

A-88191
C-14-0045

CONTRACT DOCUMENTS

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

**ANNUAL REQUIREMENTS
FOR
INSPECTION, TESTING AND MAINTENANCE OF
SPRINKLER ALARM SYSTEM AND BACKFLOW PREVENTERS**

Bid No. 14-034

**Nifco Mechanical Systems, Inc.
500 Blue Heron
Lincoln, NE 68522
(402)477-0666**

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

THIS CONTRACT, made and entered into this _____ day of _____ 2014, by and between **Nifco Mechanical Systems, Inc., 500 Blue Heron, Lincoln, NE 68522**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

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

For providing **Annual Requirements for Inspection, Testing and Maintenance of Sprinkler Alarm System and Backflow Preventers, Bid No. 14-034** and,

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

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

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

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

Agreement to full proposal

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

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed \$7,200.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$42,400.00 during the contract term without approval. The total cost of products or services for the Public Building Commission shall not exceed \$18,800.00 during the contract term without approval by the Board of the Public Building Commission. Contractor shall not start testing Pinnacle Bank Arena until September 2014, and County Youth Services until October 2015. Services which were for Community Mental Health Center, Line 20 thru 20.3 of Contractors proposal, will now be provided to the newly named Mental Health Crisis Center, on the 2nd floor.

Contract pricing shall be for system equipment maintenance, testing and inspection of fire sprinkler systems and backflow preventers. Maintenance repairs of sprinkler system equipment and backflow preventers under \$10,000.00 shall be quoted prior to work performed using the Unit Price Quote Form. Repairs exceeding \$10,000.00 must go through the City of Lincoln/Lancaster County/Lancaster County Public Building Commission Purchasing Department for approval.

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

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.

8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a four (4) year term.

9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Specifications
 4. Instructions to Bidders
 5. Insurance Requirements
 6. Sales Tax Exemption Form 13

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

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

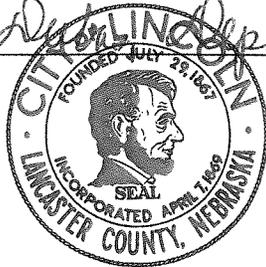
IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Sandy R. Decker

 City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler

 Chris Beutler, Mayor

Approved by Resolution Number A-88191

Dated April 14, 2014

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Rod Cooper

 Public Building Commission Attorney

Larry Hudis

 Chairperson, Public Building Commission

Dated _____

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

6 Bruce Behrens
County Law

The Board of County Commissioners of
Lancaster, Nebraska

Bob Schart
Brett Snay
Nancy Hudson
Joe Powell
Kona Behrens

Dated 5/20/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Michael M. W. H. (SEAL)
Secretary

NIFED MECHANICAL SYSTEMS
Name of Corporation

500 BLUE HERON DR LINCOLN NE 68502
(Address)

By: Mark D. C.
Duly Authorized Official

PRESIDENT
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68508	
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	Contact
Bid Number	14-034	Department		Department
Title	Annual Requirements for Inspection, Testing and Maintenance of Sprinkler Alarm System and Backflow Preventers	Building	Suite 200	Building
		Floor/Room		Floor/Room
		Telephone	1 (402) 441-8313	Telephone
		Fax	1 (402) 441-6513	Fax
Bid Type	Quote	Email	rhinze@lincoln.ne.gov	Email
Issue Date	01/22/2014			
Close Date	2/5/2014 12:00:00 PM CT			
Need by Date				

Supplier Information

Company Nifco Mechanical Systems, Inc
 Address 500 Blue Heron
 Lincoln, NE 68522

Contact
 Department
 Building
 Floor/Room
 Telephone 402 (477) 0666
 Fax 402 (477) 2314
 Email
 Submitted 2/4/2014 3:35:52 PM CT
 Total \$8,900.00

Signature _____

Supplier Notes

Please see 3 attachments

Bid Notes

Bid Activities

Bid Messages

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	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
4	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(A) Yes (B) No (C) 4 years
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	Bid Bond Submission - City	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 City Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response 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. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have scanned and attached my bid bond.
9	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
10	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
11	Additional Backflow Preventer Testing	List your price for each additional backflow preventer testing (Domestic Containment, Boiler, Water Cooled Ice Maker etc.) while at the job site.	\$50.00
12	Fire Sprinkler System Fee	List your cost for each additional Wet/Dry Pipe Riser Inspection	\$100.00

- | | | | |
|----|--|--|--|
| 13 | Service Calls and/or Emergency Service Calls | Can your Company provide service and repairs as needed on the equipment being bid?
If yes, what is your Service Call and/or Emergency Service Call Rates? List your ____ Per Hour, ____ After Hours, ____ Weekend and Holiday rate.
If no, list which line item you are not able to provide service and repairs for. ____ | \$80.00/Hour, \$120.00 After Hours, \$160.00 Weekend and Holiday |
| 14 | Parts Replacement | Will your Company provide a discount for all parts? ____Yes/No.
If so, explain your discount? ____. | No |
| 15 | References | List two references including a contact person, address, telephone number and a listing of the type of work completed for them. Information can be listed in this section or attached to the response attachment section of your bid.
ONE REFERENCE MUST BE A CORRECTION TYPE FACILITY. | Yes |
| 16 | Bid award | I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.

If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response. | Yes |
| 17 | Page 2 - Attachments | Please note that there is a page 2 of Attachments that you must review as part of your bid. | Yes |
| 18 | Contact | Name of person submitting this bid: | John Kramer |
| 19 | Electronic Signature | Please check here for your electronic signature. | Yes |

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	County/City Building - 555 South 10th Street	\$500.00

Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	1	EA	Fire Sprinkler System Testing and Inspection	450.00

Supplier Notes:

1.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier Notes:

1.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier Notes:

2	1	PKG	Hall of Justice - 575 South 10th Street	\$400.00
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Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
2.1	1	EA	Fire Sprinkler System Testing and Inspection	350.00

Supplier Notes:

2.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier Notes:

2.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier Notes:

3 1 PKG Lincoln Lancaster County Health - 3140 "N" Street \$200.00

Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
3.1	1	EA	Fire Sprinkler System Testing and Inspection	150.00

Supplier Notes:

3.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier Notes:

3.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier Notes:

4 1 PKG "K" Street Complex - 440 South 8th Street \$500.00

Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
4.1	1	EA	Fire Sprinkler System Testing and Inspection	250.00

Supplier Notes:

4.2	1	EA	Full Flow Fire Pump Testing and Inspection	200.00
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Supplier Notes:

4.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier Notes:

5 1 PKG Court House Plaza - 633 South 9th Street \$150.00

Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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5.1	1	EA	Fire Sprinkler System Testing and Inspection	100.00
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Supplier
Notes:

5.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

5.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

6	1	PKG	LPD Service Sub Station - 1501 N 27th Street	\$200.00
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Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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6.1	1	EA	Fire Sprinkler System Testing and Inspection	150.00
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Supplier
Notes:

6.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

6.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

7	1	PKG	Lincoln Police Station - 4843 Huntington Ave	\$200.00
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Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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7.1	1	EA	Fire Sprinkler System Testing and Inspection	150.00
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Supplier
Notes:

7.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

7.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

8	1	PKG	Downtown Senior Center Aging - 1005 "O" Street	\$150.00
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Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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8.1	1	EA	Fire Sprinkler System Testing and Inspection	100.00
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Supplier
Notes:

8.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

8.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

9	1	PKG	Public Works Theresa Street Wastewater Treatment Plant - 2400 Theresa Street	\$150.00
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Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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9.1	1	EA	Fire Sprinkler System Testing and Inspection	100.00
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Supplier
Notes:

9.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

9.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

10	1	PKG	Public Works Northeast Wastewater Treatment Plant - 7000 North 70th Street	\$150.00
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Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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10.1	1	EA	Fire Sprinkler System Testing and Inspection	100.00
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Supplier
Notes:

10.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

10.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

11	1	PKG	Startran - 710 "J" Street	\$350.00
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Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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11.1	1	EA	Fire Sprinkler System Testing and Inspection	300.00
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Supplier
Notes:

11.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

11.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

12 1 PKG Lincoln Landfill Maintenance Shop - 5101 North 48th Street \$200.00

Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
12.1	1	EA	Fire Sprinkler System Testing and Inspection	150.00

Supplier Notes:

12.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier Notes:

12.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier Notes:

13 1 PKG Parks and Recreation F Street Recreation Center - 1225 F Street \$300.00

Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
13.1	1	EA	Fire Sprinkler System Testing and Inspection	250.00

Supplier Notes:

13.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier Notes:

13.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier Notes:

14 1 PKG County Motor Vehicle Department - 625 N. 46th Street \$150.00

Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
14.1	1	EA	Fire Sprinkler System Testing and Inspection	100.00

Supplier
Notes:

14.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

14.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

15	1	PKG	Information Services - 233 South 10th Street	\$250.00
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Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
15.1	1	EA	Fire Sprinkler System Testing and Inspection	200.00

Supplier
Notes:

15.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

15.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

16	1	PKG	Public Works Engineering Services - 901 West Bond Street	\$250.00
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Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
16.1	1	EA	Fire Sprinkler System Testing and Inspection	200.00

Supplier
Notes:

16.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

16.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier Notes: An additional charge of \$200.00 will be applied to the testing of this backflow to comply with confined space requirements as defined by OSHA.

17	1	PKG	Public Works Engineering Services - 949 West Bond Street	\$200.00
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Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
17.1	1	EA	Fire Sprinkler System Testing and Inspection	150.00

Supplier
Notes:

17.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

17.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

18	1	PKG	Lincoln Fire and Rescue Station #4 - 5600 South 27th Street	\$150.00
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Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
18.1	1	EA	Fire Sprinkler System Testing and Inspection	100.00

Supplier
Notes:

18.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

18.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

19	1	PKG	Lincoln Fire and Rescue Station #14 - 5435 Northwest 1st Steet	\$150.00
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Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
19.1	1	EA	Fire Sprinkler System Testing and Inspection	100.00

Supplier
Notes:

19.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

19.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

20	1	PKG	Community Mental Health Center - 2200 St. Marys Avenue	\$200.00
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Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
20.1	1	EA	Fire Sprinkler System Testing and Inspection	150.00

Supplier
Notes:

20.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

20.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

21 1 PKG County Youth Services Detention Center - 1200 Radcliff Street \$250.00

Item Notes: This location is under contract at this time. Awarded vendor will take over this location as the current contract expires.

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
21.1	1	EA	Fire Sprinkler System Testing and Inspection	200.00

Supplier Notes:

21.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier Notes:

21.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier Notes:

22 1 PKG Amtrak \$150.00

Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
22.1	1	EA	Fire Sprinkler System Testing and Inspection	100.00

Supplier Notes:

22.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier Notes:

22.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier Notes:

23 1 PKG Ashland Water Systems \$350.00

Item Notes:

Supplier Notes: All-or-nothing basis

Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
23.1	1	EA	Fire Sprinkler System Testing and Inspection	300.00

Supplier
Notes:

23.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

23.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

24	1	PKG	Bennet Martin Library - 136 South 14th Street	\$200.00
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Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
24.1	1	EA	Fire Sprinkler System Testing and Inspection	150.00

Supplier
Notes:

24.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

24.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

25	1	PKG	Eisley Library - 1530 Superior Street	\$200.00
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Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
25.1	1	EA	Fire Sprinkler System Testing and Inspection	150.00

Supplier
Notes:

25.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

25.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

26	1	PKG	Gere Library - 2400 South 56th Street	\$200.00
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Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
26.1	1	EA	Fire Sprinkler System Testing and Inspection	150.00

Supplier
Notes:

26.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

26.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

27	1	PKG	Walt Library - 6701 S 14th Street	\$200.00
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Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
27.1	1	EA	Fire Sprinkler System Testing and Inspection	150.00

Supplier
Notes:

27.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

27.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

28	1	PKG	County Corrections (New Jail) - 3801 West "O" Street	\$500.00
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Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
28.1	1	EA	Fire Sprinkler System Testing and Inspection	450.00

Supplier
Notes:

28.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

28.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

29	1	PKG	Holmes Golf Club House - 3701 South 70th	\$200.00
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Item Notes: There is not attachment for this location.

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
29.1	1	EA	Fire Sprinkler System Testing and Inspection	150.00

Supplier
Notes:

29.2	1	EA	Full Flow Fire Pump Testing and Inspection	No Bid
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Supplier
Notes:

29.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	50.00
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Supplier
Notes:

30 1 PKG Pinnacle Bank Arena Lump Sum for all locations. \$1,850.00

Item Notes: This location is under contract. Awarded vendor will take over this location as the current contract expires.

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
30.1	1	EA	Fire Sprinkler System Testing and Inspection as needed for populated areas of 1st and 2nd floor.	1,400.00

Supplier Notes:

30.2	1	EA	Full Flow Fire Pump Testing and Inspection as needed for populated areas of 1st and 2nd floor.	400.00
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Supplier Notes:

30.3	1	EA	Fire Service Backflow Preventer Testing and Inspection as needed for populated areas of 1st and 2nd floor.	50.00
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Supplier Notes:

31 1 PKG Lincoln Fire and Rescue Station #2 - 1545 N. 33 Street

Item Notes:

Supplier Notes: All-or-nothing basis
Test Frequency - 1 Annual Inspection

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
31.1	1	EA	Fire Sprinkler System Testing and Inspection	

Supplier Notes:

31.2	1	EA	Full Flow Fire Pump Testing and Inspection	
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Supplier Notes:

31.3	1	EA	Fire Service Backflow Preventer Testing and Inspection	
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Supplier Notes:



NIFCO MECHANICAL SYSTEMS INC.

500 Blue Heron Dr. Lincoln, NE 68522 PH: 402-477-0666 Fax: 402-477-2314

Fire Sprinkler Inspection Contract

This agreement made between Nifco Mechanical Systems, hereinafter called "Company", and City of Lincoln/Lancaster County, hereinafter called "Subscriber", whose billing address is 440 South 8th street Lincoln, Ne 68508. Subscriber owns and/or occupies and/or manages the buildings listed on attached bid document #14-034.

City Of Lincoln/Lancaster County

Located at the buildings described in bid document #14-034 wherein there is now installed the following water based fire extinguishing equipment: (Indicated by "X")

- Automatic Sprinkler System(s)
- Fire Pump(s)
- Backflow Preventer(s)
- OTHER:

The Subscriber has contracted with Company to inspect said equipment as described in the attached bid document #14-034

Test Frequency - 1 Annual Inspection

1. Company shall visually inspect said installation(s) at the frequency shown above and shall promptly report to Subscriber the conditions noted or observed during an inspection. However, as per NFPA 25, the Contractor is not responsible for confirming that the existing water supply satisfies the current system demand nor the system was designed and/or installed correctly at the time of installation or during any subsequent alterations.

Maintenance or repairs of equipment denoted as deficient during the inspection are not considered part of this agreement and will be repaired or replaced under separate contract. Service work requested will be performed at standard day work rates under a separate work order. The contractor shall either obtain Subscriber's prior authorization to proceed with additional work or shall furnish the Subscriber with an estimated price before the additional work is performed.

2. In connection with any automatic sprinkler system on Subscriber's premises as defined above, Company shall:
 - a) Inspect each control valve in Subscriber's system and leave in its normal open or closed position by means of wire seal, if not locked or supervised.
 - b) Inspect all fire sprinkler system related equipment as noted above.
 - c) Test all alarm switches associated with the fire sprinkler system.
 - d) Conduct water flow tests at each system main drain.
 - e) Conduct water flow tests at each wet-pipe system inspector's test connection.
 - f) Maintain water pressure (static and residual) records in order to note and investigate changes.
 - g) Conduct trip tests once per year for dry valves.
 - h) Maintain main drain water pressure (static and residual) records to note and allow investigation of changes.
 - i) Visual inspections conducted from floor level of system components concerning the condition of sprinkler heads, branch lines, risers, cross mains, hangers and other related segments of the systems involved in accordance with applicable and adopted NFPA 25 Standards.
 - j) Fill out *Standard Form of Inspection Report* and submit written reports and recommendations to Subscriber of each inspection performed and the results of the inspection.
 - k) Unless otherwise specified, all inspections will be conducted between Monday & Friday, 7:00am - 4:00pm

3. Assistance from one of the subscriber's staff may be required to perform non-technical duties such as silencing and acknowledging alarms as they are received at the fire alarm panel. For an added charge and at the Subscriber's request,

FIRE SPRINKLER INSPECTION CONTRACT (continued)

Company can provide additional technicians. Unless otherwise specified, testing is limited to accessible devices, those where access can be obtained without restriction at the scheduled time of the test and does not exceed heights obtainable with a 6' ladder. If a return trip is required due to access problems it will be billed at our normal prevailing rates.

4. Exclusions:

- a) Equipment on city right of way
- b) Fire Alarm System, Suppression Systems, Fire Extinguishers
- c) Private or Public Fire Hydrants
- d) Confined Space requirements as defined by OSHA (Available for an additional charge)
- e) Concealed spaces of any type
- f) Proper pitch of pipe
- g) Inspection & Testing frequency requirements, as defined in applicable and adopted NFPA 25 Standard, less than quarterly and greater than annually.
- h) Any area or condition not accessible to Company during any inspection.
- i) Disposal of hazardous wastes including but not limited to antifreeze, asbestos, and mold.

Responsibility of the Owner, Manager, or Occupant:

1. The responsibility for properly maintaining a water-based fire protection sprinkler system shall be that of the owner of the property. By means of periodic inspections, testing and maintenance, the equipment shall be shown to be in good operating condition and any defects or impairments shall be revealed. The owner, manager, or occupant shall promptly correct or repair deficiencies, damaged parts, or impairments found while performing the inspection & testing of this system. Corrections and repairs shall be performed by qualified personnel or a qualified contractor.
2. Notify all parties that may be affected by alarms initiated during tests. This may include parties such as the building occupants, the fire alarm system monitoring company, and the public fire service.
3. Implement any fire system impairment management program including the completion of impairment permits and the notification of parties that are to be made aware of fire system impairments. These parties may include the local fire department or insurance companies with insurable interests at the location.
4. Manage and dispose of any water released during tests.
5. This agreement is limited to inspection, testing and services at the time of the visit only and does not eliminate the owner's responsibility for maintaining the systems, such as, CHECKING AND DRAINING LOW POINTS, MAINTAINING ADEQUATE HEAT, PROPER LEVELS OF LUBRICANT, ETC. or include maintenance alterations, repairs or replacement of faulty system components.
6. Company shall be admitted into all areas of said premises for the purpose of providing these services. Appropriate notice will be given.
7. Have sprinkler system drawings available on site to assist the inspector to identify equipment components so that they can be properly located. Owner is responsible for identifying equipment locations.
8. Any additional sprinkler systems relative to this Agreement added to the above premises after the date of contract acceptance shall be inspected by Company. Subscriber shall pay an additional price commensurate with the usual charges made by Company for inspecting such additional systems at a price agreed upon by both Company and Subscriber.

FIRE SPRINKLER INSPECTION CONTRACT (continued)
LIMITATION OF LIABILITY

The contractor makes no warranties, expressed or implied, including, without limitation, warranties of merchantability and/or fitness for a particular purpose. No promise that is not contained herein or affirmation of fact made by an employee, agent or representative of the Company shall constitute a warranty by the Company or give rise to any liability or obligation. Contractor's liability to Subscriber for personal injury, death, or property damage arising from performance under this contract shall be limited to the contract price. Subscriber shall hold Company harmless from any and all third party claims for personal injury, death, or property damage arising from Subscriber's failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall the Company be liable for any special, indirect, incidental, consequential, or liquidated, penal or any economic damages of any character, including but not limited to loss of use of the Subscriber's property, loss of profits or loss of production, whether claimed by the Subscriber or any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

Nifco Mechanical

John L. Kramer Fire Spk Inspector 2-4-14
John L. Kramer Title Dated

[Subscriber]

Mark [Signature] 3 5 2014
Authorized Representative Dated

Date Printed: 2/4/14

Mark [Signature]
Printed Name of Subscriber's Representative



NIFCO MECHANICAL SYSTEMS INC.

500 Blue Heron Dr. Lincoln, NE 68522 PH: 402-477-0666 Fax: 402-477-2314

References

Lincoln Public Schools
800 South 24th Lincoln, Ne
Contact: Steve Degarmo (402)436-1072

Lancaster Co. Jail
3801 West O Street Lincoln Ne
Contact: Dave Sharp (402)450-5671