

AMENDMENT TO CONTRACT
ANNUAL REQUIREMENTS FOR KITCHEN EXHAUST HOOD AND EQUIPMENT CLEANING SERVICES
FOR CITY OF LINCOLN/SMG CONTRACT
LANCASTER COUNTY

RECEIVED

JAN 08 2015

LANCASTER COUNTY
CLERK

This Amendment is hereby entered into by and between Hood Masters, Inc., 4044 So. 60th Street, Omaha, NE 68117 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Contract dated March 25, 2014 under County Contract No. C-14-0155, (the "Contract"), for The Annual Supply for Kitchen Exhaust Hood and Equipment Cleaning Services for City of Lincoln/SMG Contract, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 24, 2014 through January 23, 2015, with the option to renew for three (3) additional one (1) year terms; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning January 24, 2015 through January 23, 2016; and

Whereas, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$5,000.00 without approval by the Lancaster County Board.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County C-14-0155 and stated herein the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year term beginning January 24, 2015 through January 23, 2016;
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$5,000.00 per year without approval by the Lancaster County Board
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Approved as to form

this 13 day of Jan, 2014 2015

Dallas Johnson
Deputy County Attorney

Lancaster County Board of Commissioners

Executed this 13 day of Jan, 2014 2015

Todd Wiley
Debbie Stang
Jane Robinson
Bill Alen
Hudkins Absent

Supplier, please fill out the following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Hoodmasters Jr.
By: (Please Print)	Brad Aman
By: (Please Sign)	
Title: (Please Print)	President
Company Address: (Please Print)	4044 S. 60 th St Omaha, NE 68117
Company Phone & Fax: (Please Print)	402-333-3208 402-413-9155
E-Mail Address: (Please Print)	brad@hoodmastersomaha.com
Date: (Please Print)	12-12-14
Contact Person for: "Orders or Service" (Please Print)	Brad Aman
Phone Number:	402-333-3208

**Amendment to Agreement for
Annual Requirements for Kitchen Exhaust Hood
and Equipment Cleaning Services
City of Lincoln/SMG Contract
Bid No. 13-307**

RECEIVED

MAY 14 2014

LANCASTER COUNTY
CLERK

This Amendment is hereby entered into on this 20 day of May, 2014, by and between **Hood Masters, Inc., 4044 So. 60th Street, Omaha, NE 68117** (hereinafter "Contractor") and **Lancaster County**, hereinafter "County"), for the purpose of amending an Agreement dated **March 25, 2014**, County Contract No. **C-14-0155**, (the "Agreement"), for **Annual Requirements for Kitchen Exhaust Hood and Equipment Cleaning Services, City of Lincoln/SMG Contract, Bid No. 13-307**, which is made a part hereof by this reference.

WHEREAS, the parties wish to amend the Agreement to correct the price for Hood Exhaust Cleaning per Attachment A, for Lancaster County Corrections, to \$2,475.00 per cleaning for an annual cleaning cost of \$4,950.00.

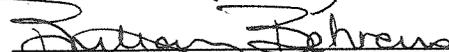
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract No. C-14-0155, and stated herein the parties agree as follows:

- 1) The parties wish to amend the Agreement to correct the price for Hood Exhaust Cleaning per Attachment A, for Lancaster County Correction, to \$2,475.00 per cleaning for an annual cleaning cost of \$4,950.00.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Approved as to form
this 20 day of May, 2014


Lancaster County Attorney

Lancaster County Board of Commissioners Signatures
Executed this 20 day of May, 2014







Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated

Company Name: (PLEASE PRINT)	Hoodmasters, Inc.
By: (PLEASE PRINT)	Brad Aman
By: (PLEASE SIGN)	
Title:	President
Company Address: (PLEASE PRINT)	4044 S. 60 th St. Omaha, NE 68137
Company Phone & Fax: (PLEASE PRINT)	402-333-3208 888-951-6813
E-Mail Address: (PLEASE PRINT)	hoodmasters@cox.net
Contact Person for: "Orders and Service" and Phone Number: (PLEASE PRINT)	Brad Aman 402-333-3208

Lancaster County Corrections Hoodmasters, Inc. Hood Exhaust Cleaning Quote 12-20-13

System #	Location	Hood	# of Hoods	# of Fans	# of Ducts	Freq.	Price For Hood - Duct - Fan	Total Per Cleaning
1	Staff Dining	Main Hood	1	1	1	2	\$ 275.00	\$ 275.00
2	Inmate Kitchen	Tilt Skillets	1	1	1	2	\$ 275.00	\$ 275.00
3	Inmate Kitchen	Conv. Ovens	1	1	1	2	\$ 275.00	\$ 275.00
5	Inmate Kitchen	Tilt Kettles	1	1	1	2	\$ 275.00	\$ 275.00
5	Inmate Kitchen	Tilt Kettles	1	1	1	2	\$ 275.00	\$ 275.00
6	Inmate Kitchen	Elect. Griddles	1	1	1	2	\$ 275.00	\$ 275.00
7	Inmate Kitchen	Elect. Griddles	1	1	1	2	\$ 275.00	\$ 275.00
8	Inmate Kitchen	Steam Air Ovens	1	1	1	2	\$ 275.00	\$ 275.00
9	Inmate Kitchen	Misc Equip	1	1	1	2	\$ 275.00	\$ 275.00
								\$ 2,475.00

Annual Cleaning Cost \$ 4,950.00

RECEIVED

MAR 19 2014

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

LANCASTER COUNTY

**Annual Requirements
for
Kitchen Exhaust Hood & Equipment Cleaning Services
City of Lincoln/SMG Contract, Bid No. 13-307**

**Contractor:
Hood Masters, Inc.
4044 S. 60th Street
Omaha, NE 68117
(402)333-3208**

**LANCASTER COUNTY, NEBRASKA,
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Hood Masters, Inc., 4044 S. 60th Street, Omaha, NE 68117** hereinafter called Contractor, and the County of Lancaster, Nebraska, a political subdivision, hereinafter called the Owner.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, the Owner through local inter-governmental cooperative purchasing have chosen to participate in the contract between the City of Lincoln/SMG and Hood Masters, Inc., Bid No. 13-307, dated January 24, 2014, which was prepared in accordance with the City's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to supply and deliver kitchen exhaust hood and equipment cleaning services for Lancaster County Corrections and other various agencies and divisions as the Owners may determine in compliance with the prices as established via the City of Lincoln/SMG Contract, Bid No. 13-307, dated January 24, 2014; and

WHEREAS, the Contractor, in response to the Owner's request to participate in said agreement, has submitted to the Owner, an offer approving Owners participation under the same pricing structure, terms and conditions as the City of Lincoln/SMG Contract, Bid No. 13-307, dated January 24, 2014, for kitchen exhaust hood and equipment cleaning services, with only those exceptions stated herein; and

WHEREAS, the City of Lincoln/SMG, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, 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 City of Lincoln/SMG, Contract, Bid No. 13-307, dated January 24, 2014, 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 Owner hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide kitchen exhaust hood and equipment cleaning services for the Owner's various agencies and divisions as the Owners may determine.
2. Term of the Contract. The term of this contract is for a period beginning upon execution of this contract through January 23, 2015.
 - 2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for additional one-year terms not to exceed the term of the current City of Lincoln/SMG.
 - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing of items will be pursuant to the City of Lincoln/SMG, Contract, Bid No. 13-307, dated January 24, 2014.

The County 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 total cost of products/services for Lancaster County Corrections shall not exceed \$4,950.00 per cleaning, with no more than two cleanings during the contract term without approval, for a total not to exceed \$9,900.00.

- 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owner's Specifications and approval. Each location will have a separate account number and billing address. The Owner may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the City of Lincoln/SMG shall be made available to the Owner.
4. 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 Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner'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.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owner (Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. 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.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the County") it shall mean the "Owner" encompassing the County of Lancaster, Nebraska.

8. Termination. This Contract may be terminated by the following:
- 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
 - 8.2 Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:
 - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver kitchen exhaust hood and equipment cleaning services.
 - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner 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.

9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the City of Lincoln/SMG and Hood Masters, Inc., City of Lincoln/SMG Contract, Bid No. 13-307, dated January 24, 2014..

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

1. Contract Agreement
2. City of Lincoln/SMG Contract, Bid No. 13-307, dated January 24, 2014.
3. Form 13 -Nebraska Resale or Exempt Sale Certificate

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owner 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 Owner do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form:



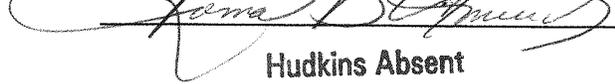
 Lancaster County Attorney

The Board of County Commissioners of
 Lancaster County, Nebraska









 Hudkins Absent

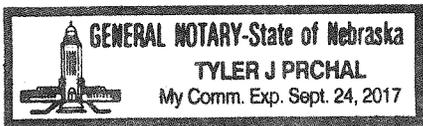
Dated: 3/25/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Tyler J Prchal (SEAL)
Secretary



Hoodmasters, Inc.
Name of Corporation

19252 Shirley Street
(Address) Omaha, NE 68130

By: [Signature]
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

Lancaster County Corrections Hoodmasters, Inc. Hood Exhaust Cleaning Quote 12-20-13

System #	Location	Hood	# of Hoods	# of Fans	# of Ducts	Freq.	Price For Hood - Duct - Fan	Total Per Cleaning
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8	Inmate Kitchen	Steam Air Ovens	1	1	1	2	\$ 275.00	\$ 275.00
9	Inmate Kitchen	Misc Equip	1	1	1	2	\$ 275.00	\$ 275.00
							\$	\$ 2,475.00

Bi-Annual Cleaning Cost \$ 4,950.00
 Annual Cost \$ 9,900.00

COMMENTARY TO ACCOMPANY BONDS

A. GENERAL INFORMATION

Bonds are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

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

The objective underlying the re-writing of bond forms is to make it 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 form provides 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 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 Performance Bond.

Normally the amount of the bond is 100 percent of the contract amount.

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.

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 form is 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 bond.

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.

PERFORMANCE BOND

Bond No. RFB02126964

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

CONTRACTOR (Name and Address):

**Hood Masters, Inc.
4044 S. 60th Street
Omaha, NE 68117**

SURETY (Name and Principal Place of Business):

**Old Republic Surety Company
1503 42nd Street, Suite 100
West Des Moines, IA 50266**

Owner (Name and Address):

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

CONTRACT

Date: 2-11-2014

Amount: \$9,900.00

Description (Name and Location):

For all labor, material and equipment necessary for the Annual Requirements for Kitchen Exhaust Hood and Equipment Cleaning Services, Bid No. 13-307

BOND

Date: 2-11-2014 To 2-11-2015

Amount: \$9,900.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

**Hood Masters, Inc.
4044 S. 60th Street
Omaha, NE 68117**

SURETY

**Company:
Old Republic Surety Company
1503 42nd Street, Suite 100
West Des Moines, IA 50266**



Signature: 
Name and Title: Brad Amen, President

Signature: 
Name and Title: Carol A. Dorn
Attorney-in-Fact

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 Contract, which is incorporated herein by reference.
2. If the Contractor performs the 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 Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the 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 Contract or to a contractor selected to perform the 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 Contract, or
 - 4.2 Undertake to perform and complete the 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 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 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 therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
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 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 Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the 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 Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the 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 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 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 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 contract 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 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 Contract.
 - 12.2 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 Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JEFF GREENWALD, CAROL DORN, ROHN LOYD, OF LINCOLN, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers' compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF FIVE HUNDRED THOUSAND DOLLARS(\$500,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9TH day of DECEMBER, 2013.

Phyllis M. Johnson
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 9TH day of DECEMBER, 2013, personally came before me, Alan Pavlic and Phyllis M. Johnson

, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2014

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-0594

Signed and sealed at the City of Brookfield, WI this 11th day of February 2014



Jan E. Cherny
Assistant Secretary

INSURO, INC.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



CERTIFICATE OF LIABILITY INSURANCE

OP ID DZ
HOODM-1

DATE (MM/DD/YYYY)

03/07/14

PRODUCER ONE WAY INSURANCE AGENCY 1102 FORT CROOK RD S PO BOX 1086 BELLEVUE NE 68005-1086 Phone: 402-592-2804 Fax: 402-592-2335		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Hoodmasters Inc Brad Aman 19252 Shirley St Omaha NE 68130		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Auto Owner's Insurance	
		INSURER B: Travelers Nebraska WCIP	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	39030349	02/01/14	02/01/15	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4907053400	02/01/14	02/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	4907053401	02/01/14	02/01/15	EACH OCCURRENCE \$ AGGREGATE \$ 4,000,000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	6KUB5B777602-14 - NE	02/01/14	02/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Lincoln NE, SMG, Pinnacle Bank Arena and Lancaster County, NE are listed as Additional Insured.

CERTIFICATE HOLDER

CITYLI1 City of Lincoln 480 S 8th St, Ste 200 Lincoln NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Melvin L Kessler
---	---

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

13120008

CONTRACT DOCUMENTS

**CITY OF LINCOLN/SMG
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
KITCHEN EXHAUST HOOD &
EQUIPMENT CLEANING SERVICES
BID NO. 13-307**

**Hood Masters, Inc.
4044 S. 60th St.
Omaha, NE 68117
402-333-3208**

**CITY OF LINCOLN / SMG
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 31 day of December 2013, by and between Hood Masters, Inc., 4044 S.60th St., Omaha, NE 68117, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City/SMG".

WHEREAS, the City/SMG 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:

For providing Kitchen Exhaust Hood & Equipment Cleaning Services, Bid No. 13-307 and,

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

WHEREAS, the City/SMG, 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 City/SMG has 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 City/SMG's award of this Contract to the Contractor, such award being based on the acceptance by the City/SMG of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal, not to exceed \$7,100.00 per cleaning

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

The City/SMG 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 City/SMG shall order on an as needed basis for the duration of the contract. The total cost of products or services for City/SMG departments shall not exceed \$7,100.00 per cleaning with no more than two cleanings during the contract term without approval. The City/SMG reserves the right to delete some areas for specific cleaning and will be billed accordingly.

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

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. GUARANTEE: A performance bond in the amount of \$5,000.00 is required for this contract. This bond shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the Contractor may submit a maintenance bond in place of the performance bond.
6. Termination. This Contract may be terminated by the following:
 - 6.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 6.2) Termination for Cause. The City/SMG may terminate the Contract for cause if the Contractor:
 - 6.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 6.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 6.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City/SMG will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
7. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City/SMG and employees of the City/SMG shall not be deemed to be employees of the Contractor. The Contractor and the City/SMG shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City/SMG'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. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year periods.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Performance Bond
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 7. 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 City/SMG 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 City/SMG do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN / SMG, NEBRASKA

ATTEST:

City Clerk

Teresa J. Meier



CITY OF LINCOLN / SMG,
400 Pinnacle Bank Arena
Lincoln, NE

Steve Hubbs

Finance Director

Approved by Directorial Order 10580

dated January 24, 2011

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

[Signature] (SEAL)

Hoodmasters, Inc.
Name of Corporation

4044 S. 60th St. Omaha, NE 68117
(Address)

By: Bradley R. Amun
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

COMMENTARY TO ACCOMPANY BONDS

A. GENERAL INFORMATION

Bonds are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

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

The objective underlying the re-writing of bond forms is to make it 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 form provides 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 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 Performance Bond.

Normally the amount of the bond is 100 percent of the contract amount.

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.

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 form is 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 bond.

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 Performance Bond (EJCDC No.1910-28A).
Prepared by the Engineers' Joint Contract Documents Committee

Bond No. 0639227

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

Hood Masters, Inc.
4044 S. 60th Street
Omaha, NE 68117

SURETY (Name and Principal Place of Business):

Old Republic Surety Company
1503-42nd St.
West Des Moines, IA 50266

Owner (Name and Address):

City of Lincoln/SMG
400 Pinnacle Bank Drive
Lincoln, NE 68508

CONTRACT

Date: December 3, 2013
Amount: \$5,000.00

Description (Name and Location):

For all labor, material and equipment necessary for Kitchen Exhaust Hood & Equipment Cleaning Services, Bid No. 13-307

BOND

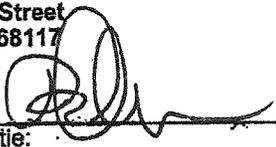
Date: December 3, 2013 To December 3, 2014
Amount: \$5,000.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL Company:

(Corp. Seal)

Hood Masters, Inc.
4044 S. 60th Street
Omaha, NE 68117

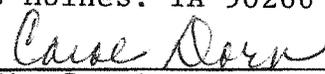
Signature: 
Name and Title:

SURETY Company:

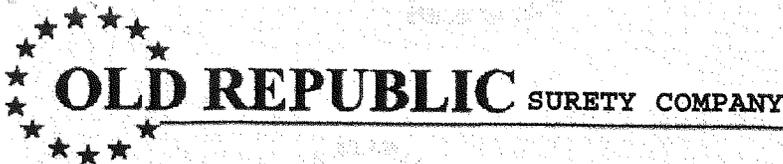
(Co.



Old Republic Surety Company
1503-42nd St.
West Des Moines, IA 50266

Signature: 
Name and Title: Carol Dorn
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.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JEFF GREENWALD, CAROL DORN, ROHN LOYD, OF LINCOLN, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF FIVE HUNDRED THOUSAND DOLLARS(\$500,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28TH day of AUGUST, 2012.

Phyllis M. Johnson Assistant Secretary



OLD REPUBLIC SURETY COMPANY

J. C. Leach President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 28TH day of AUGUST, 2012, personally came before me, Gerald C. Leach and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson Notary Public

My commission expires: 9/28/2014

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-0594

Signed and sealed at the City of Brookfield, WI this 3rd day of December, 2013.



James E. Cherny Assistant Secretary

INSURO, INC.

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 Contract, which is incorporated herein by reference.
2. If the Contractor performs the 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 Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the 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 Contract or to a contractor selected to perform the 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 Contract, or
 - 4.2 Undertake to perform and complete the 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 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 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 therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
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 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 Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the 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 Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the 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 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 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 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 contract 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 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 Contract.
 - 12.2 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 Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

Pinnacle Bank Arena Hoodmasters, Inc. Hood Exhaust Cleaning Quote 10-29-13- Bid No 13-307

System #	Location	Hood	# of Hoods	# of Fans	# of Ducts	Freq.	Access Panels	Price Per Panel	Price For Hood - Duct - Fan	Total Per Cleaning
1	Event Level	Main Kitchen	1	1-A	1-A	4	2	\$ 50.00	\$ 275.00	\$ 375.00
2	Event Level	Main Kitchen	1	1-B	1-B	4	2	\$ 50.00	\$ 275.00	\$ 375.00
3	Event Level	Main Kitchen	1	1-C	1-C	4	2	\$ 50.00	\$ 275.00	\$ 375.00
5	Event Level	Main Kitchen	1	1-D	1-D	4	2	\$ 50.00	\$ 275.00	\$ 375.00
5	Event Level	Main Kitchen	1	1-E	1-E	4	2	\$ 50.00	\$ 225.00	\$ 325.00
6	Event Level	Concession	2	1	1	4	7	\$ 50.00	\$ 400.00	\$ 750.00
7	Main Level	Concession	1	1	1	4	6	\$ 50.00	\$ 200.00	\$ 500.00
8	Main Level	Concession	1	1	1	4	4	\$ 50.00	\$ 200.00	\$ 400.00
9	Main Level	Concession	2	1	1	4	4	\$ 50.00	\$ 400.00	\$ 600.00
10	Main Level	Concession	2	1	1	4	5	\$ 50.00	\$ 400.00	\$ 650.00
11	Premium Concourse	Concession	1	1	1	4	5	\$ 50.00	\$ 200.00	\$ 450.00
12	Upper Concourse	Concession	1	1	1	4	3	\$ 50.00	\$ 200.00	\$ 350.00
13	Upper Concourse	Concession	2	1	1	4	4	\$ 50.00	\$ 400.00	\$ 600.00
14	Upper Concourse	Concession	2	1	1	4	4	\$ 50.00	\$ 400.00	\$ 600.00
15	Upper Concourse	Concession	1	1	1	4	3	\$ 50.00	\$ 200.00	\$ 350.00
16	Upper Concourse	Concession	1	1	1	4	4	\$ 50.00	\$ 200.00	\$ 400.00
							59			\$ 7,475.00

Bi-Annual Cleaning Cost \$ 7,475.00

\$7,100.00

Bi-Annual Cleaning Cost has been reduced to \$7,100.00 per mutual agreement between Hood Masters, Inc. and City of Lincoln/SMG Purchasing.

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Vince Mejer Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	vmejer@lincoln.ne.gov	Contact	Vince M. Mejer Purchasing Agent	Contact
Phone	1 (402) 441-8314			
Fax	1 (402) 441-6513			
Bid Number	13-307	Department	Purchasing	Department
Title	Kitchen Exhaust Hood & Equipment Cleaning Services	Building		Building
Bid Type	Bid		Suite 200	Floor/Room
Issue Date	10/17/2013	Floor/Room		Telephone
Close Date	10/30/2013 12:00:00 PM CT	Telephone	(402) 441-8314	Fax
Need by Date		Fax	(402) 441-6513	Email
		Email	vmejer@lincoln.ne.gov	

Supplier Information

Company Hood Masters, Inc
 Address 4044 S. 60th Street

 Omaha, NE 68117
 Contact Brad Aman
 Department
 Building
 Floor/Room
 Telephone 1 (402) 333-3208
 Fax 1 (888) 951-6813
 Email hoodmasters@cox.net
 Submitted 10/29/2013 3:13:18 PM CT
 Total \$40.00

Signature _____

Supplier Notes

Bid Notes

There will be a pre-bid walk-through on Thursday, October 24, 2013 at 2:00 p.m. Meet in lobby at Pinnacle Bank Arena, 400 Pinnacle Arena Dr., Lincoln, NE. All interested Vendors are strongly encouraged to attend.

Bid Activities

Date	Name	Description
10/24/2013 2:00:00 PM	Pre-bid	There will be a pre-bid walk-through on Thursday, October 24, 2013 at 2:00 p.m. Meet in lobby at Pinnacle Bank Arena, 400 Pinnacle Arena Dr., Lincoln, NE. All interested Vendors are strongly encouraged to attend.

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	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Performance Bonds	I acknowledge that a Performance Bond in the amount of \$5,000.00 will be required with the signed contract upon award of this job.	Yes
5	Specifications	I acknowledge reading and understanding the specifications.	Yes
6	Vendor Responses	I have attached all documents that is required for this bid to the Response Attachments section of this bid.	Yes
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. ((a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Yes - No Escallation
10	Electronic Signature	Please check here for your electronic signature.	Yes
11	Contact	Name of person submitting this bid:	Brad Aman



October 29th, 2013

**Bid For Kitchen Hood Exhaust Cleaning
City of Lincoln's Pinnacle Bank Arena**

Qualifications Statement

- 1) Commitment to customer communication and quality workmanship ensuring customer satisfaction.
- 2) Computerized scheduling to keep your cleaning cycles on time and your hood ventilation systems safe.
- 3) Service performed by trained and certified professional exhaust cleaning Technicians.
- 4) Our only service is commercial hood and duct exhaust cleaning. We're industry leaders in this field.
- 5) We use no subcontractors or secondary contract labor.
- 6) Expert job set-up and complete no mess clean-up.
- 7) Complete liability and workers compensation insurance. \$4,000,000.00 In liability insurance.
- 8) We service over 1400 commercial accounts in Nebraska and Iowa.
- 9) We operate nine full time commercial vans, 24 hours a day, seven days per week.

Reference List

- 1) Horseshoe Casino, Council Bluffs, IA – January 2006 to Present – Jenifer Shanno – 402-926-8714
- 2) Cutchall Management (Sonic Restaurants), NE - 2003 to Present – Tim Griggs – 402-672-9804
- 3) Metro Community College, Omaha, NE – February 2005 to Present – George Vanna – 402-457-2444
- 4) Olive Garden, Lincoln, NE – July 2004 to Present – Jared Beckman – 402-464-1910

Equipment Used

Hotsy 550 High Pressure Hot Water Spray Systems. Both Truck Mounted and Portable. These are a combination of electric and diesel fired high pressure units.

Personnel

Brad Aman, President / CEO of HoodMasters has over 12 years of commercial hood exhaust cleaning experience. He wrote the current Masters Certification Program that all Lead Technicians study and pass both the written and practical testing which are based on the NFPA 96 fire safety requirements for hood and duct cleaning specifications.



Ability – Capacity - Skill

HoodMasters breadth of customers like The United States Federal Building in Omaha, Nebraska Medical Center, Horseshoe Casino, Union College, Douglas County Hospital and Ralston Arena showcase HoodMasters Abilities and Skill level. We operate nine fully outfitted service vans to service our over 1400 customers. We are the only company in the Midwest with the Capacity to provide same day or two day hood exhaust cleaning service that meets the NFPA 96 codes, to a facility the size of the Pinnacle Arena.

Character – Compliance - Previous Work

HoodMasters provides industry leading customer service. Working with our customers to provide high quality hood and exhaust cleaning by exceeding expectations is our goal. We use electronic calendars to keep on customers cleaning cycles on time insuring continuous fire safety. We've increased our customer count and sales dollars every year since 2001 through quality workmanship and excellent customer service. The depth of our training and average Technician Time on the Job (4.2 years), combined with longevity of our customer base tells the story of correctly performed and quality work result.

Annual Cost Of Work Performed

\$14,950.00