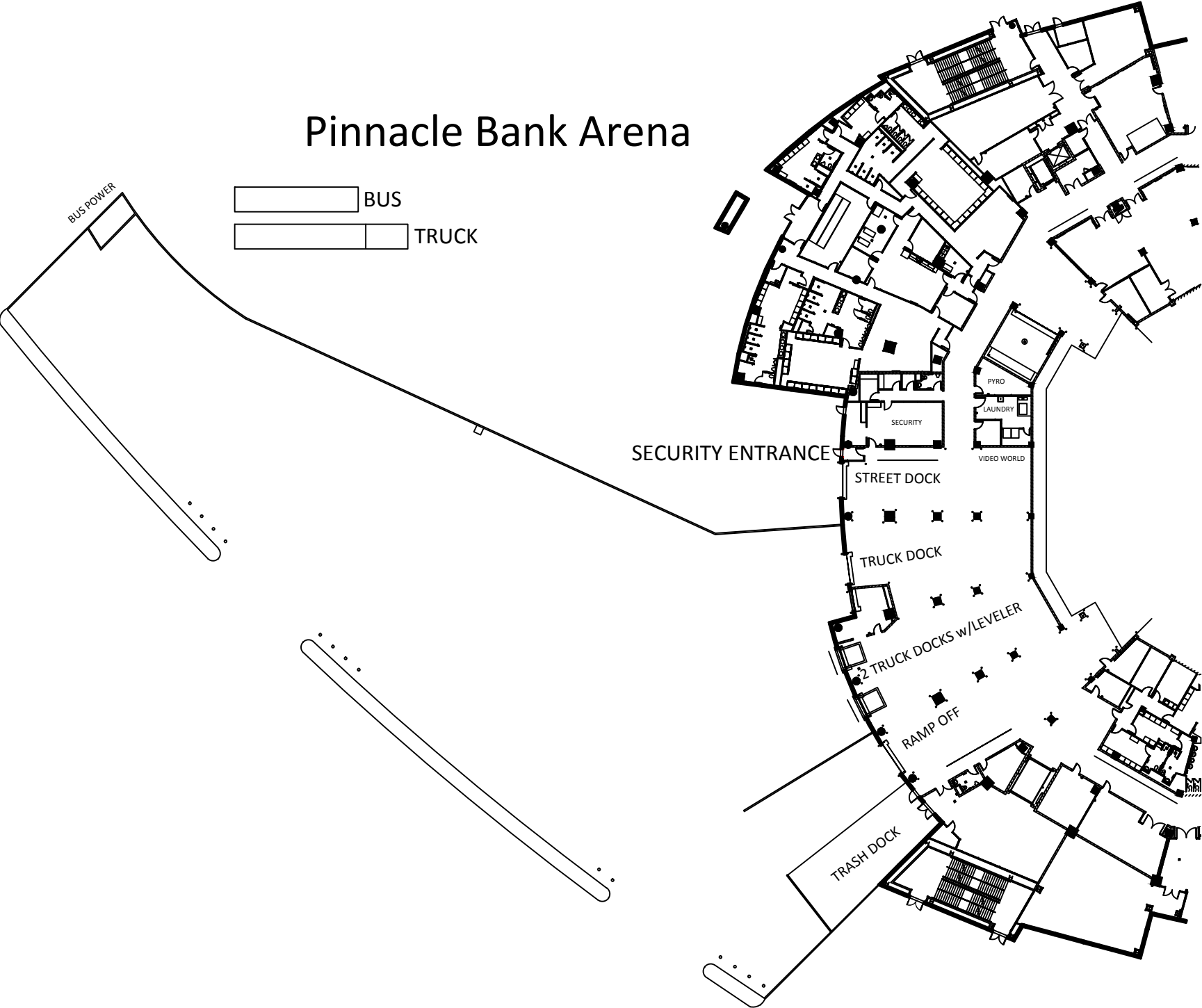
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- Archives
- BP2 - 08.17.11
 - BP3 - 09.22.11
 - BP4 - 11.01.11
 - CCA 007 - 11.16.11
 - CCA 011 - 12.22.11
 - CCA 014 - 01.13.12
 - CCA 016 - 01.27.12
 - BP5 - 02.06.12
 - CCA 022 - 02.23.12
 - CCA 030 - 04.27.12
 - CCA 035 - 06.15.12

CODE PLAN - EVENT LEVEL WEST HAYMARKET ARENA

Revisions	Author	Date
1	2/2/2011	2/2/2011
2	2/2/2011	2/2/2011
3	2/2/2011	2/2/2011
4	2/2/2011	2/2/2011
5	2/2/2011	2/2/2011
6	2/2/2011	2/2/2011
7	2/2/2011	2/2/2011
8	2/2/2011	2/2/2011
9	2/2/2011	2/2/2011
10	2/2/2011	2/2/2011

Pinnacle Bank Arena



Insurance Requirements

Submitted on	26 September 2023, 10:24AM
Receipt number	1084
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.

Advertise 2 times
Friday, November 10, 2023
Friday, November 17, 2023

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **2:00 pm, Tuesday, November 28, 2023** for providing the following:

Security Cameras for Pinnacle Bank Arena
Bid No. 23-280

A Pre-bid meeting will be held Tuesday, November 14, 2023 at 10:00 am, at the Pinnacle Bank Arena located at 400 Pinnacle Arena Drive. Please enter the building on the north side at the Security Entrance which is between the emergency generators. All bidders are encouraged to attend.

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

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

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 Commonwealth Electric Company of the Midwest for a new Lutron Control System at the Pinnacle
5 Bank Arena, for a total amount not to exceed \$163,977.00, pursuant to Bid No. 23-287, is hereby
6 approved and the Chairperson of the West Haymarket Joint Public Agency Board of
7 Representatives is hereby authorized to execute said Contract.

Adopted this _____ day of January, 2024.

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 Lutron Control System for Pinnacle Bank Arena
Bid No. 23-287**

**Commonwealth Electric Company of the Midwest
5321 N. 70th Street
Lincoln, NE 68507
402-474-1341**

**West Haymarket Joint Public Agency
Contract Terms**

THIS CONTRACT, made and entered into by and between **Commonwealth Electric Company of the Midwest, 5321 N. 70th Street, Lincoln, NE 68507**, hereinafter called "Contractor", and the West Haymarket Joint Public Agency, Lincoln, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "JPA".

WHEREAS, the 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 Lutron Control System for Pinnacle Bank Arena, Bid No. 23-287

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

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the 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/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$163,977.00.

3. Equal Employment Opportunity: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. GUARANTEE: A performance and payment bonds 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.
6. 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.
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 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.

8. Period of Performance: The Contract shall become effective upon execution by both parties. The work included in this Contract (product ordered, received, and installed) shall be completed by July 1, 2024.
9. Assignment: Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the JPA.
10. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Performance and Payment Bonds
 3. Accepted Proposal\Supplier Response
 4. Lighting Control Attachment – Addendum 1
 5. Lighting Control Specifications
 6. Code Plan 1.5 – Premium Level
 7. Code Plan 1.6 – Upper Concourse
 8. Code Plan 1.7 - Top of Seating
 9. Floor Plans 1, 2, 3, 4, & 7
 10. Insurance Requirements
 11. Certificate of Insurance and Endorsements
 12. Certified Statement
 13. Instructions to Bidders
 14. Notice to Bidders
 15. Sales Tax Exemption Forms 13 & 17

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.

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

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

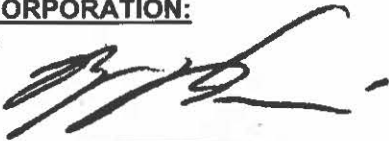
Vendor Signature Page

CONTRACT
New Lutron Control System for Pinnacle Bank Arena
Bid No. 23-287
West Haymarket Joint Public Agency
Commonwealth Electric Company of the Midwest

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:



Secretary

Seal

Commonwealth Electric Company
Name of Corporation

5321 North 70th Street
Address Lincoln, NE 68507

By: 
Duly Authorized Official

BRANT MAYER
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

New Lutron Control System for Pinnacle Bank Arena

Bid No. 23-287

West Haymarket Joint Public Agency

Commonwealth Electric Company of the Midwest

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 _____

COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

A. GENERAL INFORMATION

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

Construction Performance Bond
Construction Payment Bond

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

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

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

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

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

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

B. COMPLETING THE FORMS

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

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

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

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

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

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal
Place of Business):

Commonwealth Electric Company of the Midwest
5321 N. 70th Street
Lincoln, NE 68507

Owner (Name and Address):
Lancaster County
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: \$163,977.00

Description (Name and Location):

**For all labor, material, and equipment necessary for:
New Lutron Control System for Pinnacle Bank Arena, Bid No. 23-287**

BOND

Date:

Amount: \$163,977.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Commonwealth Electric Company of the Midwest
5321 N. 70th Street
Lincoln, NE 68507

Signature: _____
Name and Title:

Signature: _____
Name and Title:

EJCDC NO. 1910-28a (1984 Edition)

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

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

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

Commonwealth Electric Company of the Midwest
5321 N. 70th Street
Lincoln, NE 68507

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

Owner (Name and Address):

Lancaster County
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: \$163,977.00

Description (Name and Location):

**For all labor, material, and equipment necessary for:
New Lutron Control System for Pinnacle Bank Arena, Bid No. 23-287**

BOND

Date:

Amount: \$163,977.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

SURETY

Company: _____ (Corp. Seal)

Commonwealth Electric Company of the Midwest
5321 N. 70th Street
Lincoln, NE 68507

Signature: _____
Name and Title:

Signature: _____
Name and Title:

EJCDC NO. 1910-28B (1984 Edition)

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

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
 2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
 3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
 4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
 5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
 6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
 7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
 8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.
- By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
 14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
 15. DEFINITIONS
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

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

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

Pursuant to Neb. Rev. Stat. § 77-1323, I, Billy J. Frieson, do hereby certify that all equipment to be used on Bid No. 23-223, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

DATED this 5 day of December, 2023.

By: _____

Title: CHIEF FINANCIAL OFFICER

STATE OF NEBRASKA

COUNTY OF Lancaster

)
)ss.
)

On December 5, 2023, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Billy Frieson, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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

State of Nebraska – General Notary
NICOLE M. ROACH
My Commission Expires
February 15, 2025

[Signature]
Notary Public

(SEAL)



23-287 Addendum 1

Commonwealth Electric Company of the Midwest

Supplier Response

Event Information

Number: 23-287 Addendum 1
Title: New Lutron Control System for Pinnacle Bank Arena
Type: Notice to Bidders
Issue Date: 11/9/2023
Deadline: 11/28/2023 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

Commonwealth Electric Company of the Midwest Information

Contact: Melissa Brown
Address: 5321 N. 70th St.
Lincoln, NE 68507
Phone: (402) 474-1341
Fax: (402) 474-0114
Email: mbrown@commonwealthelectric.com
Web Address: www.commonwealthelectric.com

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

Mike Tworek

Signature

Submitted at 11/28/2023 11:27:49 AM (CT)

mtworek@commonwealthelectric.com

Email

Response Attachments

REFERENCES.pdf

References

New Lutron Control System-PBA Proposal.pdf

Scope Letter

Bid Bond PBA Lutron Ltg Cntl.pdf

Bid Bond

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 Lighting Control Attachment to the Bid Attachment Section.

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

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

4 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes

5 Solicitation Notification

How did you learn about this solicitation?

Ebid/Ionwave

6 Draft Sample Contract

I acknowledge reading and understanding the draft sample contract.

☒ Yes

7 Bid Bond Submission - City

I acknowledge and understand that my bid may not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the City Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response. The original bond/check should be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. Failure to submit bid bond within three (3) days may result in rejection of bid.

I have mailed my bid bond.

8 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.

Mike Tworek, (402) 450-7307, mtworek@commonwealththelectric.com

9 Performance/Payment Bonds

I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this project.

☒ Yes

10 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

11 References

I have attached my References on Company letterhead to the Response Attachment section of this bid.

☒ Yes

1 2	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
1 3	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
1 4	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
1 5	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 6	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. <div style="border: 1px solid black; padding: 2px;">YES, agree</div>
1 7	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 Furnish and install all new Lutron Quantum Lighting Control System

Quantity: 1 UOM: Lump Sum Unit Price: Total:

Item Attributes

1. Manufacturer and Model

Please provide manufacturer and model number bidding.

Response Total: \$163,977.00



Commonwealth Electric Company of the Midwest

5321 North 70th Street | Lincoln, NE 68507 | (402) 474-1341

11/28/2023

RE: New Lutron Control System for Pinnacle Bank Arena
Lincoln, NE

To whom it may concern:

We are pleased to submit for your consideration our proposal for furnishing and installing electrical work for the above referenced project. It is our intention in submitting this scope letter to have a complete electrical package. We do, however, make the following clarifications as to what our present bid entails.

Our proposal is based on the drawings listed below and related specifications and addenda by:

Drawings:

- 23-287 Lighting Control Specifications.
- 23-287 FloorPlan-01
- 23-287 FloorPlan-02
- 23-287 FloorPlan-03
- 23-287 FloorPlan-04
- 23-287 FloorPlan-07
- 23-287 CP-1.5
- 23-287 CP-1.6
- 23-287 CP-1.7
- 2003471.6.2 BOM Specification Dated:7/24/2023
- Pinnacle Bank Areana Lincoln NE AS BUILTS 2003471-001 Dated:7/15/13
- LUTRON_P_RBL Specification Dated : 12/11/2012
- Quantum Typical Front End

Addenda

Addendum No. 1: Dated 11/16/2023

- 23-287 Lighting Control Attachment

Clarifications

1. This proposal includes:

- A. Temporary power and lighting according to our interpretation of the project requirements. We will furnish extensions for temporary power and lighting for our own forces only. Temporary power will be derived from the permanent power source for the project.
- B. All required permits and inspection fees for electrical work covered by this contract.
- C. Only that work shown on the above-referenced drawings and outlined in the BOM Specification document. We reserve the right to review the revised bill of material after the LSC-RUS-PRECON visit is complete.
 - i. Installation of (4) QP3-1PL-100-240
 1. Addition of service receptacle from nearest 120/208V panelboard utilizing SPARE breaker per submittal.
 2. CAT 5E cable run to nearest IT room. Cable will be tested and labeled on both ends.
 - ii. Installation of (6) QSE-IO.
 - iii. Installation of (8) QSWS2-5BRLI-WH. Existing switches will be removed per above plan.
 - iv. 8000' of LUTRON P-RBL cabling and support allowance for Processor Panel Link and DMX Link.
 - v. 120V receptacle to owner supplied UPS for owner provided Q-Manager Server.

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Commonwealth Electric Company of the Midwest

5321 North 70th Street | Lincoln, NE 68507 | (402) 474-1341

- D. Assumes P-RBL can be free-air in all areas. **Existing sleeves will be used to enter cabinets or to pass through areas. Any additional surface piping is not included.**
 - E. Cleanup for our own identifiable scraps to a centralized scrap pile. We will not accept back charges for any prorated portion of general cleanup of the premises, nor disposal of centralized scrap pile.
2. This proposal does not include:
- A. The cost of performance, payment and maintenance bonds. However, we will furnish these bonds if desired for an additional cost.
 - B. Energy consumption cost and Power Company charges for permanent and temporary construction power and lighting.
 - C. Drywall patching for new QSW2-5BRLI-WH control station.
 - D. **Provisions or installation of any additional lighting control devices or additional wiring found after the Lutron onsite visit determining sequence of operation that differ from the LUTRON One-Line AS BUILTS.**
 - E. **Quantum Q-Manger Server QS-A-CMP-SBO-0 will be provided by others.**
 - F. **Changing any of the existing lighting loads. Assumes all existing switching and control zones will stay the same.**
 - G. Any NETA testing, breaker or relay coordination studies, or an arc flash study.
 - H. Any ceiling, floor or wall removal, repair, repainting, or replacement if required for installation of new electrical work as shown on the drawings.
 - I. Any BIM Coordination.
 - J. Sales tax.
3. Our proposal is based on a normal 8 hour per day, 40 hour per week work schedule. We have included no provisions for shift work or overtime.
4. Our proposal includes standard insurance coverage limits. If additional umbrella or increased coverage limits are required, Commonwealth Electric reserves the right to review these costs and determine if there will be an increase to our proposal amount.
5. Our proposal is based on contract being issued with adequate time allowed for material procurement to maintain the project schedule.
6. Our proposal does not include any acceleration costs to recover for delays not caused by Commonwealth Electric Company of the Midwest.
7. Our proposal is based on the determination that we will participate in the development of and revisions to a mutually agreed upon construction schedule.
8. We will not participate in liquidated damage expenses if damages are due to any cause other than our own actions.
9. We exclude all demolition, painting and patching of existing walls, floors, ceilings, roofs and other interior, exterior, above grade and below grade concrete or asphalt surfaces.
10. We will not be responsible for work done on our account unless specifically authorized by us in writing.
11. We will accept a subcontract containing language similar in scope and intent to the current edition of AIA document A201 – General Condition of the Contract of Construction.
12. We will not accept a contract with a Broad Form Hold Harmless Clause.

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13. This scope letter must be made part of our contract.
14. This proposal is based on entering into a subcontract with your firm that is not more exacting than the contract between your firm and the owner.
15. This proposal is based upon the understanding that you and all of your subcontractors will comply with the current applicable terms and provision of the Occupational Safety and Health Laws and Regulations and current Hazardous Communication Laws. Commonwealth Electric Company of the Midwest will not accept any liability imposed upon us caused from your non-compliance with the above, or that of your subcontractors.
16. Our proposal will remain firm for a period of thirty (30) days from the date of this document, at which time we reserve the right to re-evaluate for possible adjustment(s) in pricing.
17. If during the performance of this project, the price of commodity materials such as steel, copper, PVC, wire, etc. significantly increases, Commonwealth Electric Company of the Midwest will pursue equitable escalation costs for any materials, components or goods made from these commodity items.
18. Based on the current market conditions, interruptions in the material supply chain and material availability issues may impact this project. Fluctuations with delivery dates and material pricing may result in pricing and schedule impacts to the project. Commonwealth Electric Company of the Midwest will pursue equitable change orders for availability and supply chain impacts.
19. Based on the above clarifications, we are offering the following firm lump sum pricing for the above mentioned electrical work.

Base Bid	\$ <u>162,515.00</u>
Performance, Payment and maintenance Bonds (Add, If Required)	\$ <u>1,462.00</u>

We appreciate the opportunity to provide you with our proposal on this project. Your consideration of our firm for completing the electrical work is valued and appreciated. Please do not hesitate to contact us should you have any questions regarding our proposal.

Sincerely,
COMMONWEALTH ELECTRIC COMPANY OF THE MIDWEST

Mike Tworek
Project Estimator

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Columbus | Des Moines | Grand Island | Kearney | Lincoln | Omaha | Phoenix | Tucson

REFERENCES:

CHI St. Elizabeth Regional Medical Center

Attn: Tom Kortus
555 South 70th Street
Lincoln, NE 68510

(402) 219-7011

University of Nebraska

Information Services
Attn: Blake France
1321 Military Road
Lincoln, NE 68588-6104

(402) 472-1105

Lincoln Public Schools

Attn: Scott Wieskamp
800 S. 24th Street
Lincoln, NE. 68510

(402) 436-1072

Duncan Aviation

Maira Sherman
3601 East Park Road
Lincoln, NE 68524

(402) 475-2611

Insurance Requirements

Submitted on	26 September 2023, 10:24AM
Receipt number	1084
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)

3/28/2023

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
Artex Risk Solutions, Inc.
2850 Golf Road, 5th Floor
Rolling Meadows IL 60008

CONTACT NAME: Jenn Morris

PHONE (A/C, No, Ext): 630-438-1564

FAX (A/C, No): 630-285-4199

E-MAIL ADDRESS: jenn_morris@artextrisk.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Old Republic Insurance Company

24147

INSURED
Commonwealth Electric Co. of the Midwest
3910 South Street
Lincoln, NE 68506

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER: 714764410

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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	MWZY 307102 23	4/1/2023	4/1/2024	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	<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	MWTB 307103 23	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	MWC 307101 23	4/1/2023	4/1/2024	<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

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

RE: CECM Job #: 222 23-055 Electrical and Large-Scale Electrical Services. City of Lincoln & Lancaster County & Lincoln-Lancaster County Public building commission are included as additional insureds on General Liability and Auto Liability coverages where required by written contract. Waiver of Subrogation applies to the additional insured as respect to General Liability, Auto Liability and Workers Compensation coverages pursuant to and subject to the policies terms, definitions, conditions and exclusions where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln
Lancaster County
Attn: Lincoln-Lancaster County Public Building
Commission
555 South 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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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 Mitsubishi Electric for new LED corner scoreboards at the Pinnacle Bank Arena, for a total amount
5 not to exceed \$144,680.00, pursuant to Bid No. 23-278, 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, 2024.

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**

**LED Corner Scoreboards for Pinnacle Bank Arena
Bid No. 23-278**

**Mitsubishi Electric
530 Keystone Drive
Warrendale, PA 15086
724-779-1646**

**West Haymarket Joint Public Agency
Contract Terms**

THIS CONTRACT, made and entered into by and between **Mitsubishi Electric, 530 Keystone Drive, Warrendale, PA 15086**, hereinafter called "Contractor", and the West Haymarket Joint Public Agency, Lincoln, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "JPA".

WHEREAS, the 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:

LED Corner Scoreboards for Pinnacle Bank Arena, Bid No. 23-278

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

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the 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/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$144,680.00.

3. Equal Employment Opportunity: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination: This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty. Notwithstanding the foregoing, should JPA terminate this Contract for convenience, JPA shall pay Contractor for the cost of work in progress at time of termination.
 - 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. Period of Performance: The Contract shall become effective upon execution by both parties. The Work included in this Contract shall be completed no later than August 15, 2024.
8. Assignment: Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the JPA.
9. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal\Supplier Response
 3. Specifications
 4. Insurance Requirements
 5. Certificate of Insurance and Endorsements
 6. Instructions to Bidders
 7. Notice to Bidders
 8. Sales Tax Exemption Forms 13 & 17

The herein above mentioned Contract Documents form this Contract, are listed above in order of precedent, 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.

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

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
LED Corner Scoreboards for Pinnacle Bank Arena
Bid No. 23-278
West Haymarket Joint Public Agency
Mitsubishi Electric

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:



Secretary

Seal

Mitsubishi Electric Power Products, Inc.

Name of Corporation

530 Keystone Dr. Warrendale, PA. 15086

Address

By:

Duly Authorized Official

General Manager - Diamond Vision Division

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
LED Corner Scoreboards for Pinnacle Bank Arena
Bid No. 23-278
West Haymarket Joint Public Agency
Mitsubishi Electric

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 _____

23-278

Mitsubishi Electric Supplier Response

Event Information

Number: 23-278
Title: LED Corner Scoreboards for Pinnacle Bank Arena
Type: Notice to Bidders
Issue Date: 11/7/2023
Deadline: 12/1/2023 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

Mitsubishi Electric Information

Contact: George Marsico
Address: 530 Keystone Drive
Warrendale, PA 15086
Phone: (724) 779-1646
Email: george.marsico@meppi.com

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

George Marsico

Signature

Submitted at 12/1/2023 09:23:12 AM (CT)

george.marsico@meppi.com

Email

Supplier Note

Notwithstanding anything to the contrary stated above or in this Solicitation, this bid is being submitted by Mitsubishi Electric Power Products, Inc. in accordance with the specifications, scope of work, warranty and terms and conditions included in Mitsubishi Electric Power Products, Inc. proposal dated December 1, 2023.

Response Attachments

Mitsubishi Electric Proposal for PBA Corner Board Displays 12.01.2023.pdf

Attached, please find the Mitsubishi Electric proposal for new Corner Boards (4) at Pinnacle Bank Arena (Bid No. 23-278). Please advise if you have any questions regarding our submission. Thank You, George Marsico Manager Sports Market Mitsubishi Electric

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 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes

5	Contract Contact <p>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.</p> <p>George Marsico george.marsico@meppi.com 724-779-1646</p>
6	Bid Documents <p>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.</p> <p><input checked="" type="checkbox"/> Yes</p>
7	Solicitation Notification <p>How did you learn about this solicitation?</p> <p>Word of Mouth</p>
8	Design Approval <p>All designs shall be submitted for client approval prior to the project award. I acknowledge that I have attached our project design to the Bid Attachment Section of this bid. (PDF Format)</p> <p><input checked="" type="checkbox"/> Yes</p>
9	Assignment <p>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.</p> <p><input checked="" type="checkbox"/> Yes</p>
10	City = JPA <p>I acknowledge that wherever the City of Lincoln is referenced in this bid, it shall mean the West Haymarket Joint Public Agency (JPA).</p> <p><input checked="" type="checkbox"/> Yes</p>
11	References <p>I have attached my References on Company letterhead to the Response Attachment section of this bid.</p> <p><input checked="" type="checkbox"/> Yes</p>
12	Recycling of Corrugated Cardboard <p>I acknowledge and accept that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors shall haul any recyclable material directly to any of the three processor facilities which are currently operating in the City of Lincoln, or they can use a recycled material hauler for curbside collection at their place of business. Vendors are also encouraged to recycle any other approved materials used, or removed, from a City or County jobsite. Go to - https://www.lincoln.ne.gov/City/Departments/LTU/Utilities/Solid-Waste-Management/Recycling for more information on City of Lincoln recycling programs.</p> <p><input checked="" type="checkbox"/> Yes</p>

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.

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

LED Corner Scoreboards

Quantity: 4 UOM: EA Unit Price: Total:

Item Notes: Furnish and install (4) four new corner display boards.
 Connect corner boards to existing mounts in all four vomitories.
 Must be able to connect to Daktronics display show controller.
 Must be able to connect to OES Scoring System

Response Total: \$144,680.00



PINNACLE BANK ARENA

LED CORNER SCOREBOARDS
BID NO. 23-278

LINCOLN, NE

PROPOSAL 12.01.2023



PINNACLE BANK ARENA LINCOLN, NE

PROPOSAL DECEMBER 1, 2023

TABLE OF CONTENTS

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- SECTION 3: PROJECT TEAM / APPROACH
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- SECTION 5: SCOPE OF WORK
- SECTION 6: RENDERING
- SECTION 7: PRICING
- SECTION 8: APPENDIX

PROJECT CONTACT :

George Marsico

Manager Sports Market

Mitsubishi Electric Power Products, Inc.

Diamond Vision Systems Division

Office Phone: (724) 779-1646

Email: George.marsico@meppi.com



MITSUBISHI
ELECTRIC

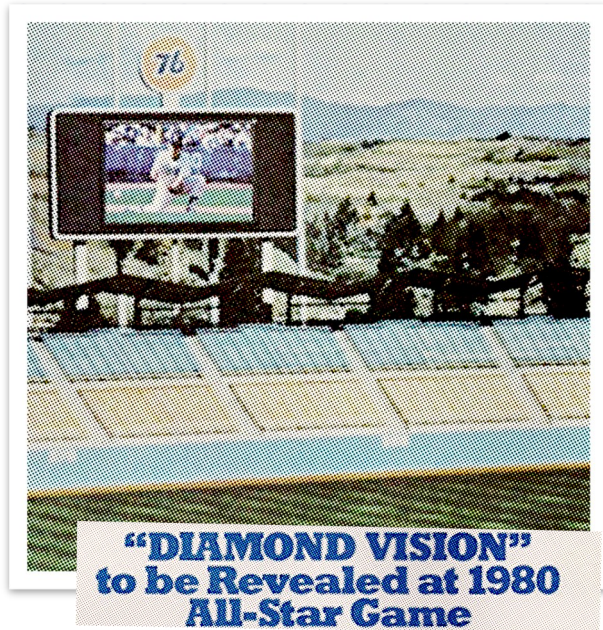
MITSUBISHI ELECTRIC
POWER PRODUCTS, INC.

**DIAMOND
VISION**
SYSTEMS DIVISION

1. COMPANY OVERVIEW



COMPANY INFORMATION



ABOUT US

THE FIRST AND THE FINEST

Mitsubishi Electric Power Products, Inc. (MEPPI) introduced the world to the full-color large-scale video display in 1980 and revolutionized the entertainment experience.

Much has changed in the past 40 years, but MEPPI through its Diamond Vision Systems Division continues to supply innovative, quality products to the market with the an extended line of products marketed under the XL Series.

Over the years, the Diamond Vision Systems Division has managed some of the largest projects in the industry and won many awards including 6 Guinness World Records and an Emmy for pioneering development of large-scale display technology.

Mitsubishi Electric Power Products, Inc. and its Diamond Vision Systems Division are part of Mitsubishi Electric Corporate, a subsidiary of global powerhouse Mitsubishi Electric with nearly 1,000 employees. Diamond Vision currently has 200+ customers in sports and commercial markets.



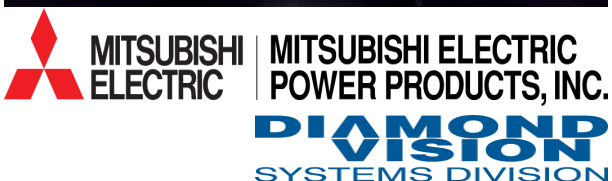
Mitsubishi Electric Power Products, Inc.

530 Keystone Drive

Warrendale, PA 15086

(724) 772-2555

<http://www.meppi.com/Products/DiamondVision/>



SERVICE AND SUPPORT

LOCAL SERVICE SUPPORTED BY OUR ENTIRE TEAM

Mitsubishi Electric has established an impeccable reputation for quality and reliability. We also pride ourselves in having outstanding service and support for those times when your display is in need of a little tender loving care.

When it comes to the personal touch, our corporate offices are in suburban Pittsburgh (Warrendale, PA), where our executives, engineers, project managers and technical support all reside.



- 900 Employees
- Approaching \$1 Billion in Sales
- Engineering Staff
- Support of \$35 Billion Parent Company



- State-of-the-Art ISO 9001 Factory
- UL/FCC Compliance
- Extensive QC and Test Process



- Service Department in Warrendale, PA
- 24/7 Technical Support
- Stocked Parts Depot
- Support by local Service Technicians



2. EXPERIENCE / REFERENCES

MAJOR INSTALLATIONS

ALL SPECIFICATIONS ARE PER EACH DISPLAY

University of Nebraska Memorial Stadium, Lincoln NE (2016)



Main Display features Mitsubishi Electric 10mm outdoor product.

DISPLAY DETAILS

HD Video Display – Main Display (1 Qty.)

10mm Rear Service: 10.240 x 35.840 meters (33.60 x 117.59")

HD Video Display – Tower Display (6 Qty.)

10mm Rear Service: 6.400 x 7.360 meters (21.00 x 24.15')

HD Video Display – Ribbon Board Sideline (2 Qty.)

16mm Top Service: 1.024 x 111.872 meters (3.36 x 367.03')

HD Video Display – Ribbon Board Sideline (2 Qty.)

16mm Top Service: 1.024 x 111.872 meters (3.36 x 367.03')

HD Video Display – Ribbon Board Upper (1 Qty.)

16mm Top Service: 1.024 x 145.152 meters (3.36 x 476.22')

HD Video Display – Ribbon Board Sideline (2 Qty.)

16mm Top Service: 1.024 x 111.872 meters (3.36 x 367.03')

PROJECT CONTACT

Kirk Hartman

Memorial Stadium

One Memorial Stadium

Lincoln, NE 68588

402.472.3032

khartman@huskers.com

MAJOR INSTALLATIONS

ALL SPECIFICATIONS ARE PER EACH DISPLAY

PPG Paints Arena—Pittsburgh, PA (2023)



4mm Lightweight Center Hung Display; 10mm Ribbon Board Displays

DISPLAY DETAILS

Main Center Hung Displays (4) 4mm Displays 32.76' (H) x 40.31' (W)

Underbelly Displays (2) 2.66mm Displays 11.34' (H) x 25.20' (W)

Upper Ribbon Display (1) 10mm Display 2.10' (H) x 1044.62' (W)

Lower Ribbon Display (1) 10mm Display 2.10' (H) x 1002.62' (W)

Lobby Display (1) 10mm Display 3.15' (H) x 83.99' (W) (

PROJECT CONTACT

John Sodini

Vice President Events and Experiences
Pittsburgh Penguins
1001 Fifth Avenue
Pittsburgh, PA 15219
412.642.1300 P
jsodini@pittsburghpenguins.com

MAJOR INSTALLATIONS

ALL SPECIFICATIONS ARE PER EACH DISPLAY

United Center-Chicago Bulls / Blackhawks (2019)



4mm Main Display with 4mm Rings. Kinetic Display with moving parts.

DISPLAY DETAILS

Primary Displays (4 Qty.)

4mm Black: 4.538 x 9.79 meters (17.64 x 32.13')

Upper Ring Display (1 Qty.)

4mm Black: 2.30 x 62.98 meters (7.56 x 206.61')

Lower Ring Display (1 Qty.)

4mm Black : 2.69 x 50.69 meters (8.82 x 166.30')

Auxiliary Displays (4 Qty.)

4mm Black 6.14 x 8.06 meters (20.16 x 26.46')

PROJECT CONTACT

Joe Myhra

United Center

1901 West Madison Street

Chicago, IL 60612

312.455.4513 P

jmyhra@unitedcenter.com

MAJOR INSTALLATIONS

ALL SPECIFICATIONS ARE PER EACH DISPLAY

Bridgestone Arena—Nashville Predators (2019)



4mm Main Display with 6mm Rings and Corners. LED “Fang” Displays.

DISPLAY DETAILS

Primary Displays (4 Qty.)

4mm Black: 6.656 x 10.240 meters (21.84 x 33.60')

Underbelly Displays (2 Qty.)

4mm Black: 2.944 x 8.704 meters (9.66 x 28.56')

LED Fang Displays (4 Qty.)

6mm Black : 8.616 x 2.331 meters (28.87 x 7.65')

PROJECT CONTACT

Ben Bosse

Bridgestone Arena

501 Broadway

Nashville, TN 37203

615.770.7861 P

bbosse@powersmgt.com

MAJOR INSTALLATIONS

ALL SPECIFICATIONS ARE PER EACH DISPLAY

Enterprise Center-St. Louis Blues (2017)



4mm Main Display with 6mm rings and corners

DISPLAY DETAILS

HD Video Display – Main Displays (4 Qty.)

4mm Front Service: 6.784 x 8.960 meters (22.26 x 29.40')

HD Video Display – Upper Ring Display (1 Qty.)

6mm Front Service: 1.344 x 45.504 meters (4.41 x 149.29')

HD Video Display – Bottom Ring Display (1 Qty.)

6mm Front Service: 0.960 x 39.744 meters (3.15 x 130.39')

HD Video Display – Corner Wedges (4 Qty.)

6mm Front Service: 6.720 x 1.344 meters (22.05 x 4.41')

PROJECT CONTACT

Chris Frome

Senior Director Event Presentation

St. Louis Blues

1401 Clark Avenue

St. Louis, MO 63103

314.589.5335 P | 314.304.1083 C

cfrome@scottradecenter.com

MAJOR INSTALLATIONS

ALL SPECIFICATIONS ARE PER EACH DISPLAY

Oracle Park—San Francisco Giants (2019)



First 4K Display in Major League Baseball—Features 10mm HDR Display and LED Clock Display

DISPLAY DETAILS

Primary Main Video Display (1 Qty.)

10mm Rear Service: 21.600 x 46.720 meters (70.87 x 153.28')

LED Clock Display (1 Qty.)

10mm Rear Service: 5.440 x 5.440 meters (17.85 x 17.85')

PROJECT CONTACT

Bill Schlough
Chief Information Officer
 San Francisco Giants
 24 Willie Mays Plaza
 San Francisco, CA 94107
 415.972.1714 P
 bschlough@sfgiants.com

EXPERIENCE / QUALIFICATIONS

ICONIC SPORTS MARKET REFERENCES

Mitsubishi Electric Power Products, Inc. (MEPPI) introduced the world to the full-color, large-scale video display in 1980 and revolutionized the entertainment experience. Since that very beginning, we've been recognized as the industry leader in technology, performance and reliability.

Throughout our 40 years in the industry, we've introduced numerous technological advancements and have been involved in some of the industry's largest and most complex video board projects.

Beginning in 2007, Mitsubishi Electric began the transition to Surface Mount Design LEDs (SMD). More than 95% of our installations today feature SMD LEDs. While some of our competitors are still actively promoting and selling "through hole" or "discrete" lamp technology to their biggest customers, we are committed to bringing the most advanced technology to our customers. Our latest product line — the XL Series — is our most advanced to date and is designed specifically to take advantage of the unique characteristics and performance of SMD technology.

We have provided a sampling in the following pages of some of our milestone / marquee projects featuring SMD similar to what we have proposed for Pinnacle Bank Arena.

Additionally, we include among our clients the following major installations:

Professional

Chicago Blackhawks / Bulls
Dallas Cowboys
Pittsburgh Penguins
Nashville Predators
Miami Heat
Indiana Pacers
Boston Red Sox
Green Bay Packers
New York Yankees
Buffalo Bills
Pittsburgh Pirates
San Francisco Giants

College

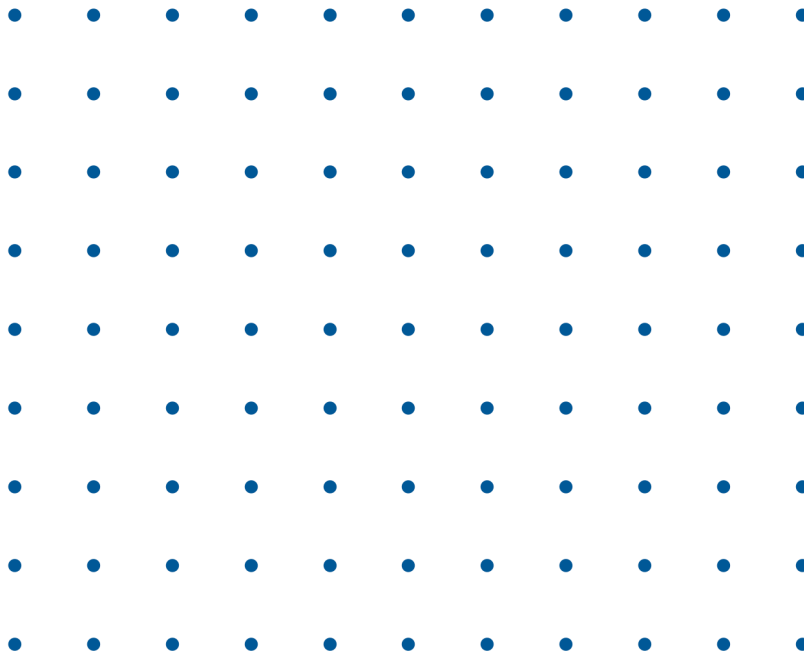
Baylor University Basketball
University of Texas Football
University of Louisville Football
University of Nebraska Football
University of Tennessee Football
University of Nevada Football
Villanova University Basketball
University of Notre Dame Football
University of Utah
University of Virginia
University of Montana
Texas Tech

Commercial

PGA TOUR
Disney Cruise Lines
Méga Parc (Retail)
900 Shops
Yonge-Dundas Square
Manulife Centre (Retail)
Hotel Penn
Venetian Hotel
1600 Broadway (Times SQ)
Marriot Marquis (Times SQ)
Aura Shops (Retail)
Yonge Sheppard Mall (Retail)



3. PROJECT TEAM / APPROACH



Business Unit
General Manager

Jon Deiliis
Manager, Projects
and Construction

David Corathers
Manager,
Engineering and
Product Design

Michael Mascari
Manager, Technical
Sales and Solutions

Project Manager
(TBA)

Project Specialist –
Inside Support
(TBA)

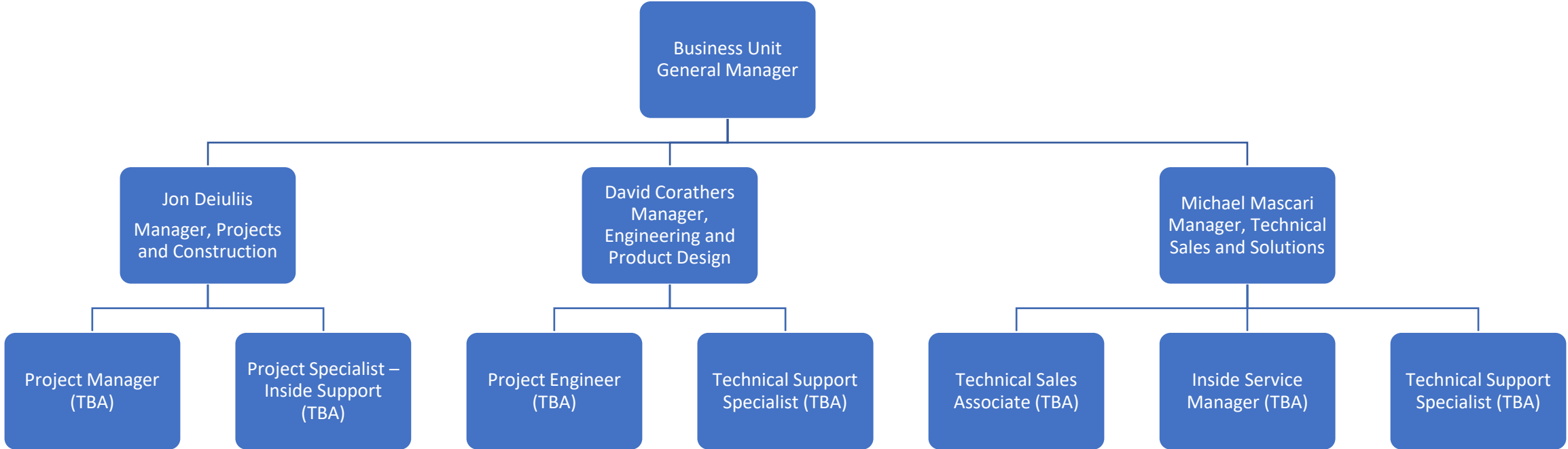
Project Engineer
(TBA)

Technical Support
Specialist (TBA)

Technical Sales
Associate (TBA)

Inside Service
Manager (TBA)

Technical Support
Specialist (TBA)



PROJECT TEAM

OUR EXPERIENCED SENIOR PROJECT MANAGEMENT TEAM

JON DEIULIIS PROJECT SUPERINTENDANT

Since graduating from Point Park University in 2002, Jon Deiuliis has been in the construction industry. Prior to joining MEPPI in 2008, Jon worked as a project manager for steel erection contractors in both Pittsburgh and Las Vegas. He played a part in many high profile projects at the Bellagio Casino, Caesars Palace, and the Pittsburgh Steelers practice facility during that time. With MEPPI, he has been the Project Manager of United Center, Pittsburgh Penguins, Seattle Seahawks, and Chicago White Sox projects,



DAVE CORATHERS PRINCIPAL AND PROJECT ENGINEER

Dave Corathers has been active in the Video/Display industry for over 18 years. Prior to his time at Mitsubishi, Dave spent 13 years at Rockwell Automation / Allen-Bradley where he was involved in Design Engineering, Project Management, Sales, and Product Line Management for industrial displays and video products. During his career, Dave has traveled extensively throughout the world, which has exposed him many cultures and video applications.

Dave has primary responsibility for the project during the design and engineering phase with technical and communications interface between MEPPI and our design engineering group. Dave has also overseen numerous Diamond Vision® installations including many large iconic installations across North America.



MIKE MASCARI, P.E. TECHNICAL SERVICES MANAGER

Mike has been part of the Diamond Vision team for over 11 years. He has been working in the field for over 20 years and is a licensed Professional Engineer in multiple US States. Mike has a wide breadth of experience with new product design, manufacturing, quality control, electrical engineering, project commissioning, and customer support. During his time with Mitsubishi, he has traveled widely to project installation sites and throughout Asia to factories and upstream suppliers. Mike has earned a BSEE as well as an MBA.

Mike has primary responsibility for the projects during the presale design and sales processes including finalizing contracts.



PROJECT TEAM

OUR EXPERIENCED SENIOR PROJECT MANAGEMENT TEAM

JARRED GEORGE SENIOR PROJECT MANAGER

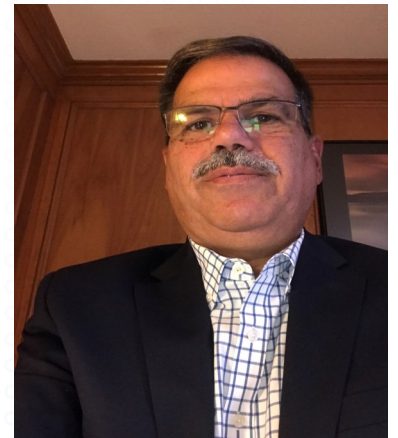
Jarred George has a Bachelor's Degree in Sport Management from California University of Pennsylvania. During his tenure, he was the assistant to the Athletic Director of Sports Facilities and Events. He was responsible for managing up to 50 game-day operations staff for all men and women's events. Upon graduation, Jarred became involved with Villanova University's Department of Athletics managing professional broadcast staff, such as ESPN and TV Commentators, as well as other various staff for all athletic events. For the past 11 years, his focus has been directly related to the LED display industry in areas of Operations, Technical Support, Service, Estimating, and Installation. He has experience working directly with many professional organizations over the years showcasing his wide array of talents. Some of these would include but aren't limited to the Pittsburgh Penguins, Boston Red Sox, Cleveland Cavaliers, and Baltimore Ravens. With Mitsubishi Electric since 2014, he has been the project manager for LED display installations for the St. Louis Blues, Dallas Cowboys, and the University of Virginia to name a few. Jarred specializes in front end equipment, but is well versed on the full scope of LED installation projects. He reports directly to Mike Brosko.



GEORGE MARSICO MANAGER SPORTS MARKET

George Marsico has been with Mitsubishi Electric for 7 years, focusing primarily on the U.S. and Canadian Sports Market. Prior to his time at Mitsubishi, George spent 8 years in the sports market with Natural Sand Company working with professional sports teams on their playing surfaces. During his career, George has worked with clients and consultants on many successful Mitsubishi projects, including the University of Michigan, Ann Arbor, MI; Seattle Seahawks in Seattle, WA; San Francisco Giants in San Francisco, CA; Enterprise Center in St. Louis MO; University of Nebraska Memorial Stadium in Lincoln, NE; University of South Carolina in Columbia, SC; and Venetian Resort in Las Vegas, NV to name a few.

George has primary responsibility for the Sports Market Sales at Mitsubishi.



APPROACH

SUCCESSFULLY PROVEN PROJECT APPROACH

1 DESIGN

- ⇒ Coordinate with team to finalize project specifics, including Product and Engineering issues.
- ⇒ Leverage our 40 Years of experience to resolve open issues and develop a final design, scope of work, and proposal.
- ⇒ Details surrounding the system configuration, installation, and operation are typical items resolved during this phase.

2 PROCUREMENT OF PRODUCT

- ⇒ Upon receiving a contract for the project, Mitsubishi Electric will procure all diodes from the manufacturer. Mitsubishi Electric will procure diodes for all displays as well as all spare parts, to ensure consistency of product over the life of the display.
- ⇒ Mitsubishi Electric will reserve production time in our Factory for the production of the displays.
- ⇒ Mitsubishi Electric will conduct an internal “Turn Over” meeting at which time sales will formally turn the project over to Project Management and Engineering to Procure product.

3 KICK-OFF

- ⇒ Upon receiving a contract for the project, Mitsubishi Electric will hold an on-site project kick off meeting with all project participants including the team as well as our local subcontractors.
- ⇒ At the meeting, all project details including Scope of Work, Project Schedule, Required Submittals, Project Safety Plans, and Project Communication Channels are finalized.
- ⇒ Mitsubishi Electric will introduce the assigned Project Manager and distribute a Project Kick-Off Package with relevant project information, preliminary drawings, and other information.
- ⇒ A walk through of the project site by all participants.

APPROACH

SUCCESSFULLY PROVEN PROJECT APPROACH

4

PRE-CONSTRUCTION

- ⇒ Mitsubishi Electric and our subcontractors will develop Engineering Drawings and other Project Related Submittals during this phase.
- ⇒ Stamped Structural Engineering Drawings are developed and submitted for approval.
- ⇒ On-Site Meetings with Mitsubishi Electric Project Team are held, with all final details confirmed prior to fabrication.

5

MANUFACTURING

- ⇒ Mitsubishi Electric begins Manufacturing and Assembly of Display products.
- ⇒ Long Lead Time products will have been on Order at the time of Contract Execution.
- ⇒ Based on approval of submittals, the fabrication of cabinets and assembly will begin during this phase.
- ⇒ Fabrication of Structural Steel will begin in this phase.
- ⇒ Ordering and Integration of Supplied Control System will occur.

APPROACH

SUCCESSFULLY PROVEN PROJECT APPROACH

INSTALLATION

6

- ⇒ Mitsubishi Electric's licensed subcontractors will begin site preparation and installation under the supervision of the full time on-site Mitsubishi Electric Project Manager.
- ⇒ Prior to this phase the entire project team will have completed any requisite drug testing and customer conducted safety training. The project team performs all daily activities in accordance with OSHA regulations and other project specific requirements.
- ⇒ The Project Manager will submit a daily report of project activity to Mitsubishi Electric's Operation Manager for review. This reporting process helps ensure immediate attention to any site related issues.

COMMISSIONING

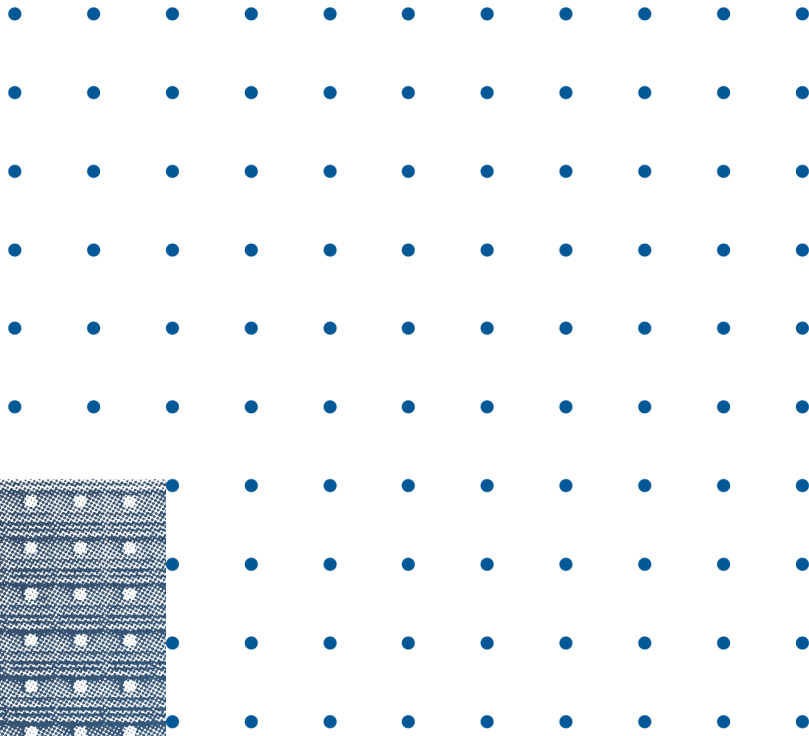
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- ⇒ During the commissioning phase of the project the Mitsubishi Electric systems architect will be on-site to perform initial testing of the display system as well as coordinate with the end user any final adjustments to the control system templates and settings. The displays, control system and any associated scoring system will be thoroughly tested at this point.
- ⇒ Mitsubishi Electric will perform on-site training on the operation and maintenance of the system.
- ⇒ The Mitsubishi Electric Project Manager will submit a punch list on the overall installation to the owner for review and be working to complete these items and close out the project.

SERVICE

8

- ⇒ Mitsubishi Electric will train our Local Responder (within 2 hours) for any service issues with the displays.
- ⇒ Mitsubishi Electric will train your on-site personnel on our LED Video Display products.
- ⇒ Our response team will utilize your MEPPI provided spare parts inventory to address any product issues with your display. This team is supported by our 24/7 hotline for direct contact with a Mitsubishi Electric engineer. Our engineers can remotely view your display to troubleshoot any issues. If needed, our staff will be on site to respond to any issues.



4. **PRODUCT** SPECIFICATIONS

PRODUCT SPECIFICATIONS-INDOOR

4mm Lightweight Indoor Product

XL SERIES INDOOR MODEL: YH-T4-CH (Lightweight)

DISPLAY SPECIFICATIONS

LED Display Device	Light Emitting Diode (LED) 3-in-1 Surface Mount Type LED (SMD) FM-B2020RGBA
Brightness	1,200 cd/m ² (nit)
Duration to 50% Brightness	100,000 hours
Pixel Density	62,500 pixels/m ²
Pixel Pitch	4.0mm TRUE PHYSICAL PIXEL PITCH
Cabinet Dimension	384 mm (H) x 192 mm (W)
Cabinet Resolution	64 (H) x 32(W) pixels
Color Temperature	6,500°K~8,000°K
Screen Refresh Rate	2,000Hz
Brightness Intensity Level	0~100 Levels (Full Fidelity at Each Level)
Color Processing	16 bit
Grayscale	16 bit/65536 Levels
Horizontal Viewing Angle (Viewable/50% Brightness)	+70° ~ - 70° (140°)
Vertical Viewing Angle (Viewable/50% Brightness)	+70° ~ - 70° (140°)
IP Rating	IP30
Cabinet Depth	Approx. 65mm (2.6")
Weight	19.6kg/m ²
Power Source	100 ~ 240VAC, 3Ø, 3 Wire + Ground
Required Power Supply	450W/m ²
Average Power Consumption	150W/m ²
Operating Temperature	-10 ~ 40° C

REV 10.20 Specifications subject to change without notice

XLSERIES

PRODUCT SPECIFICATIONS



XL SERIES DISPLAY CONTROLLER MODEL: MCTRL-600

Input Signal HDMI	Resolution up to 2.3 Megapixels, including 1080p, 1080i, 720p, 720i, 2048x1152, 2560x900, 1920x1200, and all resolutions below. HDCP compliant. 12, 10 or 8 bit color, RGB,YCrCb4:2:2, or YCrCb4:4:4.
Input Signal DVI-D	Resolution up to 2.3 Megapixels, including 1080p, 1080i, 720p, 720i, 2048x1152, 2560x900, 1920x1200, and all resolutions below. HDCP compliant.
Output Signal	Proprietary serial on Cat5 or fiber cable. Maximum 4 outputs per controller.
Controllable screen resolution (Per Controller)	Resolution up to 2.3 Megapixels, any screen aspect ratio. Can be cascaded for larger displays. (100 meter maximum distance with Cat5 cable) (300 meter maximum distance with multimode fiber)
External Control	USB Control port, USB Type-B connector.
Cascade	Allows multiple controllers for larger displays.
Input Voltage Input Current Input Frequency	AC100-240V - 3Pin IEC plug 1.1A 50/60Hz
Outline Dimension	(W) 440 x (H) 250 x (D) 56 mm (excluding rubber legs, connectors, operator controls and rack-mount brackets)
Mass	3.9Kg
Operating Condition	Operation Temperature -20 - 60 °C Humidity 10 – 90% RH (without condensation)

DISPLAY SIZES AND DETAILS

DISPLAY	Corner Boards
	BASE
PRODUCT	
MODEL No.	T4-CH
PIXEL PITCH	4
LED TYPE	SMD
CONTROLLER TYPE	MCTRL 600
DISPLAY QTY	4
SIZE	
Feet High	3.78ft
Feet Wide	15.75ft
Total SQF	59.52ft
Meters High	1.15M
Meters Wide	4.80M
Total SQM	5.53M
Resolution High	288
Resolution Wide	1,200
Service Access	FRONT
Weight (lbs)	239 lbs
Power Requirement (kw)	3.00 kw

5. **SCOPE** OF WORK



Scope of Supply Limited to the Following:

- Supply of indoor quality displays as further defined herein.
- Supplied display controllers/processors as further detailed herein.
- Re-use existing Electrical Panel Boards
- Two (2) year warranty as detailed herein.
- On-site spare parts package consisting of 2% LED units, 2% Power Supplies, 2% Receiver Cards and spare cables. An additional 1% spare parts will be maintained at our Warrendale, PA warehouse.
- Redundant back-up display controllers are being provided in lieu of controller spare parts.
- Fiber modems (LAN) for supplied display controllers
- Rack mounted computer for supplied display software (OT) to allow for remote access and troubleshooting of supplied system.
- Rack mounted UPS to allow system shutdown and restart.
- Import Duty
- Transportation to site.
- Permits are not included.
- All shipping and handling of displays is included. Disposal of shipping materials is included.
- System documentation and drawings / User Manuals.
- Technical support via telephone at NO CHARGE for the life of the system for Mitsubishi Electric supplied equipment.
- On-site project manager during installation.
- On-site operation and maintenance training on supplied equipment at time of installation.
- Price does not include costs for hidden or unforeseen circumstances.

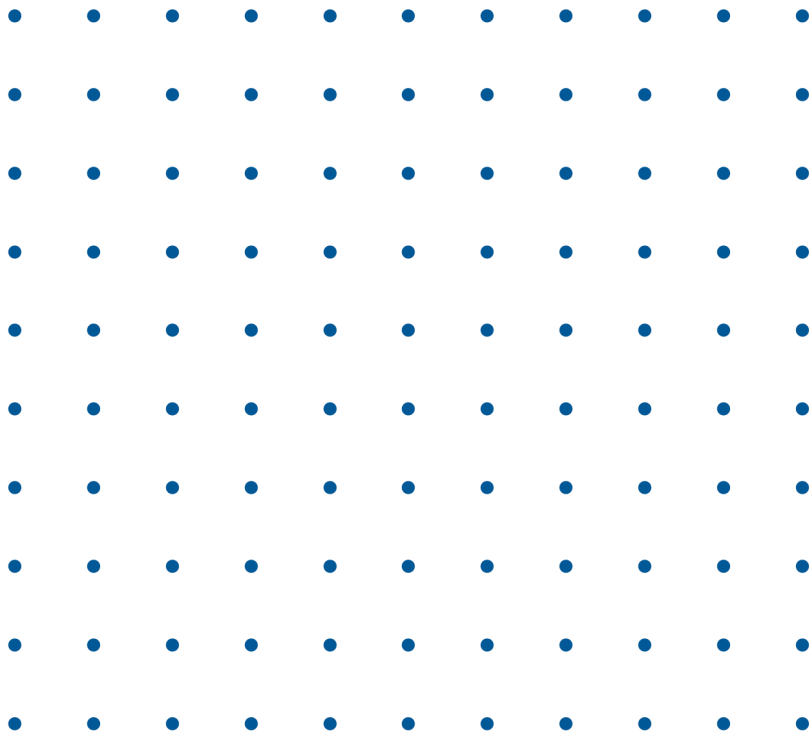
Corner Board Displays Displays to Include:

- Removal and disposal of existing displays.
- Supply and installation of new front service displays including mounting brackets to the owner's primary structure.
 - Unloading and staging of displays at site.
 - Mounting brackets as needed to attach displays to arena fascia.
 - Liquid protection at top of the displays
 - Two (2) of the boards will have small rail to allow for the seating section to raise in and out with a forklift
 - Lexan cover as an additional spill protection for the displays
- Stamped engineering drawings of any provided mounting brackets and structural attachments.
- Labor and equipment to install provided displays onto arena fascia.
- Supply and connection of new feeder branch circuits as required for operation of supplied display at display location.
- Installation and termination of supplied fiber at the Mitsubishi Electric supplied patch panel
 - MEPPI to use existing pathways (conduit) for fiber from control room to displays.
 - MEPPI to pull new fiber to displays.
- Complete test and set up of the display screens.
- Final commissioning by qualified Mitsubishi Electric Engineer.
- Disposal of all packing materials.

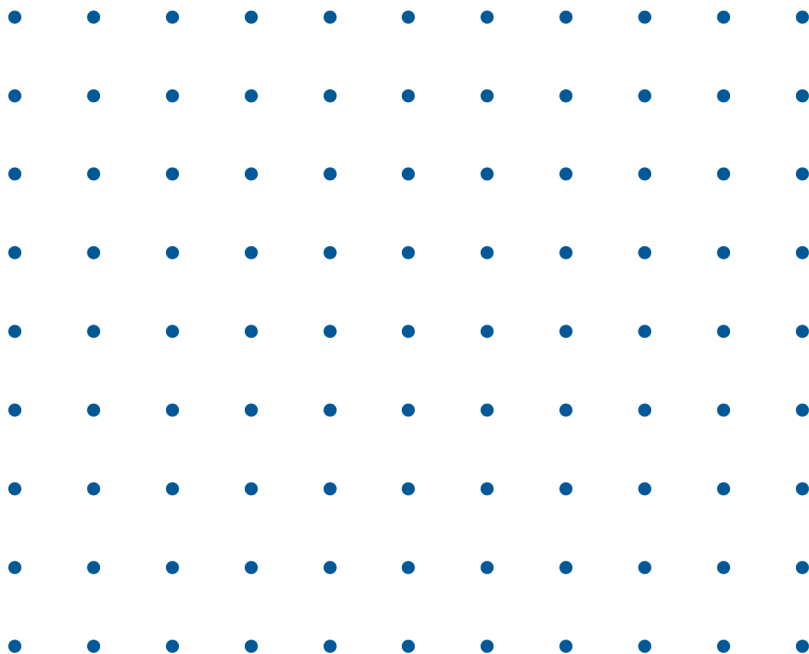
Specific Exclusions and Responsibilities of Owner:

- Adequate primary power that is free from unreasonable external interference and/or electrical noise, including breakers, disconnects, surge suppression, voltage regulation, lightning protection and overcurrent protection as required for proper operation of supplied equipment at display and equipment locations.
- Adequate primary support structures including fascia and other primary structure as required to support weight of supplied equipment and displays. Proposal assumes we can mount secondary structure directly to primary structure without modifications.
- Data conduits or cable trays from the control room to each display location for all displays.
- Provide secure, weatherproof and environmentally controlled location with internet access for Mitsubishi Electric supplied control equipment.
- Re-use existing Electrical Panel Boards
- Re-use of existing equipment racks and KVM switches.
- Any required building or structure engineering studies.
- Equipment such as cameras, lights, control room equipment, and antenna if needed as well as any cabling and electrical connections and installation to make operable is not included in this proposal.
- All materials supplied by Mitsubishi Electric by not manufactured by Mitsubishi Electric will be covered by their individual manufacturer's warranties.
- Access to site as required to complete work on-time without overtime expenses.
- Price is pending review of final engineered drawings and site conditions.
- All City or state permits and taxes other than specifically included in the proposal price.
- Price does not include costs for hidden or unforeseen circumstances. Price excludes any changes to or imposition of new or additional import duties or tariffs imposed by the US Government after the date of this proposal. The amount of any such duties or tariffs which may be imposed shall be added to each invoice or separately invoiced by MEPPI. Price does not include costs for hidden or unforeseen circumstances.

Notwithstanding anything to the contrary stated above or in this Solicitation, this bid is being submitted by Mitsubishi Electric Power Products, Inc. in accordance with the specifications, scope of work, warranty and terms and conditions included in Mitsubishi Electric Power Products, Inc. proposal dated December 1, 2023.

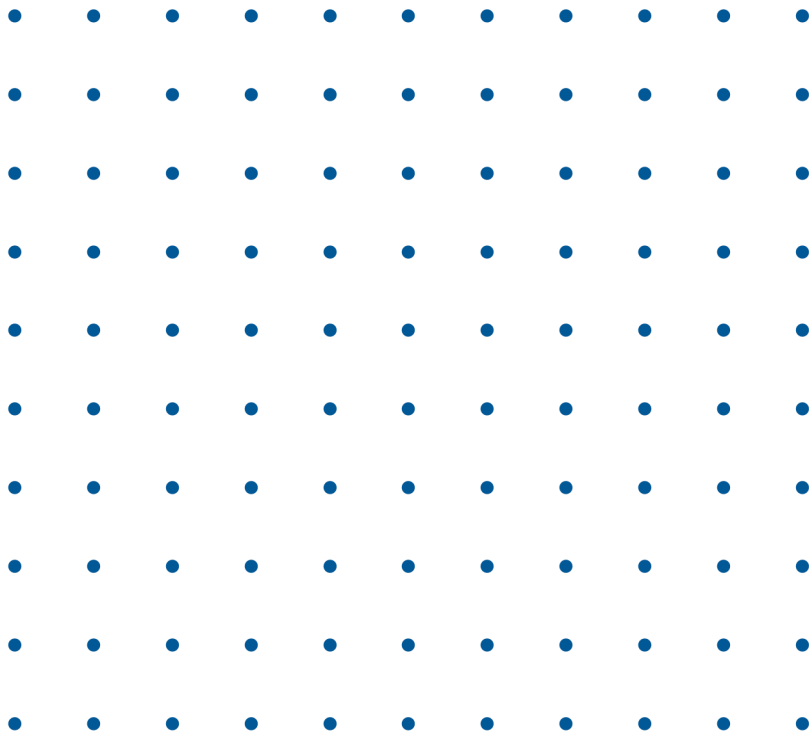


6. RENDERING

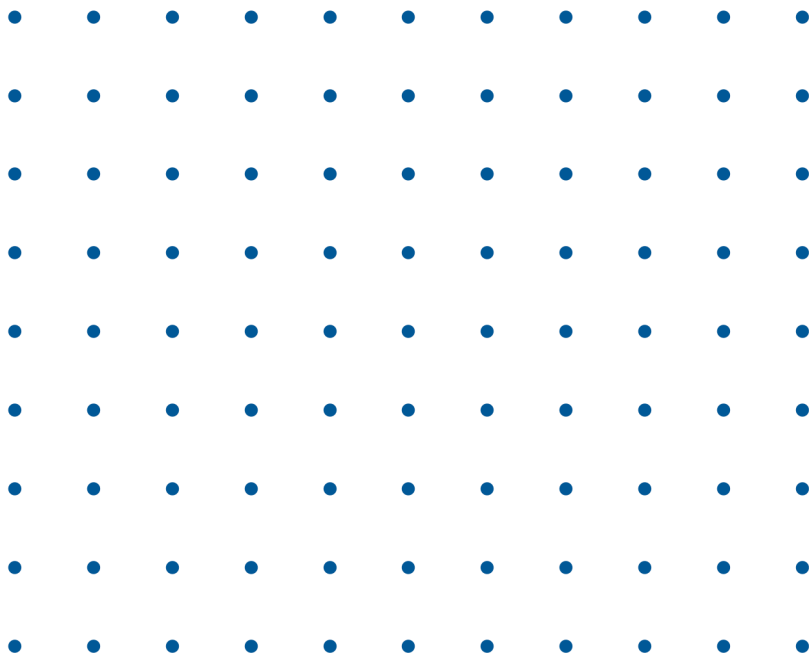




**MITSUBISHI
ELECTRIC**



7. PRICING





PROJECT NAME	Pinnacle Bank Arena
QUOTE NAME	Corner Board Displays
SALES PROJECT NUMBER	N/A
QUOTE TYPE	BUDGETARY
QUOTE DATE	12.01.2023
ORDER DATE	TBD
DELIVERY DATE	To be determined at time of order
WARRANTY TERM	2 Years Parts and Labor

PRICE QUOTATION

Pricing based on Mitsubishi Electric Power Products, Inc. (MEPPI) standard Scope of Supply
Pricing is based on Mitsubishi Electric Power Products, Inc. (MEPPI) standard product specifications
Pricing based on MEPPI’s standard warranty and MEPPI’s terms and conditions (Form A)

DISPLAY	Corner Boards
	BASE
PRODUCT	
MODEL No.	T4-CH
PIXEL PITCH	4
LED TYPE	SMD
CONTROLLER TYPE	MCTRL 600
DISPLAY QTY	4
SIZE	
Feet High	3.78ft
Feet Wide	15.75ft
Total SQF	59.52ft
Meters High	1.15M
Meters Wide	4.80M
Total SQM	5.53M
Resolution High	288
Resolution Wide	1,200
Service Access	FRONT
Weight (lbs)	239 lbs
Power Requirement (kw)	3.00 kw
PRICING	
Product and Equipment	144,683
Sales Tax	0
Bonds	0
TOTAL USD (Not Including Sales Tax or Bonds)	\$144,683

DISCLAIMER:
There is no intent by either party to be bound here, except as eventually stated in a formal written agreement signed by both parties. Mitsubishi Electric Power Products, Inc. (MEPPI) reserves the right to correct any errors or omissions in the attached proposal. Pricing is subject to change at any time prior to a formal written agreement signed by both parties. The information contained within this proposal is considered by Mitsubishi Electric Power Products, Inc. to be confidential and is not to be disclosed to anyone other than the intended party.

PRICING

Pricing Assumptions:

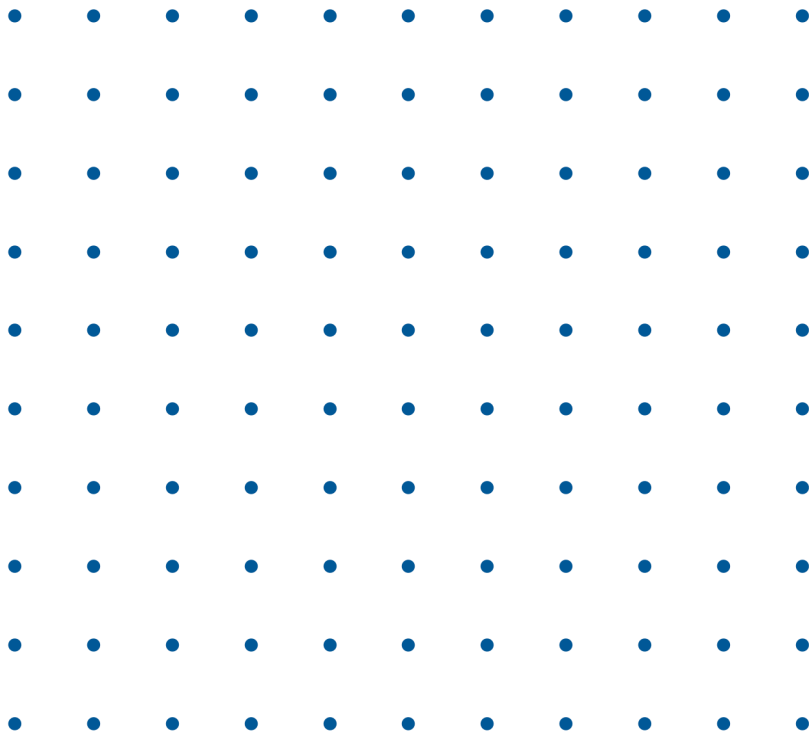
- Pricing is being supplied according to the product specifications, scope of work and warranty detailed in this proposal
- Proposal is submitted in accordance with Mitsubishi Electric Power Products, Inc. standard terms and conditions (DVD Sales Agreement).
- Price excludes any changes to or imposition of new or additional import duties or tariffs imposed by the U.S. Government after the date of this proposal. The amount of any such duties or tariffs which may be imposed shall be added to each invoice or separately invoiced by MEPPi.
- Pricing does not include any applicable permits, bonds or sales taxes Mitsubishi Electric is required to provide or collect unless specifically noted in proposal.
- All pricing is in US Dollars
- All sizes are active image area
- Prices subject to change if schedule set forth in RFP is altered.

Standard Payment Terms:

- Below are standard payment terms, a final payment schedule will be based on a schedule of values submitted at time of order.
- 25% Due at time of order
- 45% Due upon arrival of equipment on-site
- 20% Due upon Substantial Completion
- 10% Due upon Final Acceptance
- Substantial Completion shall be defined as when the work is completed sufficiently to allow the use of the system for its intended purposes.
- Final Acceptance shall be defined as the completion of the work and delivery of all equipment in accordance with the contract documents.'

Delivery and Project Schedule:

- To be determined at time of order. Per attached project schedule.

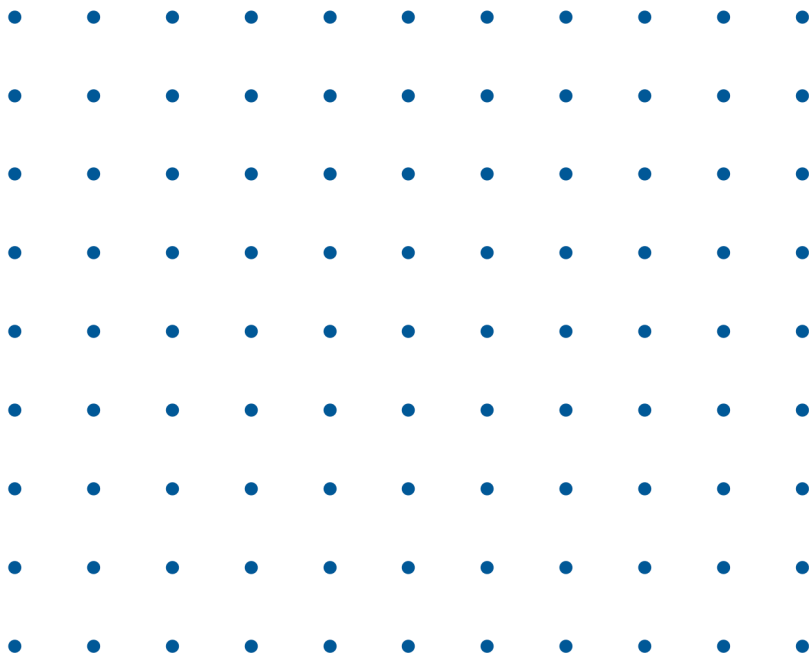


8. APPENDIX

.WARRANTY

.SAMPLE INSURANCE CERTIFICATE

.DISCLAIMER



Our Warranty includes the following:

When a problem arises, users will call our Toll Free 24/7/365 hotline to report. Our technical specialists will diagnose the problem based on the information provided by the users. In nearly all cases, the user (which has been trained by us as first responders), will be able to make the repairs, which have been engineered to be easy to do. If the problem goes beyond their abilities, we will call our local (Nashville) Factory Trained and Authorized Service Agent, who will be available within 24 hours. The Factory Trained and Authorized Service Agent will come to the user and make the appropriate repairs. If it is determined that it is something that requires one of our systems engineers to solve, then we will dispatch someone from our Service Center in Warrendale, PA. We rarely have to do this though.

This model of having local Factory Trained and Authorized Service Agents has worked very well for all of our customers, including our largest, high-profile customers like AT&T Stadium, Miami Heat, Chicago Black Hawks / Bulls, Pittsburgh Penguins, St. Louis Blues, Yankee Stadium, Lambeau Field, Chicago White Sox, and Fenway Park.

A. WARRANTY

MEPPI warrants that the System shall conform to the specifications therefore (the "Specifications") upon delivery to Purchaser and will be free of defects in workmanship during the "Warranty Period" from delivery and acceptance by Purchaser and that the Services shall be performed in a good and workmanlike manner. Notwithstanding the above, Mitsubishi does not guarantee specific brightness levels over specific periods of time.

B. REMEDIES

In the event the System fails to comply with this warranty during the Warranty Period and MEPPI is so notified promptly upon discovery of the failure, in writing, MEPPI shall be responsible for the cost of repair or, at its option, replacement of the defective part or parts of the System FOB its factory or repair facility. MEPPI is authorized to use any spare parts delivered to Purchaser to effect such repair; provided MEPPI shall replenish such spare parts after such repair is completed. During the Warranty Period, upon determination by MEPPI that a System part shall have failed, and subject to compliance with MEPPI's then-current return material authorization ("RMA") procedures, depot repair service (at MEPPI's facility) of System parts shall be provided at no cost to Purchaser.

The warranty is a parts only warranty and does not include any labor or the routine repair or replacement of lighting units (i.e. lighting element replacement, power supply replacement, brightness adjustments, etc.). Depot repair shall be provided only for parts that are designated for and are capable of repair. Purchaser shall ship failed parts pre-paid to MEPPI and MEPPI shall ship parts pre-paid to Purchaser. MEPPI's RMA procedures shall be included with the System documentation.

At the expiration of the Warranty Period, MEPPI will conduct a complete inventory of spare parts used during the Warranty Period. Such inventory shall be conducted by two methods: a physical count of the spare parts or an audit by MEPPI of its service records indicating usage of such spare parts. Following such inventory, MEPPI shall replace any parts used by MEPPI in accordance with this warranty. In no event shall MEPPI be responsible for any parts lost or damaged due to no fault of MEPPI.

C. EXCLUSIONS

1. This warranty shall not include: external electrical work or fixtures (i.e. advertising panel lighting), any alterations, modifications or additions to the System; any operating or cleaning of the System, painting, refinishing, relocation or the addition of accessories; any service, repair, replacement maintenance or consulting due to accident, neglect, misuse, abuse or failure to provide a suitable environment for proper operation of the System; any service or repair necessitated due to damage or failure caused by Purchaser's personnel, any third party under contract with Purchaser, or any other third person, vandalism, natural disaster, power failure, lighting, act of God, act of governmental authority or the failure of Purchaser, or any party under contract with Purchaser to conduct routine maintenance as specified in the System manual(s), including, without limitation, routine replacement or repair of lighting units.

2. This warranty shall not cover any defect for which MEPPI does not receive prompt notification in non-event later than the earlier of: (a) 30 days after the date such defect could have been reasonably discovered or (b) 30 days after expiration of the Warranty period.



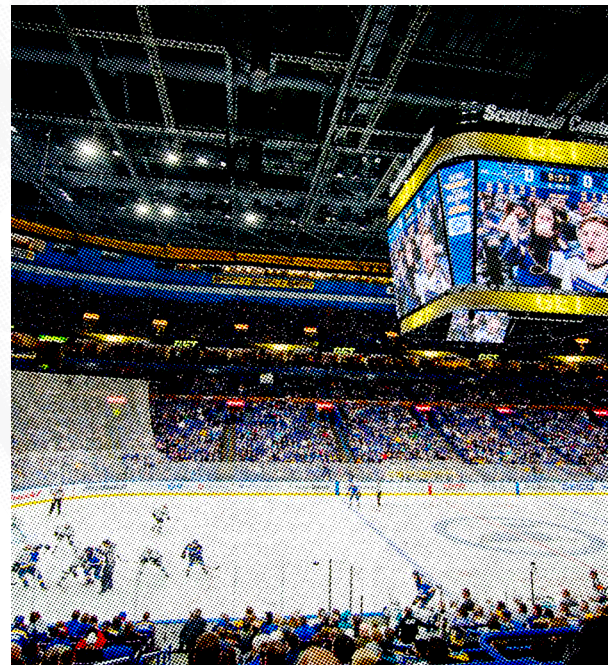
D. SITE ACCESS

At Purchaser's expense, Purchaser shall take the following action prior to requesting warranty services under these T&C:

1. Provision of all primary power, free from external interference and/or electrical noise to operate the System.
2. Maintenance of a clean environment for the operation of the System, including the periodic cleaning or replacement of supply and module fan filters as required.
3. Maintenance of the outside surface and housing of the System.
4. Performance of routine maintenance of the System as specified in the System manual(s).

E. WARRANTY DISCLAIMER AND LIMITATION OF REMEDIES

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED. MEPPi HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENTS OR EMPLOYEES OF MEPPi ARE AUTHORIZED TO MODIFY THIS WARRANTY OR MAKE ADDITIONAL WARRANTIES WITH RESPECT TO ANY ASPECT OF THE SYSTEM AND THE SERVICES. MEPPi'S SOLE OBLIGATION AND PURCHASER'S SOLE REMEDY FOR ANY BREACHES OF THIS WARRANTY SHALL BE MEPPi'S OBLIGATION TO REPAIR OR REPLACE, AT MEPPi'S SOLE OPTION, SUCH DEFECTIVE PARTS OR SERVICES THEREOF OR REPERFORMANCE OF THE SERVICES AS PROVIDED BY THE TERMS OF THE WARRANTY CONTAINED IN THIS SECTION. Correction of any non-conformity in the manner and for the period of time provided for in these T&C shall constitute complete fulfillment of all the liabilities of MEPPi, whether the claims of Purchaser are based in contract, in tort (including negligence or strict liability) or otherwise, with respect to or arising out of the applicable product or service.



December 16, 2021

These Terms & Conditions of Sale ("T&C") shall govern the sale of all products ("Products") and the provision of all services ("Services") by Mitsubishi Electric Power Products, Inc. ("MEPPI") to Purchaser. The sale of Products and the provision of Services by MEPPI are expressly conditioned upon Purchaser's assent to these T&C. Purchaser shall be deemed to have expressly accepted these T&C if Purchaser so agrees in writing or receives Products or accepts performance of Services subsequent to receipt of these T&C. Any different or additional terms and conditions submitted by Purchaser in any document are hereby rejected and shall have no force or effect. Failure of MEPPI to object to provisions contained in any order or other writing submitted by Purchaser shall not be construed as a waiver of these T&C or acceptance of any different or additional provisions. Except as expressly agreed in writing by a duly authorized representative of MEPPI, these T&C supersede any prior or contemporaneous understandings, agreements or correspondence between the parties and shall govern any order or contract (each, an "Order") for Products or Services. No independent sales or manufacturing representative of MEPPI shall have any authority to vary these T&C in any respect or to agree to any additional or different terms or conditions.

1.0 PRICES; TAXES AND TERMS OF PAYMENT

- 1.1. Prices and Taxes - Prices for Products and Services shall be as specified in MEPPI's quotation, proposal, statement of work, scope of supply, offer or other comparable document ("MEPPI's Quotation"). Prices for Products and Services do not include any applicable sales, use or other taxes, bonds or permit fees. The amount of any such taxes or fees which MEPPI may be required to pay or collect shall be added to each invoice or separately invoiced by MEPPI to Purchaser, and Purchaser shall promptly pay all such invoices.
- 1.2. Terms of Payment - Invoices will be issued upon Product shipment or completion of Services. Except as otherwise provided in these T&C, all payments by Purchaser shall be made net 30 days from date of MEPPI's invoice(s). MEPPI's past due invoices shall bear interest at the rate of 1.0% per month, but not in excess of the maximum lawful rate, from the due date thereof until paid in full.
- 1.3. Advance Payments - If, MEPPI reasonably believes the financial condition of Purchaser is impaired or otherwise has a reasonable basis for insecurity as to Purchaser's ability or intention to comply with these T&C, MEPPI may require full or partial payment in advance or other security to be

posted, including, without limitation, a letter of credit or guaranty, as a condition to its further performance.

- 1.4. Collection Costs and Attorneys' Fees - Purchaser shall be responsible for all costs and expenses incurred by MEPPI, including attorneys' fees and costs, in connection with the collection of amounts due from Purchaser and the enforcement of any provision of these T&C.

2.0 DELIVERY

- 2.1 General - All prices include shipping charges and duty to the F.O.B. delivery point identified in MEPPI's Quotation (the "FOB Delivery Point"), except as otherwise agreed by the parties in writing. Delivery dates are based on receipt of complete information with each Order. If drawing approval is required prior to manufacture and/or shipment of the Products, Purchaser shall be required to return drawings on schedule to maintain delivery dates.
- 2.2. Origin, Method of Shipment and Routing - Unless otherwise requested by Purchaser, MEPPI will select the delivery method of transportation and routing. If Purchaser requests delivery by a method or route other than that selected by MEPPI, Purchaser shall be responsible for any excess or premium in transportation charges. In no event will MEPPI be responsible for demurrage or detention charges. Any charges for special services, including, but not limited to, special train, cartage, light-erage, construction or repair of transportation facilities and air freight shall be paid or reimbursed by Purchaser.
- 2.3. Delivery Damage - Except in the event the FOB Delivery Point is Purchaser's site, MEPPI will not participate in any settlement of claims for concealed or other shipment damage. When shipment is made FOB Purchaser's site, Purchaser shall unpack the Products promptly, and, if damage is discovered, Purchaser shall: (A) document all damage by taking and retaining photographs prior to moving Products from the point of examination; (B) retain all shipping containers and packing materials; (C) notify the carrier of any apparent damage in writing on carrier's delivery receipt and request the carrier to make an inspection; (D) notify MEPPI within 72 hours of Purchaser's receipt of the Products; and (E) send MEPPI a copy of the carrier's inspection report. MEPPI shall have no responsibility for any damage on FOB Purchaser's site shipments unless Purchaser complies with the foregoing obligations.

- 3.0 **FORCE MAJEURE** - Neither party shall be liable to the other party if the performance of any of its obligations under these T&C or an Order, other than the payment of money, is prevented or delayed due to a Force Majeure Event (as defined). "Force Majeure Event" means any event or cause beyond the delayed party's reasonable control (excluding payment obligations), provided that such event or cause was not the result of, in whole or in part, the negligence, acts, omissions or willful misconduct, of the delayed party, its subcontractors or their employees or agents. Force Majeure Events include, but are not limited to, fire, flood, national strike or other labor issue, act of god, act of governmental authority, terrorism, act of the other party, riot, embargo, weather, epidemic, public health crisis, government regulations, supplier or venue-related delays, flight delays or transportation problems, fuel or energy shortage or regional and geographical complications. For the avoidance of doubt, the foregoing list is intended to be illustrative and not exhaustive. In the event performance under these T&C or an Order, or a party reasonably anticipates that performance will be delayed, due to a Force Majeure Event, the delayed party shall (A) give timely written notice of the occurrence of the Force Majeure Event to the other party, which notice shall include a description of the Force Majeure Event and the effect on the delayed party's performance, (B) use its commercially reasonable efforts to overcome and mitigate the cause of the Force Majeure Event, (C) continue performance of all of its obligations that are not affected by the Force Majeure Event, (D) update the other party as to the status of the delay and the delayed party's mitigation efforts at regular intervals as agreed by the parties and (E) upon cessation of the Force Majeure Event, promptly perform or complete its performance of the obligations which were prevented or delayed. The delivery schedule or time for performance under these T&C or an Order shall be extended by a period of time reasonably necessary to overcome the effect of such delay and, unless the Force Majeure Event was caused by the act or omission of the other party, the delayed party shall not be entitled to any increase in price or fees. Notwithstanding the foregoing, neither party shall be obligated to perform its obligations under these T&C or an order, and may terminate the affected order pursuant to Section 7.0 of these T&C, if the Force Majeure Event renders continued performance excessively onerous, costly or burdensome due to the occurrence of a Force Majeure Event.

4.0 CHANGES - Purchaser may, by written notice to MEPPi, request modifications or changes to an Order (each, a "**Modification**"). MEPPi shall evaluate the Modification and advise Purchaser of the required schedule and price changes resulting from the Modification. No Modification shall be effective until set forth in a written change order specifying the necessary adjustments to schedule and price and signed by both parties.

5.0 INDEMNIFICATION

5.1 General Indemnity - MEPPi shall indemnify, defend or, at its option, settle and hold harmless Purchaser from and against liabilities or damages to third parties for property damage, personal injury or death to the extent resulting from the negligence or willful misconduct of MEPPi, its Affiliates (as defined) or their officers, directors, employees, agents, servants and assigns (collectively, the "**Liabilities**"). Notwithstanding the foregoing, MEPPi's obligation to indemnify Purchaser shall not apply to any Liabilities arising from the negligence, willful misconduct or other legal fault of Purchaser, its Affiliates, any third parties and their respective officers, directors, employees, agents, servants and assigns. An "**Affiliate**" is an entity or person controlling, controlled by or under common with Purchaser or MEPPi, as the case may be.

5.2. Intellectual Property Indemnity

5.2.1 MEPPi shall, at its own expense, indemnify, defend or, at its option, settle, and hold harmless Purchaser from and against any claim, suit or proceeding (each, an "**IP Claim**") brought against Purchaser alleging that any Products or any part thereof, as delivered to Purchaser, infringes any US patent, trademark, copyright, trade secret or other intellectual property rights (collectively, the "**Intellectual Property Rights**") of any third party that is not Purchaser or a Purchaser Affiliate.

5.2.2 If a Product or any part thereof becomes the subject of an IP Claim, MEPPi may at any time thereafter at its option and expense, either: (i) procure for Purchaser the right to continue use of such Product or part thereof; (ii) replace such Product with a non-infringing functionally equivalent product or part; (iii) modify such Product so it becomes non-infringing; or (iv) remove such Product and refund a depreciated portion of the purchase price, including the transportation and installation costs thereof, determined on the basis of a 10-year useful life.

5.2.3 MEPPi shall have no obligation to defend or indemnify Purchaser for Exclud-

ed Claims. "**Excluded Claims**" are claims that the Products, as delivered to Purchaser, infringe any Intellectual Property Rights where: (i) Products are supplied according to a design other than that of MEPPi, which is required by Purchaser; (ii) Purchaser, any of the Purchaser Affiliates or any third party has altered or in any way modified the Products, and the alleged infringement would not have occurred but for such alteration or modification; (iii) Products are combined with another product(s) not furnished by MEPPi, except to the extent MEPPi is a contributory infringer; or (iv) Purchaser or any Purchaser Affiliate settles an IP Claim. Purchaser shall indemnify, defend and hold MEPPi harmless from and against any damages, costs or expenses incurred in defending any Excluded Claim (other than one arising under clause (iv) hereof) to the same extent and in the same manner as provided in this section for IP Claims for which MEPPi is obligated to indemnify Purchaser.

This Subsection 5.2 states the entire liability of MEPPi and the sole and exclusive remedy of Purchaser with respect to alleged intellectual property infringement by any Product or any part thereof.

5.3 Indemnification Conditions - MEPPi's obligation to indemnify Purchaser under this Section 5.0 shall be effective only if Purchaser gives MEPPi prompt written notice and full authority, information and assistance for the defense of any IP Claim or Liabilities for which Purchaser seeks indemnification hereunder.

6.0 TITLE, RISK OF LOSS, SECURITY INTEREST AGREEMENT - Risk of loss to the Products shall pass to Purchaser upon delivery of the Products to the US common carrier at the FOB Delivery Point, unless otherwise specified in the Order. MEPPi shall retain title to all Products sold to Purchaser until fully paid for by Purchaser. In furtherance of the foregoing, Purchaser hereby grants to MEPPi security interests, including a purchase money security interest, in the Products now or hereafter sold by MEPPi to Purchaser and all proceeds thereof (collectively, the "**Collateral**") to secure the performance of all obligations of whatever kind or nature due by Purchaser to MEPPi under these T&C. Purchaser authorizes MEPPi to file such financing statement, including any necessary or required amendments thereto, describing the Collateral, in such states, counties or other jurisdictions as MEPPi may elect and agrees to execute any additional agreements, documents or instruments as MEPPi may deem necessary to confirm, perfect and maintain its retained ownership thereof or the security interest(s) granted under these T&C.

7.0 TERMINATION

7.1. Termination By Purchaser - Any Order may be terminated by Purchaser only by written notice to MEPPi and upon payment to MEPPi of reasonable and proper termination charges, including, but not limited to, the price relating to the Products delivered and Services performed on or prior to the termination date and MEPPi's costs incurred in connection with the Order through the termination date, MEPPi's costs for materials purchased by MEPPi for the performance of the Order which are non-cancellable or cannot be used for another purpose or returned to the vendor thereof. All additional costs resulting from the termination and 10% of the final net price shall be included in the termination charges to compensate MEPPi for disruptions in scheduling, planned production, and other direct costs.

7.2 Termination By MEPPi - MEPPi shall have the right to terminate any Order at any time by written notice to Purchaser in the event: (A) Purchaser breaches the Order or these T&C and fails to remedy such breach within 30 days after notice thereof; (B) Purchaser fails to make any payment on the due date or refuses to accept delivery of any shipment; or (C) MEPPi has reasonable basis for insecurity with respect to Purchaser's performance of its obligations to MEPPi, and Purchaser fails to provide to MEPPi adequate assurance of Purchaser's performance within 10 days of MEPPi's demand for such assurances. Upon termination by MEPPi pursuant to this section all amounts due and to become due to MEPPi under the applicable Order shall be immediately payable by Purchaser.

7.3. Termination Upon Purchaser's Insolvency - Should Purchaser become insolvent, make a general assignment for the benefit of creditors, institute or have instituted against it any bankruptcy or reorganization proceeding or if a receiver of any property of Purchaser shall be appointed in any action, suit or proceeding by or against Purchaser and such filing or appointment shall not be dismissed, vacated or annulled, as the case may be, within 60 days, MEPPi shall, if permitted by applicable state and/or federal law, have the right at its election to cancel any or all pending orders and to recover its proper cancellation charges pursuant to Subsection 7.1 from Purchaser or Purchaser's estate.

8.0 HELD ORDERS - Any Order held, delayed or rescheduled at the request of Purchaser shall be subject to the prices and terms and conditions of sale in effect at the time of the release of the hold, end of the delay or rescheduled delivery date. Any Orders that are held, delayed or rescheduled be-

yond a reasonable period of time may be treated by MEPPI as a Purchaser termination pursuant to Subsection 7.1. When final assembly of the Products has commenced, the Products are ready for shipment or the Services are ready to be performed and delivery or performance is not made because of Purchaser's hold, delay or rescheduling, MEPPI may invoice Purchaser for such Products and Services, which invoice shall be payable upon receipt thereof, and may, upon written notice to Purchaser, store such Products at Purchaser's expense and delay performance of the Services. In such event: (A) risk of loss to the Products shall pass to Purchaser upon moving such Products to storage; and (B) Purchaser shall reimburse MEPPI for all expenses incurred by MEPPI in connection with the storage of Products, including demurrage, the cost of preparation for storage, storage charges, insurance and handling charges and expenses incurred by MEPPI in connection with the delay of performance of the Services upon receipt of MEPPI's invoices therefor.

9.0 WARRANTY

9.1. Standard Warranty

9.1.1. MEPPI warrants that the Products supplied to Purchaser will conform to MEPPI's specifications for such Products and will be free of defects in workmanship and material and that the Services shall be performed in a good and workmanlike manner (the "**Standard Warranty**") during the Warranty Period. The "**Warranty Period**" shall mean (i) two years from the date of Substantial Completion or (ii) one year from the date of delivery to the Delivery Point, whichever occurs earlier. "**Substantial Completion**" shall be deemed to occur when the display screen is operable and the Products are functional, subject to punch list items.

9.1.2. In the event any Product or Service fails to comply with the Standard Warranty and MEPPI is so notified promptly upon discovery of the failure, in writing, during the Warranty Period, MEPPI shall correct such nonconformity by repair or, at its option, replacement of the defective Product, part or parts FOB Delivery Point or reperformance of the Services. Upon MEPPI's confirmation that one of more non-conformity has occurred and that MEPPI is responsible therefor under the Standard Warranty, MEPPI shall provide depot repair (at MEPPI's facility) of such Products at no cost to Purchaser; provided that, Purchaser complies with MEPPI's then-current return material authorization ("**RMA**") procedures, which shall be provided to Purchaser upon request. Depot repair shall be

provided only for parts that are designated for and are capable of repair. Purchaser shall ship such non-conforming Products pre-paid to MEPPI. MEPPI shall return repaired Products pre-paid to Purchaser. MEPPI is authorized to use any spare parts delivered to Purchaser for warranty repairs. At the expiration of the Warranty Period, MEPPI will conduct a complete inventory of spare parts used during the Warranty Period. Such inventory shall be conducted by one of two methods: a physical count of the spare parts or an audit by MEPPI of its service records indicating usage of such spare parts. Upon completion of such inventory, MEPPI shall replace any spare parts used by MEPPI in performing warranty repairs under the Standard Warranty.

9.1.3. Products supplied by MEPPI, but manufactured by third parties, are warranted only to the extent of the manufacturer's warranty, and MEPPI shall assign any such warranties to Purchaser and shall have no other responsibility with respect to such products.

9.1.4. At Purchaser's expense, Purchaser shall take the following action prior to requesting warranty services under the Standard Warranty: (A) Provision of all primary electrical power, free from external interference and/or electrical noise, to operate the Products; (B) Maintenance of a clean environment for the operation of the Products, including, without limitation, the periodic cleaning or replacement of supply and module fan filters as required; and (C) Performance of routine maintenance of the Products as specified in the Product manual(s).

9.2 Warranty Conditions and Exclusions

9.2.1 The limited warranties contained in this Section shall not apply to: (i) Products that have been: (A) repaired or modified without MEPPI's authorization or approval, (B) subjected to misuse, abuse, improper maintenance, negligence or accident, (C) been damaged by excessive physical or electrical stress; (ii) Products that have had their serial number or any part thereof altered, defaced or removed; (iii) Damage caused by external electrical work or fixtures (i.e., advertising panel lighting); (iv) Operating or cleaning the Products, painting, refinishing, relocating or adding accessories to the Products; (iv) Purchaser's failure to provide a suitable environment for proper operation of the Products; (v) Any service or repair required as a result of damage to the Products caused by negligence, vandalism, Force Majeure Events (as defined) or by Purchaser, any Purchaser Parties

or any third party under contract with Purchaser; (vi) Any design changes, alterations or modifications made at Purchaser's request or by Purchaser or any third party; or (vii) Products that have not been stored, installed, operated and maintained in accordance with MEPPI's manuals, instruction books, recommendations and industry standard practices.

9.2.2 The Standard Warranty shall not apply to any non-conformity for which MEPPI does not receive notice from Purchaser no event later than the earlier of thirty (30) days after (A) discovery of the non-conformity or (B) expiration of the Warranty Period. The Standard Warranty does not include the routine repair or replacement of lighting units (i.e. lighting element replacement, power supply replacement, brightness adjustments, etc.).

9.2.3 In no event shall MEPPI be responsible for gaining access to the Product(s), disassembly, reassembly or transportation of the Products or any parts thereof from and to the place of installation.

9.3 Title Warranty - MEPPI warrants that the Products will be delivered free of any and all rightful claims, demands, liens or encumbrances. In the event of a breach of this warranty of title, Purchaser shall give MEPPI prompt written notice, and MEPPI, at its expense, shall defend the title to any affected Product, and, if unsuccessful, shall promptly provide to Purchaser at no cost replacement products which comply with this warranty.

9.4 Warranty Disclaimer and Limitation of Remedies

THE STANDARD WARRANTY CONTAINED IN THIS SECTION IS EXCLUSIVE AND MEPPI MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER TO PURCHASER OR ANY THIRD PARTIES WITH RESPECT TO THE PRODUCTS AND/OR SERVICES AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE REMEDIES PROVIDED FOR IN THIS SECTION 9.0 ARE PURCHASER'S SOLE REMEDIES FOR ANY FAILURE OF MEPPI TO COMPLY WITH ITS WARRANTY OBLIGATIONS. CORRECTION OF ANY NON-CONFORMITY IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED FOR IN THESE T&C SHALL CONSTITUTE COMPLETE FULFILLMENT OF ALL THE WARRANTY LIABILITIES OF MEPPI, WHETHER THE CLAIMS OF PURCHASER ARE BASED IN CONTRACT, IN TORT (INCLUDING

NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

10.0 LIMITATION OF LIABILITY AND EXCLUSIVITY OF REMEDIES - NEITHER MEPPi NOR ANY OF ITS CONTRACTORS AND SUPPLIERS OF ANY TIER SHALL BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE OF EQUIPMENT OR POWER SYSTEM, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER OR TEMPORARY EQUIPMENT (INCLUDING ADDITIONAL EXPENSES INCURRED IN USING EXISTING FACILITIES), CLAIMS OF CUSTOMERS OF PURCHASER, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER. THE REMEDIES OF PURCHASER SET FORTH IN THESE T&C ARE EXCLUSIVE. THE TOTAL CUMULATIVE LIABILITY OF MEPPi WITH RESPECT TO ANY ORDER OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, OR USE OF ANY PRODUCT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE SHALL IN NO EVENT EXCEED THE VALUE OF THE ORDER UPON WHICH SUCH LIABILITY IS BASED.

11.0 CONFIDENTIALITY - "Confidential Information" shall mean information disclosed by a party ("Discloser") to the other or its Affiliates (collectively, "Recipient") which information is marked "Confidential", "Proprietary" or with a similar legend. If Confidential Information is orally disclosed, it shall be identified as such at the time of disclosure and a brief written description and confirmation of the confidential nature of the information shall be sent to Recipient within 30 days after the disclosure. Confidential Information, however, shall not include any information which: (A) is known to Recipient at the time of its disclosure to Recipient; (B) is or becomes publicly known through no wrongful act of Recipient; (C) is received from a third party without a restriction on its disclosure; (D) is independently developed by Recipient or any of its Affiliates; (E) is furnished to any third party by Discloser without a similar restriction on such third party's rights; or (F) is approved for release by the prior written consent of Discloser.

Recipient shall maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge,

recreate, or otherwise use Confidential Information except as expressly permitted under these T&C. Recipient may disclose the Confidential Information to personnel of Recipient, its Affiliates, customer or suppliers with a need to know and who receive such information subject to an obligation of confidentiality no less strict than the obligations set forth in this Section 11.0 without the prior written consent of Discloser. There shall be no restrictions with respect to any portion of the Confidential Information which is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction (and provided Recipient promptly notifies Discloser before disclosing such information so as to permit Discloser reasonable time to seek an appropriate protective order). Recipient agrees to use protective measures no less stringent than Recipient uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information. The parties acknowledge and agree that the Confidential Information is and shall remain the property of Discloser. The confidentiality obligations contained in this Section 11.0 shall survive termination of these T&C and any Orders issued thereunder.

12.0 RESERVED

13.0 OTHER

13.1 No Assignment; Transfer - Purchaser may not assign any rights, interests or benefits under any Order or these T&C to any other party without the express prior written consent of MEPPi. In the event that, notwithstanding the foregoing, Purchaser transfers any Product or its interest therein to a third party, Purchaser shall indemnify, defend and hold harmless MEPPi and its subcontractors and suppliers against any liability or obligation they may incur or that may be claimed against them in excess of the obligations expressly undertaken by MEPPi in these T&C or otherwise agreed in writing and signed by both parties.

13.2 Headings - The headings contained in these T&C are for convenience of reference and shall have no effect in the interpretation or instruction of the language contained therein.

13.3 Governing Law - The rights and obligations of the parties under these T&C and any order shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania. Any legal action, proceeding or arbitration arising out of or relating to these T&C or any order shall be maintained in Allegheny County, PA.

13.4 Product Notices - Purchaser shall provide the user (including its employees) of the Products with all MEPPi-supplied product notices, warnings, instructions, recommendations and similar materials.

13.5 Arbitration - All disputes or controversies arising out of or in any manner relating to any Order or these T&C which the parties do not resolve in good faith within ten days after either party notifies the other of its desire to arbitrate such disputes or controversies shall be settled by arbitration by a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, unless otherwise agreed by the parties in writing. The arbitration shall be held in Allegheny County, PA. The arbitration award shall be in writing and shall specify the factual and legal bases of such award. The arbitration award shall be final and binding, and a judgment consistent therewith may be entered by any court of competent jurisdiction. The parties agree that the arbitration award shall be treated as Confidential Information. The arbitrator shall not have the power to render an award of punitive damages. To the extent of any conflict, this section shall supersede and control JAMS rules.

13.6 Notices - All notices and demands with respect to these T&C or any Order shall be in writing and shall be sent by certified or registered mail, return receipt requested, or reputable overnight courier with confirmation of receipt, in the case of MEPPi, at the address appearing in these T&C and to the attention of its President and, in the case of Purchaser, to the address set forth in its Order. Either party may change its address for notices by notice given in accordance with this subsection.

DISCLAIMER:

There is no intent by either party to be bound here, except as eventually stated in a formal written agreement signed by both parties. Mitsubishi Electric Power Products, Inc. (MEPPI) reserves the right to correct any errors or omissions in the attached proposal. Pricing is subject to change at any time prior to a formal written agreement signed by both parties.

Price excludes any changes to or imposition of new or additional import duties or tariffs imposed by the US Government after the date of this proposal. The amount of any such duties or tariffs which may be imposed shall be added to each invoice or separately invoiced by MEPPI.

No applicable taxes, other than import duty, are included in this proposal price. This price does not include any federal, state, local, property, license privilege, sales, use, excise, gross receipts, or other like taxes that may now or hereafter be applicable to, measured by, or imposed upon with respect to this transaction, the property, its sales, its value, or its use or any services performed in conjunction therewith.

The remedies of Purchaser set forth in these terms and conditions of sale are exclusive, and the total cumulative liability of Mitsubishi Electric Power Products, Inc. with respect to any order or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale or use of any product covered by or furnished under the order, whether in contract, in tort (including negligence or strict liability) or otherwise shall in no event exceed the price of the contract..

The information contained within this proposal is considered by Mitsubishi Electric Power Products, Inc. to be confidential and is not to be disclosed to anyone other than the intended party.

The United Nations Convention on Contracts for the Sale of International Goods shall not apply.

Insurance Requirements

Submitted on	7 November 2023, 10:31AM
Receipt number	1158
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)
12/07/2023

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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: Cheryl Baldwin CN102519424-P/POL-GAUW-23-24 MEPP	CONTACT NAME: Calvin Simon PHONE (A/C, No, Ext): 213-346-5086 E-MAIL ADDRESS: calvin.simon@marsh.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : Tokio Marine America Insurance Company (TMAIC) INSURER B : Trans Pacific Insurance Co INSURER C : INSURER D : INSURER E : INSURER F :
INSURED MITSUBISHI ELECTRIC US HOLDINGS, INC. MITSUBISHI ELECTRIC POWER PRODUCTS, INC. 5900-A KATELLA AVE. CYPRESS, CA 90630	NAIC # 10945 41238

COVERAGES **CERTIFICATE NUMBER:** LOS-002723383-02 **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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLL6401563-13	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 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 checked="" 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			CA6401526-13 APD Ded: \$1,000 Comp/Coll	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<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	WC6401527-13	04/01/2023	04/01/2024	<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)
City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

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 <i>Marsh Risk & Insurance Services</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED TO INCLUDE AS AN ADDITIONAL INSURED UNDER A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.	ALL LOCATIONS WHERE YOU PERFORM WORK FOR SUCH ADDITIONAL INSURED PURSUANT TO ANY SUCH WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED TO INCLUDE AS AN ADDITIONAL INSURED UNDER A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.	ALL LOCATIONS WHERE YOU PERFORM WORK FOR SUCH ADDITIONAL INSURED PURSUANT TO ANY SUCH WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
However:

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

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

INTERLINE

This endorsement changes policy CLL6401563-13 to which it is attached and is effective

04-01-2023 at 12:01 a.m. standard time at the Insured's mailing address.

Issued to: MITSUBISHI ELECTRIC US HOLDING

Issued by: TOKIO MARINE AMERICA INSURANCE COMPANY

Producer: MARSH USA, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR
NONRENEWAL SENT TO OTHERS**

SCHEDULE	
Number of Days For Cancellation Or Nonrenewal:	30
Name of Person(s) Or Organization(s)	Mailing Address Of Person Or Organization
ANY PERSON OR ORGANIZATION IF YOU ARE REQUIRED TO DO SO UNDER A WRITTEN CONTRACT, AGREEMENT OR PERMIT PROVIDED THAT WITHIN 30 DAYS OF FIRST NOTIFYING YOU OF CANCELLATION YOU OR YOUR AGENT FURNISHES US A COMPLETE LIST OF ALL PERSON(S)/ORGANIZATION(S) AND THE MAILING ADDRESS FOR EACH.	MAILING ADDRESS(ES) AS PROVIDED BY YOU OR YOUR AGENT

If we cancel or nonrenew this policy, whether at your request or ours, by written notice to the first Named Insured shown in the Declarations, we will mail or deliver a copy of such written notice of cancellation or nonrenewal:

1. To the person or organization shown in the Schedule above;
2. At that person's or organization's mailing address shown in the Schedule above; and
3. At least:
 - a. 30 days or, if applicable, the number of days shown in the Schedule above, whichever is higher, before the effective date of the cancellation or nonrenewal, as indicated in our notice to the first Named Insured, if we cancel or nonrenew for any statutorily permitted reason other than nonpayment of premium; or
 - b. 10 days before the effective date of cancellation, as indicated in our notice to the first Named Insured, if we cancel for nonpayment of premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION IF YOU ARE REQUIRED TO DO SO UNDER A WRITTEN CONTRACT, AGREEMENT OR PERMIT PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT, AGREEMENT OR PERMIT.

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

The following is added to Paragraph 8, **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE 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 the endorsement.

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

Named Insured: MITSUBISHI ELECTRIC US

Endorsement Effective Date: 04-01-23

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION IF YOU ARE REQUIRED TO DO SO UNDER A
WRITTEN CONTRACT, AGREEMENT OR PERMIT.

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

**The Transfer Of Rights Of Recovery Against Others
To Us** Condition does not apply to the person(s) or
organization(s) shown in the Schedule, but only to
the extent that subrogation is waived prior to the "ac-
cident" or the "loss" under a contract with that person
or organization.

Commercial Automobile

Policy Number: CA6401526-13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL AUTO - EXTENDED COVERAGE
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.

CA9 04 004 03 05

Tokio Marine Management, Inc., 2005
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Commercial Automobile

AUTOMATIC ADDITIONAL INSURED

The following is added to paragraph 1. Who Is An Insured of A. Coverage (SECTION II - LIABILITY COVERAGE):

Any person or organization, if you are required to do so under a written contract, agreement or permit, is an "insured".

However, this insurance does not apply to:

- (1) Any written contract or agreement that was executed subsequent to the "bodily injury" or "property damage";
- (2) Any permit that was issued subsequent to the "bodily injury" or "property damage"; or
- (3) "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

Additional insured coverage provided by this insurance will not be broader than coverage required by the written contract, agreement or permit ".

INTERLINE

This endorsement changes policy CA6401526-13 to which it is attached and is effective

04-01-2023 at 12:01 a.m. standard time at the Insured's mailing address.

Issued to: MITSUBISHI ELECTRIC US HOLDING

Issued by: TOKIO MARINE AMERICA INSURANCE COMPANY

Producer: MARSH USA, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR
NONRENEWAL SENT TO OTHERS**

SCHEDULE	
Number of Days For Cancellation Or Nonrenewal:	30
Name of Person(s) Or Organization(s)	Mailing Address Of Person Or Organization
ANY PERSON OR ORGANIZATION IF YOU ARE REQUIRED TO DO SO UNDER A WRITTEN CONTRACT, AGREEMENT OR PERMIT PROVIDED THAT WITHIN 30 DAYS OF FIRST NOTIFYING YOU OF CANCELLATION YOU OR YOUR AGENT FURNISHES US A COMPLETE LIST OF ALL PERSON(S)/ORGANIZATION(S) AND THE MAILING ADDRESS FOR EACH.	MAILING ADDRESS(ES) AS PROVIDED BY YOU OR YOUR AGENT

If we cancel or nonrenew this policy, whether at your request or ours, by written notice to the first Named Insured shown in the Declarations, we will mail or deliver a copy of such written notice of cancellation or nonrenewal:

1. To the person or organization shown in the Schedule above;
2. At that person's or organization's mailing address shown in the Schedule above; and
3. At least:
 - a. 30 days or, if applicable, the number of days shown in the Schedule above, whichever is higher, before the effective date of the cancellation or nonrenewal, as indicated in our notice to the first Named Insured, if we cancel or nonrenew for any statutorily permitted reason other than nonpayment of premium; or
 - b. 10 days before the effective date of cancellation, as indicated in our notice to the first Named Insured, if we cancel for nonpayment of premium.

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 WITH A SIGNED AGREEMENT OR
CONTRACT THAT REQUIRES THIS COVERAGE THAT IS EXECUTED BY YOU
PRIOR TO THE LOSS.**

For policies or exposure in Missouri:

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.

**Advertise 2 times
Tuesday November 7, 2023
Tuesday November 14, 2023**

**City of Lincoln/Lancaster County
Purchasing Division**

NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **2:00 pm, Tuesday, November 21, 2023** for providing the following:

**LED Corner Scoreboards for
Pinnacle Bank Arena
Bid No. 23-278**

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

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

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 REB
4 Steel Equipment Corporation for the design and construction of a new storage loft at the Pinnacle
5 Bank Arena, for a total amount not to exceed \$105,758.33, pursuant to Bid No. 23-242, is hereby
6 approved and the Chairperson of the West Haymarket Joint Public Agency Board of
7 Representatives is hereby authorized to execute said Contract.

Adopted this _____ day of January, 2024.

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
Storage Loft – Pinnacle Bank Arena
Bid No. 23-242
West Haymarket Joint Public Agency
REB Steel Equipment Corp

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 _____

CONTRACT DOCUMENTS

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

**Storage Loft – Pinnacle Bank Arena
Bid No. 23-242**

**REB Steel Equipment Corp
7955 S Cass Ave
Darien, IL 60561
(773) 232-3823**

**West Haymarket Joint Public Agency
Contract Terms**

THIS CONTRACT, made and entered into by and between **REB Steel Equipment Corp, 7955 S Cass Ave, Darien, IL 60561**, hereinafter called "Contractor", and the West Haymarket Joint Public Agency, Lincoln, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "JPA".

WHEREAS, the 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:

Storage Loft – Pinnacle Bank Arena, Bid No. 23-242

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

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the 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/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$105,758.33.

3. Equal Employment Opportunity: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. GUARANTEE: A performance and payment bonds 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.
6. 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.
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 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.

8. Period of Performance: The work included in this Contract shall begin as soon as possible from date of executed contract. The project shall be completed by April 1, 2024, unless otherwise discussed between the awarded contractor and the owner.
9. Assignment: Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the JPA.
10. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal\Supplier Response
 3. Insurance Certificate and Endorsements
 4. Insurance Requirements
 5. Specifications
 6. Maps / Drawings
 7. Payment and Performance Bonds
 8. Employee Classification Act Requirements
 9. Employee Classification Act Affidavit
 10. Instructions to Bidders
 11. Notice to Bidders
 12. Sales Tax Exemption Forms 13 & 17

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.

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

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
Storage Loft – Pinnacle Bank Arena
Bid No. 23-242
West Haymarket Joint Public Agency
REB Steel Equipment Corp

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

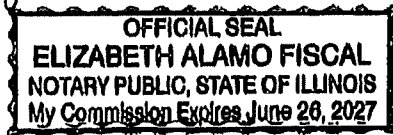
Linda Orlando

Linda Orlando

Seal

Secretary

Elizabeth Alamo Fiscal



IF OTHER TYPE OF ORGANIZATION:

IF AN INDIVIDUAL:

REB Steel Equipment Corp.

Name of Corporation

7955 S. Cass Ave. Darien, IL 60561

Address

By: William Welton

Duly Authorized Official

Executive Vice President

Legal Title of Official

Name of Organization

Type of Organization

Address

By:

Member

By:

Member

Name

Address

Signature



23-242

**REB Steel Equipment Corp
Supplier Response**

Event Information

Number: 23-242
Title: Storage Loft - Pinnacle Bank Arena
Type: Notice to Bidders
Issue Date: 9/29/2023
Deadline: 10/13/2023 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

REB Steel Equipment Corp Information

Contact: John Feeney
Address: 7955 S Cass Ave
Darien, IL 60561
Phone: (773) 232-3823
Email: jfeeney@rebstorage.com
Web Address: <https://rebstorage.com/>

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

John Feeney
Signature

jfeeney@rebstorage.com
Email

Submitted at 10/10/2023 03:42:30 PM (CT)

Supplier Note

Please see the Proposal Attached under Response attachments for further details. Thank you for the opportunity to provide the Pinnacle Bank Arena our proposal to provide a mezzanine at your facility located in Lincoln Nebraska. I hope that the detail provided in this proposal gives the Pinnacle Bank Arena added confidence that REB is the best choice for this project. John Feeney Account Executive REB Storage Systems International 928-279-8544 jfeeney@rebstoragesystems.com

Response Attachments

Signed Bid Bond.pdf

Bid Bond

REB Storage Systems Mezzanine Proposal.pdf

Mezzanine Proposal

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 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes

4 Draft Sample Contract

I acknowledge reading and understanding the draft sample contract.

☒ 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.

John Feeney / Account Executive / jfeeney@rebstorage.com / 928-279-8544

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 Design Approval

Design proof approval required prior to production.

☒ Yes

8 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

9 Bid Bond Submission

I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response. The original bond/check should be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.

YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!

I have scanned and attached my bid bond.

10 Bonds

I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.

☒ Yes

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](#)

☒ 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.

☒ Yes

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.

YES

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 New Mezzanine/Storage Loft Installed/Completed
Per the drawings and specifications

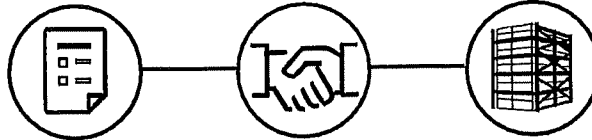
Quantity: 1 UOM: Lump Sum Unit Price: \$105,758.33 Total: \$105,758.33

Supplier Notes: Option to have sprinkler material installed and permitted would be an additional \$19,848.89. For a Grand Total of \$125,607.22

Response Total: \$105,758.33



Storage Systems International



 Pinnacle Bank Arena

Proposal

Customer: Pinnacle Bank Arena
Address: 400 Pinnacle Arena Dr
Lincoln, NE 68508

Contact: Derek Wurl
Title: Operations Manager
Tel: 402-416-9141
Email: dwurl@pinnaclebankarena.com

Prepared by: John Feeney
Title: Account Executive
Tel: 928-279-8544
Email: jfeeney@rebstorage.com

Date: 10/10/2023
Proposal #: 581801-00

WHO WE ARE

REB Storage Systems International specializes in the design, engineering, and project management of storage and material handling systems for warehouses, distribution centers, manufacturing facilities, and other companies with storage and distribution needs. In business since 1962, REB material handling systems are renowned for innovative design, structural integrity, safety, durability, and value.



2023

MATERIAL HANDLING EQUIPMENT
DISTRIBUTORS ASSOCIATION
MOST VALUABLE PARTNER AWARD
RECIPIENT

Since **1962**

WE'VE COMPLETED

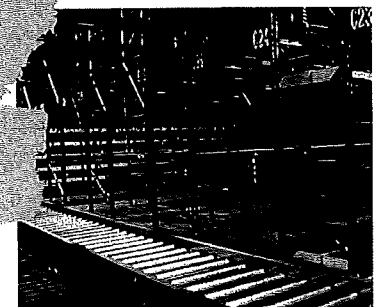
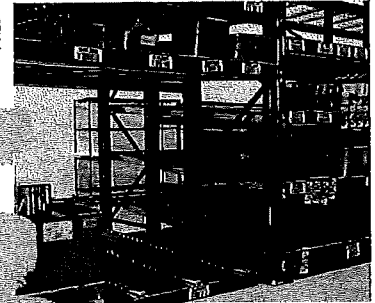
more than **100,000** projects

in **15** countries

(including all **50** states)

for more than **20,000** customers,

with **70%** customers as repeat buyers.



WHAT WE DO

Racking Systems

Selective Rack

Drive-In & Drive-Thru Rack

Pallet Flow Rack

Carton Flow Rack

Push Back Rack

Cantilever Rack

Automation Systems

AS/RS

Pallet Runner

Voice Picking

Pick-To-Light & Put-To-Light

Vertical Lift Module

Conveyors

Pick Modules

Rack Safety & Repair

Material Handling Products

Dear Derek,

Thank you for the opportunity to provide the Pinnacle Bank Arena our proposal to provide a mezzanine at your facility located in Lincoln Nebraska.

I hope that the detail provided in this proposal gives the Pinnacle Bank Arena added confidence that REB is the best choice for this project.

Scope of Work

Mezzanine 1:

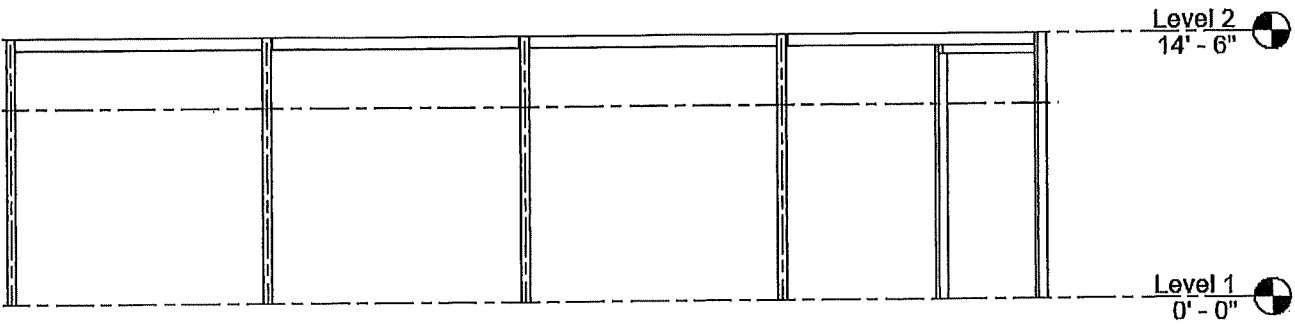
See drawing for mezzanine 1 listed below: This mezzanine features a 1,144 square ft platform with 125 PSF live load capacity. The decking platform is B-deck/resin deck with handrails and kickplates at 42" high. There is to be a standard access ladder installed and a 10' lift out gate on the drawing north side of the platform. The Deck height of the platform is 14'-6".

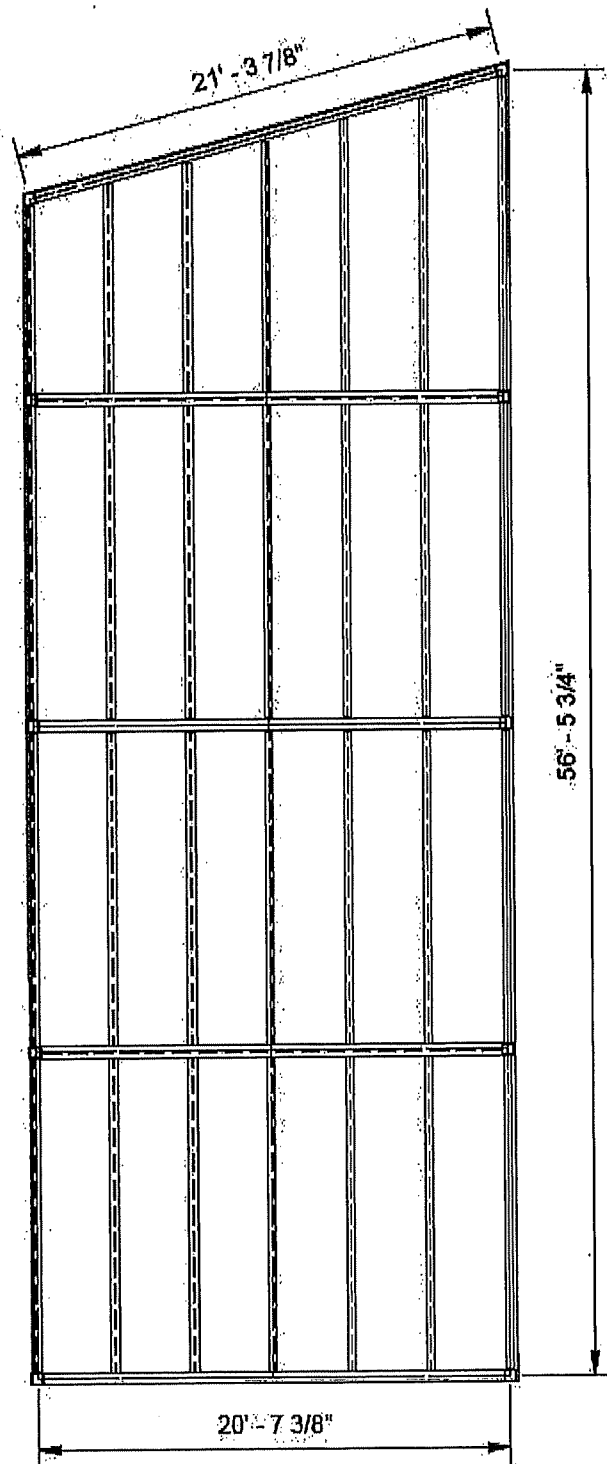
All hardware is included.

1. Columns (HSS 6x6 Baseplate 12X12)
2. Beams
3. Brace angles
4. B-Deck/ResinDek (Approx 1,454 Sqft)
5. Handrail Kickplate (Approx. 150 LF 42")
6. 10' Lift Out Gate
7. Standard Access Ladder
8. Paint (structure)
9. Powder Coat (Rails and Kickplates)
10. Erection Bolts for above items
11. Detailing
12. Engineering
13. Shipping Starts 6-8 weeks after model approval

Design Criteria

1. Loading 125 PSF Live Load 15 PSF Dead Load
2. Pallet Jack Load N/A
3. LL Deflection L/360
4. Top of Steel (see drawing)
5. Clear Height (see drawing)
6. Typical Column Spacing (see drawing)
7. Max Column Reaction Approx. 21 Kips
8. Steel Weight (18,759 lbs)
9. Code IBC





Installation

REB is pleased to include turnkey non-union installation of all material quoted. Our installation crew can provide equipment rental, offload & staging of all material and will coordinate with both the customer and any other trades on-site during installation to ensure smooth integration of the system quoted.

Final Engineering & Project Management

Upon award of the project, a dedicated REB Project Manager will be assigned, and a tentative schedule will be issued. Built into this schedule will be time allocated for the REB PM to visit the job site to confirm building dimensions and access, as well as review any potential obstructions in order to mitigate risk – all prior to releasing material to production.

REB pride ourselves on our Project Management abilities and service levels to our customers. All REB Project Managers will utilize Basecamp software to streamline communication with the customers' local operations and/or stakeholders, as requested. This allows for real time collaboration and updates to be shared with the entire project team.

Sprinkler

Tie into the existing overhead sprinkler system and provide sprinkler protection as optional pricing below the new platform. All piping will be schedule 10 black steel welded outlets and Victaulic grooved fittings. Stamped PE drawings and calculations to be provided to the local township for review. Sprinkler pricing based on the assumption that CAD background drawings and the most recent fire pump test report will be provided to REB at no charge. Sprinkler design quoted is not specific to commodity being stored underneath mezzanine, this is a general design.

Permitting

In REB's experience, projects which incorporate storage above 5'-6" may require a building permit, sometimes accompanied by a high piled storage report & drawings, to be issued by the city prior to installation.

To minimize risk associated with the implementation of the storage system, we recommend the building permit be secured prior to finalizing material orders and installation.

The system within this proposal (unless otherwise stated) has been designed based on utilizing full capacity storage within the predetermined footprint. Permitting may require a life safety and/or a high pile storage review, which could reduce the storage capacity of the system proposed by REB.

If not included in the current scope of this proposal, REB can provide the following services:

- Stamped drawings & calculations
- High pile storage report & drawings (provided by a third party)
- Life safety & egress plans (provided by a third party)

Pinnacle Bank Arena

All quotes valid for 5 days from proposal date



581801-00

Date: 10/10/2023

- Permit submittal

Permits are the responsibility of the Client. Unless explicitly stated any modifications and/or additions to the existing sprinkler system are not included.

Project Pricing

Item	Price
Mezzanine 1	\$ 68,719.00
Labor	\$ 24,660.00
Project Management & Engineering	\$ 5,870.00
Building Permit Submittal	\$ 2,333.33
	\$ 101,582.33 Sub Total
	\$ 4,176.00 Estimated Freight
	\$ 105,758.33 Grand Total

Optional Pricing

Sprinkler Material, Labor and Permits \$19,848.89

Project Total with Sprinkler Option added \$125,607.22

Steel Surcharge

All orders placed are subject to a steel surcharge. At time of shipment, REB will review any steel surcharges passed on by REB's manufacturers. At that time, REB reserves the right to add a line-item surcharge for any steel cost increase.

Notes

- Storage capacity is subject to change if high pile storage report and/or life safety analysis is required by the local municipality.
- Mezzanine material lead time is 6-8 weeks after approval drawings are signed.
- Stamped drawings & calculations are **included** in the base price of this proposal (See Permitting Section).
- High Piled Storage Report & Drawings are **not included** within this proposal (See Permitting Section) and are to be provided by others. However, if required to be supplied by REB, additional charges will apply.
- Permit submittal is **included** within this proposal. All associated permit charges will be passed through at cost.
- Freight is quoted as an estimate only and is subject to change at time of material shipping.
- Installation is quoted as non-union and does not include any stoppages or return trips and may incur additional charges.
- Dumpsters and electricity are to be provided by others.



Payment Terms:	40 % Down Payment Net 0 , 50 % at first material shipment Net 15, 10% upon completion Net 15
	Note: All credit card transactions will be subject to a three-and one-half percent (3.5%) service fee of the grand total amount. Interest payable on late payments will be one- and one-half percent (1.5%) per month (or the maximum legal rate if less). All subject to credit approval.
	All orders placed are subject to a steel surcharge. At time of shipment, REB will review any steel surcharges passed on by REB's manufacturers. At that time, REB reserves the right to add a line-item surcharge for any steel cost increase and Customer agrees to pay for any resulting steel surcharge increases.

ACCEPTANCE OF PROPOSAL	
The prices and conditions provided on this Proposal and Standard Terms and Conditions appearing on the back of this Proposal (collectively, the "Proposal"), are satisfactory and are hereby accepted by Customer. REB is authorized to perform the scope of work described therein as specified, subject to the Proposal. Customer agrees and acknowledges that a signed Proposal is incorporated as part of any signed contract between Customer and Seller. In case of inconsistency, conflict or ambiguity among the Contract Documents, this Proposal and written amendments thereto shall govern over any others in order of precedence.	
Agreed to and accepted by: REB Steel Equipment Corp. d/b/a REB Storage Systems International	
By:	Customer:
Print Name:	By:
Title:	Print Name:
	Title and Authorized Corporate Representative:
Note: All quotes are valid for 5 days from proposal date.	

REB Storage Systems International ("REB") – Standard Terms and Conditions of Sale and Installation

1. Contract Documents. These Terms and Conditions govern the Proposal and shall be considered incorporated into any subsequent contract between the parties hereto as if fully stated therein. Collectively, this Proposal and any subsequent contract, purchase order or other writing are herein referred to as the "Contract Documents", such Contract Documents together being the entire and integrated agreement between the REB and Customer (collectively, "the parties hereto") relating to the subject matter hereof, and supersedes all prior understandings, writings, proposals, negotiations, representations, communications or agreements, whether oral, written or implied, of either of the parties hereto. In the event of any conflict of terms within the Contract Documents, the terms and conditions of this Proposal shall govern. By executing and/or accepting the Proposal, Customer represents and warrants that it has reviewed and has consented to all terms and conditions contained therein. The Contract Documents, any one or all of them, may be amended only by a writing executed by the President of REB and an authorized representative of Customer. If any provision in this Proposal is held by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision or public policy, the remainder of this Proposal shall continue in full force and effect.

2. Engineering Data. The proposal drawings and/or specifications of the Proposal are confidential Engineering Data (the "Engineering Data") and represent REB's investment in engineering skill and development and remain the property of REB. The Engineering Data is provided to Customer with understanding that the information contained therein will not be disclosed or used in any manner detrimental to REB or as not authorized by the Contract Documents. All specifications and dimensions set forth in the Engineering Data are approximate and are subject to change during detailed engineering. Purchased materials and/or components referred to by trade name and/or by manufacturer may be interchanged at the option of REB with other materials and/or components of equal or greater quality and value. REB shall submit layout drawings, if required, to Customer who shall check and verify them with reasonable promptness. Customer must sign the drawings and send back to REB, which thereafter will execute the Work in accordance with approved drawings. Customer's failure to review and return signed drawings to REB prior to materials being manufactured shall release and relieve REB of and from any all liability and responsibility for issues that may arise when materials arrive on-site and/or during installation.

3. Scope of Work. All work performed by REB as specified in the Proposal (the "Work"), will be completed by REB in a workmanlike manner according to standard industry practices. REB shall perform the Work in accordance with a five (5) day week schedule and shall provide Customer with an estimated schedule for completion of the Work, subject to reasonable extension and modification depending upon the availability of REB's equipment.

4. Change Orders. Should the Customer request changes to the Work prior to completion of the Work, such requests shall be made in writing and submitted to REB. REB shall issue a change order setting for the additional work, the additional costs and any schedule changes which must be jointly executed by the President of REB and an authorized representative of the Customer. Upon a change being jointly executed by the parties hereto as set forth herein, the change order shall become a part and controlled by the Contract Documents.

5. Deliveries. Shipping or delivery dates are approximate. REB shall not be liable for delays in or failures of delivery due to strikes, labor trouble, supplier's delays, accidents, fire, flood, acts of God, action by Government authority, changes requested by Customer, pandemic, war or causes beyond REB's control.

6. Freight Claims. It shall be the responsibility of the Customer to examine and inspect merchandise when delivered, and to make notations of any damages, shortages, or any such related complaint on the delivery receipt before the truck driver leaves the Customer's facility. Following this review, the customer must then notify the Seller in writing of any complaint that was noted on the merchandise delivery receipt within five (5) business days of the delivery receipt. Failure to notify Seller will result in acceptance of the merchandise and waiver of claims for damages and or shortages.

7. Ship/Delivery Date Changes. Should the delivery date require change due to Customer requirements, and the product is already in the manufacturing cycle, the product is the responsibility of the Customer and will be invoiced as of the original delivery date. REB will reasonably assist the Customer in obtaining a location to store the product. Any and all storage charges and other related costs and expenses will be the responsibility of the Customer.

8. Installation: Customer Responsibilities

8.A. Should a Customer select their own installation company. REB will not be responsible for any part of the installation, for example: poor installation, not completing the project as per installation drawings and manufacturers specifications, components not placed in correct locations, not anchoring and bolting correctly, damaging floors, etc.

8.B. When REB Coordinates Installation. Customer agrees to prepare site and provide utilities and other support as required by the REB for installation and testing and to perform the following:

8.B.1. Floor. Floor shall be concrete or other sound materials acceptable to the REB and shall be flat and even. (Less than one quarter (¼) inch elevation variation over ten (10) linear feet in any direction). Any costs incurred for drilling anchor holes as a result of interference with reinforcing rods, mesh, or other materials due to hard anchor receiving materials shall be reimbursed by Customer. (REB has designed the rack column base plates and their anchorage to the floor slab based on a 28-day concrete compressive strength of 3,000 psi or other value if specified). The base plates have been sized such that the calculated bearing load, or stress, on the concrete floor slab is less than a maximum bearing strength permitted by the building code requirements for structural concrete (ACI 318-95). REB is not responsible for the design of the floor slab and sub soil system.

8.B.2. Utilities. Provide water, light, electric current, and wiring compressed air and heat as may be required to install test and operate equipment. Provide a constant source of electrical supply at least 100 feet of extension cord per power tool required, and adequate outlets within the 100-foot perimeter. Provide sanitary facilities and fire protection equipment.

8.B.3. Free and Clear Access; unloading. Customer to provide sufficient lay down staging and assembly areas immediately adjacent to construction area. Provide sufficient free and clear access to roads, deck areas, and aisles. Should customer fail to provide REB a free and clear installation area, REB reserves the right to charge the customer for any lost man hours. These charges will be based on a standard installation hourly rate, times the size of the install crew for the total man hours lost.

8.B.4. Coordination. Customer to coordinate the activities of Customer's subcontractors with REB to prevent interference with REB's work.

9. Customer Purchasing Design and Materials Only. In a situation where Customer purchases materials and design only and REB is not invited to install the project, REB will not be responsible for the capability of Customer's installer. Customer in this case must sign off the engineered drawings indicating they are taking responsibility for the finished project. Invoices must be paid in full and are not to be held up as a result of disputes with Customer's installer.

10. Cancellations. Orders are not subject to cancellation except with the written consent of REB and Customer will be subject to a minimum cancellation charge of twenty-five percent (25%) of the total Price.

11. Non-Union Labor. All the above quoted installation work has been based on using non-union labor, unless otherwise specified in the Contract Documents.

12. Delays. Delays incurred by REB, not caused by the fault of the REB, shall result in reimbursement of any and all costs incurred by REB plus a corresponding extension of the estimated completion date. The Price shall not be reduced for any delay due to circumstances beyond REB's control, including, but not limited to, strikes, casualty, accidents, fire, flood, acts of God, action by Government authority, changes requested by Customer, general unavailability of materials, economic pricing conditions of materials, pandemic, war or other cause beyond REB's control.

13. Payment. Customer shall pay to REB for the satisfactory performance of the Work the amounts stated on the Proposal (the "Price"). The Price shall include sums attributable to the amount stated in the Proposal, time and material prices, unit prices and accepted alternate prices and is subject to additions and deductions as provided by the Contract Documents. Any alteration or deviation from the specifications provided in the Proposal which involves extra costs, including, but not limited to, REB's reasonable costs of demobilization, delay and remobilization, will be executed only upon written orders, and will become an extra charge over and above the Price in the Proposal. Under no circumstances shall Customer have a right to setoff or be entitled to withhold any portion of the Price to cover any costs or liability Customer has incurred or may incur for which REB may be responsible under an agreement other than that embodied in the Contract Documents.

14. Permits, Licenses, and Fees. Unless otherwise stated, it is the responsibility of Customer to obtain any required building permits, licenses, high-piled storage permits, or any other specific requirements. Any cost for said permits, licenses, fees, etc., are not included in Price and are the responsibility of Customer unless otherwise stated. This includes all building, fire and/or safety regulations, which may be required prior to issuance of permit. *In the event any of the above is denied due to Customer's negligence or non-compliance, all deliveries in this proposal will become due and payable nonetheless in accordance with stated terms.*

15. Taxes. Customer will be solely responsible for payment directly to taxing authority or reimbursement to REB, when paid by REB, of all sales, use or similar taxes, and any duties or permits or any other fees imposed upon this transaction by any level of government whether due at the time of sale or later (excluding REB's income taxes).

16. Title. Title to the equipment shall remain vested in REB and shall not pass to the Customer until the Price has been paid in full and received by REB and final waivers of mechanic lien have been signed and tendered by REB to Customer.

17. Acceptance of the Work. Customer's payment of all or any portion of the Price to REB shall constitute Customer's acceptance of REB's provision of all the Work or such portion of the Work represented by such portion of the Price.

18. Waivers of Lien. Under no circumstances shall lien or claim waivers and affidavits from REB, for the Work, be required by Customer as a prerequisite for payment of the Price. REB shall furnish Customer appropriate releases or waivers of lien for all Work performed upon REB's receipt of a requested progress or final payment.

19. Warranty. REB warrants its products to be free of defects in material and workmanship and according to agreed specifications for which it is designed. The warranty offered shall be the manufacturer's standard warranty for respective product. REB's liability under the warranty shall be limited to repair or replacement. F.O.B. is REB's point of shipment. In no event shall REB be liable for labor or consequential damages. THERE IS NO IMPLIED WARRANTY BY REB FOR FITNESS OF PURPOSE. Any oral or other statements that REB's agents, officers or employees may have made regarding the conditions, quality, durability or suitability of the materials and equipment used by REB in any respect, or any other representation, warranty or covenant of any kind or character, express or implied that conflicts with the limited guarantee that the Work will be free from defects, do not constitute warranties, are disclaimed by REB, and shall not be relied upon by Customer.

20. Re-use of existing equipment. No warranty is expressed or implied for any re-used or existing equipment. REB will install equipment at Customer's request, but is not responsible for any for any parts, components, or devices so used.

21. Waiver of Consequential and Other Damages. REB disclaims any liability, under any circumstances, whether as a result of a breach, tort or otherwise, for any consequential, incidental, special, punitive, indirect or exemplary damages of any kind (including, but not limited to, loss of profits, revenues or use of any associated goods, damage to any associated goods, cost of capital or substitute goods, facilities or services, or downtime costs), suffered by Customer for any reason whatsoever, whether or not REB knew or should have known that such damages might be incurred.

22. Default. In the event Customer shall fail to pay the Price, any portion thereof or any amount due hereunder, or default in the compliance with any term or condition of this Proposal or the Contract Documents, REB may suspend performance of the Work without breach pending payment or cure of any default. Upon the failure of Customer to pay any Price, portion thereof or any amount due or cure any default hereunder, within seven (7) days after REB causes written notice to be sent, REB shall have the right, in addition to all other remedies at law and in equity, to terminate this Proposal and any further obligations under the Contract Documents, and seek recovery of any payment due for the value of Work performed, lost profits plus reimbursement to REB for any costs, expenses, attorneys' fees, consultants' fees and litigation costs incurred. No renewal or extension of the time for payment of the Price or delay in enforcing any right of REB under the Contract Documents shall affect the liability or the obligations of Customer. All rights of REB under the Contract Documents are cumulative and may be exercised concurrently or consecutively at REB's option.

23. Choice of Law and Venue. All questions concerning the construction, validity and interpretation of the Contract Documents and the performance of the obligations imposed by the Contract Documents shall be governed by the Internal law, not the law of conflicts, of the State of Illinois. Any legal action brought relating the Proposal; and/or the Contract Documents shall be brought in Circuit Court of DuPage County, Illinois.

24. Limitation. Any claim or cause of action by one party hereto against the other must be filed within two (2) years of the date of the Proposal. This Paragraph shall survive any termination of this Proposal, however arising.

25. Insurance and Indemnification. Customer shall carry fire, tornado and other necessary Insurance, and shall obtain all necessary permits at its own expense. REB warrants it is insured for general liability, professional liability and for injury to REB's own employees. To the fullest extent allowed by law, Customer shall indemnify, defend, and hold harmless REB, its agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of, relating to and or resulting from performance of the work under the Proposal or Contract Documents, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property but only to the extent arising out of the negligent acts or omissions of the Customer, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section. Any waivers of the limitation of REB's liability under applicable Workers Compensation Act or conditions of indemnification are hereby rescinded.

26. Sprinkler and Lighting. Customer understands that costs provided on REB proposal for sprinkler and/or lighting are estimates, and are subject to change based on a sprinkler and lighting assessment. If sprinkler and/or lighting costs are more than what is estimated on REB proposal, Customer will be issued a change order to account for these additional costs. If Customer does not want to move forward with the sprinkler and/or lighting based on the revised amount, Customer agrees to pay REB for the cost of the sprinkler and lighting assessment.

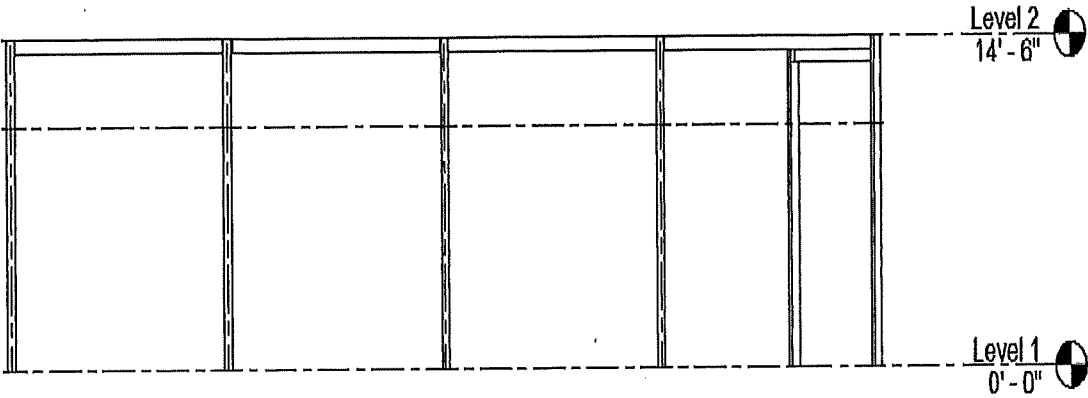
27. Steel Surcharge: All orders placed are subject to a steel surcharge. At time of shipment, REB will review any steel surcharges passed on by REB's manufacturers. At that time, REB reserves the right to add a line-item surcharge for any steel cost increase.

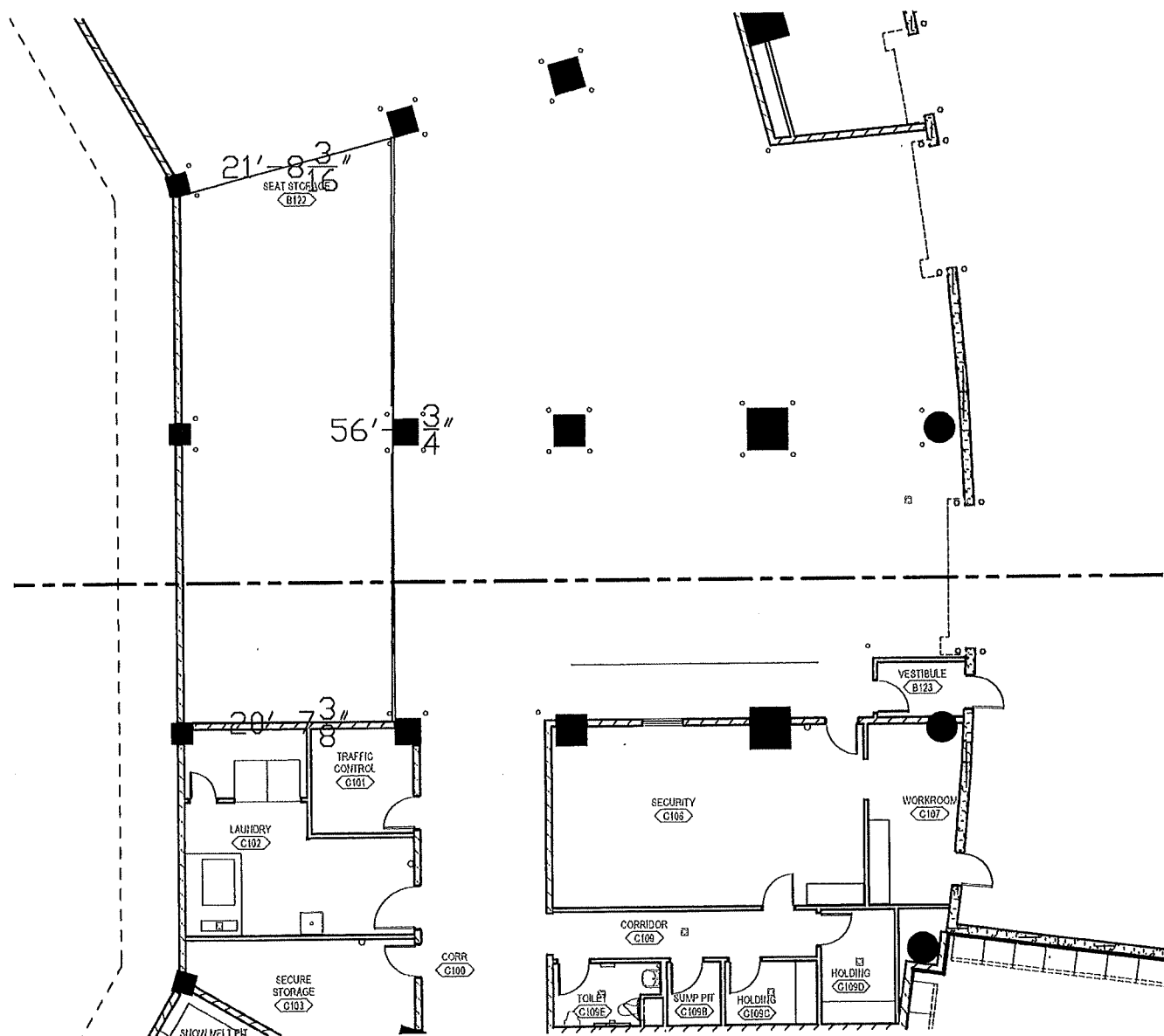
28. Construction. Each Party had an equal degree of control as to the drafting of this Proposal so the rule of construction that an ambiguous document is to be construed against its drafter is accordingly inapplicable.

29. Counterparts. This Proposal may be executed in counterparts, each of which will be deemed an original regardless of the date or time of its execution and delivery, and said counterparts together will constitute one and the same Agreement. Signature pages that are xerox copied, transmitted by facsimile or via .pdf, jpeg or equivalent image files sent by mail, email, SMS or other electronic transmission are acceptable and will be binding and considered original.

30. Amendment. This Agreement may be amended or waived except by an instrument in writing signed by Customer and REB.

EXHIBIT B – SIDE VIEW OF MEZZANINE





LANCASTER COUNTY

Employee Classification Act Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Insurance Requirements

Submitted on	29 September 2023, 12:38PM
Receipt number	1093
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

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.

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

New Storage Loft 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 storage loft Pinnacle Bank Arena requires the following:
 - 1.1.1 Design mezzanine storage loft.
 - 1.1.2 Throughout the specifications when mezzanine is mentioned it always means storage loft.
 - 1.1.3 Furnish and install storage mezzanine on the loading dock.
 - 1.1.4 Submit all permits required per City of Lincoln.
 - 1.1.5 Design proof approval before production.
- 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, Buyer 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. PROJECT SCOPE

- 2.1 The successful contractor shall furnish and install a mezzanine/storage loft to the loading dock of Pinnacle Bank Arena.

3. LOADING DOCK MEZZANINE/STORAGE LOFT

- 3.1 This mezzanine/storage loft features a 1,144 square ft platform with 125 PSF live load capacity.
- 3.2 The decking platform is a B-deck/resin deck with a load capacity of 125 PSF, with handrails and kickplates at 42high.gh
- 3.3 There will need to be a standard access ladder installed and a 10' lift-out gate on the drawing north side of the platform.
- 3.4 All upright steel needs to have a 2-hour fire rating per fire marshal.
- 3.5 The deck height of the platform is at least 14'.
- 3.6 PBA will subcontract a fire sprinkler company to install all fire sprinklers under the loading dock Mezzanine.
- 3.7 See drawing exhibits A and B for the projected design of the loading dock mezzanine.
- 3.8 Two scissor lifts and a forklift will be provided to the winning contractor.
- 3.9 Submit all building permits to the City of Lincoln for the mezzanine project.

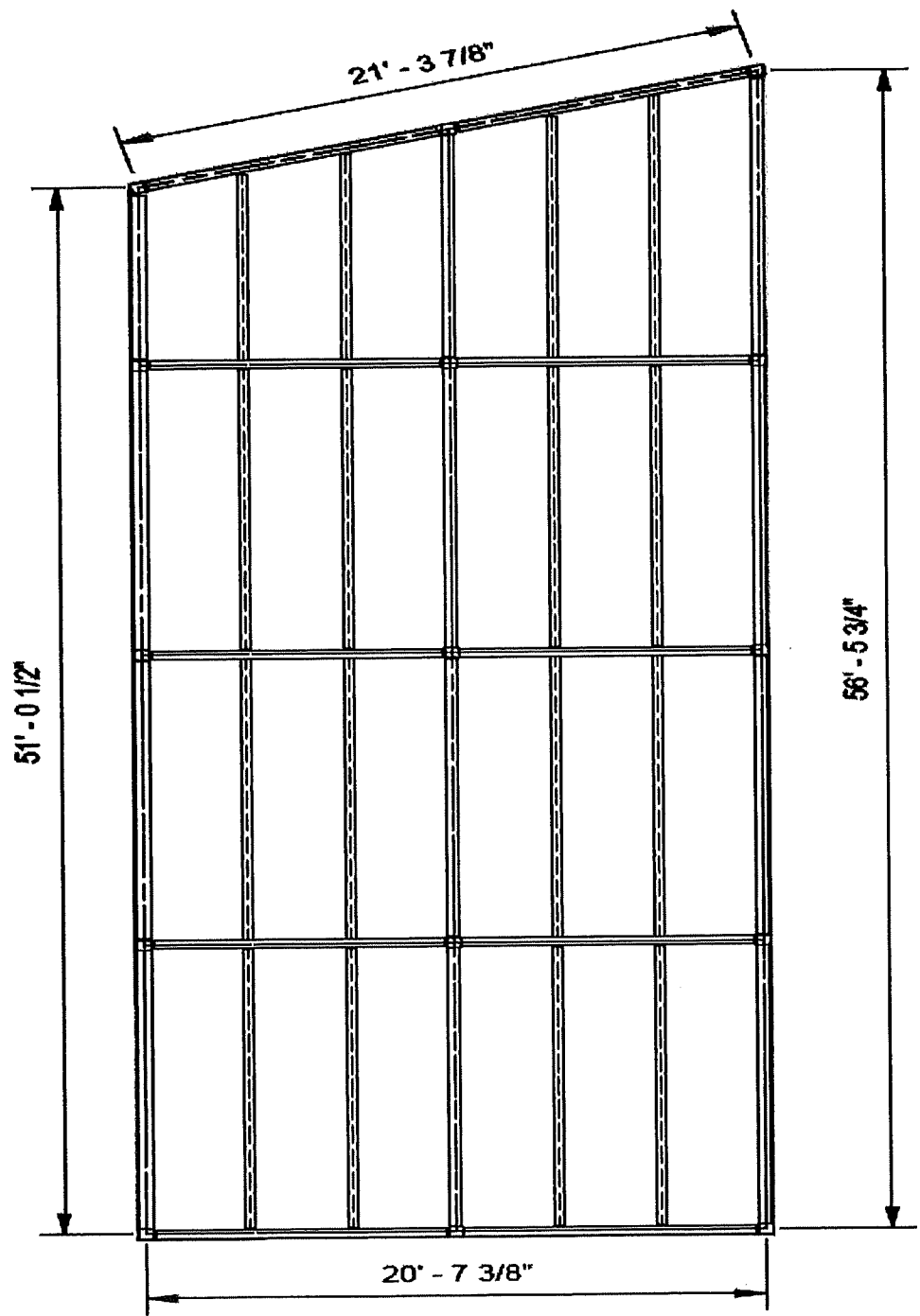
4. DELIVERY AND INSTALLATION

- 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.
- 5.2 Vendor will be given an approved contract after the WHJPA board meets in December 2023.
 - 5.2.1 Project shall be completed by April 1, 2024, unless otherwise discussed between awarded contractor and owner due to scheduling conflicts of arena.

EXHIBIT A – TOP VIEW OF MEZZANINE



EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

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

REB Steel Equipment herein below known as the Contractor, state under oath and swear as follows:

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

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

PRINT NAME: William Welton

(First, Middle, Last)

SIGNATURE: 

TITLE: Executive Vice President

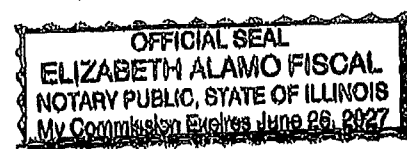
Illinois
State of ~~XXXXXX~~

County of Cook

)
) ss.
)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this
21st day of September, 2023

Elizabeth Alamo-Fiscal
Notary Public



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. Bidder 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 are not allowed to discuss this solicitation with any other employee, elected official 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. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this solicitation.
- 1.7. 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.
- 1.8. If bidding on a construction contract, the Owner's most current Standard Specifications for Municipal Construction shall apply. Here is the link: <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. ANTI-LOBBYING PROVISION

- 4.1 During the period between the solicitation release date and the contract execution, Bidders, including their agents and representatives, shall not lobby or promote their product/service with the Mayor, any member of the Owner or Owner staff except during Owner sponsored inquiries, briefings, interviews, or presentations, or unless requested by the Owner.

5. BRAND NAMES/ALTERNATES

- 5.1 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.
- 5.2 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.
- 5.3 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 5.4 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.

6. DEMONSTRATIONS/SAMPLES

- 6.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owner.
- 6.2 Such demonstration can be at the Owner delivery location or a surrounding community.
- 6.3 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.
- 6.4 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.
- 6.5 The Owner reserves the right to request samples even though this may not have been set forth in the solicitation.
- 6.6 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.
- 6.7 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.

7. DELIVERY (Non-Construction)

- 7.1 The Owner reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the specified time(s).
- 7.2 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.
- 7.3 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.

8. WARRANTIES AND GUARANTEES

- 8.1 Manufacturer's warranties and/or guarantees and maintenance policies should be uploaded in Ebid in the Response Attachments tab.
- 8.2 Unless stated otherwise in the specifications, 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 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.

9. BID SECURITY

- 9.1 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.
 - 9.1.1 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.
 - 9.1.2 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.
- 9.2 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.
- 9.3 Such bid security will be returned to the unsuccessful Bidders when the award of the solicitation is made.
 - 9.3.1 Bid security will be returned to the successful Bidder(s) as follows:
 - 9.3.2 For purchase orders, upon the delivery of all equipment or merchandise, and upon final acceptance by the Owner.
 - 9.3.3 For all other contracts, upon approval by the Owner of the executed contract and bonds.

- 9.4. Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
- 9.4.1. A contract has been executed and bonds have been furnished.
 - 9.4.2. The specified time has elapsed so the solicitations may be withdrawn.
 - 9.4.3. All responses have been rejected.
 - 9.4.4. 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.

10. REFERENCE CHECKS

- 10.1. 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 non-responsive, not award, withdraw an award notification, or rescind the award of a contract.

11. SOLICITATION EVALUATION AND AWARD

- 11.1. 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.
- 11.2. No response shall be modified or withdrawn for a period of ninety (90) calendar days after closing date and time.
- 11.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 11.4. The solicitation will be awarded to the lowest responsible, responsive 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. If allowed, any governmental agency may piggyback on any purchase order or contract established from this solicitation.

12. EXECUTION OF AGREEMENT

- 12.1. Depending on the type of service or commodity provided, one of the following methods will be employed.
- 12.1.1. **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.
 - 12.1.2. **CONTRACT**
 - a. Owner will furnish copies of a Contract to the successful Bidder. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - b. The prepared documents should be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - c. The Owner will sign and date the Contract and prepare the appropriate documents for signature.
 - d. Upon approval and signature, the Owner will return one electronic copy to the successful Bidder.

13. INDEMNIFICATION

- 13.1. The Bidder shall indemnify and hold harmless the Owner from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owner for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owner.
- 13.2. In any and all claims against the Owner or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. LAWS

- 14.1. 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.
- 14.2. 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.
- 14.3. If there are any conflicts or inconsistencies between the Bidder's documents and the Owner's, the Owner's documents shall control.

15. TAX ASSESSMENT

- 15.1. Any solicitation for public improvement shall comply with Nebraska Revised Statute 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.

16. AFFIRMATIVE ACTION

- 16.1. The Owner provides equal opportunity for all Bidders and encourages minority businesses, women's businesses, and locally owned business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1. The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 17.2. 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.

18. INSURANCE

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

19. TAXES AND TAX EXEMPTION CERTIFICATE

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

20. AUDIT

- 20.1. 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.

21. E-VERIFY

- 21.1. 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.

Advertise 2 times
Friday, September 29, 2023
Friday, October 6, 2023

City of Lincoln/Lancaster County
Purchasing Division

NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **2:00 pm, Friday, October 13, 2023** for providing the following:

Storage Loft
Pinnacle Bank Arena
Bid No. 23-242

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

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

COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

A. GENERAL INFORMATION

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

Construction Performance Bond
Construction Payment Bond

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

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

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

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

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

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

B. COMPLETING THE FORMS

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

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

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

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

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

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

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal
Place of Business):

REB Steel Equipment
7955 S Cass Ave
Darlen, IL 60561

Owner (Name and Address):
Lancaster County
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: \$105,758.33

Description (Name and Location):

For all labor, material, and equipment necessary for Storage Loft – Pinnacle Bank Arena, Bid No. 23-242

BOND

Date:

Amount: \$105,758.33

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company:

(Corp. Seal)

SURETY
Company:

(Corp. Seal)

REB Steel Equipment
7955 S Cass Ave
Darlen, IL 60561

Signature: _____
Name and Title:

Signature: _____
Name and Title:

EJCDC NO. 1910-28a (1984 Edition)

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

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

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

REB Steel Equipment
7955 S Cass Ave
Darlen, IL 60561

SURETY (Name and Principal Place
Of Business):

Owner (Name and Address):

Lancaster County
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:

Amount: \$105,758.33

Description (Name and Location):

For all labor, material, and equipment necessary for Storage Loft – Pinnacle Bank Arena, Bid No. 23-242

BOND

Date:

Amount: \$105,758.33

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company:

(Corp. Seal)

SURETY
Company:

(Corp. Seal)

REB Steel Equipment
7955 S Cass Ave
Darlen, IL 60561

Signature: _____
Name and Title:

Signature: _____
Name and Title:

EJCDC NO. 1910-28B (1984 Edition)

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

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

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

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

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.

4.2 Claimants who do not have a direct contract with the

Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and

2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

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

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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

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

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (III), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.



REBSTEE-01

ELEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2023

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
Robertson Ryan - Oak Brook
3880 Salem Lake Dr Suite H
Long Grove, IL 60047

CONTACT Elizabeth Marro

PHONE
(A/C, No, Ext): (630) 468-5402FAX
(A/C, No):E-MAIL
ADDRESS: emarro@robertsonryan.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: THE HANOVER INSURANCE COMPANY

22292

INSURER B: Allmerica Financial Benefit Insurance Company

41840

INSURER C: Massachusetts Bay Insurance Company

22306

INSURER D: THE HARTFORD INSURANCE GROUP

00914

INSURER E: The Travelers Property Casualty Insurance Company of America

25674

INSURER F:

INSURED
REB Steel Equipment Corp d/b/a REB Storage Systems
International
4556 W Grand Avenue
Chicago, IL 60639

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 <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 type="checkbox"/> LOC OTHER:	X	X	ZHCH143518	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	AWCH126986-03	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHCH143520-03	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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	WDCH127754-04	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional			83OH042140822	12/31/2022	12/31/2023	1,000,000
E	Excess - Umbrella			EX-1W763841-22-NF	12/31/2022	12/31/2023	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Storage Loft - Pinnacle Bank Arena Bld No 23-242

The following are considered additional insureds on a primary and non-contributory basis with respects to General Liability and Auto Liability when required by written contract: Lancaster County; West Haymarket Joint Public Agency

A waiver of subrogation applies in favor of the additional insureds with respects to General Liability, Auto Liability and Workers Compensation when required by written contract and where allowable by law. 30 Day NOC applies

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



AGENCY CUSTOMER ID: REBSTEE-01

ELEE

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Robertson Ryan - Oak Brook		NAMED INSURED REB Steel Equipment Corp d/b/a REB Storage Systems International 4556 W Grand Avenue Chicago, IL 60639	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Crime Coverages
Effective date: 12/31/2022 - 12/31/20223
Carrier: CNA Insurance Companies
Policy Number: 652187258
Coverage: Crime
Limit: \$2,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
BLANKET WHEN REQUIRED BY CONTRACT	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
BLANKET WHEN REQUIRED BY CONTRACT	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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.

HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

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

We will not pay sums or perform acts or services unless explicitly provided for in this policy.

Throughout this policy the words **you** and **your** refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. 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 the Definitions Section of this policy.

I. INSURING AGREEMENTS

1. Coverage A – Follow Form Excess Liability Insuring Agreement

- a. We will pay on behalf of the insured those sums in excess of the "underlying insurance" which the insured becomes legally obligated to pay as damages, provided:

(1) Such damages are covered by "underlying insurance";

(2) The event which triggers coverage on the "underlying insurance" takes place during the policy period of this insurance, and

(3) The applicable Limit of Insurance of the "underlying insurance" is exhausted by payment of judgments, settlements, related costs or expenses for damages also covered under this policy. We will not pay if the Limit of Insurance of "underlying insurance" is exhausted by payment for damages to which this insurance does not also apply.

- b. We will not pay damages that the "underlying insurance" does not pay for any reason other than exhaustion of limits of the "underlying insurance" by payment of judgments, settlements, related costs or expenses.

- c. The terms and conditions of the "underlying insurance" in effect at the inception of this policy apply unless they are inconsistent with the terms and conditions of this policy.

- d. The amount we will pay for damages is limited as described in section VI. **LIMITS OF INSURANCE.**

- e. We have no obligation under this insurance with respect to any claim or "suit" settled without our consent.

- f. This policy does not apply to any part of loss within the Limit of Insurance of "underlying insurance", or any related costs or expenses.

- g. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under section

II. DEFENSE AND SETTLEMENT and section V. **SUPPLEMENTAL PAYMENTS.**

2. Coverage B – Umbrella Liability Insuring Agreement

- a. We will pay on behalf of the insured those sums in excess of the "retained limit" shown in the Declarations which the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" and "advertising injury" to which this coverage applies, provided:

(1) The:

(a) "Bodily injury" or "property damage" is caused by an "occurrence"; or

(b) "Personal injury" and "advertising injury" is caused by an offense arising out of your business;

Which took place within the coverage territory as described in section IV. **COVERAGE TERRITORY;**

- (2) The "bodily injury" or "property damage" occurs during the policy period, and the offense causing "personal injury" or "advertising injury" is first committed during our policy period; and

- (3) Prior to the policy period, no insured and no "employee" authorized by you to give or receive notice of an "occurrence", offense or claim, knew that the "bodily injury", "property damage", "personal injury" or "advertising injury" had occurred, in whole or in part. If such an insured or authorized "employee" knew, prior to the policy period, that the "bodily injury", "property damage", "personal injury" or "advertising injury" occurred, then any continuation, change or resumption of such "bodily injury", "property damage", "personal injury" or "advertising injury" during or after the policy period will be deemed to have been known prior to the policy period.

However, "bodily injury", "property damage", "personal injury" or "advertising injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured or by any "employee" authorized by you to give or receive notice of an "occurrence", offense or claim, includes any continuation, change or resumption of that "bodily injury", "property damage", "personal injury" or "advertising injury" after the end of the policy period.

- b. "Bodily injury", "property damage", "personal injury" or "advertising injury" will be deemed to have been known to have occurred at the earliest time when any insured, or any "employee" authorized by you to give or receive notice of an "occurrence", offense or claim:
- (1) Reports all or any part of the "bodily injury", "property damage", "personal injury" or "advertising injury" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury", "property damage", "personal injury" or "advertising injury"; or
 - (3) Becomes aware by any other means that "bodily injury", "property damage", "personal injury" or "advertising injury" has occurred or has begun to occur.
- c. **Coverage B – Umbrella Liability Insuring Agreement** does not apply to:
- (1) Any claim or "suit" which is covered by "underlying insurance" regardless of

whether or not the "underlying insurance" is available or the limits have been exhausted;

- (2) Any claim or "suit" covered by **Coverage A – Follow Form Excess Liability Insurance** of this policy; or
- (3) Any costs or expenses related to loss as described by c.(1) or c.(2) above.

d. The amount we will pay for damages is limited as described in section VI. **LIMITS OF INSURANCE.**

e. We have no obligation under this insurance with respect to any claim or "suit" settled without our consent.

f. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under section II. **DEFENSE AND SETTLEMENT** and section V. **SUPPLEMENTARY PAYMENTS.**

II. DEFENSE AND SETTLEMENT

1. Coverage A – Follow Form Excess Liability Defense and Settlement:

- a. We have the right and duty to defend the insured against any "suit" seeking damages to which this insurance applies. If the "underlying insurer" defends a "suit" even if such "suit" is groundless, false or fraudulent, we will also defend such a "suit". We have no duty to defend any person or organization against any claim or "suit":
 - (1) To which this insurance does not apply; or
 - (2) If any other insurer has a duty to defend.
- b. Where we have the duty to defend, we may, at our discretion, investigate any occurrence or offense and settle any claim or "suit".
- c. Where we have no duty to defend, we have the right to participate in the investigation and settlement of any claim, and defense of any "suit", that we feel may create liability on our part under the terms and conditions of this policy. If we exercise this right, we will do so at our own expense.
- d. Our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements. However, if the Limits of Insurance of any "underlying insurance" are reduced by defense or claim expense

"personal injury" or "advertising injury" to which this insurance applies, even if such "suit" is groundless, false or fraudulent. We have no duty to defend any person or organization against any claim or "suit":

- (1) To which this Insurance does not apply; or
 - (2) If any other insurer has a duty to defend.
- b. Where we have the duty to defend, we may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit".
 - c. Where we have no duty to defend, we have the right to participate in the investigation and settlement of any claim, and defense of any "suit", that we feel may create liability on our part under the terms and conditions of this policy. If we exercise this right, we will do so at our own expense.
 - d. Our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements. However, if the Limits of Insurance of any "underlying insurance" are reduced by defense or claim expense under the terms of that policy, then our duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements, and defense or claim expense as defined in the "underlying insurance".

III. WHO IS AN INSURED

1. Coverage A – Follow Form Excess Liability Who Is An Insured:

The following persons or organizations qualify as an insured:

- a. The named insured stated in Item 1 of the Declarations; and
- b. Any other person or organization qualifying as an insured under the "underlying insurance" but not beyond the

extent of any limitation imposed under any contract or agreement.

If coverage provided to an Additional Insured is required by contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance required by the contract, less any amounts payable by "underlying insurance".

Additional Insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance". The inclusion of Additional Insureds does not increase the Limit of Insurance.

2. Coverage B – Umbrella Liability Who Is An Insured:

- a. If you are designated in the Declarations as:

- (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- (5) A trust, you are an insured. Your trustees are also insureds, but only with respect their duties as trustees.

- b. Each of the following is also an insured:

- (1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability

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

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 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:

**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

FL,IL,MI,PA,VA,WI

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.
WDCH127754-04

Endorsement No.
Premium

Insurance Company

Countersigned by _____

RESOLUTION NO.

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

That the attached Amendment to Contract for Physical Access and Control System Equipment and Services to add the West Haymarket Joint Public Agency to the Memorandum of Understanding between Inteconnect, Inc. dba Inteconnex, the City of Lincoln, Lancaster County, Nebraska, the City of Lincoln-Lancaster County Public Building Commission Cooperative Contract (MOU178) for physical access and control system equipment and services for a term expiring September 30, 2024, with the option of renewing as stated in the terms and conditions of the Memorandum of Understanding, and with costs not to exceed \$65,000.00, is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Amendment on behalf of the JPA.

Adopted this _____ day of January, 2024.

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

AMENDMENT TO CONTRACT
Physical Access and Control System Equipment and Services
West Haymarket Joint Public Agency
Add WHJPA to Contract
MOU178
Inteconnect, Inc., dba Inteconnex

This Amendment is hereby entered into by and between Inteconnect, Inc., dba Inteconnex, 3925 Fountain Blvd., Suite 100, Cedar Rapids, IA 52411 (hereinafter "Contractor") and West Haymarket Joint Public Agency (hereinafter "JPA"), for the purpose of amending the City of Lincoln, Lancaster County, and City of Lincoln-Lancaster County Public Building Commission (PBC) Contract executed on City of Lincoln Executive order No. 98192, on Nov. 28, 2023, by Lancaster County on County Contract No. C-23-0948, on Dec. 5, 2023 and by PBC on Nov. 14, 2023, for Physical Access and Control System Equipment Equipment and Services, MOU178, which is made a part hereof by this reference.

WHEREAS, the parties hereby agree to add West Haymarket Joint Public Agency to the Memorandum of Understanding, MOU178, effective upon execution; and

WHEREAS, the expenditures for the WHJPA of Lincoln for the term of this renewal shall not exceed \$65,000.00 without approval by the WHJPA; and

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

- 1) The parties hereby agree to add West Haymarket Joint Public Agency to the Memorandum of Understanding, MOU178, effective upon execution.
- 2) The expenditures for the WHJPA of Lincoln for the term of this renewal shall not exceed \$65,000.00 without approval by the WHJPA.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

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

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

Vendor Signature Page
JPA Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Physical Access and Control System Equipment and Services
West Haymarket Joint Public Agency
Add WHJPA to Contract
MOU178
Inteconnect, Inc., dba Inteconnex

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

Mail to: City/County Purchasing
 Attn: Lori L. Irons
 440 So. 8th St., Ste. 200
 Lincoln, NE 68508
 Or email to: liron@lincoln.ne.gov

Company Name:	Inteconnect Inc. d/B/A Inteconnex
By: (Please Sign)	Marcus K Meyer
By: (Please Print)	Marcus K. Meyer
Title:	President
Company Address:	4531 S. 88 th St. Ste. B Omaha, NE 68127
Company Phone & Fax:	319-739-0868 Fax 319-294-6672
E-Mail Address:	mmeyer@inteconnex.com
Date:	12/14/2023
Contact Person for: "Orders or Service"	Jeff Schulz
Contact Phone Number:	402-250-3766

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Physical Access and Control System Equipment and Services
West Haymarket Joint Public Agency
Add WHJPA to Contract
MOU178
Inteconnect, Inc., dba Inteconnex**

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

ATTEST:

City Clerk

West Haymarket Joint Public Agency

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

APPROVED BY:

Order No. _____

dated _____



INTEINC-01

MKUKER2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2024

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 The Accel Group LLC 5500 Fountains Dr NE Suite 201 Cedar Rapids, IA 52411	CONTACT NAME:		
	PHONE (A/C, No, Ext): (319) 365-8611	FAX (A/C, No): (319) 365-6919	
	E-MAIL ADDRESS: certs@acceladvantage.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Indemnity Ins Co		18058
INSURED Inteconnect Inc 3925 Fountains Blvd NE Ste 100 Cedar Rapids, IA 52411	INSURER B : Twin City Fire Ins. Company		29459
	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
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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PHPK2637736	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 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 OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	PHPK2637736	12/31/2023	12/31/2024	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 \$ 10,000			PHUB894303	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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 Y	N/A	91WECJZ5927	12/31/2023	12/31/2024	<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
A	Tech E&O			PHPK2637369	12/31/2023	12/31/2024	Per Occ \$1M/Agg 2,000,000
A	Installation			PHPK2637736	12/31/2023	12/31/2024	Installation 400,000

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

Certificate Holder as Additional Insured: City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission

CERTIFICATE HOLDER

CANCELLATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization required by contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER 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" for Covered Autos Liability Coverage 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.

Named Insured: Inteconnect Inc.

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s): The City of Cedar Falls

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COMMERCIAL AUTOMOBILE ELITE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Who is An Insured		2
Board Members	Included	
Newly Acquired Entities	Included	
Designated Insured	Included	
Lessor of Leased Autos	Included	
Cost of Bail Bonds	\$5,000	2
Reasonable Expenses – Loss of Earnings	\$500 per day	2
Fellow Employee Coverage	Amended	3
Towing	\$100 per disablement	3
Glass Breakage (Windshields and Windows)	No deductible applies	3
Transportation Expenses	\$100 per day / \$3,000 maximum	3
Hired Auto Physical Damage – Loss of Use	\$100 per day / \$1,000 maximum	3
Hired Auto Physical Damage	ACV or repair or replacement of the vehicle whichever is less	4
Personal Effects	\$500	4
Rental Reimbursement	\$100 per day / 30 days	4
Accidental Discharge – Air Bag	Amended	4
Electronic Equipment	\$1000	5
Original Equipment Manufacturer Parts Replacement	Included	5
Auto Loan / Lease Gap Coverage	Amended	5
One Comprehensive Coverage Deductible Per Occurrence	Amended	6
Notice of and Knowledge of Occurrence	Amended	7
Blanket Waiver of Subrogation	Amended (as required by written contract)	7
Unintentional Errors or Omissions	Amended	7
Mental Anguish – Bodily Injury Redefined	Amended	7

Coverage extensions under this endorsement only apply in the event that no other specific coverage for these extensions is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

Any deductible listed in the Auto Declarations Page will apply unless specific deductible provisions are set forth under a coverage enhancement below.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Blanket when required by written contract

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 91 WEC JZ5927

Endorsement Number:

Effective Date: 12/31/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: INTECONNECT, INC.

3925 Fountains Blvd NE Ste 100
CEDAR RAPIDS IA 52411

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

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative