

**CITY OF PAPILLION  
MAYOR AND CITY COUNCIL REPORT  
MAY 2, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
Agreement for City facility fire suppression inspections and maintenance with Associated Fire Protection Inc.	RES. R23-0069	Tony Gowan Parks and Facilities Director

**SYNOPSIS:**

The purpose of this resolution is to obtain Council approval to enter into an agreement with Associated Fire Protection Inc for the inspection and maintenance of fire suppression systems within City facilities. This contract is for a three-year period from May 19, 2023, to May 18, 2026.

**BACKGROUND:**

The City of Papillion owns many different facilities, each using fire suppression equipment that must be inspected on a routine basis and serviced by a licensed and insured fire suppression contractor. Associated Fire has performed this service for the City in the past and has an excellent record of timely inspections and prompt repair services, when needed. After review by the Parks and Facilities Director, as well as the Purchasing Agent and Contract Manager, the recommendation is to enter into a three-year contract to secure rates for these services over that period.

**FISCAL IMPACT:**

The goal is to see cost savings and high-quality services by utilizing one qualified company, and to lock in rates for inspection services and repair over a three-year period. The attached schedules and rates are acceptable and are recommended for approval.

**RECOMMENDATION:**

Approval

**ATTACHMENTS:**

1. RES. R23-0069
2. Contract with Associated Fire Protection Services

**RESOLUTION NO. R23-0069**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PAPILLION, APPROVING THE CONTRACT WITH ASSOCIATED FIRE INC. FOR A PERIOD OF THREE YEARS FOR THE INSPECTION AND REPAIR OF FIRE SUPPRESSION EQUIPMENT AND DEVICES IN CITY BUILDINGS.**

**WHEREAS**, the City of Papillion currently utilizes a multitude of fire suppression devices and equipment, located in all City facilities; and

**WHEREAS**, the City desires to enter into a three-year service contract with Associated Fire Inc. to support this equipment; and

**WHEREAS**, Associated Fire Inc. will provide all inspection and repair services for fire suppression equipment throughout this period to the City of Papillion, as expressed in the schedule and inventory, at the stated prices.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Papillion, Nebraska to approve the contract with Associated Fire Inc. for inspections and repair of fire suppression equipment within City facilities from May 19, 2023, to May 18, 2026.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF PAPILLION

\_\_\_\_\_  
David P. Black, Mayor

ATTEST:

\_\_\_\_\_  
Nicole Brown, City Clerk

(SEAL)



**Papillion**  
 Feed the Heart

This Contract is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the following parties:

<b>City of Papillion, Nebraska (hereafter "City")</b>	
<b>Name/Principal Address of City:</b> City of Papillion 122 East Third Street Papillion, Nebraska 68046	<b>City Contract Owner (hereafter "Contract Owner") / Address:</b> Tony Gowan, Parks & Facilities Director 122 East Third Street Papillion, Nebraska 68046 <b>E-Mail:</b> <a href="mailto:tgowan@papillion.org">tgowan@papillion.org</a>
<b>City Contract Manager/ Billing Contact (hereafter "Contract Manager") /Address:</b> Terri Valquier, Purchasing Agent/ Contract Manager 122 East Third Street Papillion, Nebraska 68046 <b>Phone:</b> 402-502-9667 <b>E-Mail:</b> <a href="mailto:tvalquier@papillion.org">tvalquier@papillion.org</a>	

<b>Contractor: (hereafter "Contractor")</b>	
<b>Legal Name:</b> Associated Fire Protection, Inc	<b>Contractor's Principal Address:</b> 4905 S. 97 <sup>th</sup> Street Omaha, NE 68127
<b>Tax ID #:</b> 47-0787521	<b>Organized under the laws of:</b> NB
<b>Contractor's Point of Contact Name/Address:</b> Jessica Regier, Service Manager 4905 S. 97 <sup>th</sup> Street Omaha, NE 68127  <b>Phone:</b> (402) 733-2800 <b>E-Mail:</b> <a href="mailto:jregier@associatedfire.net">jregier@associatedfire.net</a>	<b>Contractor's Billing Contact Name/Address:</b> Jessica Regier, Service Manager 4905 S. 97 <sup>th</sup> Street Omaha, NE 68127 <b>Phone:</b> (402) 733-2800

<b>Contract Term Information</b>	
<b>Start Date:</b> 5-19-2023	<b>End Date of Base Term of Contract:</b> 5-18-2026
<b>Possible Extension(s):</b> N/A	

**I. *Contract Purpose.***

The purpose of this Contract is that the Contractor will provide fire suppression system inspection, maintenance, and repair for the City of Papillion facilities, in accordance with all the requirements of this Contract at the prices submitted for the entire term. This Contract shall be for a three-year term.

**II. *Special Terms Definitions.***

**III. *Scope of Work.***

The Contractor shall perform the following scope of work for testing, inspections and maintenance services required.

- A. All services performed under this Contract shall be performed Monday through Friday between the hours of 7:30 AM and 5:00 PM, except on City observed holidays, unless other arrangements are made in advance with the City. Any deviation in work hours shall be pre-approved by the Contracting Officer. The City requires five (5) day advance knowledge of said work schedules to provide security and access to respective work areas. Contractor will provide 24 hour service and be on site within 2 hours or reasonable travel.
- B. The Contractor at all times obtains and maintains all licenses, if any, required by Federal, State, and Local Laws to perform the services contemplated by this Agreement and all licenses, certifications, and qualifications to perform the Fire Extinguisher Maintenance Services. Contractor shall provide copies of all current licenses and certifications to the City of Papillion.
  - a) All Contractor personnel shall be qualified, trained and possess the experience necessary to operate all fire control panels per the manufacturer's instructions including bypassing points, viewing historical logs and looking up points in the system.
  - b) The Contractor shall furnish and shall have on the job site(s) at all times, ample equipment to properly carry out the work contemplated herein, including such tools or equipment as may be necessary to meet requirements. Equipment shall be in good working order at all times.
  - c) Contractor shall perform duties in a safe and competent manner at all times, operate equipment according to manufacturer's directions, keep cords and tools secure, keep all mechanical, electrical and control room doors closed and locked and report any unsafe conditions to the City of Papillion.
- C. **Inspection/ Testing Processes – when applicable**
  - a) **Inspect and test fire alarm system**
    - Verify monitoring signal
    - Load test all batteries
    - Test all lamps, LED's, fuses, interface equipment, primary power, and battery charger
    - Test pull stations by manually operating pull station
    - Visually inspect alarm system components including detection devices, notification devices, and control panel for obvious damage or trouble indicators
    - Functionally test system smoke detectors with aerosol spray smoke or other approved smoke device that insure smoke entry into chamber
    - Test audio visual devices for strobe and sound
    - Test duct smoke detectors by removing cover and spraying with aerosol smoke or other approved smoke device that insure smoke entry into chamber of the detector head

- Check remote annunciators for function and operation (if applicable)
- Test sprinkler flow switches and supervised control valves connected to sprinkler system
- Inspect remote power supplies (if applicable)
- Test all supervisory devices including control valve tamper switches
- FACP to be reset and left in normal operation and all findings documented on a fire alarm inspection report

**b) Inspect and test wet sprinkler system**

- Check hydraulic name plate is legible and securely attached
- Inspect air and water pressures are within the normal range for particular systems
- Inspect relief valves
- Water flow alarm devices will be tested by flushing water through inspector's test connections. Exception: During times of subfreezing temperatures where icing causes an unsafe condition, alternate means of testing will be used.
- Water flow alarm device(s) will be inspected to determine that the device(s) are free from physical damages.
- Supervisory switches installed on control valves will be tested
- Inspect pressure reducing valves to ensure that they are in the open position, not leaking, are maintaining downstream pressure, and are in good condition
- The condition of the fire department Siamese connection shall be checked including caps, gaskets, clappers, and ball drips
- A flow test will be conducted at each system riser main drain
- Inspect sprinklers to make sure they are free from
  - Corrosion
  - Obstruction to spray pattern
  - Foreign material
  - Physical damage
  - Proper orientation
  - Proper clearance below sprinklers
- Inspect sprinkler piping the following are in good working condition
  - Free of mechanical damage
  - Leaks
  - Corrosion
  - Misalignment
  - Not subject to external load (sprinkler pipe not to support other items)
  - Inspect pipe hangers for the following
    - Not loose
    - Damage
- Check for proper signage
  - Auxiliary system controls
  - Location of areas serviced
  - Low point drains
  - Locations of anti-freeze loops
  - Location of heat tape
- Verify supply of spare sprinklers for proper number and type and that sprinkler wrench is provided

- c) **Inspect and test electric fire pump**
  - Check pipe and fittings (exposed)
  - Inspect pump shaft bearing and check play
  - Check pressure gauges
  - Circulation relief valve
  - Inspect pump bearings and lubricate
  - Inspect pump coupling alignment and lubricate couplings
  - Exercise isolating switches and circuit breakers
  - Operate manual starting
  - Inspect and operate emergency manual starting means (without power)
  - Lubricate mechanical moving parts (excluding starter and relays)
  - Calibrate pressure switches
  - Grease motor bearings
  - Check voltmeter and ammeter for accuracy
  - Check for corrosion, cracked wires and water leaks
  - Provide flow test
  - Verify fire alarm tie in/supervisory alarm
  - Record all findings on a fire pump inspection report
- d) **Inspect and test portable fire extinguishers**
  - Insure proper location in designated place
  - Operating instructions and labels are legible
  - Pull pins, safety seals, and tamper indicators are in place and free from damage
  - Verify manufacturer date, due dates for 6-year maintenance, and hydrostat testing
  - Check for obstructions to access or visibility
  - Check pressure gauge reading or indicator on the operable range or position
  - Check fullness by weight or hefting
  - Check cylinder, valve body, handle, hose and nozzles for damage
  - Record locations and all findings on location sheet
- e) **Inspect and Test exit and emergency lights**
  - Record brand name and model number, system wattage and voltage
  - Check for physical damage to exterior of unit (test switch, pilot lamp, broken heads etc.)
  - Verify battery voltage with a battery analyzer
  - Remove AC power for 90-minute test
  - Record and document findings make recommendations as needed
- f) **Inspect backflow preventer**
  - Check hydraulic name plate is legible and securely attached
  - Inspect OS&Y gate valves are in normal position on double check assembly valve and double check assemblies
  - Ensure reduced pressure assemblies and reduced pressure assemblies' differential-sensing valve relief port is not continuing discharging and OS&Y gate valves are in normal open position
  - Report and document findings on a backflow preventer inspection form

**g) Inspect and test standpipes**

- Verify hydraulic design information sign is in place
- Check all control valves and flow switches
- Inspect pressure reducing vales
- Inspect piping and hangers
- Inspect hose connections o Missing caps
  - Missing valve handles
  - Fire hose connection damage
  - Leaking valves
  - Visible obstruction
  - Check for smooth operation of valve

**h) Provide sensitivity testing of smoke detectors**

- Smoke detector sensitivity testing will check with a calibrated sensitivity tester o Producing smoke into smoke detector chamber
- Verifying the detector is in its proper sensitivity range
- Detectors found to have sensitivity outside the listed and marked sensitivity range shall be cleaned and recalibrated or be replaced

**D. Description/ Schedule and Costs of Work Services**

Description of Work/Services to be Completed:	Price Per Inspection	Price Per Inspection	First Year	Second Year	Third Year
	2023-2025	2025-2026	May 2023 - May 2024	May 2024 - May 2025	May 2025 - May 2026
<b>Papillion City Hall:</b>					
Semi Annual Fire Alarm Inspection (June/December)	\$210.00	\$216.00	\$ 420.00	\$ 420.00	\$ 432.00
Annual Fire Extinguisher Inspection (March)	\$5.50	\$6.00	\$ 88.00	\$ 88.00	\$ 96.00
Annual Fire Sprinkler Inspection including Backflow (June)	\$250.00	\$257.50	\$ 250.00	\$ 250.00	\$ 257.50
Annual Emergency Light with Exit Inspection -2	\$20.00	\$13.00	\$ 20.00	\$ 13.00	\$ 13.00
Annual Exit Light Inspection -8	\$80.00	\$52.00	\$ 80.00	\$ 52.00	\$ 52.00
90 Minute Test	\$252.50	\$252.50	\$ 252.50	\$ 252.50	\$ 252.50
<b>Papillion Sump Memorial Library:</b>					
Semi Annual Fire Alarm Inspection (June/December)	\$210.00	\$216.00	\$ 420.00	\$ 420.00	\$ 432.00
Annual Fire Extinguisher Inspection (December)	\$5.50	\$6.00	\$ 22.00	\$ 22.00	\$ 24.00
Annual Fire Sprinkler Inspection including Backflow (December)	\$250.00	\$257.50	\$ 250.00	\$ 250.00	\$ 257.50
5 Year Fire Sprinkler Inspection (2024)	\$670.00			\$ 670.00	
Annual Exit Light Inspection -14	\$140.00	\$91.00	\$ 140.00	\$ 91.00	\$ 91.00
90 Minute Test	\$278.50	\$278.50	\$ 278.50	\$ 278.50	\$ 278.50
<b>Papillion Police Department:</b>					
Semi Annual Fire Alarm Inspection (June/December)	\$210.00	\$216.00	\$ 420.00	\$ 420.00	\$ 432.00
Annual Fire Extinguisher Inspection (June)	\$5.50	\$6.00	\$ 38.50	\$ 38.50	\$ 42.00
Annual Fire Sprinkler Inspection including Backflow (June)	\$250.00	\$257.50	\$ 250.00	\$ 250.00	\$ 257.50
5 Year Fire Sprinkler Inspection (2023)	\$670.00		\$ 670.00		
Annual Emergency Light with Exit Inspection -6	\$60.00	\$39.00	\$ 60.00	\$ 39.00	\$ 39.00

Annual Exit Light Inspection -15	\$150.00	\$97.50	\$ 150.00	\$ 97.50	\$ 97.50
90 Minute Test	\$324.00	\$324.00	\$ 324.00	\$ 324.00	\$ 324.00
<b>Papillion Public Works Complex:</b>					
Semi Annual Fire Alarm Inspection (June/December)	\$210.00	\$216.00	\$ 420.00	\$ 420.00	\$ 432.00
Annual Fire Extinguisher Inspection (December)	\$5.50	\$6.00	\$ 148.50	\$ 148.50	\$ 162.00
Annual Fire Sprinkler Inspection including Backflow (2 Systems-BldgA/BldgB – 2 Backflows (June)	\$375.00	\$386.00	\$ 750.00	\$ 750.00	\$ 772.00
5 Year Fire Sprinkler Inspection (2 Systems-BldgA/BldgB) (2025)	\$670.00				\$ 1,340.00
Annual Emergency Light with Exit Inspection -20	\$200.00	\$130.00	\$ 200.00	\$ 130.00	\$ 130.00
Annual Exit Light Inspection -28	\$280.00	\$182.00	\$ 280.00	\$ 182.00	\$ 182.00
90 Minute Test	\$499.50	\$499.50	\$ 499.50	\$ 499.50	\$ 499.50
<b>Papillion Landing Community Recreation Center:</b>					
Semi Annual Fire Alarm Inspection including Suppression Inspection (March/September)	\$420.00	\$433.00	\$ 840.00	\$ 840.00	\$ 853.00
Annual Fire Extinguisher Inspection (March)	\$5.50	\$6.00	\$ 132.00	\$ 132.00	\$ 144.00
Annual Fire Sprinkler Inspection including Backflow (September)	\$375.00	\$386.00	\$ 375.00	\$ 375.00	\$ 386.00
5 Year Fire Sprinkler Inspection (2024)	\$760.00			\$ 760.00	
Annual Exit Light Inspection -69	\$690.00	\$448.50	\$ 690.00	\$ 448.50	\$ 448.50
90 Minute Test	\$363.00	\$363.00	\$ 363.00	\$ 363.00	\$ 363.00
<b>Papillion Landing Fieldhouse:</b>					
Semi Annual Fire Alarm Inspection (January/July)	\$262.50	\$270.00	\$ 525.00	\$ 525.00	\$ 540.00
Annual Fire Extinguisher Inspection (March)	\$5.50	\$6.00	\$ 77.00	\$ 77.00	\$ 84.00
Annual Fire Sprinkler Inspection including Backflow (January)	\$375.00	\$386.00	\$ 375.00	\$ 375.00	\$ 386.00
5 Year Fire Sprinkler Inspection (2023)	\$760.00				
Annual Exit Light Inspection -25	\$250.00	\$162.50	\$ 250.00	\$ 162.50	\$ 162.50
90 Minute Test	\$350.00	\$350.00	\$ 350.00	\$ 350.00	\$ 350.00
<b>Papillion Fire Department #2</b>					
Semi Annual Fire Alarm Inspection (April/October)	\$210.00	\$216.00	\$ 420.00	\$ 420.00	\$ 432.00
Annual Fire Extinguisher Inspection (April)	\$5.50	\$6.00	\$ 60.50	\$ 60.50	\$ 66.00
Annual Fire Sprinkler Inspection including Backflow (October)	\$258.00	\$266.00	\$ 258.00	\$ 258.00	\$ 266.00
5 Year Fire Sprinkler Inspection (2025)	\$670.00				\$ 670.00
Annual Exit Light Inspection -9	\$90.00	\$58.50	\$ 90.00	\$ 58.50	\$ 58.50
90 Minute Test	\$246.00	\$246.00	\$ 246.00	\$ 246.00	\$ 246.00
<b>Papillion Fire Department #3</b>					
Semi Annual Fire Alarm Inspection (February/August)	\$210.00	\$216.00	\$ 420.00	\$ 420.00	\$ 432.00
Annual Fire Extinguisher Inspection (February)	\$5.50	\$6.00	\$ 52.00	\$ 52.00	\$ 48.00
Annual Exit Light Inspection -10	\$100.00	\$65.00	\$ 100.00	\$ 65.00	\$ 650.00
90 Minute Test	\$252.50	\$252.50	\$ 252.50	\$ 252.50	\$ 252.50
<b>Annual Fire Extinguisher Inspection (March)</b>					
City of Papillion Ball Fields	\$5.50	\$6.00	\$ 33.00	\$ 33.00	\$ 36.00
Papio Bay	\$5.50	\$6.00	\$ 22.00	\$ 22.00	\$ 24.00
Papillion Water Treatment Plant	\$5.50	\$6.00	\$ 104.50	\$ 104.50	\$ 114.00



River City	\$5.50	\$6.00	\$ 11.00	\$ 11.00	\$ 12.00
PVFD Museum	\$5.50	\$6.00	\$ 16.50	\$ 16.50	\$ 18.00
Walnut Creek Recreation Area	\$5.50	\$6.00	\$ 38.50	\$ 38.50	\$ 42.00
SumTur Ampitheater	\$5.50	\$6.00	\$ 22.00	\$ 22.00	\$ 24.00
Tara Hills Golf	\$5.50	\$6.00	\$ 38.50	\$ 38.50	\$ 42.00
Tara Hills Golf Course Maintenance Shop	\$5.50	\$6.00	\$ 27.50	\$ 27.50	\$ 30.00
Eagle Hills Golf	\$5.50	\$6.00	\$ 38.50	\$ 38.50	\$ 42.00
Eagle Hills Golf Course Maintenance Shop	\$5.50	\$6.00	\$ 16.50	\$ 16.50	\$ 18.00
Papillion Water Towers (2)	\$5.50	\$6.00	\$ 16.50	\$ 16.50	\$ 18.00
Parks Department	\$5.50	\$6.00	\$ 49.50	\$ 49.50	\$ 54.00
<b>Tara Hills Golf Course Maintenance Shop</b>					
Annual Emergency Light with Exit Inspection -2	\$10.00	\$6.50	\$ 20.00	\$ 13.00	\$ 13.00
90 Minute Test	\$200.50	\$200.50	\$ 200.50	\$ 200.50	\$ 200.50
<b>Eagle Hills Golf Course Maintenance Shop</b>					
Annual Emergency Light with Exit Inspection -2	\$10.00	\$6.50	\$ 20.00	\$ 13.00	\$ 13.00
Annual Exit Light Inspection -11	\$10.00	\$6.50	\$ 110.00	\$ 71.50	\$ 71.50
90 Minute Test	\$272.00	\$272.00	\$ 272.00	\$ 272.00	\$ 272.00
<b>Papillion Water Department</b>					
Annual Emergency Light with Exit Inspection -38	\$10.00	\$6.50	\$ 380.00	\$ 247.00	\$ 247.00
Annual Exit Light Inspection -11	\$10.00	\$6.50	\$ 110.00	\$ 71.50	\$ 71.50
90 Minute Test	\$506.00	\$506.00	\$ 506.00	\$ 506.00	\$ 506.00
<b>Papio Bay</b>					
Annual Exit Light Inspection -5	\$10.00	\$6.50	\$ 50.00	\$ 32.50	\$ 32.50
90 Minute Test	\$220.00	\$220.00	\$ 220.00	\$ 220.00	\$ 220.00
<b>SumTur Ampitheater</b>					
Annual Emergency Light with Exit Inspection -11	\$10.00	\$6.50	\$ 110.00	\$ 71.50	\$ 71.50
Annual Exit Light Inspection -5	\$10.00	\$6.50	\$ 50.00	\$ 32.50	\$ 32.50
90 Minute Test	\$291.50	\$291.50	\$ 291.50	\$ 291.50	\$ 291.50
<b>Walnut Creek Recreation Area</b>					
Annual Emergency Light with Exit Inspection -1	\$10.00	\$6.50	\$ 10.00	\$ 6.50	\$ 6.50
Annual Exit Light Inspection -2	\$10.00	\$6.50	\$ 20.00	\$ 13.00	\$ 13.00
90 Minute Test	\$207.00	\$207.00	\$ 207.00	\$ 207.00	\$ 207.00
<b>Parks Department</b>					
Annual Emergency Light with Exit Inspection -5	\$10.00	\$6.50	\$ 50.00	\$ 32.50	\$ 32.50
Annual Exit Light Inspection -7	\$10.00	\$6.50	\$ 70.00	\$ 45.50	\$ 45.50
90 Minute Test	\$265.50	\$265.50	\$ 265.50	\$ 265.50	\$ 265.50
<b>City of Papillion Ball Fields</b>					
Annual Emergency Light with Exit Inspection -6 / Fricke	\$10.00	\$6.50	\$ 60.00	\$ 39.00	\$ 39.00
Annual Emergency Light with Exit Inspection -2 / 4 Plex	\$10.00	\$6.50	\$ 20.00	\$ 13.00	\$ 13.00
90 Minute Test	\$239.50	\$239.50	\$ 239.50	\$ 239.50	\$ 239.50

**E. Additional Services/ Costs**

- a) **Labor Rates** - Monday thru Friday service call 7:30am-5:00pm – 2 hour minimum
- \$105.00 / man-hr – Commercial Fire Alarm Technician
  - \$125.00 / man-hr – Commercial Fire Sprinkler Technician
  - \$65.00 Vehicle trip charge for all Service Calls
  - Premium time invoices will be adjusted as follows:
    - 1.50 times standard cost – Mon-Fri – Outside Normal Business Hours
    - 1.50 times standard cost – Sat
    - 2.00 times standard cost – Sun & Holidays
- b) **Repair or Replacement Costs**
- 5 lb. ABC Fire Extinguisher 6 Year Maintenance \$42.00
  - 10 lb. ABC Fire Extinguisher 6 Year Maintenance \$45.00
  - ABC Fire Extinguisher Chemical per lb. \$6.00
  - Labor Cost for Repair of Emergency Light \$105.00 per hour plus parts (Minimum 1 Hour)
  - Labor Cost for Repair of Exit Light \$105.00 per hour plus parts (Minimum 1 Hour)
  - Labor Cost for Repair of Combination Exit/Emergency Light Batteries for Emergency and Exit
  - Lights \$105.00 per hour plus parts (Minimum 1 Hour)
  - Battery Pricing for Emergency Lights will vary between lights \$18.00 - \$32.00

All Parts and Repairs not included in this Proposal (to be priced separately), Contractor will provide a quote to the City for approval.

The City's Contract Manager or designee will verify invoices and supporting documentation itemizing work performed prior to payment and determine compliance with general contract terms, conditions, requirements.

**IV. *Contract Monitoring by City.***

In the event the Contract Manager or designee determines, based upon the results of monitoring activities and other relevant data, that the Contractor has failed to comply with the terms and conditions of the Contract, the City may, in City's sole discretion, elect to engage in the Problem Reporting process set forth below. Nothing herein, including City's decision not to engage in the Problem Reporting process, shall limit City's ability to terminate this Contract or seek any remedies provided for herein related to breach or failure by Contractor to perform under this Contract.

**A. Problem Reporting.** If a problem or concern is encountered or identified during a routine review by the City, the City may require one or more meetings with Contractor to discuss the outcome of the review and the problem or concern identified. During the review meetings, the parties will discuss the deliverables that have been provided or are in process under this Contract, achievement of the terms and conditions of the Contract, and any concerns identified through the City's contract monitoring activities. After a problem has been identified, the Contractor shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative

courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

*The City's acceptance of a problem-resolution activity shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The City's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.*

V. **Contract Payment Clause.**

A. **Pricing.** In accordance with the payment terms and conditions outlined herein, Contractor shall be compensated an amount not to exceed \$80,000.00 for successful completion of the Scope of Work set forth in this Contract.

B. **Payment Calculation.** Contractor shall be paid the following: Contractor will be paid at the rate defined in this contract, for scheduled maintenance and inspections. If a quote is provided for additional services, contractor will be compensated at the approved quote rate.

*Unless otherwise agreed to by the parties in a written amendment signed by both parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract. Contractor shall indemnify and hold harmless City from any claims, causes of action, or damages brought by a third party, including sub-contractors, related to costs, expenses or charges related to the goods and services to be provided by Contractor pursuant to the terms of this Contract.*

C. **Contract Extension.** In the event of a contract extension, Contractor shall be paid as follows: N/A

*Contract extension is at the sole discretion of the City and is not guaranteed. Continued payment beyond the initial term of the Contract is contingent upon extension of the Contract.*

D. **Submission of Invoices.** Contractor shall submit invoice(s) upon completion of services performed. Invoices should contain contracted pricing as agreed upon in this contract. All invoices should be submitted to:

City of Papillion  
Finance Department / Contract Management  
122 E 3<sup>rd</sup> St  
Papillion, NE 68046

E. **Payment of Invoices.** The City shall verify Contractor's performance of the Deliverables and timeliness of Invoices before making payment. The City will not pay Invoices that are

not considered timely as defined in this Contract. The City shall pay all approved Invoices in arrears and within ninety (30) days of approval. In the event City is unable to approve an invoice within 30 days of submission, City shall advise Contractor of the reason why the invoice is unable to be approved, including any additional information that may be necessary from Contractor. Contractor's failure to provide the required information within 30 days shall void the Invoice and shall constitute a waiver of any claim to payment.

**VI. *Insurance Coverage & Bond Requirements.***

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

**A. Insurance Coverage**

<b>Type of Insurance</b>	<b>Limit</b>	<b>Amount</b>
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$2 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Nebraska law	As Required by Nebraska law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

**B. Bond Requirements – N/A**

**VII. *No employment relationship.***

It is understood and agreed that neither Contractor nor any employee or contractor hired by Contractor is an employee, agent or representative of City. Contractor shall have sole responsibility for providing adequate staffing, including the hiring and firing of employees or contractors. Contractor shall be responsible for all wages, benefits, tax withholding, workers compensation, unemployment insurance and verification or reporting requirements for any employee or contractor assigned by Contractor to perform any work pursuant to this Contract. Neither Contractor nor Contractor's employees or contractors shall be entitled to any wages or benefits payable to employees of the City. Contractor shall abide by all local, state and federal

laws and regulations regarding employer obligations, including but not limited to Equal Employment Laws, Fair Labor Standards Act, and the Nebraska Wage Payment Act, for any employee or contractor assigned to work pursuant to this Contract, and shall indemnify and hold City harmless from all claims, causes of action or damages related to a violation of any employment law or regulation. Nothing herein shall prohibit or prevent City from removing or banning any individual, including an employee or contractor of Contractor, from City property for the violation of any rule or regulation established by City, or related to the violation of any local, state or federal law.

**VIII. *Work Eligibility Status.***

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing service within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us) 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**IX. *Anti-discrimination.*** Contractor shall comply with all applicable local, state and federal laws and prohibitions regarding discrimination on the basis of race, religion, gender, age, national origin or disability. Contractor agrees to indemnify and hold City harmless from all claims, causes of action or damages related to a violation of any non- discrimination law.

**X. *Termination.*** This Agreement shall End automatically on April 4, 2026.

This Agreement may be terminated during the term of the Agreement by either party upon a (60) day notice in writing to the other party. City may terminate the Agreement if Contractor fails or refuses to cure within three (3) days of receiving written notice, one or more of the following breaches:

- a. Contractor's failure to maintain any required permits or licenses necessary for the performance of any services required under this Contract.
- b. Notice of any claim, suit or action related to the fault, action, non-action, omission or negligence of Contractor, its employees or contractors arising out of Contractor's performance under this Contract.

- c. The failure by Contractor, its employees or contractors to abide by any local, state or federal statute or regulation in the performance of this Contract.

**XI. Damages for Breach of Contract.**

The party who is unable to perform this agreement in whole or in part for any force majeure event will not be liable for **breach of agreement**. However, the party affected by force majeure event shall immediately notify the other party in writing of the event, and present valid evidence within 5 working days. Both parties will negotiate to decide whether to continue performance of or terminate this agreement according to the effect of such event on performance of this agreement.

**XII. Notices.**

Any notices required under this Contract shall be sent to the following, by U.S. mail, return receipt requested:

For City:

**City of Papillion Purchasing Agent**

Terri Valquier  
122 East Third Street  
Papillion, NE 68046

*and*

**City Clerk**

Nicole Brown  
122 East Third Street  
Papillion, NE 68046

For Contractor:

Associated Fire Protection, Inc  
Jessica Regier, Service Manager  
4905 S. 97<sup>th</sup> Street  
Omaha, NE 68127

**XIII. Indemnification and Hold Harmless.**

Contractor agrees to fully indemnify and hold harmless City, its officers, agents and employees for all claims, causes of action, or damage, including any expenses or liabilities that may arise therefrom for the death, damage or injury to any third party or their property or damage to City property, caused by the fault, action, non-action, omission or negligence of Contractor, its employees or contractors arising out of Contractor's performance under this Contract; but Contractor shall not be liable for any injury, damage or loss caused by the gross negligence or willful misconduct of the City or its officers, agents and employees. Contractor shall give prompt and reasonable notice to City of any claim, suit or action made which in any way, directly or indirectly, affects or may affect City.

**XIV. Choice of Law and Forum Selection.**

The parties agree that Nebraska law shall govern the terms and performance under this Contract. The parties further hereby agree that any legal proceeding with respect to or arising under this Contract shall only be brought in federal, state or county courts located in Sarpy County, Nebraska, and further agree to personal jurisdiction in any such court.

**XV. Severability.**

In the event any portion of this Agreement may be held invalid, void, or illegal for any reason by a court of competent jurisdiction, any such holding shall not affect, impair, or invalidate any other provisions of this Agreement, but such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of the Agreement.

**XVI. Entire Agreement.**

This Contract includes the entire agreement between the parties, and nothing can be added, deleted or modified unless it is written and signed by each party.

**XVII. No Conflict of Interest:** There is no conflict of interest, and each party has the legal authority to enter into this Contract and to perform all obligations and responsibilities contained herein.

**XVIII. Binding upon Successors:** This Contract is binding upon the successors and assigns of the Parties.

EXECUTED this 30 day of March, 23.

ATTEST

Associated Fire Protection, Inc

Service Manager  
(Title)

By Jessica Requie  
Service Manager  
(Title)

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST

CITY OF PAILLION, A Municipal Corporation

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor