Public Building Commission

Tuesday, April 14, 2020
County City Building
Room 113 - The Bill Luxford Studio
1:30 p.m.

Location Announcement of Nebraska Open Meetings Act: A copy of the Nebraska Open Meetings Act is located on the wall at the rear of the room.

1. CALL TO ORDER

Public Building Commission Meeting

2. MINUTES

Approval of the previous Public Building Commission Meeting

Documents:

PBC Minutes 3 10 20.Pdf
PBC Minutes 3 23 20.Pdf

3. OLD BUSINESS

A. County Assessor Remodel

Documents:

Assessor Remodel Pay App 2.Pdf
Assessor Remodel Pay App 3.Pdf

B. HOJ Front Security Entrance Remodel

Documents:

HOJ Front Security Payment 6.Pdf

4. NEW BUSINESS

A. March 2020 Vouchers

Documents:

March 2020 Vouchers.pdf

5. CONTRACT APPROVALS:

A. Contract for Single Point of Entry Security Entrance Equipment

#20-041 Autoclear LLC

Documents:

20-041 Autoclear LLC.pdf

B. Annual Service for Pest Control #20-022 Orkin, LLC

Documents:

20-022 Orkin.pdf

C. Amendment to Contract for Water Softener Salt #5561 Culligan of Lincoln

Documents:

5561 Culligan.pdf

D. Amendment to Contract for Natural Gas and Related Services #19-212 WoodRiver Energy, LLC

Documents:

19-212 WoodRiver Energy, LLC.pdf

E. Amendment to Contract for Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions #MOU019 Graybar Electric Company, Inc.

Documents:

MOU019 Graybar Electric.pdf

F. Amendment to Contract for Annual Services for Pre-Sort Mailing Services #5802 All Needs Computer & Mailing Services, Inc.

Documents:

5802 All Needs Computer And Mailing Services.pdf

6. REPORT FROM ADMINISTRATIVE STAFF

Discussion of administrative items and confirmation of the next Public Building Commission Meeting on May 12, 2020.

7. ADJOURNMENT

MINUTES
PUBLIC BUILDING COMMISSION
TUESDAY, MARCH 10, 2020 1:30 P.M.
BILL LUXFORD STUDIO, ROOM 113
COUNTY CITY BUILDING

PRESENT: Richard Meginnis, Roma Amundson, Chris Callihan, Sean Flowerday and Jane Raybould.

OTHERS PRESENT: Kerin Peterson, Aubrey Wassung, Nick Hanna, Cpt. Witte, Michael Heyl, Steve Huggenberger, Jim Kohmetscher and Margaret Bohy.

The meeting of the Public Building Commission was called to order by Chairperson Richard Meginnis.

The meeting minutes from February 11, 2020 were presented for approval. Roma Amundson motioned for approval and Jane Raybould seconded. The vote carried.

County Assessor Remodel – Aubrey Wassung with Sinclaire Hille payment application #1 for $4,564.75. Jane Raybould moved for approval of payment application #1. Roma Amundson seconded. The vote carried. Aubrey then submitted a Change Order #1 for a deduct of ($6,080.00) for the re-use of some current doors they originally thought they would need to replace. Roma Amundson moved for approval of Change Order #1, Jane Raybould seconded. The vote carried.

Hall of Justice Front Security Entrance Remodel – Nick Hanna with Clark Enersen submitted payment application #5 for $72,167.70. Roma Amundson for approval and Sean Flowerday seconded. The vote carried. Nick also submitted the following Change Order Requests:
Change Order Request 1: Reduced labor and materials cost per revised electrical plan which eliminated 3 floor boxes and updated power and auxiliary plan for revised power and data locations. ($9,119.00) Jane Raybould motioned for approval for CO Request 1, Roma Amundson seconded. The vote carried.
Change Order Request 2: Grinding down floors approximately 1 3/4" for door openings and provide custom ¾' transition ramps for ADA accessible entry ways. Prep new entry ramps for smooth finish under carpet. Form and pour topping at existing curb under center glazing section for uniform curb and precast stone elevation. Fill in existing low floor elevations with a thin set mortar product to provide uniform finished floor elevation. $15,527.00 Jane Raybould motioned for approval with the condition that breakdown on labor and materials be provided to the Public Building Commission within a week. Chris Callihan seconded. The vote carried.
Change Order Request 3: Add 2 powered auto door operators and push buttons at doors 1001 and 1003. Provide electrical rough-in and power to new operators and buttons. $7,896.00 Discussion on this Nick stated that the doors would be value added convenience. Because it was an omission from the original bid Jane Raybould made a recommendation that it should be a split financially from the PBC and Clark Enerson. Nick stated he could would hold this request and bring more information next meeting.

Jane Raybould motioned to approve the general vouchers for February 2020. Roma Amundson seconded the motion. The vote carried.

Human Rights Commission Permission for Art Display – Mindy Rush Chipman and Francisca Beltran with the Human Rights Commission has asked to use the wall space between the restrooms & water fountain for a display of public art. They will rotate the artwork every three months and the art will be selected by Community Groups with the oversight of the Human Rights Commission staff. They are

hoping to increase foot traffic and display more talent from the community members. Roma Amundson motioned for approval. Chris Callihan seconded. The vote carried.

2020 Health Fair – Michael Heyl with the Health Department has asked for approval of use of the County City Building public areas on Wednesday, April 8th for the 8th annual Health Fair. The fair includes up to 62 local vendors with various topics of wellness including financial, health, testing, gyms, bike shops, mental health and grocery stores. This fair general attracts about 350 employees. There is no alternate date set. Roma Amundson motioned for approval and Jane Raybould seconded. The vote carried. **This Health Fair has since been cancelled and there will be a virtual online health fair.**

There were four contract approvals submitted by Purchasing:

a. Amendment to Contract for Yearly Maintenance of Automated External Defibrillators #5245 LifeGuard MD;
b. Amendment to Contract for Personal Protective Equipment and First Aid Supplied #18-021 Mid-Continent Safety, DXP;
c. Amendment to Contract for Fluorescent Bulb and Battery Recycling Services #5798 A-TEC Recycling;
d. Amendment to Contract for Commercial Grade Door Security Access Control system and Service #18-044 Inteconnect;

Sean Flowerday motioned for approval of all the contracts. Jane Raybould seconded. The vote carried.

The next meeting of the Public Building Commission is set for April 14, 2020.

Report from Administrative Staff – Kerin reported that we had entered an agreement with Park and Go for monthly parking and game day parking in the 233 Building parking lot. We received a reimbursement from Park and Go in the amount of $34,895.49 for August – December 2019. This will help offset the operating costs for the currently empty building. Jane Raybould asked on behalf of the City Council if the Under CC parking area project is going to move forward. It is still unknown at this part. Kerin did mention that there are some concerns with the North Public lot and some areas of crumbling concrete and an area of loose concrete forms. Kerin is currently reaching out to Wayne Mixdorf with Park and Go to meet with his engineer they utilize to get some guidance and direction.

With no further business Roma Amundson moved to adjourn, Jane Raybould seconded. The vote carried and the meeting was adjourned.

MINUTES
SPECIAL MEETING REQUEST OF THE PUBLIC BUILDING COMMISSION
MONDAY, MARCH 23, 2020 1:30 P.M.
CITY COUNCIL CHAMBERS
COUNTY CITY BUILDING

PRESENT: Richard Meginnis, Roma Amundson, Chris Callihan, Sean Flowerday and Jane Raybould.

OTHERS PRESENT: Ann Ames, Jennifer Brinkman, Becky Bruckner, Kerry Eagen, Theresa Emmert, Jared Gavin, Troy Hawk, Jeff Kirkpatrick, Pat Lopez, Judge Holly Parsley, Kerin Peterson, Bruce Prenda, Nicole Ringer, Cpt. Witte, Margaret Bohy.

The meeting of the Public Building Commission was called to order by Chairperson Richard Meginnis.

A copy of the Open Meetings Act is available on the wall at the rear of this room. My name is Richard Meginnis; I am the current chairperson of the Public Building Commission. The other Commission members are Roma Amundson, Vice-Chairperson and County Commissioner, City Councilperson Jane Raybould, County Commissioner Sean Flowerday and representing the public, Chris Callihan.

The purpose of calling this special meeting of the Pubic Building Commission is to discuss limiting access to our government buildings to mitigate the spread of COVID-19. Richard Meginnis asked Kerin Peterson to come forward with what she would like to accomplish with this discussion. Kerin requested that we have a protocol in place for at what point we would limit public access to the PBC buildings and if that would be appointment only, online access or no public access completely and allow employee only access.

Pat Lopez, Interim Director of Lincoln Lancaster County Health Department, came forward and said hopefully each agency is implementing their Continuity of Operations Plans that were asked for on both the County and City sides. Many agencies are limiting public access but we need to identify who needs to be open for essential services. She stated we are not to the point of the disease spread of COVID-19 to not allow public access but we need to be following community protocol that is being asked of everyone. She stated the only Public Building that is closed in the United States currently is in New York. Sean Flowerday asked Pat at what point do we need to make the decision to limit public access and Pat responded as it spreads the Health Department will know the trigger points to notify that we need to close off public access. Pat stated that the Health Department would make that recommendation when needed. Sean also commented that statutorily we are not authorized to shut off access to the Hall of Justice and Jeff Kirkpatrick confirmed that. When asked about essential services, Pat responded that essential services of each agency need to be decided by the agency providing those services and then discussed. Roma Amundson asked Pat what the trigger points would be to close public access and Pat responded with community spread numbers and the rate of spread could trigger the need for scheduled appointments or online access. It was asked at what point can we move forward with possibly scheduled appointments and direction to online services and she said if it's not essential services start doing that now as many have already started that process. Jane Raybould asked if the building signage being posted on the buildings is effective and Pat responded yes as it is continuously giving the message and awareness is working with the general public. Jane asked if the City departments are asking the Health Dept for recommendations and Pat stated every agency has been working together to determine this.

Kerry Eagen, County Administrator was asked to come forward and comment on how the County will authorize those to work remotely and limiting public access. Kerry stated the division Directors and Administrators were authorized by the County Board to make those determinations within their own divisions, using their best judgement. The elected officials have authorization already to make those recommendations on their own for their departments.

Jennifer Brinkman came forward and stated the City has been working with the Lincoln Lancaster Health Department for guidance. She said they are asking for all city services to continue to be provided to the public, however, because of the high public access the Library services have been limited but the public still has access to the materials they provide. Jennifer did inform everyone that the City did create a telecommuting policy that states employees have to apply and be approved to work from home. Jane Raybould stated there are two steps for a closure with 1) Close Access and 2) Continuity of Services by other means. Jennifer said they have been diligent on educating the public on their website services available as well as making the Health Department releases of information readily available on their website. She suggested the County and City work on some collaboration of services available on one link for the public.

Cpt. Jerry Witte was asked about the Hall of Justice concerns. He stated he is strongly encouraging to not shutdown the public access to the Hall of Justice. In the event that Courts close there are many services needed by the public in the building. He stated people in our community are hurting and they look to the government to provide them assistance in times of need and we need to show we are there to support them. Roma Amundson agreed and emphasized that we cannot shut down access to our buildings and that we do need to provide services to the public in hard times. Roma stated everyone needs to remain calm and wait for the Health Department to advise us in the next step.

Kerin was asked by Chairperson Meginnis what she needed from the Commission for a decision process. She said she agreed we need to decide the essential services that will need to be provided and she is satisfied in waiting for the direction of the Lincoln Lancaster Health Department to advise any steps forward of limiting public access, if that level arises. Sean Flowerday motioned to allow Kerin Peterson the authority to limit public access or reduce hours based upon the recommendation and advisement from the Lincoln Lancaster Health Department when the community need arises to protect the public from the spread of COVID-19. Jane Raybould seconded. The vote carried.

With no further business Jane Raybould moved to adjourn, Roma Amundson seconded. The vote carried and the meeting was adjourned.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

To Owner: City of Lincoln, Public Building Comm.
920 O Street, Room 203
Lincoln, NE 68508

From (Contractor): DICKEY ▪ HINDS ▪ MUIR Incorporated
PO Box 22555
Lincoln NE 68542-2555

Contract For: General Construction

Project: COL County Assessor Office Remodel
P.O. # :
Owner's Project #: 19-287
Project Mgr: Kerin Peterson
VIA (Architect): Sinclair Hille Architects
700 Q Street
Lincoln, NE 68508

Application Number: 2/Partial
Period To: 02.29.20
Arch. Project Number: 19010

Contract Date: 01.29.20
DHM Job# 9887
Invoice # 202002.019

Distribution to:
☐ Owner
☐ Architect
☐ Contractor

Please reference DHM's invoice number on all payments

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT.

1. Original Contract Sum		$240,260.00
2. Net Change by Change Orders		-$6,080.00
3. Contract Sum to Date (Line 1 + 2)		$234,180.00
4. Total Completed and Stored to Date		$12,805.00
5. Retainage:		
A. 5% of Completed work.	$640.25	
B. 5% of Stored Material.	$0.00	
Total Retainage (Line 5A + 5B Total)		$640.25
6. Total Earned Less Retainage (Line 4 Less Line 5 Total)		$12,164.75
7. Less Previous Certificates for Payment (Line 6 from Prior Certificate)		$4,564.75
8. Current Payment Due		**$7,600.00**
9. Balance to Finish, Plus Retainage (Line 3 Less Line 6)		$222,015.25

Change Order Summary	Additions	Deductions
Total Changes Approved In Previous Months by Owner:	$0.00	$0.00
Total Approved This Month	$0.00	$0.00
Totals	$0.00	$0.00
Net Change by Change Orders >>>>>	$0.00	

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

Contractor: DICKEY ▪ HINDS ▪ MUIR Incorporated

By: J. Adam Muir Date: 3/6/2020
J. Adam Muir, President
State of: Nebraska
County of: Lancaster
Subscribed and Sworn to Before me this 6th day of March 2020
Notary Public: Rebecca S Clark
My Commission expires: 2-14-21

State of Nebraska – General Notary
REBECCA S CLARK
My Commission Expires
February 14, 2021

Architect's Certificate for Payment.

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON ON-SITE OBSERVATIONS AND THE DATA COMPRISING THE ABOVE APPLICATION, THE ARCHITECT CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSED AS INDICATED, THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED.

Amount Certified...../.... $7,600.00
(ATTACH EXPLANATION IF AMOUNT CERTIFIED DIFFERS FROM THE AMOUNT APPLIED FOR.)
ARCHITECT:

By: Date: 3/16/20

THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER OR CONTRACTOR UNDER THIS CONTRAC

CONTINUATION SHEET

DICKEY▪HINDS▪MUIR Incorporated
P.O. Box 22555
Lincoln, NE 68542-2555
Federal ID. # 47-0706351
Invoice # 202002.019

Project: COL County Assessor Office Remodel
P.O. # :
Owner's Proj #: 19-287

APPLICATION # : 2/Partial
APPLICATION DATE : 3/6/2020
PERIOD TO : 02.29.20
ARCH. PROJECT NO : 19010
DHM JOB # : 9887

Percent Retainage= 5.00%

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS	WORK COMPLETED THIS APPLIC	MATERIALS STORED	COMPLETED & STORED	PERCENT	BALANCE TO FINISH	RETAINAGE 5.00%
1	General Conditions	4,540		1,500		1,500	33.04%	3,040.00	75.00
2	Enclosures	3,757		2,000		2,000	53.23%	1,757.00	100.00
3	Demolition Other	926		500		500	54.00%	426.00	25.00
4	Carpentry Rough	5,161		2,000		2,000	38.75%	3,161.00	100.00
5	Carpentry Finish	3,786		2,000		2,000	52.83%	1,786.00	100.00
6	Carpentry Finish Cabinets	1,926				0	0.00%	1,926.00	0.00
7	Thermal & Moisture	205				0	0.00%	205.00	0.00
8	Mtl Drs & Frs Carpentry	4,369				0	0.00%	4,369.00	0.00
9	Specialities	106				0	0.00%	106.00	0.00
10	06-Casework	8,712				0	0.00%	8,712.00	0.00
11	08-Doors & Fin Hard	22,580				0	0.00%	22,580.00	0.00
12	08-Glazing / Mirrors	1,915				0	0.00%	1,915.00	0.00
13	09-Mtl Studs/ Drywall	42,076				0	0.00%	42,076.00	0.00
14	09-Acoustic Ceilings	6,383				0	0.00%	6,383.00	0.00
15	09-Resilient Flrg / Base	1,558				0	0.00%	1,558.00	0.00
16	09-Painting	11,373				0	0.00%	11,373.00	0.00
17	21-Fire Sprinklers	14,792				0	0.00%	14,792.00	0.00
18	22-Plumbing	1,915				0	0.00%	1,915.00	0.00
19	23-HVAC	20,264				0	0.00%	20,264.00	0.00
20	26-Electrical	79,111				0	0.00%	79,111.00	0.00
21	Bond	4,805	4,805			4,805	100.00%	0.00	240.25
						0	#DIV/0!	0.00	0.00

APPROVED CHANGES TO THE CONTRACT

ITEM NO.		SCHEDULED VALUE	WORK COMPLETED PREVIOUS	WORK COMPLETED THIS APPLIC	MATERIALS STORED	COMPLETED & STORED	PERCENT	BALANCE TO FINISH	RETAINAGE 5.00%
CO 1	CPR 01 - PR 01 Salvage and Reused	-6080				0.00	0.00%	-6,080.00	0.00
CO ?						0.00	#DIV/0!	0.00	0.00
CO ?						0.00	#DIV/0!	0.00	0.00
CO ?						0.00	#DIV/0!	0.00	0.00
CO ?						0.00	#DIV/0!	0.00	0.00
TOTALS		234,180	4,805.00	8,000.00	0.00	12,805.00	5.47%	221,375	640.25

1 = Original Contract Sum			240,260.00
2 = Change Orders			-6,080.00
3 = Contract to Date			234,180.00
4 = Completed & Stored			12,805.00
5 = Retainage			
5a=	5.00%	640.25	
5b=	5.00%	0.00	640.25
6 = Earned Less Retainage			12,164.75
7 = Previous Payments (line 6 from previous)			4,564.75
8 = Payment Due >>>>>>>>>>>>>>>>>>			**7,600.00**
9 = Balance,Plus retainage			222,015.25

Col. D & E No. 5a	Col. F No. 5b
640.25	0.00

Retainage 640.25

THANK YOU

Appl #	2/Partial
Post	8,000.00
Retain	400.00
Pay	7,600.00

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

To Owner:	City of Lincoln, Public Building Comm. 920 O Street, Room 203 Lincoln, NE 68508	Project: COL County Assessor Office Remodel P.O. # : Owner's Project #: 19-287 Project Mgr: Kerin Peterson	Application Number: 3/Partial Period To: 03.31.20 Arch. Project Number: 19010	Distribution to: ☐ Owner ☐ Architect ☐ Contractor
From (Contractor):	DICKEY ▪ HINDS ▪ MUIR Incorporated PO Box 22555 Lincoln NE 68542-2555	VIA (Architect): Sinclair Hille Architects 700 Q Street Lincoln, NE 68508	Contract Date: 01.29.20 DHM Job# 9887 Invoice # 202003.006	
Contract For:	General Construction		Please reference DHM's invoice number on all payments	

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT.

1. Original Contract Sum		$240,260.00
2. Net Change by Change Orders		-$6,080.00
3. Contract Sum to Date (Line 1 + 2)		$234,180.00
4. Total Completed and Stored to Date		$52,105.00
5. Retainage:		
A. 5% of Completed work.	$2,605.25	
B. 5% of Stored Material.	$0.00	
Total Retainage (Line 5A + 5B Total)		$2,605.25
6. Total Earned Less Retainage (Line 4 Less Line 5 Total)		$49,499.75
7. Less Previous Certificates for Payment (Line 6 from Prior Certificate)		$12,164.75
8. Current Payment Due		**$37,335.00**
9. Balance to Finish, Plus Retainage (Line 3 Less Line 6)		$184,680.25

Change Order Summary	Additions	Deductions
Total Changes Approved In Previous Months by Owner:	$0.00	$0.00
Total Approved This Month	$0.00	-$6,080.00
Totals	$0.00	-$6,080.00
Net Change by Change Orders >>>>>	-$6,080.00	

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

Contractor: DICKEY ▪ HINDS ▪ MUIR Incorporated

By: J. Adam Muir Date: 3/31/2020

J. Adam Muir, President

State of: Nebraska

County of: Lancaster

Subscribed and Sworn to Before me this 31st day of March 2020

Notary Public: Rebecca S Clark

My Commission expires: 2-14-21

State of Nebraska – General Notary
REBECCA S CLARK
My Commission Expires
February 14, 2021

Architect's Certificate for Payment.

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON ON-SITE OBSERVATIONS AND THE DATA COMPRISING THE ABOVE APPLICATION, THE ARCHITECT CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSED AS INDICATED, THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED.

Amount Certified...../.... $37,335.00

(ATTACH EXPLANATION IF AMOUNT CERTIFIED DIFFERS FROM THE AMOUNT APPLIED FOR.)

ARCHITECT:

By: Date: 4/1/20

THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER OR CONTRACTOR UNDER THIS CONTRAC

CONTINUATION SHEET
DICKEY • HINDS • MUIR Incorporated
P.O. Box 22555
Lincoln, NE 68542-2555
Federal ID. # 47-0706351
Invoice # 202003.006

Project: COL County Assessor Office Remodel
P.O. # :
Owner's Proj #: 19-287

APPLICATION # : 3/Partial
APPLICATION DATE : 3/31/2020
PERIOD TO : 03.31.20
ARCH. PROJECT NO : 19010
DHM JOB # : 9887

Percent Retainage= 5.00%

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS	WORK COMPLETED THIS APPLIC	MATERIALS STORED	COMPLETED & STORED	PERCENT	BALANCE TO FINISH	RETAINAGE 5.00%
1	General Conditions	4,540	1,500	800		2,300	50.66%	2,240.00	115.00
2	Enclosures	3,757	2,000	700		2,700	71.87%	1,057.00	135.00
3	Demolition Other	926	500	200		700	75.59%	226.00	35.00
4	Carpentry Rough	5,161	2,000	1,700		3,700	71.69%	1,461.00	185.00
5	Carpentry Finish	3,786	2,000	700		2,700	71.32%	1,086.00	135.00
6	Carpentry Finish Cabinets	1,926				0	0.00%	1,926.00	0.00
7	Thermal & Moisture	205				0	0.00%	205.00	0.00
8	Mtl Drs & Frs Carpentry	4,369		500		500	11.44%	3,869.00	25.00
9	Specialities	106				0	0.00%	106.00	0.00
10	06-Casework	8,712				0	0.00%	8,712.00	0.00
11	08-Doors & Fin Hard	22,580				0	0.00%	22,580.00	0.00
12	08-Glazing / Mirrors	1,915				0	0.00%	1,915.00	0.00
13	09-Mtl Studs/ Drywall	42,076		11,500		11,500	27.33%	30,576.00	575.00
14	09-Acoustic Ceilings	6,383				0	0.00%	6,383.00	0.00
15	09-Resilient Flrg / Base	1,558				0	0.00%	1,558.00	0.00
16	09-Painting	11,373				0	0.00%	11,373.00	0.00
17	21-Fire Sprinklers	14,792				0	0.00%	14,792.00	0.00
18	22-Plumbing	1,915				0	0.00%	1,915.00	0.00
19	23-HVAC	20,264				0	0.00%	20,264.00	0.00
20	26-Electrical	79,111		23,200		23,200	29.33%	55,911.00	1,160.00
21	Bond	4,805	4,805			4,805	100.00%	0.00	240.25
						0	#DIV/0!	0.00	0.00

APPROVED CHANGES TO THE CONTRACT

ITEM NO.		SCHEDULED VALUE	WORK COMPLETED PREVIOUS	WORK COMPLETED THIS APPLIC	MATERIALS STORED	COMPLETED & STORED	PERCENT	BALANCE TO FINISH	RETAINAGE 5.00%
CO 1	CPR 01 - PR 01 Salvage and Reused	-6080				0.00	0.00%	-6,080.00	0.00
CO ?						0.00	#DIV/0!	0.00	0.00
CO ?						0.00	#DIV/0!	0.00	0.00
CO ?						0.00	#DIV/0!	0.00	0.00
CO ?						0.00	#DIV/0!	0.00	0.00
TOTALS		234,180	12,805.00	39,300.00	0.00	52,105.00	22.25%	182,075	2,605.25

1 = Original Contract Sum			240,260.00
2 = Change Orders			-6,080.00
3 = Contract to Date			234,180.00
4 = Completed & Stored			52,105.00
5 = Retainage			
5a= 5.00%	2,605.25		
5b= 5.00%	0.00		2,605.25
6 = Earned Less Retainage			49,499.75
7 = Previous Payments (line 6 from previous)			12,164.75
8 = Payment Due >>>>>>>>>>>>>>>>>>			**37,335.00**
9 = Balance,Plus retainage			184,680.25

Col. D & E No. 5a	Col. F No. 5b
2,605.25	0.00

Retainage
2,605.25

THANK YOU

Appl #	3/Partial
Post	39,300.00
Retain	1,965.00
Pay	37,335.00

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

To Owner: City of Lincoln, Public Building Comm.
920 O Street, Room 203
Lincoln, NE 68508

From (Contractor): DICKEY • HINDS • MUIR Incorporated
PO Box 22555
Lincoln NE 68542-2555

Contract For: General Construction

Project: COL Hall of Justice City-County Security Upgrades
P.O. # : 0
Owner's Project #: 19-211
Project Mgr: Kerin Peterson
VIA (Architect): The Clark Enersen Partners
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508

Application Number: 6/Partial
Period To: 03.31.20
Arch. Project Number: 0

Contract Date: 10.15.19
DHM Job# 9797
Invoice # 202003.014

Distribution to:
☐ Owner
☐ Architect
☐ Contractor

Please reference DHM's invoice number on all payments

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT.

1. Original Contract Sum		$465,500.00
2. Net Change by Change Orders		$6,408.00
3. Contract Sum to Date (Line 1 + 2)		$471,908.00
4. Total Completed and Stored to Date		$266,027.00
5. Retainage:		
A. 5% of Completed work.	$13,301.35	
B. 5% of Stored Material.	$0.00	
Total Retainage (Line 5A + 5B Total)		$13,301.35
6. Total Earned Less Retainage (Line 4 Less Line 5 Total)		$252,725.65
7. Less Previous Certificates for Payment (Line 6 from Prior Certificate)		$162,332.20
8. Current Payment Due		**$90,393.45**
9. Balance to Finish, Plus Retainage (Line 3 Less Line 6)		$219,182.35

Change Order Summary	Additions	Deductions
Total Changes Approved In Previous Months by Owner:	$0.00	$0.00
Total Approved This Month	$0.00	$0.00
Totals	$0.00	$0.00
Net Change by Change Orders >>>>>	$0.00	

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

Contractor: DICKEY • HINDS • MUIR Incorporated

By: J. Adam Muir Date: 4/2/2020
J. Adam Muir, President
State of: Nebraska
County of: Lancaster
Subscribed and Sworn to Before me this 2nd day of April 2020
Notary Public: Rebecca S Clark
My Commission expires: 2-14-21

State of Nebraska – General Notary
REBECCA S CLARK
My Commission Expires
February 14, 2021

Architect's Certificate for Payment.

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON ON-SITE OBSERVATIONS AND THE DATA COMPRISING THE ABOVE APPLICATION, THE ARCHITECT CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSED AS INDICATED, THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED.

Amount Certified..... 90,393.45
(ATTACH EXPLANATION IF AMOUNT CERTIFIED DIFFERS FROM THE AMOUNT APPLIED FOR.)
ARCHITECT:

By: Date: 4/6/20

THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER OR CONTRACTOR UNDER THIS CONTRAC

CONTINUATION SHEET

DICKEY • HINDS • MUIR Incorporated
P.O. Box 22555
Lincoln, NE 68542-2555
Federal ID. # 47-0706351
Invoice # 202003.014

Project: COL Hall of Justice City-County Security Upgrades
P.O. # :
Owner's Proj #: 19-211

APPLICATION # : 6/Partial
APPLICATION DATE : 4/2/2020
PERIOD TO : 03.31.20
ARCH. PROJECT NO :
DHM JOB # : 9797

Percent Retainage= 5.00%

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS	WORK COMPLETED THIS APPLIC	MATERIALS STORED	COMPLETED & STORED	PERCENT	BALANCE TO FINISH	RETAINAGE 5.00%
1	General Conditions	7,238	3,750	1,200		4,950	68.39%	2,288.00	247.50
2	Enclosures	19,048	7,500	5,000		12,500	65.62%	6,548.00	625.00
3	Demolition Other	22,420	17,000			17,000	75.83%	5,420.00	850.00
4	Demolition Concr. Holes	291	291			291	100.00%	0.00	14.55
5	Concr. & Masonry Patching	3,673		1,200		1,200	32.67%	2,473.00	60.00
6	Concrete Flatwork	5,258	2,500			2,500	47.55%	2,758.00	125.00
7	Carpentry Rough	24,082	6,700	1,800		8,500	35.30%	15,582.00	425.00
8	Carpentry Finish	4,004				0	0.00%	4,004.00	0.00
9	Thermal & Moisture	2,079		1,200		1,200	57.72%	879.00	60.00
10	Mtl Drs & Frs Carpentry	3,615	2,250			2,250	62.24%	1,365.00	112.50
11	Specialities	12,964				0	0.00%	12,964.00	0.00
12	03-Precast Concrete	1,667		1,400		1,400	83.98%	267.00	70.00
13	04-Masonry	3,433				0	0.00%	3,433.00	0.00
14	04-Stone Panels	9,642			Not allowed	0	0.00%	9,642.00	0.00
15	05-Sheet Metal Fabrications	948		948	on this	948	100.00%	0.00	47.40
16	08-Doors & Fin Hard	61,195	27,675	19,550	project	47,225	77.17%	13,970.00	2,361.25
17	08-Alum Entrances	72,268	36,250	19,800		56,050	77.56%	16,218.00	2,802.50
18	09-Mtl Studs/ Drywall	38,980	6,450			6,450	16.55%	32,530.00	322.50
19	09-Carpeting	9,187		6,300		6,300	68.58%	2,887.00	315.00
20	09-Painting	2,234				0	0.00%	2,234.00	0.00
21	10-Wall & Door Protection (Abuse-resi	1,182				0	0.00%	1,182.00	0.00
22	10-Signage	1,503				0	0.00%	1,503.00	0.00
23	12-Marble Patching	2,653				0	0.00%	2,653.00	0.00
24	12-Blinds & Drapes	4,213				0	0.00%	4,213.00	0.00
25	12-Solid Surface Counter	843				0	0.00%	843.00	0.00
26	21-Fire Sprinklers	3,218				0	0.00%	3,218.00	0.00
27	22-Plumbing	18,953	15,800	3,153		18,953	100.00%	0.00	947.65
28	23-HVAC	68,624	20,450	17,300		37,750	55.01%	30,874.00	1,887.50
29	26-Electrical	50,775	14,950	16,300		31,250	61.55%	19,525.00	1,562.50
30	Bond	9,310	9,310			9,310	100.00%	0.00	465.50
						0	#DIV/0!	0.00	0.00

APPROVED CHANGES TO THE CONTRACT

ITEM NO.		SCHEDULED VALUE	WORK COMPLETED PREVIOUS	WORK COMPLETED THIS APPLIC	MATERIALS STORED	COMPLETED & STORED	PERCENT	BALANCE TO FINISH	RETAINAGE 5.00%
CO 1	CPR 1 - Electrical changes per RFI-00	-9119				0.00	0.00%	-9,119.00	0.00
CO 1	CPR 2 - ASI 002 Floor & Granite Pane	15527				0.00	0.00%	15,527.00	0.00
CO ?	CPR 3 - Added door operators					0.00	#DIV/0!	0.00	0.00
CO ?	CPR 4 - Shade pocket credit for double coverage					0.00	#DIV/0!	0.00	0.00
CO ?						0.00	#DIV/0!	0.00	0.00
TOTALS		471,908	170,876.00	95,151.00	0.00	266,027.00	56.37%	205,881	13,301.35

1 = Original Contract Sum			465,500.00
2 = Change Orders			6,408.00
3 = Contract to Date			471,908.00
4 = Completed & Stored			266,027.00
5 = Retainage			
5a=	5.00%	13,301.35	
5b=	5.00%	0.00	13,301.35
6 = Earned Less Retainage			252,725.65
7 = Previous Payments (line 6 from previous)			162,332.20
8 = Payment Due >>>>>>>>>>>>>>>>>>			**90,393.45**
9 = Balance,Plus retainage			219,182.35

Col. D & E No. 5a	Col. F No. 5b
13,301.35	0.00

Retainage
13,301.35

THANK YOU

Appl #	6/Partial
Post	95,151.00
Retain	4,757.55

MARCH 2020 Vouchers

VENDOR:	AMOUNT:
A STREET AUTO PARTS	$11.58
ALL NEEDS COMPUTER	$2,994.10
AMAZON MARKETPLACE	$8.99
BLACK HILLS UTILITY	$994.92
BOCKMAN INC	$190.00
CARQUEST 1955	$55.85
CITY OF LINCOLN/CITY ATTORNEY	$36,754.00
CITY OF LINCOLN HUMAN RESOURCES	$4.18
CITY OF LINCOLN/INFORMATION SERVICES	$3,285.10
CLARK ENERSEN PARTNERS	$483.30
CORNHUSKER WINNELSON COMPANY	$112.26
CUMMINS INC	$2,438.92
DICKEY HINDS MUIR INC	$96,693.29
EGAN SUPPLY COMPANY	$47.44
ENERGYPRINT INC	$6,000.00
EXECUTIVE ANSWERING SERVICE	$44.80
FREMONT INDUSTRIES	$800.23
GENERAL EXCAVATING COMPANY	$208.13
GRAYBAR ELECTRIC	$509.38
HUSKER ELECTRIC SUPPLY CO	$111.20
INTECONNECT INC	$2,961.42
INTERSTATE ALL BATTERY	$180.30
JOHNSON CONTROLS	$2,967.34
JOHNSON HARDWARE COMPANY	$122.68
KINER SUPPLY COMPANY INC	$171.74
LAMPE'S CLEAN AIR SPECIALIST	$425.40
LANCASTER COUNTY ENGINEER	$101.60
LEE NE MEDIA GROUP	$39.00
LINCOLN ELECTRIC SYSTEM	$10,790.56
LINCOLN LOCK & SAFE	$41.27
LINCOLN WATER SYSTEM	$10,013.41
MAHONEY FIRE SPRINKLER INC	$1,165.00
MENARDS LINCOLN NORTH NE	$266.44
MENARDS LINCOLN SOUTH NE	$9.00
MIDWEST OFFICE AUTOMATIONS INC	$49.35
MIDWEST VENETIAN BLINDS	$225.00
MR YARDS AND MORE LLC	$325.00
NATIONAL EVERYTHING WHOLESALE	$2,102.98
NEBRASKA MACHINERY COMPANY	$2,752.94
NORLAND PURE	$85.78
OFFICE DEPOT	$323.79
ORKIN LLC	$186.75

OVERHEAD DOOR COMPANY OF LINCOLN	$54.00
PARAMOUNT	$1.85
PLUNKETTS PEST CONTROL	$305.00
Q P ACE HARDWARE	$145.75
SANAIR TECHNOLOGIES LAB	$159.50
SCHINDLER ELEVATOR CORP	$780.00
SCHROEDER INVESTMENTS INC	$5,866.38
SINCLAIR HILLE & ASSOCIATES	$1,935.00
STATE OF NEBRASKA ELEVATOR INSPECTION/CERT	$1,200.00
THE HOME DEPOT	$1,452.74
TOTAL FIRE & SECURITY INC	$820.00
TOO FAST SUPPLY	$112.13
UNITED RENTALS	$22.20
UPS	$44.74
URIBE REFUSE SERVICES LLC	$1,157.00
VERIZON WIRELESS	$774.21
VOSS LIGHTING	$145.00
WOODRIVER ENERGY	$7,413.57
Grand Total	**$209,443.49**

CONTRACT DOCUMENTS

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

Single Point of Entry Security Entrance Equipment
Bid No. 20-041

Autoclear LLC
18 Carlisle Rd
Hawthorn Woods, IL 60047
847-540-7266

CITY OF LINCOLN-LANCASTER COUNTY
PUBLIC BUILDING COMMISSION
CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **Autoclear LLC, 18 Carlisle Rd, Hawthorn Woods, IL 60047** hereinafter called contractor, and the City of Lincoln-Lancaster County Public Building Commission, Lincoln, Nebraska, a municipal corporation, hereinafter called the Commission.

WHEREAS, the Commission 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:

Single Point of Entry Security Entrance Equipment, Bid No. 20-041

and,

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

WHEREAS, the Commission, 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 Commission have agreed and hereby agree as follows:

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

Agreement to Full Proposal

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

   The Commission 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 $43,500.00.

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 or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

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

5. GUARANTEE: A performance and payment bond in the full amount of the contract shall be required for all construction contracts. These bonds shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the Contractor may submit a maintenance bond in place of the performance bond.

6a. TERMINATION FOR CAUSE

a) The City of Lincoln-Lancaster County Public Building Commission may terminate the Contract if the Contractor:

1. Refuses or fails to supply enough properly skilled workers or proper materials;
2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
4. Otherwise commits a substantial breach of any provision of the Contract Documents.

b) When any of the above reasons exist, the City of Lincoln-Lancaster County Public Building Commission without prejudice to any other rights or remedies of the City of Lincoln-Lancaster County Public Building Commission may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition the Lincoln-Lancaster County Public Building Commission may (subject to any prior rights of the surety):

1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. Accept assignment of subcontracts; and
3. Finish the Work by whatever reasonable method the City of Lincoln-Lancaster County Public Building Commission may deem expedient.

c) If the Contract is terminated by City of Lincoln-Lancaster County Public Building Commission as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by City of Lincoln-Lancaster County Public Building Commission.

d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for City of Lincoln-Lancaster County Public Building Commission staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to City of Lincoln-Lancaster County Public Building Commission.

e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of the City of Lincoln-Lancaster County Public Building Commission.

f) No termination or action taken by City of Lincoln-Lancaster County Public Building Commission after termination shall prejudice any other rights or remedies of City of Lincoln-Lancaster County Public Building Commission provided by law or by the Contract Documents upon such termination; and City of Lincoln-Lancaster County Public Building Commission may proceed against Contractor to recover all losses suffered by City of Lincoln-Lancaster County Public Building Commission.

6b. TERMINATION BY THE CITY OF LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION FOR CONVENIENCE

a) The City of Lincoln-Lancaster County Public Building Commission may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.

b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City of Lincoln-Lancaster County Public Building Commission shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.

c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:

1. Discontinue the Work to the extent specified by the Lincoln-Lancaster County Public Building Commission;
2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, the City of Lincoln-Lancaster County Public Building Commission has directed not to be discontinued;
3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the City of Lincoln-Lancaster County Public Building Commission of all orders and subcontracts not related to that portion of the Work, if any, the City of Lincoln-Lancaster County Public Building Commission has directed not to be discontinued;
4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.

d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

e) Upon termination, the City of Lincoln-Lancaster County Public Building Commission shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by the City of Lincoln-Lancaster County Public Building

Commission. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, the City of Lincoln-Lancaster County Public Building Commission may direct the Contractor to deliver such goods to the Site or to such other place as the City of Lincoln-Lancaster County Public Building Commission may reasonably determine, whereupon the City of Lincoln-Lancaster County Public Building Commission shall pay to the Contractor the cost for such goods and materials.

f) Upon such termination, City of Lincoln-Lancaster County Public Building Commission shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
3. Any proven losses with respect to materials and equipment directly resulting from such termination.
4. Reasonable demobilization costs.

g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by City of Lincoln-Lancaster County Public Building Commission pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.

7. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Commission and employees of the Commission shall not be deemed to be employees of the Contractor. The Contractor and the Commission shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Commission'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. AUDIT PROVISION: The (Service Provider or Contractor) shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.

9. PERIOD OF PERFORMANCE: The work included in this Contract shall begin as soon as possible from date of executed contract. The equipment shall be received at the specified location no later than May 25, 2020. The installation of equipment shall be completed upon delivery of equipment.

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
    3. Addendum 1
    4. Specifications
    5. Instructions to Bidders
    6. Notice to Bidders
    7. Insurance Requirements
    8. Certificate of Insurance and Endorsements
    9. Employee Classification Act Requirements
    10. Employee Classification Act Affidavit
    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.

If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, and may be viewed at:
https://www.lincoln.ne.gov/city/ltu/transportation/standard/standard-specs/ which are on file in the office of the City Clerk.

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

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

Vendor Signature Page

CONTRACT
Single Point of Entry Security Entrance Equipments
Bid No. 20-041
City of Lincoln-Lancaster County Public Building Commission
Autoclear LLC

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

AUTOCLEAR LLC
Name of Corporation

_____ Seal
Secretary

10A BLOOMFIELD AVE PINE BROOK NJ 07058
Address

By: _____
Duly Authorized Official

CFO
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

_____
Name of Organization

_____
Type of Organization

_____
Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

_____
Name

_____
Address

_____
Signature

City of Lincoln-Lancaster County Public Building Commission
Signature Page

CONTRACT
Single Point of Entry Security Entrance Equipment
Bid No. 20-041
City of Lincoln-Lancaster County Public Building Commission
Autoclear LLC

EXECUTION BY CITY OF LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____	_____
Public Building Commission Attorney	Chairperson, Public Building Commission
	dated _____

20-041 Addendum 1
Autoclear LLC
Supplier Response

Event Information

Number: 20-041 Addendum 1
Title: Single Point of Entry Security Entrance Equipment
Type: Notice to Bidders
Issue Date: 2/14/2020
Deadline: 2/28/2020 12:00 PM (CT)
Notes:

Contact Information

Contact: Sharon Mulder Asst Purchasing Agent
Address: Suite 200
Purchasing
440 S. 8th St.
Lincoln, NE 68508
Phone: (402) 441-7428
Fax: (402) 441-6513
Email: smulder@lincoln.ne.gov

Autoclear LLC Information

Contact: Gregory Schaefer
Address: 18 Carlisle Rd
Hawthorn Woods, IL 60047
Phone: (847) 540-7266
Fax: (847) 540-7332
Email: gregs@a-clear.com

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

Gregory Schaefer
Signature

GregS@Autoclear.com
Email

Submitted at 2/27/2020 7:26:04 PM

Response Attachments

Linux_autosoft_072715.pdf

Linus Operating System features

Spec. Sheet 6040-DV - Rev. A.pdf

Autoclear 6040DV Specification Sheet

AutoclearResponseFinal.pdf

Autoclear Response to specifications

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 for each checked box on the Insurance Clause document in the Bid A ttachments including the submission of the Certificate of ACORD and the applicable endorsements. Insurance Certificate and required Endorsements are required at time of contract execution by the vendor. **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.** Yes
3	**Specifications** I acknowledge reading and understanding the specifications. Yes
4	**Sample Contract** I acknowledge reading and understanding the sample contract. Yes

5	**Contact** Name of person submitting this bid: Gregory Schaefer, 847-540-7266
6	**Purchase Order, Contract and Delivery Contact** The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact p erson of the awarded Vendor. This designee will be the primary contact with the department through the delivery of t he product/services. Please list the name, email address and phone number of the person who will be the contact p erson for the contract/PO to be awarded. Gregory Schaefer, gregs@autoclear.com, 847-540-7266
7	**Delivery** State number of delivery days after receipt of order (ARO). FOB to the City/County at the location specified with all t ransportation charges paid. 42 ARO
8	**Employee Class Act EO** I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319. Yes
9	**Employee Class Act Affidavit** I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affi davit to my contract. Yes
10	**Warranty** Please provide the manufacturer's warranty information to the Vendor's Response Attachment Section of the E-bid. Yes
11	**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 directl y to any of the three processor facilities which are currently operating in the City of Lincoln, or they can use a recycl ed material hauler for curbside collection at their place of business. Vendors are also encouraged to recycle any ot her approved materials used, or removed, from a City or County jobsite. Go to - http://lincoln.ne.gov/city/pworks/soli d-waste/recycle/ for more information on City of Lincoln recycling programs. Yes

12 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 w ith 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 sub mit 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 U S 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 b e disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

No

13 Tax Exempt Certification Forms

Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent App ointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law do es 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

14 Electronic Signature

Please check here for your electronic signature.

Yes

15 Agreement to Addendum No. 1

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

Yes

Bid Lines

1 X-Ray Inspection System

Quantity: 1 UOM: EA Unit Price: $43,500.00 Total: $43,500.00

Manufacturer: Smiths Detection, Rapid Scan

Manufacturer #: HI-SCAN 6040

Item Notes: High Resolution, Dual View

Item Attributes

1. Manufacturer and Model

Please provide the manufacturer and model you are bidding.

Autoclear 6040DV, Dual View X-ray Scanner

2. Product Brochure

I have attached brochures of the X-Ray System Equipment bidding in the Vendor's Response Attachment Section of the bid.

Yes

Response Total: $43,500.00

ADDENDUM #1
Issue Date:
2/24/2020
Bid No. 20-041
SINGLE POINT OF ENTRY SECURITY ENTRANCE EQUIPMENT

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

QUESTIONS:

1. Can a bidder bid two options?
    a. Yes, they can. Bidder would have to provide information on both units.

2. Related to delivery is there:
    a. A loading dock location and clear path to the installation site?
        i. Unloading dock located on the west side provides a level route to utilize a service elevator(s) via the outside west street/sidewalk to the building where the new equipment will be installed, and the old baggage scanner removed.

    b. If the above isn't available what is the closest access point and how wide is the opening to get the unit into the location?

3. What is the make and model of the existing unit for disposal purposes?
    a. Rapiscan 520B

END OF ADDENDUM NO. 1

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

Sharon Mulder,
Asst. Purchasing Agent

SPECIFICATIONS
SINGLE POINT OF ENTRY SECURITY ENTRANCE EQUIPMENT

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1.1 The intent of this specification is to describe the requirements necessary to solicit bids for the purchase and installation of a High-Resolution Dual View X-Ray Inspections System for the City of Lincoln – Lancaster County Public Building Commission.

1.1.1 This equipment will be placed in the Entrance of the Hall of Justice Building.

1.1.2 The Hall of Justice Building is located at 575 South 10th Street in Lincoln, NE.

1.1.3 Contract Administrator is Kerin Peterson or her designated representative.

1.2 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.

1.3 Bidders shall submit bid documents and all supporting material via e-bid.

1.4 Vendor must submit their bid and all attachments via the City/County e-bid system.

1.4.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Dept.

1.4.2 To register, go to the City of Lincoln website; lincoln.ne.gov
type bid in search box
click on “supplier registration”
follow instructions to completion.

1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Assistant Purchasing Agent (smulder@lincoln.ne.gov).

1.5.1 These inquiries and/or responses will be distributed to prospective bidders electronically as addenda.

1.5.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.

1.5.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.

1.5.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

1.6 Award recommendation will be made to one (1) vendor and a contract will be issued.

1.7 This contract is tax exempt.

2. X-RAY EQUIPMENT FEATURES

2.1 The Lancaster County Sheriff’s Office requirements for the dual view x-ray baggage scanner with transit roller tables, installation, warranty, service, and operation training .

2.2 Scanners of interest for the Sheriff’s Office is a Smith Detections HI-SCAN 6040 2is High Resolution Dual View or a Rapiscan 620 Duel View .

2.3 **Dimensions**

2.3.1 Approximately 24.5 x 16.5-inch tunnel

2.3.2 Approximately 92” in overall length

2.3.3 Approximately 52” wide x 54” height

2.4 **Features**

2.4.1 Dual x-ray generators with horizontal and vertical beam direction.

2.4.2 High resolution wire detectability, minimum 40 AWG

2.4.3 At least 35mm steel penetration

2.4.4 Dual flat panel monitors that no smaller than 19” in size

2.4.5 Operator keyboard

2.4.6 Approximately 40” long roller table entrance

2.4.7 Approximately 90” long roller table exit

2.4.8 Luggage Counter

2.5 **Software**

2.5.1 Software must have up-to-date threat detection to identify weapons, narcotics and explosives.

2.5.2 Dense area detection, optical zoon, image enhancement, and image storage are minimum standards.

3. TRAINING

3.1 Operator training shall be included for up to ten (10) people on-site after installation.

3.1.1 Training should take no less than two (2) hours and no more than eight (8) hours.

4. DELIVERY and INSTALLATION

4.1 The X-Ray unit shall be delivered and installed to the security checkpoint within 575 South 10th Street, Lincoln, NE 68508.

4.2 The unit shall be delivered by May 25, 2020.

4.3 Removal if needed and disposal of the existing x-ray equipment is the responsibility of the awarded contractor.

5. WARRANTY

5.1 Please include the manufacturer's warranty information in the Vendor's Attachment Section of the E-bid.

5.2 Include pricing for extended warranty.

6. SERVICE

6.1 Technical support of 24/7 as needed.

6.2 Preventative maintenance and pricing per year broke out for four (4) years.

6.2.1 Please attach this information regarding what is covered and done during the preventative maintenance process along with the pricing.

6.3 Annual preventative maintenance inspection

6.3.1 Please attach this information and what is covered and done for the annual inspection.

6.3.2 Radiation Leak Survey, please include this information, and this is considered part of the annual preventative maintenance inspection.

6.3.2.1 This annual inspection shall be conducted in cooperation with the Lancaster County Sheriff's department on a day that the x-ray system is not in use.

6.3.2.1.1 The radiation leak survey is typically done on Arbor Day.

7. CONTRACTOR INSURANCE

7.1 The awarded Vendor/s shall furnish the Owners with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.

7.2 All certificates of insurance and endorsements shall be filed with the Owners on the standard ACORD Certificate of Insurance form showing specific limits of insurance coverage required and showing City of Lincoln, Lancaster County and City of Lincoln – Lancaster County Public Building Commission as "Named Additional Insured" as pertains to these services.

7.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 5 days of award notice.**

8. EVALUATION CRITERIA

8.1 General evaluation of bids will consist of the following:

8.1.1 Total price of base bid.

8.1.2 Ability to provide maintenance and inspection services as required in this Specification.

8.1.3 Ability to receive the X-Ray System equipment as recommended in the specifications.

8.1.4 Ability to meet the specifications as specified.

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA

PURCHASING DIVISION

E-Bid

1. BIDDING PROCEDURE

1.1 Sealed bid, (formal and informal), subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County, hereinafter referred to as "County", the materials, supplies, equipment or services shown in the electronic bid request.

1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.

1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.

1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.

1.5 Bids received after the time and date established for receiving bids will be rejected.

1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

2. BID SECURITY

2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or Bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.

2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.

2.1.2 If bid security is not received in the Purchasing Division as stated above, the vendor may be determined to be non-responsive.

2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.

2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.

2.4 Bid security will be returned to the successful Bidder(s) as follows:

2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.

2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.

2.5 County shall have the right to retain the bid security of Bidders to whom an award is being considered until either:

2.5.1 A contract has been executed and bonds have been furnished.

2.5.2 The specified time has elapsed so that the bids may be withdrawn.

2.5.3 All bids have been rejected.

2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:

2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, the bid attributes, the bid attachments, and the bid has been submitted in accordance therewith.

3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. INDEPENDENT PRICE DETERMINATION

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

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.

5.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of formal bids.

5.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.

5.4 Oral interpretations or changes to the bidding documents made in any manner other than written form, will not be binding on the County; and Bidders shall not rely upon such interpretations or changes.

6. ADDENDA

6.1 Addenda are instruments issued by the County prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.

6.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.

6.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.

8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.

8.3 Bids for alternate items shall be stated in the appropriate space on the E-Bid form. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.

8.4 The Bidder must indicate any variances and explain by item number from the bidding document no matter how slight.

8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the County's bidding documents.

9. DEMONSTRATIONS/SAMPLES

9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.

9.2 Such demonstration can be at the County delivery location or a surrounding community.

9.3 If items are small and mailable, and the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the County of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.

10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.

10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. to the County at the location specified by the County, with all transportation charges paid.

10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items meet specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:

11.1.1 Manufacturer's warranties and/or guarantees.

11.1.2 Bidder's maintenance policies and associated costs.

11.2 As a minimum requirement of the County, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.

12.2 Material delivered under this bid shall remain the property of the Bidder until:

12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the County; and

12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.

12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the County reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.

12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the bidding documents or purchase orders.

12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.

13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.

13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

13.4 The bid will be awarded to the lowest responsive, responsible Bidder whose bid will be most advantageous to the County, and as the County deems will best serve the requirements and interests of the County.

13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.

13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.

13.7 The County reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.

13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

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

14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

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

16. LAWS

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

18.1 Each Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.

18.2 The successful Bidder will be required to comply with the provisions of the County's Affirmative Action Policy.

18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful Bidder's equal opportunity policies, procedures and practices.

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

19. INSURANCE

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

20. EXECUTION OF CONTRACT

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

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

1. This contract shall consist of a Lancaster County Purchase Order.
2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

_X_ b. **CONTRACT,** unless otherwise noted.

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

21. TAXES AND TAX EXEMPTION CERTIFICATE

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

22. E-VERIFY

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

Advertise 2 times
Friday, February 14, 2020
Friday, February 21, 2020

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Friday, February 28, 2020** for providing the following:

Single Point of Entry
Security Entrance Equipment
Bid No. 20-041

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.

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

Insurance coverage on this Contract will be required for the entities selected below
☐ City of Lincoln ☐ Lancaster County ☒ Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.
This includes proof of coverage and waivers as required below.
All Vendors must comply with Sections 2-8.

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

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

Insurance; Coverage Information

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

Certificates

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

☒ **1. Commercial General Liability**

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

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

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

☒ **1.2 Automobile Liability**

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

☐ **1.3 Garage Keepers / Garage Liability**

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

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

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

☐ **1.5 Builder's Risk Insurance**

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

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

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

☐ **1.6 Pollution Liability**

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

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

3)Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;

4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.

5) Coverage is required on an occurrence form.

☐ **1.7 Errors and Omissions; Professional Liability**

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

☐ **1.8 Railroad Contractual Liability Insurance**

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

☐ **1.8.1 Railroad Protective Liability**

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

☐ **1.9 Cyber Insurance**

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

2. **Cancellation Notice**

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

3. **Risk of Loss**

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

4. **Umbrella or Excess Liability**

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

5. **Minimum Scope of Insurance**

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

6. **Indemnification**

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

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

7. Reservation of Rights

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

8. Sovereign Immunity

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

9. Further Contact

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/25/2020

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
Verona Insurance Agency
110 Stevens Avenue
PO Box 377
Little Falls NJ 07424

CONTACT NAME: Edward J Shaara
PHONE (A/C, No, Ext): (973) 785-3700 FAX (A/C, No): (973) 785-8702
E-MAIL ADDRESS: help@veronainsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Crum & Forster Specialty Insurance Company	44520
INSURER B :	Preferred Mutual Insurance Company	15024
INSURER C :	Merchants Mutual Insurance Company	23329
INSURER D :	The Charter Oak Fire Insurance Company	25615
INSURER E :	Evanston Insurance Company	35378
INSURER F :		

INSURED
Autoclear, LLC
10A Bloomfield Avenue
Pine Brook NJ 07058

COVERAGES **CERTIFICATE NUMBER:** CL1932701780 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	GLO-064679	03/30/2020	03/30/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		PCA0100715937	08/23/2019	08/23/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP0002634	03/30/2020	03/30/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB3K768578	03/02/2020	03/02/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	POLLUTION LIABILITY (PREMISES) $10,000 SELF-INSURED RETENTION			MKLV7ENV100508	11/05/2019	11/05/2020	GENERAL AGGREGATE EACH POLLUTION CON	2,000,000 1,000,000

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 are included as Additional Insured per written contract per commercial general liability form CG 20 26 04 13 and auto liability form CA 20 48 02 99. Waiver of Subrogation applies per written contract per general liability form CG 24 04 05 09 and workers compensation form WC 00 03 13 (00).

CERTIFICATE HOLDER

City of Lincoln, Lancaster County Lincoln-Lancaster County Public Building Commission
555 So. 10th Street
Lincoln NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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): Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury"
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 shown in the Declarations;

whichever is less.

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

© Insurance Services Office, Inc., 2012

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 You Have Agreed In A Written Contract To Waive Any Right Of Recovery Against Provided The Written Contract Is Executed Prior To The Injury Or Damage
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.

© Insurance Services Office, Inc., 2008

POLICY NUMBER: PCA0100715937

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement Effective: 3/25/2020	Countersigned By: *Edward J Shaara*
Named Insured: AUTOCLEAR, LLC	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):	City of Lincoln, Lancaster County Lincoln-Lancaster County Public Building Commission 555 So. 10th Street Lincoln, NE 68508

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

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

Copyright, Insurance Services Office, Inc., 1998

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-3K768578-20-42-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

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 and City of Lincoln Executive Order 083319,

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

1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.

2.The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.

3. The Contractor has complied with Neb Rev Stat 4-114.

4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.

5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to NRS 48-2912 of this Act.

6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City of Lincoln/Lancaster County Public Building Commission. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City of Lincoln/Lancaster County Public Building Commission for a period of three years after the date of discovery of the falsehood.

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

PRINT NAME: KEVIN ZAVAN
(First, Middle, Last)

SIGNATURE: [signature]

TITLE: CFO

State of ~~Nebraska~~ NEW JERSEY)
) ss.
County of MORRIS)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 11th day of MARCH, 2020.

[signature]
Notary Public

MARIANA VASU
NOTARY PUBLIC OF NEW JERSEY
ID # 50015398
My Commission Expires 5/11/2020

CONTRACT DOCUMENTS

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

Annual Services
Pest Control
Bid No. 20-022

Orkin LLC
1740 Adams
Lincoln, NE 68521
402-438-1000

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

THIS CONTRACT, made and entered into by and between **Orkin LLC, 1740 Adams, Lincoln, NE 68521** , hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

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

Pest Control Services, Bid No. 20-022

and,

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

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

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

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

Agreement to Package #1 (Items #1.1 – #1.2), Package #2 (Items #2.1 - #2.11), Package 3 (Items #3.1 – 3.7), Line Items #4.1 - #4.3 & #4.6, Package #8 (Items #8.1 - #8.9) and Line Item #11 of Contractor's Proposal

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

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The cost of products or services for City Departments shall not exceed $9,000.00 during the contract term without approval by the City of Lincoln. The cost of products or services for County Agencies shall not exceed $5,000.00 during the contract term without approval by the Board of Commissioners. The cost of products or services for the Public Building Commission shall not exceed $7,500.00 during the contract term without approval by the Board of the Public Building Commission.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

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

5. Termination. This Contract may be terminated by the following:
   - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
     - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.
8. Audit Provision: Orkin LLC shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.

9. Period of Performance: This Contract shall be effective April 12, 2020. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.

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/Response
    3. Addendums (if any, list numbers)
    4. Special Provisions (if applicable
    5. Specifications
    6. Instructions to Bidders
    7. Insurance Requirements
    8. Sales Tax Exemption Form 13
       (Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

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

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

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

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

Vendor Signature Page

Annual Services
Pest Control
Bid No. 20-022
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Orkin LLC

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

_____ Seal
Secretary

_____
Name of Corporation

_____
Address

By: _____
Duly Authorized Official

_____
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

_____
Name of Organization

_____
Type of Organization

_____
Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

_____
Name

_____
Address

_____
Signature

City of Lincoln Signature Page

Annual Services
Pest Control
Bid No. 20-022
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Orkin LLC

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Leirion Gaylor Baird, Mayor

Approved by Executive Order No._____

dated _____

Lancaster County Signature Page

Annual Services
Pest Control
Bid No. 20-022
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Orkin LLC

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

Lincoln-Lancaster County Public Building Commission
Signature Page

Annual Services
Pest Control
Bid No. 20-022
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Orkin LLC

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

20-022 Addendum 2
Orkin LLC
Supplier Response

Event Information

Number: 20-022 Addendum 2
Title: Pest Control Services
Type: Notice to Bidders
Issue Date: 1/31/2020
Deadline: 2/19/2020 12:00 PM (CT)

Contact Information

Contact: Sharon Mulder Asst Purchasing Agent
Address: Suite 200
Purchasing
440 S. 8th St.
Lincoln, NE 68508
Phone: (402) 441-7428
Fax: (402) 441-6513
Email: smulder@lincoln.ne.gov

Orkin LLC Information

Contact: Brian Prokop
Address: 1740 Adams
Lincoln, NE 68521
Phone: (402) 438-1000 x1
Email: Bprokop@rollins.com

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

Brian Prokop
Signature

bprokop@orkin.com
Email

Submitted at 2/19/2020 11:08:15 AM

Supplier Note

Please contacts me at 402-890-5809 if anything is needed.

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 for each checked box on the Insurance Clause document in the Bid A ttachments including the submission of the Certificate of ACORD and the applicable endorsements.

Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.

Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.

Yes

3 Specifications

I acknowledge reading and understanding the specifications.

Yes

4 Sample Contract

I acknowledge reading and understanding the sample contract.

Yes

5 Special Provision Term Contract Provisions

I acknowledge reading and understanding the Special Provision Term Contract Provisions.

Yes

6 Term Clause of Contract with Escalation/De-Escalation - 1 year

I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year terms from the date of the executed contract.

(a) Are your bid prices firm for the first one (1) year contract period. YES or NO _____

(b) Are your bid prices subject to escalation/de-escalation. YES or NO _____

(c) If (b), state period for which prices will remain firm: through _____

Bid prices firm for first year with option for three one year terms

7 Contact

Name of person submitting this bid:

Brian Prokop

8 Technician Residency

I have provided a list of the Technicians who will be performing the duties under this contract and where they curren tly reside on company letterhead and attached it to the Response Attachment section of my ebid response.

Yes

9 Contractor Contact Person - Normal Business Hours

Who will all departments report their service issues to in your company during normal business hours?

Brian Prokop

10 Service Contact Person - Emergency Reports and After Normal Hours

Who will all departments report their service issues to in your company for emergencies and after normal business hours?

Brian Prokop

11 Proposed Material and Equipment for Service

Please attach to the Vendors Response Attachment Section of this ebid your current sample labels and Material Saf ety Data Sheets (MSDS) of all pesticide products to be used, and list and describe pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, detection equipment, and any other pest management devices or equipment that may be used to provide service.

Yes

12 Bedbugs

Do you have bedbug services? If yes please explain your services and pricing.

Yes we provide liquid or heat based on structure size

13 Live Traps

Do you have or provide live animal traps for outside of buildings? Yes or No
If yes, please explain process and include pricing.

No

14 Bird / Pigeon Treatments and Options

Do you offer bird and/or pigeon treatments and any other options? (Examples: netting, gels, etc.)
If yes, please provide your process and literature if you have literature and pricing in the Vendors Response Attach ment Section of this e-bid.

Yes- netting, spikes, gels, as well as other options

15 References

I have attached my References on Company letterhead to the Response Attachment section of this bid.

Yes

16 Bid Award

I acknowledge and understand that the City, County and/or Public Building Commission reserve the right to award bi ds item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requireme nts and interests of the City, County and/or Public Building Commission.
a) Do you agree and understand? Yes/No_____

b) Is your pricing based on all-or-nothing basis? Yes/No_____

Yes I understand

17 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 w ith 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 sub mit 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 U S 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 b e disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

Sole Proprietor

18 Water Department Tax

I acknowledge that materials used for any work performed at the Lincoln Water System plant at the City of Lincoln F acility or the Ashland Treatment Plant is taxable according to Reg. 066.14A.

yes

19 Tax Exempt Certification Forms

Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent App ointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law do es 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

20 Employee Class Act EO

I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.

Yes

21 Employee Class Act Affidavit

I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.

Yes

22 ***Attribute deleted as part of an Addendum***

23 Electronic Signature

Please check here for your electronic signature.

Yes

24 Agreement to Addendum No. 1

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

Yes

25 Agreement to Addendum No. 2

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

Yes

Bid Lines

1 Package Header

Pest Control Services for the City of Lincoln Properties

Quantity: 1 UOM: PKG Total: $1,042.44

Package Items

1.1 Old City Hall

Quantity: 12 UOM: Month Unit Price: $46.07 Total: $552.84

1.2 Bunker Storage

Quantity: 12 UOM: Month Unit Price: $40.80 Total: $489.60

2 Package Header

Pest Control Services for Lincoln-Lancaster County Public Building Commission Facilities

Quantity: 1 UOM: PKG Total: $6,729.00

Package Items

2.1 County City Building

Quantity: 12 UOM: Month Unit Price: $48.00 Total: $576.00

2.2 Hall of Justice Building

Quantity: 12 UOM: Month Unit Price: $48.00 Total: $576.00

2.3 605 Building

Quantity: 12 UOM: Month Unit Price: $48.00 Total: $576.00

2.4 Courthouse Plaza

Quantity: 12 UOM: Month Unit Price: $40.00 Total: $480.00

2.5 Crisis Center

Quantity: 12 UOM: Month Unit Price: $40.00 Total: $480.00

2.6 900 Building

Quantity: 12 UOM: Month Unit Price: $40.00 Total: $480.00

2.7 K Street (Records, Probation, and Purchasing)

Quantity: 12 UOM: Month Unit Price: $110.00 Total: $1,320.00

2.8 Downtown Senior Center

Quantity: 12 UOM: Month Unit Price: $53.94 Total: $647.28

2.9 Northeast Senior Center

Quantity: 12 UOM: Month Unit Price: $38.21 Total: $458.52

2.10 Health Department

Quantity: 12 UOM: Month Unit Price: $51.60 Total: $619.20

2.11 Police Substation

Quantity: 12 UOM: Month Unit Price: $43.00 Total: $516.00

3 Package Header

Pest Control Services for Lancaster County Properties

Quantity: 1 UOM: PKG Total: $4,522.80

Package Items

3.1 West O Drivers Testing Center

Quantity: 12 UOM: Month Unit Price: $32.85 Total: $394.20

3.2 Motor Vehicle Licensing

Quantity: 12 UOM: Month Unit Price: $33.15 Total: $397.80

3.3 Youth Services / Detention Center and Emergency Management

Quantity: 12 UOM: Month Unit Price: $75.25 Total: $903.00

3.4 Election Commission

Quantity: 12 UOM: Month Unit Price: $33.15 Total: $397.80

3.5 New Adult Detention Center

Quantity: 12 UOM: Month Unit Price: $97.50 Total: $1,170.00

3.6 Lancaster County Engineering - Administration Building

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

3.7 Lancaster County Engineering - Road Maintenance Building

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

3.8 Weed Control Authority

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

4 Package Header

Pest Control Services for the City of Lincoln, Transportation & Utilities Department Facilities

Quantity: 1 UOM: PKG Total: $6,333.36

Item Notes:

Package Items

4.1 Theresa Street Wastewater Treatment Plant

Quantity: 12 UOM: Month Unit Price: $78.00 Total: $936.00

4.2 Northeast Wastewater Treatment Plant

Quantity: 12 UOM: Month Unit Price: $38.00 Total: $456.00

4.3 Lincoln Water System

Quantity: 12 UOM: Month Unit Price: $141.78 Total: $1,701.36

4.4 Lincoln Water System - Ashland

Quantity: 12 UOM: Month Unit Price: $60.00 Total: $720.00

4.5 Solid Waste Operations

Quantity: 12 UOM: Month Unit Price: $60.00 Total: $720.00

4.6 Engineering Services (Both 901 and 949 W. Bond Street, bid together as one)

Quantity: 12 UOM: Month Unit Price: $150.00 Total: $1,800.00

5 Package Header

Pest Control Services for City of Lincoln Fire Departments

Quantity: 1 UOM: PKG Total: $6,750.24

Item Notes: Price must include labor, equipment, material and fees.

Contact for all Fire Stations and Shop is Kendall Warnock at 402-441-7309

All invoices to:

Ngoc Dao

Lincoln Fire Department

1801 "Q" Street

Lincoln, NE 68508

Target Pest, but not limitied too:

Spiders, Crickets, Ants, Ground Beetles, Mice, Roaches

Please provide your method of applications.

ONLY BID A MONTHLY RATE

Package Items

5.1 Fire Station #1

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

5.2 Fire Station #2

Quantity: 12 UOM: Month Unit Price: $32.52 Total: $390.24

5.3 Fire Station #3

Quantity: 12 UOM: Month Unit Price: $25.00 Total: $300.00

5.4 Fire Station #4

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

5.5 Fire Station #5

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

5.6 Fire Station #6

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

5.7 Fire Station #7

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

5.8 Fire Station #8

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

5.9 Fire Station #9

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

5.10 Fire Station #10

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

5.11 Fire Station #11

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

5.12 Fire Station #12

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

5.13 Fire Station #13

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

5.14 Fire Station #14

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

5.15 Fire Station #15 combined with Lincoln Police Department

Quantity: 12 UOM: Month Unit Price: $50.00 Total: $600.00

5.16 Fire Station #16

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

6 Package Header

Pest Control Services for the Lincoln City Libraries

Quantity: 1 UOM: PKG Total: $3,480.00

Item Notes: Price must include labor, equipment, material and fees.

Service Coordinator: Dan Miller 402-314-9839

All Invoices to:

Paul Jones

Lincoln City Libraries

Bennett Martin Library

136 S. 14th Street

Lincoln, NE 68508.

Target Pest, but not limited too: Spiders, Crickets, Ants, Ground Beetles, Mice, Roaches.

Please provide your method of applications.

ONLY BID A MONTHLY RATE.

Package Items

6.1 Anderson Library

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

6.2 Bethany Library

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

6.3 Eisely Library

Quantity: 12 UOM: Month Unit Price: $45.00 Total: $540.00

6.4 Gere Library

Quantity: 12 UOM: Month Unit Price: $45.00 Total: $540.00

6.5 South Branch Library

Quantity: 12 UOM: Month Unit Price: $35.00 Total: $420.00

6.6 Walt Library

Quantity: 12 UOM: Month Unit Price: $45.00 Total: $540.00

6.7 Bennett Martin Library

Quantity: 12 UOM: Month Unit Price: $50.00 Total: $600.00

7 Package Header

Pest Control Services for the City of Lincoln Parks and Recreation Departments

Quantity: 1 UOM: PKG Total: $10,079.36

Item Notes:

Different Contacts and Different Service Requests per locations and facilities.
Please provide your method of applications.
ONLY BID A MONTHLY RATE even though it may be mentioned otherwise

Package Items

7.1 Air Park Neighborhood Center

Quantity: 12 UOM: Month Unit Price: $75.00 Total: $900.00

7.2 Auld Recreation Center

Quantity: 12 UOM: Month Unit Price: $25.00 Total: $300.00

7.3 Easterday Recreation Center

Quantity: 12 UOM: Month Unit Price: $75.00 Total: $900.00

7.4 F Street Recreation Center

Quantity: 12 UOM: Month Unit Price: $25.00 Total: $300.00

7.5 Pioneers Park Nature Center

Quantity: 12 UOM: Month Unit Price: $49.28 Total: $591.36

7.6 Muny Building

Quantity: 12 UOM: Month Unit Price: $40.00 Total: $480.00

7.7 Northeast District Facility

Quantity: 12 UOM: Month Unit Price: $25.00 Total: $300.00

7.8 Northwest District Facility

Quantity: 12 UOM: Month Unit Price: $25.00 Total: $300.00

7.9 Southeast District Facility

Quantity: 12 UOM: Month Unit Price: $25.00 Total: $300.00

7.10 Highlands Golf Course, Proshop

Quantity: 12 UOM: Month Unit Price: $45.00 Total: $540.00

7.11 Holmes Golf Maintenance Shop

Quantity: 12 UOM: Month Unit Price: $38.00 Total: $456.00

7.12 Mahoney Golf Course, Club House

Quantity: 12 UOM: Month Unit Price: $38.00 Total: $456.00

7.13 Jim Ager Junior Golf Course, Club House

Quantity: 12 UOM: Month Unit Price: $38.00 Total: $456.00

7.14 Holmes Golf Course, Club House

Quantity: 12 UOM: Month Unit Price: $72.00 Total: $864.00

7.15 Pioneer Park Golf Course, Club House

Quantity: 12 UOM: Month Unit Price: $38.00 Total: $456.00

7.16 Star City Shores

Quantity: 1 UOM: Month Unit Price: $40.00 Total: $40.00

7.17 University Place Pool

Quantity: 1 UOM: Month Unit Price: $30.00 Total: $30.00

7.18 Eden Pool

Quantity: 1 UOM: Month Unit Price: $30.00 Total: $30.00

7.19 Woods Pool

Quantity: 1 UOM: Month Unit Price: $30.00 Total: $30.00

7.20 Air Park Pool

Quantity: 1 UOM: Month Unit Price: $40.00 Total: $40.00

7.21 Ballard Pool

Quantity: 1 UOM: Month Unit Price: $40.00 Total: $40.00

7.22 Belmont Pool

Quantity: 1 UOM: Month Unit Price: $40.00 Total: $40.00

7.23 Highlands Pool

Quantity: 1 UOM: Month Unit Price: $40.00 Total: $40.00

7.24 Irvingdale Pool

Quantity: 1 UOM: Month Unit Price: $40.00 Total: $40.00

7.25 Bethany Enclosed Shelter

Quantity: 12 UOM: Month Unit Price: $40.00 Total: $480.00

7.26 Van Dorn Enclosed Shelter

Quantity: 12 UOM: Month Unit Price: $20.00 Total: $240.00

7.27 Antelope Enclosed Shelter

Quantity: 12 UOM: Month Unit Price: $20.00 Total: $240.00

7.28 Jane Snyder Trail Center

Quantity: 12 UOM: Month Unit Price: $45.00 Total: $540.00

7.29 Densmore Park Concession Building

Quantity: 1 UOM: Month Unit Price: $25.00 Total: $25.00

7.30 Lewis Ballfield Concession Building

Quantity: 1 UOM: Month Unit Price: $25.00 Total: $25.00

7.31 1660 Memorial

Quantity: 12 UOM: Month Unit Price: $50.00 Total: $600.00

8 Package Header

Pest Control Services for the City of Lincoln Parking Services Divsion

Quantity: 1 UOM: PKG Total: $3,240.00

Item Notes: Once a Month Service

Contact is Tony Bisesi at 402-441-7275(PARK)

Invoices to Scott Vrbka at 850 "Q" Street, Lincoln, NE 68508

Target Pest for all garages is pigeons

Please provide your method of applications.

ONLY BID A MONTHLY RATE

Package Items

8.1 Carriage Park Garage

Quantity: 12 UOM: Month Unit Price: $30.00 Total: $360.00

8.2 Center Park Garage

Quantity: 12 UOM: Month Unit Price: $30.00 Total: $360.00

8.3 Que Garage

Quantity: 12 UOM: Month Unit Price: $30.00 Total: $360.00

8.4 Blue 3 Garage

Quantity: 12 UOM: Month Unit Price: $30.00 Total: $360.00

8.5 Green 2 Garage

Quantity: 12 UOM: Month Unit Price: $30.00 Total: $360.00

8.6 Red 1 Garage

Quantity: 12 UOM: Month Unit Price: $30.00 Total: $360.00

8.7 Larson Office Garage

Quantity: 12 UOM: Month Unit Price: $30.00 Total: $360.00

8.8 Lumberworks Garage

Quantity: 12 UOM: Month Unit Price: $30.00 Total: $360.00

8.9 University Square Garage

Quantity: 12 UOM: Month Unit Price: $30.00 Total: $360.00

9 Package Header

Pest Control Services for the City of Lincoln Facilities

Quantity: 1 UOM: PKG Total: $1,740.00

Item Notes:

Price must include labor, equipment, material and fees.

Please provide your method of applications.

ONLY BID A MONTHLY RATE even though it may be mentioned otherwise.

Package Items

9.1 Police Garage

Quantity: 12 UOM: Month Unit Price: $85.00 Total: $1,020.00

9.2 Firing Range and K9 Buildings

Quantity: 12 UOM: Month Unit Price: $60.00 Total: $720.00

10 Pinnacle Bank Arena

Quantity: 12 UOM: Month Unit Price: $300.00 Total: $3,600.00

Item Notes: Price must include labor, equipment, material and fees.

Contact is Michael Hurley at 402-904-5677

All invoices to:
Pinnacle Bank Arena

400 Pinnacle Arena Drive

Lincoln, NE 68508

Target Pest, but not limitied too:
Spiders, Crickets, Ants, Ground Beetles, Mice, Roaches

Please provide your method of applications.

ONLY BID A MONTHLY RATE

Supplier Notes: Will treat entrances, concessions, rest rooms, offices, and commons areas utilizing crack and crevi ce treatment methods.

11 Termite Inspection (On an as-needed basis)

Quantity: 1 UOM: EA Unit Price: $80.00 Total: $80.00

Item Notes:

Price to include everything necessary to perform an inspection on an as-needed basis.

Please include all your options with pricing.
Provide how pricing works in supplier notes, is it by hour, job??

Supplier Notes: This pricing will be based on a per hour basis.

Response Total: $47,597.20

AMENDMENT TO CONTRACT
Annual Supply
Water Softener Salt
Quote No. 5561
City of Lincoln and Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Revised Pricing
Culligan of Lincoln

This Amendment is hereby entered into by and between Culligan of Lincoln, 4801 Superior Street, Lincoln, NE, 68504 (hereinafter "Contractor") and City of Lincoln and Lancaster County, (hereinafter "Owners"), for the purpose of amending the Contract dated March 14, 2017, executed under City Directorial Order No. 16700, and County Contract C-17-0190, dated March 7, 2017 and executed by the City of Lincoln-Lancaster County Public Building Commission, on March 14, 2017, for Annual Supply – Water Softener Salt, Quote No. 5561, which is made a part hereof by this reference.

WHEREAS, the parties hereby amend the Contract to reflect revised pricing, per Attachment A for the remainder of the current term; and

WHEREAS, there will be no change in the expenditures for the City of Lincoln for the remainder of this Contract term; and

WHEREAS, there will be no change in the expenditures for Lancaster County for the remainder of this Contract term; and

WHEREAS, there will be no change in the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the remainder of this Contract term; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Directorial Order No.16700, and County Contract No. C-17-0190 and stated herein the parties agree as follows:

1) The parties hereby amend the Contract to reflect revised pricing, per Attachment A for the remainder of the current term.
2) There will be no change in the expenditures for the City of Lincoln for the remainder of this Contract term.
3) There will be no change in the expenditures for Lancaster County for the remainder of this Contract term.
4) There will be no change in the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the remainder of this Contract term.
5) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

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

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

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

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Water Softener Salt
Quote No. 5561
City of Lincoln and Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Revised Pricing
Culligan of Lincoln

Please sign, date and return within 2 days of receipt.

Email to: Debbie Winkler
dwinkler@lincoln.ne.gov

Company Name:	Hall's Culligan of Lincoln
By: (Please Sign)	Brandy Voss
By: (Please Print)	Brandy Voss
Title:	Office Manager
Company Address:	4801 Superior St Lincoln, NE 68504
Company Phone & Fax:	402-476-3351
E-Mail Address:	bvoss@hallswater.com
Date:	03/20/2020
Contact Person for Service or Orders	Elizabeth Heidrich – CSR Brandy Voss – Office Manager
Contact Phone Number	402-476-3351

City of Lincoln Signature Page

CONTRACT
Annual Supply
Water Softener Salt
Quote No. 5561
City of Lincoln and Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Revised Pricing
Culligan of Lincoln

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Finance Director

Approved by Directorial Order No._____

dated _____

Lancaster County Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Water Softener Salt
Quote No. 5561
City of Lincoln and Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Revised Pricing
Culligan of Lincoln

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Water Softener Salt
Quote No. 5561
City of Lincoln and Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Revised Pricing
Culligan of Lincoln

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____	_____
Public Building Commission Attorney	Chairperson, Public Building Commission
	dated _____

Attachment A

Hall's Culligan Water

4801 Superior St., Lincoln NE 68504
Phone 402.476.3351 Fax 402.476.3353
www.culliganlincoln.com

Please see below, the information regarding the salt pricing agreement for the City of Lincoln. This pricing is effective March 14, 2020 through March 13, 2021. The details are as follows:

$5.75 a bag, including pallet, pick-up and / or delivery.

- Salt will be delivered in 40 pound bags
- We no longer carry 50 pound bags
- Pallets contain 63 bags @ 5.75 per bag ($362.25 per pallet)
-

Locations affected by this increase include, but are not limited, to the following:

144295
Col - City Of Lincoln
Waste Water Plant
2400 Theresa St
Lincoln, NE 68521

23903
Col - City Of Lincoln
Northeast Waste Water
7000 N 70
Lincoln, NE 68507

259168
Col - Lanc Co Corrections
3801 W O
Lincoln, NE 68528

83006
Col - Lincoln Landfill
6001 Bluff Rd
Lincoln, NE 68517

185066
Col -Lincoln Area Agency Aging
1005 O St
Lincoln, NE 68508

590539
Lancaster County Engineering
Station 1
444 Cherry Creek Rd
Lincoln, NE 68528

Thank you for your continued business. We look forward to continuing to work with you in the future.

Thank you,

Hall's Culligan of Lincoln
Brandy Voss
Office Manager

AMENDMENT TO CONTRACT
Annual Supply
Natural Gas and Related Services
Bid No. 19-212
City of Lincoln-Lancaster County Public Building Commission
Forward Contract
WoodRiver Energy, L.L.C.

The Amendment is hereby entered into by and between WoodRiver Energy, L.L.C., 3300 East 1st Avenue, Suite 600, Denver, CO 80206 (hereinafter "Contractor") and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "PBC"), for the purpose of amending the Contract executed by the PBC, on October 8, 2019, for Annual Supply – Natural Gas and Related Services, Bid No. 19-212, which is made a part hereof by this reference.

WHEREAS, the parties hereby amend the contract to hedge the supply of Natural Gas at sixteen (16) Public Building Commission locations at the costs and amounts listed on Trigger Confirmations, per Attachment A, effective April 1, 2020 through September 30, 2023.

WHEREAS, the parties hereby amend the contract to hedge the supply of Natural Gas at sixteen (16) Public Building Commission locations at the costs and amounts listed on Trigger Confirmations, per Attachment B, effective November 1, 2020 through March 31, 2021.

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

1) The parties hereby amend the contract to hedge the supply of Natural Gas at sixteen (16) Public Building Commission locations at the costs and amounts listed on Trigger Confirmations, per Attachment A, effective April 1, 2020 through September 30, 2023.
2) The parties hereby amend the contract to hedge the supply of Natural Gas at sixteen (16) Public Building Commission locations at the costs and amounts listed on Trigger Confirmations, per Attachment B, effective November 1, 2020 through March 31, 2021.
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
Lancaster County Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Natural Gas and Related Services
Bid No. 19-212
City of Lincoln-Lancaster County Public Building Commission
Forward Contract
WoodRiver Energy, L.L.C.

Please sign, date and return within 10 days of receipt.

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

Company Name:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for: Service or Orders"	
Contact Phone Number:	

Lancaster County Signature Page

_____

AMENDMENT TO CONTRACT
Annual Supply
Natural Gas and Related Services
Bid No. 19-212
City of Lincoln-Lancaster County Public Building Commission
Forward Contract
WoodRiver Energy, L.L.C.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

WoodRiver Energy LLC

Trigger Confirmation
Dated March 25, 2020

Seller:
WOODRIVER ENERGY, L.L.C.
3300 East 1st Ave., Suite 600
Denver, CO 80206

Attn: Stacci Urbom
Phone: 308-991-3911
Email: stacci.urbom@woodriverenergy.com

Buyer:
City/County Purchasing
440 So. 8th Street, Suite 200
Lincoln, NE 68508

Attn: Robert Walla, Purchasing Agent
Phone: 402-441-8103
Email: rwalla@lincoln.ne.gov

Term: April 1, 2020 through September 30, 2023
Price: $3.19 per MMBtu

Pipeline: NNG **LDC:** Black Hills Energy

Facility Name / Service Address	Acct.No.:	Meter:
Lincoln Police Department – 1501 N 27th Street, Lincoln NE 68503	0849678596	BHE109194
Lincoln Downtown Senior Center – 1005 "O" Street, Lincoln NE 68508	6588229945	BHE110464
PBC/233 Building – 233 S 10th Street, Lincoln NE 68508	9883351261	BHE194159
Lancaster County Election Commission – 601 N 46th St., Lincoln NE 68503	5696676184	BHE261850
PBC Senior Center – 6320 Platte Ave. #Cen, Lincoln NE 68507	3988195911	ILA012254
PBC DMV – 500 W "O" Street, Lincoln NE 68528	1236871912	760632
County City Management – 6310 Platte Ave., Lincoln NE 68507	1703802548	760875
K Street Complex – 440 S 8th Street, Lincoln NE 68508	3943471856	BHE231751
PBC Lancaster County Motor Vehicle – 625 N 46th St., Lincoln NE 68503	2091368962	BHE102214
PBC Maintenance Shop – 2145 "Y" Street #1, Lincoln NE 68503	1764208329	ILA059024
PBC Hall of Justice – 555 S 19th Street, Lincoln NE 68508	9025502984	NGM668762
PBC Holding Cells – 555 S 9th Street, Lincoln NE 68508	0985347400	BHE102125
PBC Health Dept – 3140 "N" Street, Lincoln NE 68510	7450257378	BHE267539
PBC Mental Health Crisis Center – 825 "J" Street, Lincoln NE 68508	5628442429	BHE274062
PBC Old City Hall – 920 "O" Street, Lincoln NE 68508	4899544368	BHE426100
PBC JDC Juvenile – 1200 Radcliff St., Lincoln NE 68512	5789952025	BHE522621

Month	Volume	Month	Volume	Month	Volume
January	475	May	145	September	76
February	480	June	90	October	145
March	373	July	70	November	265
April	295	August	65	December	380
Total Hedge	**9318**				

This Sales Agreement is considered proprietary and confidential.

Parties agree that the fixed prices are exclusive of any charges to deliver gas to LDC, LDC Transportation charges and fees. Any such fees are the responsibility of the Buyer and shall be charged pursuant to the Natural Gas Sales Agreement. If Buyer fails to return confirmation within 48 hours, the above transaction shall be deemed accurate and accepted by Buyer.

WOODRIVER ENERGY, L.L.C.
(Seller)

By: Jo Nanette Moak
Title: Administrative Manager

Date: March 26, 2020

Lincoln/Lancaster Public Building Commission
(Buyer)

By: _____
Title: Department Director

Date: _____

This Sales Agreement is considered proprietary and confidential.

Attachment B

WoodRiver Energy LLC

Trigger Confirmation
Dated March 25, 2020

Seller:
WOODRIVER ENERGY, L.L.C.
3300 East 1st Ave., Suite 600
Denver, CO 80206

Attn: Stacci Urbom
Phone: 308-991-3911
Email: stacci.urbom@woodriverenergy.com

Buyer:
City/County Purchasing
440 So. 8th Street, Suite 200
Lincoln, NE 68508

Attn: Robert Walla, Purchasing Agent
Phone: 402-441-8103
Email: rwalla@lincoln.ne.gov

Term: November 1, 2020 through March 31, 2021
Price: $3.57 per MMBtu

Pipeline: NNG **LDC:** Black Hills Energy

Facility Name / Service Address	Acct.No.:	Meter:
Lincoln Police Department – 1501 N 27th Street, Lincoln NE 68503	0849678596	BHE109194
Lincoln Downtown Senior Center – 1005 "O" Street, Lincoln NE 68508	6588229945	BHE110464
PBC/233 Building – 233 S 10th Street, Lincoln NE 68508	9883351261	BHE194159
Lancaster County Election Commission – 601 N 46th St., Lincoln NE 68503	5696676184	BHE261850
PBC Senior Center – 6320 Platte Ave. #Cen, Lincoln NE 68507	3988195911	ILA012254
PBC DMV – 500 W "O" Street, Lincoln NE 68528	1236871912	760632
County City Management – 6310 Platte Ave., Lincoln NE 68507	1703802548	760875
K Street Complex – 440 S 8th Street, Lincoln NE 68508	3943471856	BHE231751
PBC Lancaster County Motor Vehicle – 625 N 46th St., Lincoln NE 68503	2091368962	BHE102214
PBC Maintenance Shop – 2145 "Y" Street #1, Lincoln NE 68503	1764208329	ILA059024
PBC Hall of Justice – 555 S 19th Street, Lincoln NE 68508	9025502984	NGM668762
PBC Holding Cells – 555 S 9th Street, Lincoln NE 68508	0985347400	BHE102125
PBC Health Dept – 3140 "N" Street, Lincoln NE 68510	7450257378	BHE267539
PBC Mental Health Crisis Center – 825 "J" Street, Lincoln NE 68508	5628442429	BHE274062
PBC Old City Hall – 920 "O" Street, Lincoln NE 68508	4899544368	BHE426100
PBC JDC Juvenile – 1200 Radcliff St., Lincoln NE 68512	5789952025	BHE522621

Month	Volume
Nov-20	265
Dec-20	380
Jan-21	475
Total	1973

Month	Volume
Feb-21	480
Mar-21	373

This Sales Agreement is considered proprietary and confidential.

Parties agree that the fixed prices are exclusive of any charges to deliver gas to LDC, LDC Transportation charges and fees. Any such fees are the responsibility of the Buyer and shall be charged pursuant to the Natural Gas Sales Agreement. If Buyer fails to return confirmation within 48 hours, the above transaction shall be deemed accurate and accepted by Buyer.

WOODRIVER ENERGY, L.L.C.
(Seller)

By: Jo Nanette Moak
Title: Administrative Manager

Date: March 26, 2020

Lincoln/Lancaster Public Building Commission
(Buyer)

By: _____
Title: Department Director

Date: _____

This Sales Agreement is considered proprietary and confidential.

AMENDMENT TO CONTRACT
Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions
US Communities Contract No. EV2370
MOU019
City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission
Renewal
Graybar Electric Company, Inc.

This Amendment is hereby entered into by and between Graybar Electric Company, Inc., 4360 South 90th Street, Omaha, NE 68127 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Memorandum of Understanding (MOU) dated April 6, 2018 executed under City Executive Order No. 91709, and County Contract C-18-0155, dated April 3, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on March 20, 2018, for Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions, US Communities Contract No. EV2370, MOU019, which is made a part of this amendment by this reference.

WHEREAS, the original term of the MOU is April 6, 2018 through April 5, 2019, with the option to renew for four (4) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the MOU was amended by City Executive Order No. 93014, executed by the City on April 4, 2019, and by County Contract C-19-0273 executed by the County Board on April 9, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission on April 9, 2019, to renew the contract for an additional one (1) year term from April 6, 2019 through April 5, 2020; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning April 6, 2020 through April 5, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $125,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed $28,000.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $10,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 91709 and County Contract C-18-0155, all amendments thereto, and as stated herein, the parties agree as follows:

1) The parties hereby renew the Contract for an additional one (1) year term beginning April 6, 2020 through April 5, 2021.
2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $125,000.00 without approval by the City of Lincoln.
3) The expenditures for Lancaster County for the term of this renewal shall not exceed $28,000.00 without approval by the Lancaster County Board.
4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $10,000.00 without approval by the Public Building Commission.
5) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

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

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

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

Vendor Signature Page

AMENDMENT TO CONTRACT
Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions
US Communities Contract No. EV2370
MOU019
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Graybar Electric Company, Inc.

Please sign, date and return within 2 days of receipt.

Mail to: City/County Purchasing
Attn: Lori L. Irons
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: llirons@lincoln.ne.gov

Company Name:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service	
Contact Phone Number:	

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions
US Communities Contract No. EV2370
MOU019
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Graybar Electric Company, Inc.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Leirion Gaylor Baird, Mayor

Approved by Executive Order No._____

dated _____

Lancaster County Signature Page

AMENDMENT TO CONTRACT
Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions
US Communities Contract No. EV2370
MOU019
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Graybar Electric Company, Inc.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions
US Communities Contract No. EV2370
MOU019
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Graybar Electric Company, Inc.

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____	_____
Public Building Commission Attorney	Chairperson, Public Building Commission
	dated _____

AMENDMENT TO CONTRACT
Annual Services
Pre-Sort Mailing Services
Quote No. 5802
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
All Needs Computer & Mailing Services Inc.

This Amendment is hereby entered into by and between All Needs Computer & Mailing Services Inc., 8100 S. 13th Street, Lincoln, NE 68512-9393 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated April 10, 2018 executed under City Directorial Order No. 19005, and County Contract C-18-0168, dated April 10, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on March 20, 2018, for Annual Services – Pre-Sort Mailing Services, Quote No. 5802, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is April 15, 2018 through April 14, 2019, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Directorial Order No. 21289, executed by the City on April 12, 2019, and by County Contract C-19-0296, executed by the County Board on April 16, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission on April 9, 2019, to renew the contract for an additional one (1) year term from April 15, 2019 through April 14, 2020; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning April 15, 2020 through April 14, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $1,500.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed $8,000.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $15,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 19005 and County Contract C-18-0168, all amendments thereto, and as stated herein, the parties agree as follows:

1) The parties hereby renew the Contract for an additional one (1) year term beginning April 15, 2020 through April 14, 2021.
2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $1,000.00 without approval by the City of Lincoln.
3) The expenditures for Lancaster County for the term of this renewal shall not exceed $8,000.00 without approval by the Lancaster County Board.
4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $15,000.00 without approval by the Public Building Commission.
5) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

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

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

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

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Services
Pre-Sort Mailing Services
Quote No. 5802
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
All Needs Computer & Mailing Services Inc.

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

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

Company Name:	All Needs Computer & Mailing Services, Inc.
By: (Please Sign)	Betty I Cummings
By: (Please Print)	Betty I. Cummings
Title:	Owner
Company Address:	8100 South 13th Street, Lincoln, NE 68512-9393
Company Phone & Fax:	Office: 402-421-1083 Fax: 402-421-6557
E-Mail Address:	Betty@ancms.com
Date:	3-10-2020
Contact Person for Orders or Service	Betty I. Cummings
Contact Phone Number:	402-421-1083

City of Lincoln Signature Page

_____

AMENDMENT TO CONTRACT
Annual Services
Pre-Sort Mailing Services
Quote No. 5802
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
All Needs Computer & Mailing Services Inc.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Finance Director

Approved by Directorial Order No._____

dated _____

Lancaster County Signature Page

AMENDMENT TO CONTRACT
Annual Services
Pre-Sort Mailing Services
Quote No. 5802
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
All Needs Computer & Mailing Services Inc.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Annual Services
Pre-Sort Mailing Services
Quote No. 5802
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
All Needs Computer & Mailing Services Inc.

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

Client#: 50130 ALLNE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/10/2020

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 Insurance
P.O. Box 6847
Lincoln, NE 68506
402 483-4500

CONTACT NAME: Brent Besch
PHONE (A/C, No, Ext): 402-483-4500 FAX (A/C, No): 402-483-7977
E-MAIL ADDRESS: bbesch@insproins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Insurance Company	
INSURER B : Accident Fund Insurance Co of America	10166
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
All Needs Computer & Mailing Services Inc.
8100 So. 13th St.
Lincoln, NE 68512

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	X COMMERCIAL GENERAL LIABILITY	X		6809L004745	10/14/2019	10/14/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		BA9L00690A	10/14/2019	10/14/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X		CUP9L008387	10/14/2019	10/14/2020	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $5000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WCV6129925	07/14/2019	07/14/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH)	N/A					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

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

City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission are listed as additional insured.

CERTIFICATE HOLDER

City Of Lincoln, Lancaster Count
and Lincoln-Lancaster County
Public Building Commission
555 S. 10th Street
Lincoln, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tamara D. Mibbed

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 680-9L004745

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 3/19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF ADDITIONAL INSUREDS AND COVERED OPERATIONS

NAME OF PERSON OR ORGANIZATION:

City of Lincoln/Lancaster
County and/or City of
Lincoln, Lancaster County
Public Building Commission

PROJECT/LOCATION OF COVERED OPERATIONS:

555 S. 10th Street
Lincoln, NE 68508

PROVISIONS

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

Any person or organization shown in the Schedule Of Additional Insureds And Covered Operations that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. 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. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule Of Additional Insureds And Covered Operations, to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether 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:

© 2018 The Travelers Indemnity Company. All rights reserved.

(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.

© 2018 The Travelers Indemnity Company. All rights reserved.

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.

SCHEDULE

Name Of Person(s) Or Organization(s):

CITY OF LINCOLN, LANCASTER
COUNTY, LINCOLN-LANCASTER CO.

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.

© Insurance Services Office, Inc., 2011

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 &/OR LANCASTER
COUNTY &/OR CITY OF LINCOLN/

NE

LANCASTER COUNTY PUBLIC
BUILDING COMMISSION
555 SOUTH 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 | Policy No. WCV 6129925 | Endorsement No.

Insured | Premium $

Insurance Company | Countersigned by_____

Copyright 1983 National Council on Compensation Insurance.

Hart Forms & Services
Reorder No. 14-4888

Accident Fund℠
NATIONAL INSURANCE COMPANY
PO BOX 40790
LANSING, MI 48901-7990

Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period From	To
WCV 6129925	07/14/2019	07/14/2020

12:01 A.M. Standard Time at the described location

Transaction

INFORMATION PAGE
RENEWAL OF POLICY WCV 6129925

Named Insured and Address	Agent
ALL NEEDS COMPUTER & MAILING SERVICES INC 8100 S 13TH ST LINCOLN NE 68512	INSPRO INC PO BOX 6847 LINCOLN NE 68506 Telephone: 402-483-4500 9017021

Other Workplaces Not Shown Above: See schedule attached
Extended Named Insured: Absence of an entry means no exception

Interstate ID:
Insured Is: CORPORATION
Bureau/Risk ID: 000000000
Unemployment Id Number:

Intrastate ID:
FEIN # 470732166
NCCI #: 16729

ITEM 2. POLICY PERIOD is from 12:01 A.M., 07/14/2019 to 12:01 A.M., 07/14/2020 Standard Time at the insured's mailing address.

ITEM 3. COVERAGE

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: NE

B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A.
The limits of our liability under Part TWO are:

Bodily Injury by Accident	$	1,000,000	each accident
Bodily Injury by Disease	$	1,000,000	policy limit
Bodily Injury by Disease	$	1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states and U.S. territories except monopolistic states, Puerto Rico, the U.S. Virgin Islands, and states designated in Item 3. A. of the Information Page.

D. This policy includes these endorsements and schedules:

DISCLOSR	(9/10)	PN99NSF	(1/18)	WC000000C	(1/15)	WC000308	(4/84)
WC000313	(4/84)	WC000403	(4/84)	WC000414A	(1/19)	WC000419	(1/01)
WC000421D	(1/15)	WC000422B	(1/15)	WC000424	(1/17)	WC260401B	(5/17)

ITEM 4. PREMIUM

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans.
All information required below is subject to verification and change by audit.

C L A S S I F I C A T I O N S

SEE SCHEDULE OF CLASSIFICATIONS ON FOLLOWING PAGE(S)

Minimum Premium	Deposit Premium	Total Estimated Annual Premium	Premium Adjustment Period:
$750	$1,532	$1,532	Annual - Reporting

INSURED COPY