

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY  
NEBRASKA**

**Roof Replacement for  
Waverly Buildings and Salt Dome  
Bid No. 17-258**

**Stonebrook Roofing, Inc.  
1919 S. 40<sup>th</sup> St., Ste. 222  
Lincoln, NE 68506  
(402) 467-2511**

## LANCASTER COUNTY, NEBRASKA CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **Stonebrook Roofing, Inc., 1919 S. 40<sup>th</sup> St., Ste. 222, Lincoln, NE 68506**, hereinafter called the Contractor, and Lancaster County, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as the County.

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

### **Roof Replacement for Waverly Buildings and Salt Dome, Bid No. 17-258**

and

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

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier 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 County have agreed and hereby agree as follows:

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

#### **Agreement to Line Items 1 and 2 (Waverly Buildings) of Contractor's Proposal**

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

**The County will pay for products/services, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract, for a total of \$21,767.00.**

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

4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. GUARANTEE: A performance and payment bonds in the full amount of the contract shall be required for all construction contracts. These bonds shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.
- 6a. TERMINATION FOR CAUSE:
  - a) The County 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 County without prejudice to any other rights or remedies of the County may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition the County 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 County may deem expedient.
  - c) If the Contract is terminated by County 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 County.
  - 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 County 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 County.
  - 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 County.
  - f) No termination or action taken by County after termination shall prejudice any other rights or remedies of County provided by law or by the Contract Documents upon such termination; and County may proceed against Contractor to recover all losses suffered by County.

6. TERMINATION BY THE COUNTY FOR CONVENIENCE:

- a) The County 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 County 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 County;
  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 County has directed not to be discontinued;
  3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the County of all orders and subcontracts not related to that portion of the Work, if any, the County 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 County 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 County. 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 County may direct the Contractor to deliver such goods to the Site or to such other place as the County may reasonably determine, whereupon the County shall pay to the Contractor the cost for such goods and materials.
- f) Upon such termination, County 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 County 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 County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

8. PERIOD OF PERFORMANCE: The work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be 30 days upon Notice to Proceed unless adverse weather conditions exist and do not allow it. Open communications shall be in force on adverse weather conditions with Contract Administrator. If adverse weather conditions, contractor will have early spring to complete with final completion being March 15, 2018.
9. ASSIGNMENT: Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.
10. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal
  3. Addendum No. 1
  4. Specifications
  5. Instructions to Bidders
  6. Insurance Requirements
  7. Employee Classification Act Requirements
  8. Employee Classification Act Affidavit
  9. Sales Tax Exemption Forms 13 & 17
  10. Notice to Bidders

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](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

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

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

Vendor Signature Page  
Lancaster County Signature Page

Vendor Signature Page

**CONTRACT**  
**Roof Replacement for**  
**Waverly Buildings and Salt Dome**  
**Bid No. 17-258**  
**Lancaster County**  
**Stonebrook Roofing, Inc.**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

Linda K Dicks Seal  
Secretary

STONEBROOK ROOFING, INC.  
Name of Corporation

199 S. 40<sup>TH</sup> ST., STE. 222 - LINCOLN, NE 68506  
Address

By: [Signature]  
Duly Authorized Official

V.P.  
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

**Lancaster County Signature Page**

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**CONTRACT  
Roof Replacement for  
Waverly Buildings and Salt Dome  
Bid No. 17-258  
Lancaster County  
Stonebrook Roofing, Inc.**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_

## COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

### A. GENERAL INFORMATION

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

Construction Performance Bond  
Construction Payment Bond

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

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

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

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

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

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

### B. COMPLETING THE FORMS

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

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

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

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

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

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

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

Stonebrook Roofing, Inc.  
1919 S. 40<sup>th</sup> St., Ste. 222  
Lincoln, NE 68506

SURETY (Name and Principal Place of Business):

Allegheny Casualty Company  
One Newark Center, 20th Floor  
Newark, NJ 07102

Owner (Name and Address):

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

CONSTRUCTION CONTRACT

Date: November 21, 2017  
Amount: **\$21,767.00**

Description (Name and Location):

**For all labor, material and equipment necessary for Roof Replacement for Waverly Buildings and Salt Dome, Bid No. 17-258**

BOND

Date: November 21, 2017  
Amount: **\$21,767.00**  
Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL  
Company:

(Corp. Seal)

Stonebrook Roofing, Inc.  
1919 S. 40<sup>th</sup> St., Ste. 222  
Lincoln, NE 68506

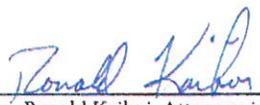
SURETY  
Company:

(Corp. Seal)

Allegheny Casualty Company  
One Newark Center, 20th Floor  
Newark, NJ 07102

Signature:   
Name and Title:

Andrew Schellpeper  
Project Manager

Signature:   
Name and Title: Ronald Kaihoi, Attorney-in-Fact

EJCDC NO 1910-28a (1984 Edition)

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

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

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

Stonebrook Roofing, Inc.  
1919 S. 40<sup>th</sup> St., Ste. 222  
Lincoln, NE 68506

SURETY (Name and Principal Place Of Business):

Allegheny Casualty Company  
One Newark Center, 20th Floor  
Newark, NJ 07102

Owner (Name and Address):

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

CONSTRUCTION CONTRACT

Date: November 21, 2017  
Amount: \$21,767.00

Description (Name and Location):

For all labor, material and equipment necessary for Roof Replacement for Waverly Buildings and Salt Dome, Bid No. 17-258

BOND

Date: November 21, 2017  
Amount: \$21,767.00

Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Stonebrook Roofing, Inc.  
1919 S. 40<sup>th</sup> St., Ste. 222  
Lincoln, NE 68506

SURETY

Company: (Corp. Seal)

Allegheny Casualty Company  
One Newark Center, 20th Floor  
Newark, NJ 07102

Signature:   
Name and Title:

Andrew Schellpeper  
Project Manager

Signature:   
Name and Title: Ronald Kaihoi, Attorney-in-Fact

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

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
  2. With respect to the Owner, this obligation shall be null and void if the Contractor:
    - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
    - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
  3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
  4. The Surety shall have no obligation to Claimants under this Bond until:
    - 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.
    - 4.2 Claimants who do not have a direct contract with the Contractor:
      1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
      2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
      3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
  5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
  6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
    - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
    - 6.2 Pay or arrange for payment of any undisputed amounts.
  7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
  8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.
- By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
  10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
  11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
  13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
  14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
  15. DEFINITIONS
    - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
    - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
    - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - NAME, ADDRESS AND TELEPHONE) AGENT OR BROKER: OWNER'S REPRESENTATIVE (ARCHITECT, ENGINEER OR OTHER PARTY)

Agent:  
 ACORA Surety & Insurance Services, LLC  
 PO Box 506  
 Montevideo, MN 56265; Ph: 320-269-8546

Stonebrook 17-258 dw

**ACKNOWLEDGMENT OF PRINCIPAL (Individual)**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally comes \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Partnership)**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

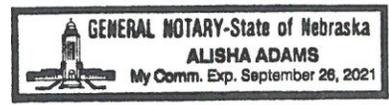
\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)**

State of NEBRASKA }  
County of LANCASTER }

On this 16 day of November, in the year 2017, before me personally come(s) Andrew Schellpeper, to me known, who being duly sworn, deposes and says that he/she resides in the City of Lincoln that he/she is the Project Manager of the Stonebrook Roofing, Inc., the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

Alisha Adams  
Notary Public



# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**RONALD KAIHOI, JACK ANDERSON**

Montevideo, MN.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2015.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 21st day of November, 2017

MARIA BRANCO, Assistant Secretary

# ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA



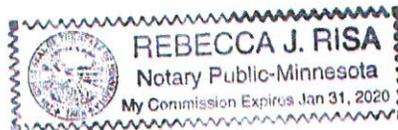
On this 16th day of November, 2017, before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Allegheny Casualty Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

*Rebecca J. Risa*

**NOTARY PUBLIC**

My Commission Expires

*1/31/2020*



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

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

Pursuant to Neb. Rev. Stat. § 77-1323, I, Andrew Schellpeper, do hereby certify that all equipment to be used on Bid No. 17-258, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

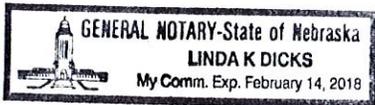
DATED this 15 day of November, 2017.

By: [Signature]  
Title: Project Manager

STATE OF NEBRASKA )  
COUNTY OF Lancaster )ss.  
)

On Nov 15, 2017, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Andrew Schellpeper, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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



(SEAL)

Linda K Dicks  
Notary Public



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

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7428			
Fax	(402) 441-6513			
Bid Number	17-258 Addendum 1	Department		Department
Title	Roof Replacement for Waverly Buildings and Salt Dome	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	9/13/2017 04:30 PM (CT)	Telephone	(402) 441-7428	Telephone
Close Date	9/29/2017 12:00:00 PM (CT)	Fax	(402) 441-6513	Fax
		Email	smulder@lincoln.ne.gov	Email

## Supplier Information

Company	Stonebrook Roofing, Inc.
Address	1919 S 40th Street Suite 222 Lincoln, NE 68506
Contact	AJ McVey
Department	
Building	
Floor/Room	
Telephone	(402) 438-5559
Fax	(402) 438-5549
Email	amcvey@stonebrookroofing.com
Submitted	9/29/2017 10:43:36 AM (CT)
Total	\$45,615.00

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

Signature Greg Rickers

Email Gregr@stonebrookroofing.com

## Supplier Notes

## Bid Notes

## Bid Activities

Date	Name	Description
9/19/2017 01:00:00 PM (CT)	Pre-bid Meeting	A pre-bid meeting will be held Tuesday, September 19, 2017 at 1:00 p.m. located at the Waverly County Shop, 13959 Old Field Street, Waverly, NE.

## Bid Messages

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**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Insurance Requirements and Endorsements	<p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>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.</p>	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Contact	Name of person submitting this bid:	Greg Rickers
6	Bid Bond Submission - County	<p>I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the Lancaster County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.</p> <p><b>YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!</b></p>	I have scanned and attached my bid bond.
7	Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes
8	Cost Per Sheet	What is the cost per sheet (Installed) for additional sheets for soft spots repairs?	\$45.00
9	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	7 days
10	Guarantee	Provide the length of your guarantee against leaks due to defects or workmanship.	Yes
11	Manufacturer's Warranty	Attached the manufacturer's standard warranty in the Vendors Response Attachment Section of the E-bid.	Yes

- 12 Contractor References My company has included (3) three references for projects similar in nature to the work required in this project. Each reference must include the following: Yes  
Owner:  
Street Address:  
City:  
State:  
Zip:  
Name Owners Representative:  
Phone:  
Project Name and/or Number:  
Contract Amount:  
Completion Date:  
Type of Roofing Membrane used:  
TYPE THIS INFORMATION ON COMPANY  
LETTERHEAD AND ATTACH TO RESPONSE  
ATTACHMENT SECTION OF YOUR EBID RESPONSE
- 13 Bid Documents I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications. Yes
- 14 Debarred Has your company ever been debarred or suspended for doing business with the City of Lincoln/Lancaster County/PBC of Nebraska No
- 15 U.S. Citizenship Attestation Is your company legally considered an Individual or Sole Proprietor: YES or NO No. We are a corporation.  
  
As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:  
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>  
  
All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.  
  
If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.  
  
Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.
- 16 Electronic Signature Please check here for your electronic signature. Yes
- 17 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
- 18 Warranty Issues With the shingling of the entrance on both sides of the salt dome, will there be any warranty issues? If so, please list and explain. No Warranty Issues

## Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Roof Replacement for Location 25, Maintenance Building	\$14,344.00

Item Notes: Price shall include freight charges to destination.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide manufacturer bidding.	CertainTeed
2	Warranty	I acknowledge that I have attached the warranty information and listed the number of years shingles bid are warrantied.	Yes

2	1	Lump Sum	Roof Replacement for Location 26, Garage	\$7,423.00
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Item Notes: Price shall include freight charges to destination.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide manufacturer bidding	CertainTeed
2	Warranty	I acknowledge that I have attached the warranty information and listed the number of years shingles bid are warrantied.	Yes

3	1	Lump Sum	Roof Replacement for Location 26, Salt Dome	\$23,848.00
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Item Notes: Price shall include freight charges to destination.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please provide manufacturer bidding.	CertainTeed
2	Warranty	I acknowledge that I have attached the warranty information and listed the number of years shingles bid are warrantied.	Yes

Response Total: \$45,615.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2017

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

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

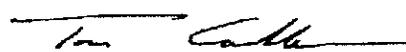
<b>PRODUCER</b> UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508		<b>CONTACT NAME:</b> Megan Robison <b>PHONE (A/C, No, Ext):</b> (402) 434-7200 <b>FAX (A/C, No):</b> (402) 434-7272 <b>E-MAIL ADDRESS:</b> mrobison@unicogroup.com	
		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A Midwest Family Mutual Ins Co.	<b>NAIC #</b> 23574
<b>INSURED</b> Stonebrook Roofing Inc. 1919 S 40th St. Ste 222 Lincoln NE 68508-1356		<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 17/18 Liab w/install                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACNE0560059018	2/25/2017	2/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CANE0560068467	2/25/2017	2/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUNE0560076769	2/25/2017	2/25/2018	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCNE0560061579	2/25/2017	2/25/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Installation Floater</b>			ACNE0560059018	2/25/2017	2/25/2018	Limit 180,000 Deductible 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Project: Roof Replacement for Waverly Buildings and Salt Dome; The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status on a primary and non-contributing basis including completed operations only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status. The blanket endorsements provide additional insured status for Lancaster County when required by written contract.**

<b>CERTIFICATE HOLDER</b>  Lancaster County 555 South 10th Street Lincoln, NE 68508	<b>CANCELLATION</b>  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  Tom Cackle/MRO 
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**BLANKET ADDITIONAL INSURED –  
PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the Businessowners Coverage Form.

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

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

Schedule

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

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

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**Amendatory Endorsement #1**

MIDWEST FAMILY MUTUAL INSURANCE COMPANY  
INSURED: STONEBROOK ROOFING INC  
POLICY NUMBER: WCNE0560061579

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR AGREEMENT.

Form	Edition	Description	Ded	Limit	Premium
		Employers Liab			
WC0111	07-01	Workers Comp & Employers Liability Insurance			
WC000403	04-84	Experience Rating Modifier			
WC000406	08-84	Premium Discount Endorsement			
WC000414	07-90	Notification of Change in Ownership			
WC000421	01-15	Catastrophe Premium Endorsement			
WC000422	01-15	TRIPRA Disclosure Endorsement			
WC 1 REV	01-06	Employers First Report of Injury or Illness			
WCK-12-1	02-96	Work Comp Reporting Tips			
MFMIL004	07-10	Earlier Notice of Cancellation/NonRenewal			
		SCULL CONSTRUCTION SERVICES INC 803 INDUSTRIAL AVE RAPID CITY, SD 57702			
MFMIL004	07-10	Earlier Notice of Cancellation/NonRenewal			
		CORNERSTONE COMMERCIAL CONTRACTORS, INC. 401 7TH STREET CORNIG, IA 50841			
MFMIL004	07-10	Earlier Notice of Cancellation/NonRenewal			
		NICHOL FATS LLC 1536 CUMING ST OMAHA, NE 68102			
MFMIL004	07-10	Earlier Notice of Cancellation/NonRenewal			
		30 DAYS NOTICE OF CANCELLATION AS RESPECTS DICON CORPORATION, 11506 NICHOLAS ST STE 200, OMAHA, NE, 68154			
MFMIL004	07-10	Earlier Notice of Cancellation/NonRenewal			
		CORNERSTONE COMMERCIAL CONTRACTORS INC 401 7TH STREET CORNING, IA 50841			
MFMIL004	07-10	Earlier Notice of Cancellation/NonRenewal			
		SCULL CONSTRUCTION 803 INDUSTRIAL AVENUE RAPID CITY, SD 57702			
WC000313	04-84	Waiver of Our Right to Recover from Others			
		BLANKET WAIVER OF SUBRO			

**Amendatory Endorsement #5**

MIDWEST FAMILY MUTUAL INSURANCE COMPANY  
INSURED: STONEBROOK ROOFING INC  
POLICY NUMBER: CANE0560068467

BLANKET ADDITIONAL INSURED BY CONTRACT

THE ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

THIS ENDORSEMENT CHANGES THE POLICY EFFECTIVE ON THE INCEPTION DATE OF THE POLICY UNLESS ANOTHER DATE IS INDICATED.

WITH RESPECT TO COVERAGE PROVIDED BY THIS ENDORSEMENT, THE PROVISIONS OF THE COVERAGE FORM APPLY UNLESS MODIFIED BY THE ENDORSEMENT.

SECTION II LIABILITY COVERAGE, A COVERAGE 1. WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN INSURED ANY PERSON OR ORGANIZATION WITH WHICH YOU HAVE AGREED IN A VALID WRITTEN CONTRACT TO PROVIDE INSURANCE AS AFFORDED BY THIS POLICY.

THIS PROVISION IS LIMITED TO THE SCOPE OF THE VALID WRITTEN CONTRACT.

THIS PROVISION DOES NOT APPLY UNLESS THE VALID WRITTEN CONTRACT HAS BEEN EXECUTED PRIOR TO THE BODILY INJURY OR PROPERTY DAMAGE.

THIS COVERAGE IS ON A PRIMARY AND NON CONTRIBUTORY BASIS

Form	Edition	Description	Loc Item	Ded	Limit	Premium
BP 01 12	01-10	Nebraska Changes				
BP 01 81	11-13	Colorado Changes				
BP 05 01	07-02	Calculation of Premium				
BP 05 23	01-15	Cap Losses from Certified Acts of Terrorism				
BP 05 77	01-06	Fungi or Bacteria Exclusion (Liability)				
BP 15 04	05-14	Excl - Access/Disclosure of Confidential Info				
IL 01 25	11-13	Colorado Changes - Civil Union				
MFM 001	02-17	Policyholder Notice				
MFMAC003	02-15	Excl - Residential Tract or Multi-Family Home				
MFMAC017	03-16	Limited Exclusion - Wrap-Up Insurance Program				
MFMBP-02	01-09	Asbestos Exclusion				
PRIV NTC	07-01	Privacy Policy Notice				
ART 0020	01-15	Contractors Advantage Endorsement				
BOP0026	09-13	Equipment Breakdown Coverage				
BP0498	01-10	Employee Benefits Liability			\$1,000,000	
BP1483	07-13	Employee Dishonesty Coverage				
BP 05 26	01-15	Excl of Certified Acts of Terrorism Inv N/B/C				
BP 07 02	07-02	Amendment - Agg Limits of Ins (Per Project)				
CM 00 01	09-04	Commercial Inland Marine Conditions				
IH 00 75	12-13	Computer Systems Coverage Form				
MFM CL00	04-15	Cyber Liability - MFM NetGuard Plus			50,000	
MFMAC004	03-13	Buy Back of Work Performed Exclusion				
MFMAC009	01-15	Blanket Addl Insured - Primary and Non-Cont				
MFMAC010	01-15	Blanket Waiver of Subrogation				
MFMAC015	01-15	Contractors Installation Coverage	ALL	500	\$25,000	
		Max Limit per Location: 25000				
		Max Limit in Transit: 25000				
		Max Limit all Locations: 25000				
MFMAC016	01-15	Contractors Tools and Equipment Coverage				
MFMIL004	07-10	Earlier Notice of Cancellation/NonRenewal				
MFMIL004						

CertainTeed

# Limited Warranty

Asphalt Shingle Products

2017



**CertainTeed**  
SAINT-GOBAIN

Congratulations... and thank you for your recent purchase of one of the fine products from CertainTeed Roofing. Since 1904, CertainTeed has been producing quality roofing products that provide long-lasting beauty and protection for homes of every size, style and age. For over 100 years, the basis for our name, "Quality made certain, satisfaction guaranteed," has been our ongoing philosophy.

Your CertainTeed roofing warranty fully explains how CertainTeed supports its products with the strongest warranty protection available. It is important that you read the warranty section of this brochure. The warranty lists the specific CertainTeed asphalt shingle products that are covered and the period of time for which they are covered. Take the time to understand how CertainTeed protects your purchase by standing behind our products.

## **Limited, Prorated and Transferable Warranty**

This warranty covers asphalt shingle products listed in Table 1, sold only in the United States of America, its territories and Canada.

### **What and Who Are Covered and for How Long**

From the date of installation, CertainTeed warrants to the original property owner/consumer that, when subject to normal and proper use, its shingles will be free from manufacturing defects for the warranty period specified in Table 1. CertainTeed will pay to repair, replace or clean, at its option, any shingles CertainTeed determines are defective under the terms of this Limited Warranty. In the event of repair, replacement or cleaning pursuant to the terms of this Limited Warranty, the warranty applicable to the original shingles shall apply to the repaired, replaced or cleaned shingles and will extend for the balance of the original warranty period.

Lifetime means for as long as the original individual home owner owns the property where the shingles are installed.

The Lifetime warranty period offered for certain shingles in Table 1 is only available to individual homeowners. The warranty period for shingles installed on premises not used by individual homeowners as their residence is limited as specified in Table 1. All property owners, who are not individual homeowners, and all structures not used by individual homeowners as their residence (e.g. corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowner associations or cooperative housing arrangements, apartment buildings, and any other type of building or premises not owned by individual homeowners) called "Other Ownership" are limited to either a 50-year or 40-year warranty period described in Table 1. In addition, for Other Ownership after the SureStart™ Protection period ends, this Limited Warranty covers only manufacturing defects that caused water penetration.

### **SureStart™ Protection**

Because CertainTeed roofing products are manufactured to the highest quality standards, we confidently include the additional assurance of SureStart™ protection. SureStart provides the strongest non prorated protection you can get in the vital early years of your new roof.

All of CertainTeed's shingle products are covered by SureStart protection. Under this warranty feature, CertainTeed, at no charge, will pay to repair or replace, at its option, any shingles CertainTeed determines are defective during the SureStart period. Note: Wind warranty and algae warranty are covered separately as described on page 5. The SureStart period begins on the date of application and terminates following the warranty period specified in Table 1. CertainTeed's maximum liability under SureStart is equal to the reasonable cost of comparable replacement shingles and labor as determined by CertainTeed to replace or repair the defective shingles. Roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty, except for certain products with Lifetime warranty periods specified in Table 1, for which CertainTeed's maximum liability also includes the cost of roof tear-off, metal work, flashing and disposal.

In instances in which CertainTeed, under the terms of this warranty, has agreed to pay the reasonable cost of labor required to repair or replace defective shingles, CertainTeed will determine labor costs by Bluebook® or RS Means® data. CertainTeed will provide reimbursement for labor only upon receipt of a copy of the contractor's invoice or other written evidence of the completion of such work which CertainTeed, in its sole discretion, deems acceptable.

Costs associated with removal or replacement of overburden (items installed over the shingles, including but not limited to, solar panels, satellite dishes and gardens) are the sole responsibility of the property owner.

SureStart protection does not extend to any shingles applied to non-ventilated or inadequately ventilated roof deck systems as determined by CertainTeed, except as stated on page 4. CertainTeed's maximum contribution toward the cost of repairing or replacing defective shingles applied to a non-ventilated or inadequately ventilated roof deck system is calculated using the reasonable cost of comparable replacement shingles as determined by CertainTeed less 1/120th of that amount multiplied by the number of months from the start of the warranty period to the date when CertainTeed determines the shingles are defective. Labor costs, roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty.

## Beyond SureStart™ Protection

After the SureStart Protection period, if CertainTeed determines its shingles have a manufacturing defect, or for Other Ownership, if CertainTeed determines its shingles have a manufacturing defect that caused water penetration, CertainTeed's maximum contribution toward the cost of repairing or replacing defective shingles will be calculated using the reasonable cost of comparable replacement shingles as determined by CertainTeed less the Reduction Figure Per Month, specified in Table 1, for the number of months from the start of the warranty period to the date when CertainTeed determines the shingles are defective. Labor costs, roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty.

TABLE 1

<u>Lifetime Products<sup>A</sup></u>	<u>Warranty Period</u>	<u>SureStart Period</u>	<u>Wind Warranty Miles Per Hour</u>	<u>Algae Resistant Warranty Period<sup>1</sup></u>	<u>Reduction Figure Per Month</u>
Grand Manor® Arcadia Shake™ Presidential Shake® TL Presidential Solaris® Landmark® TL Presidential Shake® (& IR) <sup>2</sup> Carriage House® Belmont™ (& IR) <sup>2</sup> Landmark® Premium Landmark Solaris® (& IR) <sup>2</sup> Landmark® PRO NorthGate® Highland Slate® (& IR) <sup>2</sup> Independence®	Lifetime <sup>A</sup>	10 Years	110 <sup>††</sup>	15	1/600*
<u>Lifetime Products<sup>B</sup></u>	<u>Warranty Period</u>	<u>SureStart Period</u>	<u>Wind Warranty Miles Per Hour</u>	<u>Algae Resistant Warranty Period<sup>1</sup></u>	<u>Reduction Figure Per Month</u>
Landmark® IR <sup>2</sup> Landmark® Hatteras®	Lifetime <sup>B</sup>	10 Years	110 <sup>††</sup>	10	1/600*
<u>20 -, 25 - and 30 - Year Products</u>	<u>Warranty Period</u>	<u>SureStart Period</u>	<u>Wind Warranty Miles Per Hour</u>	<u>Algae Resistant Warranty Period<sup>1</sup></u>	<u>Reduction Figure Per Month</u>
Patriot	30 Years	8 Years	110	10	1/360
XT™ 30 (& IR) <sup>2</sup>	30 Years	5 Years	70	10	1/360
XT™ 25 <sup>3</sup>	25 Years	5 Years	60	10	1/300
CT™ 20	20 Years	3 Years	60	10	1/240
Any shingles applied to any inadequately ventilated roof deck (see footnotes to Table 1 on the next page)	10 years <sup>†</sup>	N/A	N/A	N/A	1/120

## FOOTNOTES TO TABLE 1.

A. The Lifetime Warranty period is only available to individual homeowners. The warranty period for these shingles installed on premises not used by individual homeowners as their residence is limited to 50 years and the SureStart period is 10 years following the installation of the shingles. Roof tear-off, metal work, flashing and disposal expense, incurred during repair or replacement are covered or reimbursed by this Limited Warranty. Limited Warranty transferees during the SureStart™ period are limited to a 50-year warranty period (see section titled "Transfers During the SureStart Period" for details).

B. The Lifetime Warranty period is only available to individual homeowners. The warranty period for these shingles installed on premises not used by individual homeowners as their residence is limited to 40 years and the SureStart period is 5 years following the installation of the shingles. Limited Warranty transferees during the SureStart period are limited to a 40-year warranty period (see section titled "Transfers During the SureStart Period" for details).

\* For Lifetime products, at the completion of the 40th year the reduction figure will remain at 480/600, or 20% of the total maximum liability.

† For details of warranty coverage for shingles installed on inadequately ventilated roof decks on both residential and commercial buildings, see provisions under "Inadequately Ventilated and Non-Ventilated Decks."

†† Wind warranty upgrade – These products are warranted to resist blow-off due to wind velocities, including gusts, up to a maximum of 130 miles per hour during the first fifteen (15) years, provided all of the following conditions are met:

1. The CertainTeed shingles are not applied over existing roof shingles (roof-overs are not permitted).
2. The CertainTeed specified corresponding hip and ridge accessory products are installed as cap shingles (Shadow Ridge®, Cedar Crest®, Shangle Ridge®, Mountain Ridge® Landmark Solaris® (& IR) and Hatters®).
3. The CertainTeed specified corresponding starter shingles are installed along the roof eaves and rakes (Swiftstart®, High-Performance Starter and Presidential® Starter).

(Note: In Florida, CertainTeed will waive the requirement of applying starter shingles along the roof rake if all of the following conditions are met: The applicable building code requires that asphalt roof shingles be embedded in an 8-inch-wide bed of asphalt roofing cement applied along the roof rake edges. And, the shingles are installed and embedded in an 8-inch-wide bed of asphalt roofing cement along the roof rake edges in accordance with the code.)

<sup>1</sup>Algae Resistant Warranty period applies only to the Algae Resistant (AR) version of the pertinent shingle.

<sup>2</sup>CertainTeed's Impact Resistant (IR) versions of Landmark®, Presidential Shake®, Belmont, Highland Slate®, Landmark Solaris®, and XT™30 shingles comply with UL 2218 Impact Resistance of Prepared Roof Covering Materials test criteria at time of manufacture.

<sup>3</sup>The wind warranty for XT™25 shingles installed in Alaska is 90 mph.

## Transferability

This Limited Warranty is transferable, but only by the original property owner/consumer to the first subsequent property owner. After the Limited Warranty has been transferred once, it is no longer transferable. A bank foreclosure or a change of ownership on a deed is deemed a transfer under this Limited Warranty.

## Transfers During the SureStart™ Period

If this Limited Warranty is transferred during the product's SureStart period, the warranty for the new owner is the same as it would have been for the original owner, except for certain products with Lifetime warranty periods where the duration of the transferred warranty will be 50 years or 40 years as specified in Table 1, measured from the beginning of the SureStart period (i.e. the date of installation), and the remaining period of SureStart protection will be available to the subsequent property owner.

## Transfers After the SureStart Period

If this Limited Warranty is transferred by the original property owner/consumer after the SureStart period, the warranty following the transfer will be limited to two (2) years from the date of the transfer. The warranty obligation will be calculated as explained in the section titled "Beyond SureStart Protection."

## Limitations

This Limited Warranty does not provide protection against, and CertainTeed will have no liability for, any failure, defect or damage as a result of, including but not limited to:

- Winds, including gusts, greater than the Wind Warranty MPH in Table 1
- Damage caused by lightning, hailstorm, earthquake, fire, explosion, flood or falling objects.
- Damage caused by tornado, or hurricanes (other than as warranted under Wind Warranty MPH in Table 1).
- Distortion, cracking or other failure or movement of: the base material over which the shingles are applied, the roof deck, or the walls or foundation of the building itself.
- Damage caused by structural changes, alterations or additions, or by the installation of equipment (such as, but not limited to, aerials, signs or air-conditioning equipment) to the building after the original shingles have been applied.

- Shading, stains or discoloration to the shingles arising from outside sources such as, but not limited to, algae (unless blue-green algae as described in the section titled "Limited Algae Warranty"), fungus, moss, lichens or other vegetation, mold or mildew growth, or paints, chemicals or other similar materials.
- Misuse, abuse, neglect, or improper transportation, handling or storage of the shingles.
- Installation of the shingles over non-approved roof decks as more fully explained in CertainTeed's installation instructions published at the time of original installation.
- Damage caused by improper installation or installation not in accordance with CertainTeed's installation instructions published at the time of original installation.
- Damage to the shingles, the roof deck or the structure caused by ice backup or ice damming.
- Damage caused by impact, including such things as tools, equipment or foot traffic.
- Vandalism or acts of war.
- Animals, animal feces or insects.
- Any other cause not a result of a manufacturing defect in the shingles.

Mold and mildew are functions of environmental conditions and are not manufacturing defects. As such, mold and mildew are not covered by this Limited Warranty or any implied warranty.

CertainTeed reserves the right to discontinue or modify any of its products, including the color of its shingles, and shall not be liable as a result of such discontinuance or modification, nor shall CertainTeed be liable in the event replacement material varies in color in comparison to the original product as a result of normal weathering. If CertainTeed replaces any material under this warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

### **Inadequately Ventilated and Non-Ventilated Decks**

Any shingles applied to inadequately ventilated or non-ventilated decks, other than the shingles and deck systems described in the section titled "Insulated Decks and Radiant Barriers," are subject to a reduced limited warranty period of ten (10) years and do not qualify for SureStart Protection. **SureStart™ Protection and the Warranty Period applicable to the shingle are available if CertainTeed determines that the shingle damage was caused exclusively by a manufacturing defect that is unrelated to the inadequate roof system ventilation.**

### **Insulated Decks and Radiant Barriers**

CertainTeed's Limited Warranty, including SureStart Protection, will remain in force when its fiber glass shingles are applied to roof deck assemblies where foam insulation is prefabricated into the roof deck system (often called "nailboard insulation"), where insulation is installed beneath an acceptable roof deck system, or where radiant barriers are installed, with or without ventilation, directly below the deck. Acceptable roof deck surfaces must consist of at least 3/8" thick plywood or 7/16" thick Oriented Strand Board (OSB) and slopes must be 2:12 or greater. If a different deck surface material will be utilized, please contact CertainTeed's Technical Services Department for assistance. (See the following important restrictions.)

The design professional is responsible for ensuring: 1) the proper quality and application of the insulation and/or radiant barrier, 2) the provision of adequate structural ventilation and/or vapor retarders as determined to be necessary, and 3) that all local codes are met (particularly taking into account local climate conditions). Special attention must be taken if cellular foam, fiber glass, cellulose insulation or other highly permeable insulation will be used in an unventilated system, or if the insulation/rafter or insulation/joist planes may create an air leak that could lead to moisture transmission and condensation problems. All these important factors and decisions, while not the responsibility of CertainTeed, are critical to assure proper deck system performance.

### **Ventilated Nail-Base Roof Insulation**

Ventilated Nail-Base Roof Insulation products (e.g. FlintBoard® CV) are made of rigid insulation (typically foam board) and another layer of material that provides air space above the insulation and below the nailable deck (which is typically at least 7/16" thick OSB or 3/8" thick plywood). These products can provide soffit-to-ridge ventilation, and if installed in accordance with the deck manufacturer's instructions to achieve sufficient ventilation, will not reduce the scope or length of CertainTeed's Limited Warranty coverage.

## Limited Algae-Resistant Warranty

Blue-green algae, which is commonly but incorrectly called “fungus,” can create unsightly streaking on shingles. CertainTeed warrants that the Algae-Resistant (AR) versions of the products in Table 1 will remain free from blue-green algae growth (but not mold or mildew growth) which adversely affects the overall appearance of said shingles for a period of ten (10) or fifteen (15) years, as noted in Table 1.

If during the Algae-Resistant Warranty Period specified in Table 1, the overall appearance of the Algae-Resistant shingles is adversely affected by blue-green algae, CertainTeed will pay the reasonable cost to replace or clean at its option, any affected shingles. In the event of replacement or cleaning, for the remainder of the Algae-Resistant Warranty Period, CertainTeed’s maximum contribution towards subsequent replacement or cleaning will be calculated using the Algae-Resistant Warranty Period specified in Table 1, less a prorated adjustment that reflects the number of months that have elapsed from the start of the Algae-Resistant Warranty Period to the date of reoccurrence.

### **WARNING: FOR LOW-VOLUME RAIN AND SALT FOG AREAS**

In areas of low-volume rain (e.g. areas that receive insignificant rainfall during a 90-day period) and/or “salt fog” (e.g. parts of the Southern California coastline), copper released by algae-resistant (AR) granules or shingles can react with aluminum in gutters and cause severe corrosion of the gutters. In such regions, CertainTeed strongly recommends that vinyl or copper gutters, not aluminum gutters, be used with algae-resistant shingles. CertainTeed disclaims all liability and responsibility for any damages that may result from the use of its algae-resistant shingle products with copper granules where gutters containing aluminum are used.

## Limited Wind Warranty

CertainTeed warrants its shingles will resist blow-off damage due to wind velocities, including gusts, up to the maximum wind velocity per the Wind Warranty MPH specified in Table 1 during the first fifteen (15) years of the warranty for Lifetime products and Patriot shingles for the first ten (10) years and during the first five (5) years for all other products listed in Table 1.

CertainTeed’s obligations and liability for shingle blow-off damage during the wind warranty periods as specified above are limited as follows:

- If shingles blow off because the shingle’s self-sealing asphalt strips did not activate, CertainTeed will have no liability or warranty obligation unless CertainTeed is afforded the opportunity to hand seal, at its expense, any non-sealing shingles.
- If shingles blow off even though the shingle’s self-sealing asphalt strips did activate, CertainTeed will furnish replacement shingles without charge, but only for damaged or blown off shingles. CertainTeed will not be responsible for or reimburse labor costs, roof tear-off, metal work, flashing and disposal expenses, or any other costs pertaining to removal or replacement of damaged shingles. Any costs in excess of CertainTeed’s material contribution are the property owner’s responsibility (and may be covered by homeowner’s insurance).
- CertainTeed shall have no liability for any shingles not fastened in accordance with CertainTeed installation instructions published at the time of original installation.
- CertainTeed shall have no liability for any damage to persons or property caused by blown off shingles.
- CertainTeed’s maximum liability during the wind warranty period is the reasonable cost of hand sealing all of the shingles on the roof.

## Flintlastic® SA (Self-Adhering) System

For low slope residential roofing projects less than 2000 square feet (20 squares), CertainTeed offers a limited roof membrane warranty as follows: A 10-year warranty duration on a single ply of Flintlastic SA Cap sheet over a primed plywood roof deck or a 12-year warranty duration for a two-ply system consisting of a Flintlastic SA Nail Base and a Flintlastic SA Cap sheet, provided the Flintlastic products were applied in accordance with CertainTeed’s current installation instructions published at the time of installation.

CertainTeed warrants the roof membrane, subject to the following terms, conditions, limitations, and exclusions, for the duration specified above from the date of completion of the roof membrane installation. If during the duration of this Limited Warranty, a manufacturing defect in the roof membrane causes a leak, CertainTeed or its designated roofing contractor will,

at CertainTeed's sole discretion, repair or replace the roof membrane materials only as necessary to restore it to a watertight condition.

Only manufacturing defects in the roof membrane that cause leaks are covered by this Limited Warranty. CertainTeed's MAXIMUM LIABILITY during the first year of this warranty is the original cost of the CertainTeed membrane materials only. After the first year, CertainTeed's maximum liability is the original cost of the CertainTeed materials used on the roof reduced by 8.3% for 12-year warranty and 10% for 10-year warranty during each subsequent year, less any costs previously incurred by CertainTeed for repair or replacements.

Roof components which are not part of the roof membrane and hence not covered by this Limited Warranty include, but are not limited to, the following: underlying roof deck, insulation, vapor retarders, fasteners, metal work, drains, pitch pans, expansion joints, skylights, vents, plastic accessories, any flashing, decorative or reflective coating, surfacing and/or any aggregates. In no event, however, will CertainTeed be responsible for any costs related to the removal or abatement of any asbestos present in any existing roof system to which the CertainTeed roof membrane is applied.

## What the Customer Must Do

If you believe your shingles have a manufacturing defect, you must promptly notify CertainTeed and provide proof of property ownership and the date of shingle purchase and application. Unless you provide such proof, CertainTeed will use the date of manufacture to calculate the start of the warranty period. In order to properly evaluate and process a warranty claim, CertainTeed may require the property owner to submit a shingle sample to CertainTeed for analysis and/or permit a CertainTeed representative to make repairs to, take photographs of, and/or take samples from the roof, if required. CertainTeed will evaluate each properly reported claim and will repair, replace, clean or reimburse the property owner for the shingles it determines are defective, in accordance with the terms of this Limited Warranty within a reasonable amount of time. For more details about submitting a warranty claim, visit [www.ctroof.com](http://www.ctroof.com) or call (800) 345-1145.

**Please send all notifications and correspondence to:**

**CertainTeed Corporation, 1508 Delp Drive, Harleysville, PA 19438.**

**Attn: CertainTeed Roofing Technical Services Department. Telephone number: 800-345-1145.**

## Warranty Registration (not required)

You may register your product warranty on CertainTeed's website:

[www.certainteed.com/warrantyreg](http://www.certainteed.com/warrantyreg). Each registrant receives a registration confirmation number by return e-mail that can be printed and kept with this Limited Warranty and your proof of purchase. If you do not have internet access, you can register your shingles by sending: (1) your name, address, and telephone number; (2) the name and contact information of the contractor who installed your shingles and the original date of installation; and, (3) the type, color and number of squares of your shingles to: **CertainTeed Corporation, 20 Moores Road, Malvern, PA 19355, Attn: CertainTeed Roofing Technical Services Department.**

CertainTeed will register your information and mail you a confirmation number. Failure to register this warranty does NOT void the warranty or any of its terms.

## For Your Records

Product Purchased: \_\_\_\_\_ Date of Installation: \_\_\_\_\_

Roofing Contractor: \_\_\_\_\_ Contractor's Telephone No. \_\_\_\_\_

This warranty applies to shingles installed during the calendar year of 2017.

(The warranty in effect at the time the material is originally installed is the applicable warranty.)

## Limited Warranty and Limitation of Remedies

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR PROVINCES MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES, AND LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THE DEFECTIVE PRODUCT OR CLEANING ALGAE-RESISTANT SHINGLES IN THE CASE OF ALGAE GROWTH AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS LIMITED WARRANTY EXCEED THE REASONABLE COST OF SHINGLES AND LABOR TO REPLACE OR REPAIR THE DEFECTIVE SHINGLES.

This Limited Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers and/or CertainTeed field representatives.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from State to State, or Province to Province.

### **Roofing Plants and Regional Sales Office**

CertainTeed roofing products are sold by CertainTeed Roofing in nine sales regions. They are manufactured in ten residential roofing plants and one commercial roofing plant. Since the early 1900s, CertainTeed Corporation has been an innovator in the building materials industry and today is a leading manufacturer of building materials including residential and commercial roofing, vinyl siding, composite decking and railing, fiber glass insulation and vinyl fence products. The company is headquartered in Valley Forge, Pennsylvania, and employs more than 7,000 employees at approximately 50 manufacturing facilities throughout North America. Continuing the 100-year commitment of "Quality made certain, Satisfaction guaranteed™," CertainTeed remains one of the most trusted names in the industry. More information is available at [www.certainteed.com](http://www.certainteed.com).

This document is also available in Spanish and French.

Call 1-800-782-8777 or go to [www.certainteed.com](http://www.certainteed.com).

Se puede obtener este documento en español. Favor de llamar 1-800-782-8777.

Ce document est disponible en anglais et en espagnol. Composez le 1-800-782-8777.



### **CertainTeed Corporation**

20 MOORES ROAD MALVERN, PA 19355

#### **ASK ABOUT ALL OF OUR OTHER CERTAINTEED® PRODUCTS AND SYSTEMS:**

ROOFING • SIDING • TRIM • DECKING • RAILING • FENCE  
GYPSUM • CEILINGS • INSULATION

Professional: 800-233-8990 Consumer: 800-782-8777 [certainteed.com](http://certainteed.com)



CertainTeed  
**SureStart™**  
 Strong protection in the early years

**Upgraded 130 mph Wind Warranty Available<sup>¥</sup>  
 Extended Transferable Coverage<sup>£</sup>**

	3-STAR Coverage	4-STAR Coverage	5-STAR Coverage
<b>Lifetime Shingles</b>	20 years	50 years <sup>†</sup>	50 years <sup>†</sup>
Non-Prorated Coverage	✓	✓	✓
Materials & Labor	✓	✓	✓
Tear-off	✓	✓	✓
Disposal		✓	✓
Workmanship			✓ <sup>§</sup>

**NOTE:** XT™25, XT™30 and Patriot shingles carry 10 years with 3-STAR, 20 years with 4-STAR and 25 years with 5-STAR coverage including the features as indicated above.

*SureStart™ PLUS extends the duration and coverage of standard SureStart protection for the installed CertainTeed roofing products. For all other warranty features refer to CertainTeed's Limited Asphalt Shingle Warranty in place at the time your shingles were installed (obtain a copy by calling 800-782-8777 or visit [www.certainteed.com](http://www.certainteed.com))*

<sup>¥</sup> **130 mph wind warranty** available on lifetime products when special application methods are used:

<sup>£</sup> **Fully transferable** for 10 years with 3-STAR Coverage, 12 years with 4-STAR Coverage, and 15 years with 5-STAR Coverage; refer to CertainTeed's limited warranty for details on transfers.

<sup>†</sup> Applies to single-family detached houses. Duration for all other types of structures is limited to 25 years.

<sup>‡</sup> Applies to single-family detached houses. Duration for all other types of structures is limited to 30 years.

<sup>§</sup> Workmanship is covered for 25 years.

**Flat Roof Sections:** If a CertainTeed Flintlastic roof system is part of the job, up to 10 squares will be covered for 12, 15 or 20 years depending upon the specific system installed.

- Flintlastic SA 2-ply system (nailbase and cap sheet) for 12 years
  - Flintlastic SA 3-ply system (nailbase, plybase and cap sheet) for 15 years
  - Flintlastic SA 3-ply system (nailbase, midply and cap sheet) for 20 years
- Refer to the Commercial Systems Specifications Manual for all other Flintlastic systems.

**Why only CertainTeed gives you the confidence of SureStart and SureStart PLUS.**

We can offer this extensive coverage because all CertainTeed roofing products are crafted with quality materials, advanced manufacturing methods and a standard of excellence. That means problems rarely occur.

But just in case a defect arises during the critical early years, CertainTeed protects you with SureStart or SureStart PLUS as follows:

- Coverage of 100% of the cost of shingles to repair or replace defective shingles.
- Coverage of the cost of labor to repair the defective shingles or apply new shingles to replace defective shingles.
- Non-prorated coverage throughout SureStart or SureStart PLUS protection periods.
- Transferable from the original property owner/consumer to the first subsequent owner.
- See the Limited Asphalt Shingle Warranty for details.

learn more at: [certainteed.com/roofing](http://certainteed.com/roofing)



**CertainTeed Corporation**

20 Moores Road  
 Malvern, PA 19355  
[www.certainteed.com](http://www.certainteed.com)

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Professional: 800-233-8990  
 Consumer: 800-782-8777

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The  
 CertainTeed  
 Shingle Warranty  
 that gives you  
 coverage  
 when you  
 need it most.



# SureStart™ and SureStart™ PLUS are 100% coverage...even labor

## Only CertainTeed enhances your shingle warranty with the total assurance of SureStart™

CertainTeed offers a full line of shingles with warranty durations ranging from 20 years to lifetime limited for your assurance over the long term. Yet CertainTeed's exclusive SureStart™ protection offers even more. SureStart provides the best coverage you can get in the vital early years after your new roof has been installed. Here's how SureStart is different from any other coverage. In case of manufacturing defects in CertainTeed shingles during the applicable period, SureStart protection covers...

### 100% of materials

All shingles required to repair or replace the defective product will be provided free. No exceptions.

### 100% of labor

All labor required to repair defective shingles or apply new shingles to replace the defective shingles will be paid by CertainTeed, based on local fair market value for labor. Costs of flashings, metal work, tear-off and disposal are included for Grand Manor®, Carriage House®, Belmont™, Belmont™ (Impact Resistant), Arcadia Shake™, Presidential Shake® TL (& AR), Landmark® TL (& AR), Presidential Shake® (& AR), Presidential Shake® (Impact Resistant), Presidential Solaris®, Highland Slate®, Highland Slate® (Impact Resistant), Landmark® Premium, NorthGate®, Landmark® Pro, Landmark Solaris®, Landmark Solaris® (Impact Resistant) and Independence®.

### Without prorating the cost

Replacement coverage of material and labor is not prorated or otherwise reduced during the applicable SureStart period. The SureStart terms are effective for 3, 5 or 10 years based on the shingle (see SureStart chart).

### And SureStart protection can be transferred!

The CertainTeed warranty with SureStart protection can be transferred from the original consumer to the subsequent property owner during the SureStart period for the remaining duration of the warranty.

### SureStart PLUS Extended Warranty Protection for added peace of mind

When you choose an Integrity Roof System™ installed by a contractor who holds advanced credentials from CertainTeed, you have the opportunity to obtain additional levels of SureStart coverage. The chart on the back shows the benefits of each warranty extension option.

### How can we help?

For additional information or to locate a contractor with CertainTeed credentials, call CertainTeed at 800-782-8777 or visit our website at [www.certainteed.com](http://www.certainteed.com).

### SureStart coverage details

Product	Warranty Period	SureStart Period
Grand Manor®	Lifetime <sup>A</sup>	10 years
Carriage House®	Lifetime <sup>A</sup>	10 years
Arcadia Shake™	Lifetime <sup>A</sup>	10 years
Presidential Shake® TL (& AR)	Lifetime <sup>A</sup>	10 years
Presidential Solaris®	Lifetime <sup>A</sup>	10 years
Presidential Shake® (& AR) (& Impact Resistant)*	Lifetime <sup>A</sup>	10 years
Belmont™ (& Impact Resistant)*	Lifetime <sup>A</sup>	10 years
Landmark® TL (& AR)	Lifetime <sup>A</sup>	10 years
Landmark® Premium (& AR)	Lifetime <sup>A</sup>	10 years
NorthGate®	Lifetime <sup>A</sup>	10 years
Landmark® Pro/Architect 80	Lifetime <sup>A</sup>	10 years
Highland Slate® (& Impact Resistant)*	Lifetime <sup>A</sup>	10 years
Landmark Solaris® (& Impact Resistant)*	Lifetime <sup>A</sup>	10 years
Independence®	Lifetime <sup>A</sup>	10 years
Landmark® (& AR)	Lifetime <sup>B</sup>	10 years
Landmark® (& Impact Resistant)*	Lifetime <sup>B</sup>	10 years
Hatteras®	Lifetime <sup>B</sup>	10 years
Patriot	30 years	8 years
XT™30 (& AR) (& Impact Resistant)*	30 years	5 years
XT™25 (& AR)	25 years	5 years
CT™20	20 years	3 years

A. The Lifetime Warranty period is only available to individual homeowners. The warranty period for these shingles installed on premises not used by individual homeowners as their residence is limited to 50 years and the SureStart period is 10 years following the installation of the shingles. Roof tear-off, metal work, flashing and disposal expense, incurred during repair or replacement are covered or reimbursed by this Limited Warranty. Limited Warranty transferees during the SureStart period are limited to a 50-year warranty period (see section titled "Transfers During the SureStart Period" for details).

B. The Lifetime Warranty period is only available to individual homeowners. The warranty period for these shingles installed on premises not used by individual homeowners as their residence is limited to 40 years and the SureStart period is 5 years following the installation of the shingles. Limited Warranty transferees during the SureStart period are limited to a 40-year warranty period (see section titled "Transfers During the SureStart Period" for details).

\* CertainTeed's Landmark® Impact Resistant and Impact Resistant (IR) versions of Presidential Shake®, Belmont®, Highland Slate®, Landmark Solaris®, and XT™30 shingles comply with UL 2218 Impact Resistance of Prepared Roof Covering Materials test criteria at time of manufacture.



**URL**  
stonebrookroofing.com

**PHONE**  
402.438.5559

**ADDRESS**  
1919 S. 40<sup>th</sup> Street, Ste. 222 – Lincoln, NE 68506

- A. WHEREAS Stonebrook Roofing, Inc. of 1919 S. 40<sup>th</sup> St., Ste. 222; Lincoln, NE 68506, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
1. **Owner:** XXX
  2. **Address:** XXX
  3. **Area of Work:** Asphalt Shingle Roofing
  4. **Installation Date:** XXX
  5. **Warranty Period:** 2 years from date of install
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks found to be the direct result of faulty workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents caused by:
    - a. Lightning;
    - b. Sustained wind speed exceeding 72 mph;
    - c. Fire;
    - d. Failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
    - e. Faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions, and penetrations of the work;
    - f. Vapor condensation on bottom of roofing; and
    - g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
  2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
  3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
  4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations, would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
  5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said changes affects work covered by this Warranty.
  6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
  7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.
- E. IN WITNESS THEREOF, this instrument has been duly executed this        day of        2017.

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_





**URL**

stonebrookroofing.com

**PHONE**

402.438.5559

**ADDRESS**

1919 S. 40<sup>th</sup> Street, Ste. 222 – Lincoln, NE 68506

**REFERENCES**

**PREPARED BY:**

AJ McVey  
Director of Estimating  
[amcvey@stonebrookroofing.com](mailto:amcvey@stonebrookroofing.com)  
Phone (402) 438-5559

**PREVIOUS PROJECT LIST OF SIMILAR PROJECTS (ASPHALT ROOFING)**

<b>Project Name &amp; Address</b>	<b>Contact Name</b>	<b>Completion Date</b>	<b>Contract Amt.</b>	<b>Type of Roofing</b>
<b><i>Commercial Investment Properties</i></b> Multiple Addresses Lincoln, NE Omaha, NE	David Noecker - (402) 434-7368	Multiple dates	>\$10,000,000	Asphalt shingles
<b><i>Good Samaritan Society</i></b> Multiple Address Arapahoe, NE Syracuse, NE Beatrice, NE Ravenna, NE	Tim Slowey - (605) 362-2259	Multiple dates	>\$1,000,000	Asphalt shingles
<b><i>St. Michael's Catholic School</i></b> 9101 S. 78 <sup>th</sup> Street Lincoln, NE	Rev. Kenneth Borowiak (402) 488-1313	Fall 2016	\$150,000	Asphalt shingles
<b><i>Tamarin Ridge Apartments</i></b> 2450 Tamarin Ridge Road Lincoln, NE	Chad Wiles (402) 438-3230	Fall 2017	>\$500,000	Asphalt shingles
<b><i>East Lake Flats</i></b> 7100 S. 88 <sup>th</sup> Street Lincoln, NE	Chad Wiles (402) 438-3230	Fall 2017	>\$350,000	Asphalt shingles



# GENERAL SPECIFICATIONS

## ROOF REPLACEMENT FOR WAVERLY BUILDINGS AND SALT DOME

### 1. GENERAL NOTICE

- 1.1 Lancaster County, hereinafter referred to as Owners, are requesting bids from qualified firms, hereinafter referred to as Vendor(s) for the site prep, roof replacement of a salt dome and two (2) small buildings for the Waverly Maintenance Shop located at 141<sup>st</sup> and Oldfield Street, Waverly, NE.
  - 1.1.1 Contractor must verify roof area square footage during pre-bid meeting.
  - 1.1.2 Salt dome estimated 65.36 squares.
  - 1.1.3 Small building estimated 24.36 squares.
  - 1.1.4 **Waverly main building is located at 13959 Oldfield St, Waverly, NE.**
  - 1.1.5 Contractor must verify roof area square footage during pre-bid meeting.
  - 1.1.6 Estimated 50.32 squares.
- 1.2 The Vendor shall include all costs associated with the labor, supervision, materials, supplies, permits and licenses required to perform the services requested in these Specifications and other bid documents.
  - 1.2.1 Any mention of compliance with the General Specifications shall also mean the compliance according to the terms of all other documents attached to or referenced in the bid.
- 1.3 Contract will be awarded to the Vendor whose bid substantially meets all of the required specifications, duties, terms and conditions as defined in this request.
- 1.4 The Owners are requesting that construction begin according to the dates listed in these Specifications.
- 1.5 The Owners will award the contract to the Vendor who is the lowest, responsible, responsive bidder and whose bid will be most advantageous to the Owners.
- 1.6 The Owners will execute a firm-fixed contract for the work to be performed under the terms of an awarded contract.
  - 1.6.1 The Owners reserve the right to allow adjustments to the contract should there be a substantial change in the nature of the work involved.
    - 1.6.1.1 Such adjustments must be made in the form of a written contract amendment signed by both the Vendor and the Owners at the time of the change.
- 1.7 Any deviation from these Specifications or any other bid document must be documented on Company Letterhead and attached to the Supplier Response section of your e-bid response.
- 1.8 Vendor must submit their bid and all attachments via the City/County e-bid system.
  - 1.8.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Dept.
  - 1.8.2 To register, go to the City of Lincoln website; [lincoln.ne.gov](http://lincoln.ne.gov)  
type e-bid in search box  
click on "supplier registration"  
follow instructions to completion.
- 1.9 All inquiries regarding these specifications shall be directed via e-mail request to Sharon Mulder, Asst. Purchasing Agent ([smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)).
  - 1.9.1 These inquiries and/or responses shall be distributed to prospective Vendors as an electronic addenda.
  - 1.9.2 All inquiries must be submitted to the Purchasing Office 5 days prior to the bid opening.
  - 1.9.3 Vendors are not allowed to discuss this Proposal with any County employee, Engineer/Architect or elected official other than the City/County Purchasing Staff through the award process.
    - 1.9.3.1 Failure to follow this requirement may result in immediate disqualification of your bid.
- 1.10 A bid bond is required in the amount of 5% of the total bid amount at time of bid submission.
  - 1.10.1 A certified check made payable to the County Treasurer is acceptable.

- 1.11 A Performance and Payment bond in the full amount of the contract will be required at time of contract award.
- 1.12 Work may be performed at the job site during operating hours which are from 7am - 3pm, Monday - Friday.
- 1.13 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.14 Vendors are encouraged to attend a pre-bid meeting on Tuesday, September 19, 2017 at 1:00 p.m. at the site to familiarize themselves with the scope of the work, the arrangement and layout of the building, surrounding area and the particularities of the overall operation.
  - 1.14.1 Vendors shall meet at the roof replacement site which is located at 141<sup>st</sup> & Oldfield, Waverly, NE.
- 1.15 Progress payments shall be made by the County through the Construction Administrator and Owner Representative for documented work completed during the project.
  - 1.15.1 At no time will the County make payment for work that has not been completed or approved.
  - 1.15.2 The Construction Administrator will provide the documentation and requirements for progress payments to the awarded Vendor upon Notice To Proceed.
  - 1.15.3 Payments will be made as requested and approved by the Construction Administrator with retention amounts following the City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans .
- 1.16 The Owners Representative for this project will be Ron Bohaty of the County Engineering Department.
- 1.17 The roof replacement shall be done on the salt dome first and shall be completed thirty (30) days upon notice to proceed unless adverse weather conditions exist and don't allow it.
  - 1.17.1 Awarded contractor shall be communicating with the Contractor Administrator if adverse weather conditions exist.
  - 1.17.2 The small and large building roof replacements shall follow with a completion date of thirty days from completion of salt dome roof replacement unless adverse weather conditions exist and don't allow it.
  - 1.17.3 Awarded contractor shall be communicating with the Contractor Administrator if adverse weather conditions exist.
- 1.18 Contractor shall maintain existing building functions and utilities in service and protect the general public, buildings and landscape against damage during all portions of the project.
  - 1.18.1 The contractor's operation shall not obstruct streets, walks or other occupied or used facilities without permission from the Project Manager or his designated representative.

**2. CONTRACTOR INSURANCE**

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

**3. QUALIFICATIONS OF THE BIDDER**

- 3.1 The Owner may investigate as deemed necessary to determine the ability of the Vendor to perform the required work, and the Vendor shall furnish to the Owners all such information and data for this purpose.
- 3.2 No Vendor will be considered who is not at the present time actively engaged in the performance of metal building construction services and site prep, and who cannot clearly demonstrate to the satisfaction of the Owners, his/her ability to satisfactorily perform the work in accordance with the requirements of this specification and standards of the industry.
- 3.3 Vendor shall provide at least three current references for other customers where similar services have been provided.
  - 3.3.1 Reference responses shall be attached to the Response Attachment section of your e-bid response.

**4. REMOVAL, DISPOSAL AND SITE RESTORATION**

- 4.1 The Vendor shall remove from the site and dispose of all material, debris, installation materials and adhesives in accordance with all Local, State and Federal regulations.
  - 4.1.1 Vendors are strongly encouraged to recycle metal, concrete and any other material in order to reduce the amount of waste going to the City Landfill.
- 4.2 The existing roof system shall be removed, all layers of existing shingles roofing down to the roof deck.
- 4.3 The Vendor shall remove from the site and dispose of all material, debris, installation materials and adhesives in accordance with all the current Local, State and Federal regulations.
- 4.4 Conduct removal and disposal operations to prevent injury to passers by, adjacent buildings, vehicles and other facilities.
- 4.5 Vendor shall promptly repair any damages caused to adjacent facilities by demolition operations and restore the work site to its original condition at no cost to the County.
- 4.6 After removal of the existing roofing system, the Vendor shall clean the substrate of dust, dirt, debris and other substances.

**5. ROOF REQUIREMENTS**

- 5.1 Vendor must comply with City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans (including General Provisions and Requirements, and Material and Construction Specifications) throughout the completion of the project provided they do not interfere with the other documents attached to the bid.
  - 5.1.1 Any deviation to the Lincoln Standard Plans, Specifications, or Plans and Drawings must be addressed as part of the bid response prior to bid closing.
  - 5.1.2 Any deviation from the Lincoln Standard Plans, Specifications or Plans and Drawings which may arise during construction must be addressed and approved by the Construction Administrator and Owner prior to completion of work, with a contract amendment being issued as necessary.
- 5.2 The materials, products and equipment described in the bid establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
  - 5.2.1 Any request for substitution of the products listed must be submitted to the purchasing Department prior to bid closing.
  - 5.2.2 Requests for substitutions will be addressed via an addendum to all Vendors through the e-bid system.
  - 5.2.3 No substitutions will be considered after the contract award unless specifically provided for in contract documents.
- 5.3 The Vendor is responsible for obtaining and paying of all fees and charges associated with permits or licenses required to complete the work for this project.
- 5.4 Vendors will be given a location to park vehicles and stage equipment during the term of the project.

- 5.5 Vendor takes full responsibility for all of their employees and any subcontractors who are hired to work on the project.
- 5.6 Vendor shall inspect the exposed roof deck for soundness.
- 5.7. Any areas of roof decking, underlying framework or roof edge fascia which are found to be damaged, rotted shall be replaced or repaired before the new roofing is installed.
- 5.8 All debris shall be removed and legally disposed of.
- 5.9 Shingles
  - 5.9.1 Manufacturer
  - 5.9.2 Tamko Heritage shingles or equivalent or better with appropriate accessories.
    - 5.9.2.1 Shingle color shall be determined by owner.
  - 5.9.3 Shingles shall be architectural type with new felt.
  - 5.9.4 Install new ridge cap shingles.
  - 5.9.5 Install new drip edge.
  - 5.9.6 Install new metal flashing, 14'
- 5.10 A minimum of 24 gauge galvanized steel with prefinished in standard color shall be installed.
  - 5.10.1 Install new roof vents
  - 5.10.2 Install step flashing and rolled roofing on entrance.
- 5.11 Shingles installed on surfaces greater than a 12/12 pitch shall be set using shingle adhesive per manufacturer's installation instructions.

## **6. PROJECT COMPLETION**

- 6.1 The roof replacement shall be done on the salt dome first and shall be completed thirty (30) days upon notice to proceed unless adverse weather conditions exist and don't allow it.
  - 6.1.1 Awarded contractor shall be communicating with the Contractor Administrator if adverse weather conditions exist.
  - 6.1.2 The small and large building roof replacements shall follow with a completion date of thirty days from completion of salt dome roof replacement unless adverse weather conditions exist and don't allow it.
- 6.2 Vendor must complete the project according to the agreed upon contract completion date which will be listed in the contract documents.
  - 6.2.1 Failure to complete the project by the contract date shall result in the charging of liquidated damages according to the terms listed in the City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans.
  - 6.2.2 Delays caused by the Owners or other factors not in the control of the Vendor will result in an extension of the project and an amendment to the contract.
- 6.3 All work performed under the terms of this bid and subsequent contract documents shall be guaranteed for a minimum period of one year from date of final completion of the project or longer according to the terms of the manufacturers standard agreement.
- 6.4 Job shall be completed according to industry standards with approval of completion and final payment being made by the Construction Administrator and the Owners.

## **7. WARRANTY**

- 7.1 The completed roofing system shall be inspected by the specified manufacturer and certified that the system has been installed in accordance with their specifications and recommendations.
- 7.2 The completed roofing system shall carry a manufacturer's standard warranty.
- 7.3 Please attach manufacturer's standard warranty information in the Vendors Response Attachment Section of the e-bid.

- 7.4 A contractor's guarantee against leaks due to defects or workmanship shall be included and included in the attributes.

**8. EVALUATION CRITERIA**

- 8.1 Evaluation of bids will consist of the following:
  - 8.1.1 Total price of contract and other pricing factors that will amount to the best value to the Owners.
  - 8.1.2 Ability to provide service as required in this Specification.
  - 8.1.3 Deviations from these Specifications.
  - 8.1.4 References

**ADDENDUM #1**  
**Issue Date:**  
**09/26/2017**  
**Bid No. 17-258**  
**ROOF REPLACEMENT FOR WAVERLY BUILDINGS AND SALT DOME**

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.

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

**QUESTIONS / CLARIFICATIONS**

1. In the specifications, Section 1.1.6, current Maintenance Building is the building that the measurements are referring too.
2. Delete 3.2 in the specifications, does not pertain to this project.
3. Will the contract be awarded to one (1) or more contractors?
  - a) The County may award to one (1) or more depending what is in the best interest of the County.
4. The sides of the entrance on the salt done are shingled. Then added an Attribute for warranty issues pertaining to this.
5. Attached the pre-bid attendee list in the Bid Attachment Section.
6. Added a bid line Attribute for bidders to include the manufacturer of shingles.

**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  
Assistant Purchasing Agent

	A	C	F	G
1	<b>Roof Replacement for Waverly Buildings and Salt Dome</b>			
2	Sign in Sheet for All Attendees: September 19, 2017 at 1:00 p.m.			
3				
4				
5	<b>NAME</b>	<b>COMPANY</b>	<b>PHONE NUMBER</b>	<b>E-MAIL ADDRESS</b>
6	Sharon Mulder	City/County Purchasing	402-441-7428	smulder@lincoln.ne.gov
7	Doug Woebe	Carlson Projects Inc	402-429-5932	dougw.carlsonprojects@gmail.com
8	Sarah Ryan	Paladin LLC	402-681-1387	sarah@paladin.construction
9	Nick Hoffmann	Paladin LLC	402-208-9679	nick@paladin.construction
10	Pon Reiner		402-572-6407	reiner@cox.net
11	Jim White		309-392K9159	JA.Speed.Space@altice.com
12	Joe Grant	10 Mun LLC	402-991-0048	10.mun@lir.com
13	Ron Bohaty	LANCASTER County	402-441-7775	RBOHATY@LANCASTER.NE.GOV
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# LANCASTER COUNTY

## Employee Classification Act Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.  
This includes endorsements and waivers as required below.**

**All Vendors must comply with Sections 2-7.**

\*Indicates Endorsement Form is required.

**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 Agreement 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 \$25,000.00 per occurrence. 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 endorsements evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements and waivers described herein and below before being permitted to begin the work or project. All certificates, endorsements and endorsement forms (where required) must be acceptable to the City Attorney or County Attorney as appropriate. Certificates 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 Agreement 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.

**1. Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 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\***

An Additional Insured Endorsement Form showing the City/County/PBC as Additional Insured for Commercial General Liability, Auto Liability and such other coverage as may be required by the City/County/PBC.

**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 \$500,000.00 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation. The contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

**1.5 Builder's Risk Insurance\***

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

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

**1.5.1 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.

**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.

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

**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 Agreement, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor.

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

**1.8 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 an endorsement (ISO® form CG24170193 or newer) that removes or deletes any exception for such work in the Contractor's commercial general liability policy. Any endorsement not described herein shall be subject to the approval of the City/County/PBC Attorney.

**1.8.1 Railroad Protective Liability**

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

**1.9 Cyber Insurance\***

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000.00. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement.

**2. 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.

**3. 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.

**4. 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.

**5. 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.

**6. 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.

**7. Sovereign Immunity**

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

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

#### 3. **BIDDER'S REPRESENTATION**

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

#### 4. **INDEPENDENT PRICE DETERMINATION**

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

**5. CLARIFICATION OF SPECIFICATION DOCUMENTS**

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

**6. ADDENDA**

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

**7. ANTI-LOBBYING PROVISION**

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

**8. BRAND NAMES**

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

**9. DEMONSTRATIONS/SAMPLES**

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

**10. DELIVERY (Non-Construction)**

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

**11. WARRANTIES, GUARANTEES AND MAINTENANCE**

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

## **12. ACCEPTANCE OF MATERIAL**

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

## **13. BID EVALUATION AND AWARD**

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

## **14. INDEMNIFICATION**

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

## **15. TERMS OF PAYMENT**

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

## **16. LAWS**

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

## **17. EQUIPMENT TAX ASSESSMENT**

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

**18. AFFIRMATIVE ACTION**

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

**19. INSURANCE**

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

**20. EXECUTION OF CONTRACT**

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

**21. TAXES AND TAX EXEMPTION CERTIFICATE**

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

**22. E-VERIFY**

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

**Advertise 2 times**  
**Wednesday, September 13, 2017**  
**Wednesday, September 20, 2017**

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

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Wednesday, September 27, 2017** for providing the following:

**Roof Replacement for Waverly Buildings and Salt Dome**  
**Bid No. 17-258**

*A pre-bid meeting will be held Tuesday, September 19, 2017 at 1:00 p.m., at the Waverly County Shop, 13959 Old Field Street, Waverly, NE. All interested Vendors are strongly encouraged to attend.*

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To register go to: [lincoln.ne.gov](http://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](mailto:purchasing@lincoln.ne.gov)