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CONTRACT DOCUMENTS

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

Unit Price Contract for General Plumbing
and Plumbing (Less Than 2")
Bid No. 12-153

John Henry's Plumbing, Heating & AC
2949 Cornhusker Hwy.
Lincoln, NE 68504
402.435.5555

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

THIS CONTRACT, made and entered into this 8 day of January, 2013 by and between **John Henry's Plumbing, Heating & AC, 2949 Cornhusker Hwy., Lincoln, NE 68504**, hereinafter called the Contractor, and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

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

Unit Price Contract for General Plumbing and Plumbing (Less Than 2"), Bid No. 12-153

and

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

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

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

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

   Agreement to full proposal.

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

   The Owners will pay for products/services, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. Owners shall order on an as needed basis for the duration of the contract.

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

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

5. GUARANTEE: The Purchasing Division will require a $25,000.00 Performance and Payment Bond from each Contractor for the duration of the Contract.

6. ASSIGNMENT: This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.

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

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

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

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

11. The Contract Documents comprise the Contract, and consist of the following:
    1. Contract Agreements
    2. Performance and Payment Bonds
    3. Accepted Proposal (Supplier Response)
    4. Specifications
    5. Instructions to Bidders
    6. Insurance Requirements
    7. Unit Price Service Contracts Instruction
    8. Unit Price Quotation - Attachment 1
    9. Employee Classification Act, Executive Order 83319
    10. Employee Classification Act Affidavit
    11. Notice to Bidders
    12. Sales Tax Exemption Forms 13 & 17's
    13. Insurance 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 Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Resolution No. A- 87132

dated DEC 10 2012

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated 1-15-13

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

for Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

Hudkins Absent

Heier Absent

dated 1/8/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Delia P. Zorn (SEAL)

Secretary

John Henry's Plumbing Co.

Name of Corporation

2949 Cornhusker Hwy - Lincoln NE 68504

(Address)

By: [signature]

Duly Authorized Official

V.P.

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:

Member

By:

Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information

Bid Creator	Sharon R. Mulder Asst Purchasing Agent
Email	smulder@lincoln.ne.gov
Phone	(402) 441-7410
Fax	(402) 441-6513
Bid Number	12-153
Title	Unit Price Contract for General Plumbing and Plumbing (Less Than 2")
Bid Type	Bid
Issue Date	05/17/2012
Close Date	5/31/2012 12:00:00 PM CST
Need by Date	

Contact Information

Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508
Contact	Sharon Mulder Asst. Purchasing Agent
Department	
Building	
Floor/Room	
Telephone	1 (402) 441-7428
Fax	1 (402) 441-6513
Email	smulder@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	John Henry's Plumbing, Heating & AC
Address	2949 Cornhusker Hwy Lincoln, NE 68504
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 435-5555
Fax	1 (402) 466-5757
Email	info@jhlincoln.com
Submitted	5/31/2012 11:21:13 AM CST
Total	$229.00

Signature

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at http://www.lincoln.ne.gov/city/finance/purch/spec/veninst.ppt

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Unit Price Quotatation Form	I acknowledge reading and understanding the Unit Price Quotatation Form.	Yes
5	Unit Price Instructions	I acknowledge reading and understanding the Unit Price Instructions.	Yes
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Contact	Name of person submitting this bid:	Gary Stratton
8	Percentage Markup of Rental Equipment	Percentage Markup of Rental Equipment ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the equipment type AND cost of equipment from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	15
9	Percentage Markup of Material, excluding freight	Percentage Markup of Material, Excluding Freight ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the material type AND cost of material from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	40
10	Percentage Markup of all Subcontractor Costs	Percentage Markup of Subcontractor Costs ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the amount charged by Subcontractor may be requested with the final invoice to verify quoted price.	15
11	Performance/Payment Bond	I acknowledge that a $25,000 Performance Bond and Payment Bond will be required with the signed contract upon award of this job.	Yes
12	Construction Codes	I acknowledge reading and understanding the Construction Codes in the City of Lincoln at http://www.lincoln.ne.gov/city/build/comercl/codes.htm	Yes
13	License Attachments	I acknowledge attaching any applicable licenses for the services provided under this bid.	Yes
14	References	I have attached my References to the Response Attachment section of this bid.	Yes

15	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	B-Yes
16	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Master Plumber Labor rate per hour	$74.00
	Item Notes:		 LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.	
	Supplier Notes:			
2	1	EA	Journeyman Plumber Labor rate per hour	$64.00
	Item Notes:		 LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.	
	Supplier Notes:			
3	1	EA	Apprentice Plumber Labor rate per hour	$50.00
	Item Notes:		 LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.	
	Supplier Notes:			
4	1	EA	Laborer Labor rate per hour	$41.00
	Item Notes:		 LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.	
	Supplier Notes:			
			Response Total:	$229.00

SPECIFICATION
UNIT PRICE CONSTRUCTION CONTRACT FOR
GENERAL PLUMBING AND PLUMBING SERVICES (LESS THAN 2")
PROJECT INFORMATION

1. **SCOPE OF CONTRACT**
   - 1.1 It is the intent of Lancaster County, Nebraska; the Public Building Commission; and the City of Lincoln (hereinafter referred to as "Owners"), to retain qualified contractors on a Unit Price Construction Contract basis to perform miscellaneous plumbing services (less than 2").
   - 1.2 A sample Unit Price Contract describing the obligations of the Owners and the Contractor is attached to the E-Bid.
   - 1.3 It is estimated that the total amount of work for all departments/agencies of the Owners for the term of the contracts is approximately **$50,000.00**.
     - 1.3.1 Individual Unit Price Projects under the terms of this Contract will range from $0.00 to $25,000.00.
     - 1.3.2 The Purchasing Division will require a $25,000.00 Performance/Payment Bond from each Contractor for the duration of the Contract.
   - 1.4 Labor rates being bid shall include all health and welfare benefits, insurance, taxes, overhead, profit, and all other applicable fringe benefits in the per hour rate shown in the Line Item Unit Price box.
   - 1.5 No adjustments in labor rates or markup percentages being bid will be allowed on work awarded during the annual contract period.
     - 1.5.1 Any future fluctuation in the labor market and/or markup calculations, will only be taken into consideration on an annual basis.
   - 1.6 The term of the contract shall be four (4) years.
   - 1.7 This contract is for **NON-GRANT** funded projects only.

2. **CONTRACT AND INSURANCE**
   - 2.1 Within fourteen (14) calendar days after the award of bid the Contractor(s) must execute a written Unit Price Construction Contract between the Contractor and the Owners and the required Performance/Payment bond.
   - 2.2 Also, within such time period the Contractor must furnish with the executed agreement a certificate of insurance in accordance with the attached "Insurance Clause to be used for All Unit Price Construction Contracts", naming Lancaster County, the Public Building Commission and the City of Lincoln as additional insured.

3. **BIDDING PROCEDURE**
   - 3.1 Bidders shall submit bid documents and all supporting material via e-bid.
     - 3.1.1 All inquiries regarding these specifications shall be directed via e-mail to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
     - 3.1.2 These inquires and/or responses shall be distributed to prospective bidders electronically as an addenda.
     - 3.1.3 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of the bid opening.
     - 3.1.4 No direct contract is allowed between Vendor and other City staff throughout the bid process.
       - 3.1.4.1 Failure to comply with this directive may result in Vendor bid being rejected.
   - 3.2 Award of Contract
     - 3.2.1 The following factors shall be considered in determining the low responsible bids:
       - 3.2.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
       - 3.2.1.2 Character, integrity, reputation, judgment, experience and efficiency of the bidder.

3.2.1.3 Ability of the bidder to perform the work within the time specified for each project.

3.2.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.

3.2.1.5 Information obtained from the references provided by the bidder.

3.2.1.6 Pricing from the Unit Price bid.

3.2.1.7 Any other information deemed relevant to the contract by the Owners.

3.2.2 Contracts resulting from bid proposals shall not be on an all-or-none basis, and may be awarded to several bidders based on price, scheduling, the ability to complete work on time, quality of work and previous inspection and acceptance of past projects.

3.2.3 The Owners further reserve the right to analyze bid proposals in detail and to award contracts which the Owners believe to be in their best interests.

3.2.4 The Owners may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.

3.2.5 The Owners reserve the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting contract.

4. BIDDER QUALIFICATIONS

4.1 Bidders must be registered or licensed in accordance with the Lincoln Municipal Code.

4.2 Bidders shall attach a list of references for similar projects in the Bidders Response Section of their bid.

4.2.1 References to be submitted with the bidding documents shall include a minimum of three (3) references of similar projects completed in the last five (5) years.

4.2.2 References should include: name of firm, contact person, address, and telephone number, and may include references of work previously performed for any one of the Owners.

Unit Price Service Contracts
Instructions

The City/County Purchasing Division has established "unit price" bids from our local repair and service contractors in an effort to streamline the process necessary to obtain services from various trades to perform small emergency and routine maintenance and repair for our facilities. Without this type of arrangement the specification and notice to proceed were unduly delayed or administratively prohibitive.

1. **DEFINITIONS:** For the purposes of this process the following definitions shall apply:

   1.1 **Unit Price Contract:** This series of contracts for routine maintenance, repair and /or remodel with the Owners for labor and material projects equal to or less than $25,000.00 per project will establish approved hourly rates for the same utilizing a fair and competitive bid process. The Purchasing Division will require proof of insurance and a $25,000 payment bond and performance bond from each contractor for the duration of the contract. During the course of the contract period (which is one year with three (3) each one year renewal options), any Owners Department / Division / Agency may utilize the established unit price contract for maintenance, repair and small remodeling projects under $25,000. Unit Price Service Contracts shall not include contracts involving: a) any street, alley bridge or highway, or b) the new construction, furnishing, erection or installation of any building or structure.

   1.2 **Labor and Materials:** (time and materials) The contractor will be paid for labor and materials instead of charging a fixed price or percentage of costs. Contractor shall provide a quote to the Owners for time and materials for the actual projected labor hours and material incorporated into or used solely for the project.

   1.3 **Unit Price Contractor:** Shall mean any person that enters into a Unit Price Service Contract as a service provider.

   1.4 **Maintenance and Repair:** Unit price contracts are restricted to ONLY MAINTENANCE, REPAIR SERVICES AND LIMITED REMODELING THAT TOTAL **no more than** $25,000 FOR THE ENTIRE PROJECT. Project Managers shall not divide work or phase project to avoid this limitation. Maintenance and repair shall be limited in scope to expenditure needed to preserve a property's original status and functionality or to compensate for wear and tear and minor remodeling to improve the regular compliance for the facility.

   1.5 **Owners** shall mean the agencies, departments and offices of the City of Lincoln, Lancaster County, or City of Lincoln/Lancaster County Public Building Commission, Nebraska.

1.6 **Owner's Project Manager:** The "Project Manager" as used in this process shall mean the Owner's department / division or agency manager / supervisor or by or through that person's duly authorized assistants. The Project Manager shall be responsible for general management (getting quotes, selecting contractor, scheduling work, supervising the work and insuring payment to the contractor for said work) of work performed utilizing the Unit Price Contracts.

1.7 **Project:** The Unit Price Contracts are restricted to projects for $25,000 or less. Projects shall mean the entire scope of the work incorporated into a planned undertaking of related activities to reach an objective that has a beginning and an end.

1.8 **Quotation:** A proposed estimation of the labor and materials of the individual project to determine an appropriate price to complete the work. May be verbal for small projects (under $5,000) and written for projects $5,000 and over.

2. SELECTION POLICIES AND PROCEDURES:

2.1 Any Owner Department, Division or Agency may utilize the unit price contracts for maintenance and repair services with a total project cost of $25,000 or under.
- 2.1.1 0 to $5,000: Verbal quote obtained from approved unit price contractor(s).
- 2.1.2 $5,001 to $9,999: Written (fax is acceptable) price quotes from two or more (if available) approved unit price contractors.
- 2.1.3 $10,000 to $25,000: Written (fax is acceptable) price quotes from two or more (if available) approved unit price contractors, and a notice of approval from the Purchasing Division.

2.2 Right to Audit: The Purchasing Agent has the right to audit any project for compliance with this procedure. The Purchasing Agent may suspend any Project Manager from using this procedure for non-compliance including, but not limited to the following:
- 2.2.1 Project is over $25,000.
- 2.2.2 Project was subdivided into small phases to avoid the $25,000 Project limit.
- 2.2.3 If proper documentation has not been retained by the Project Manager.
- 2.2.4 If Purchasing Agent has reason to believe the Project Manager is not providing fair and open access to all available Unit Price Contractors for the work covered under this program.

2.3 The following is required by Ordinance No. 4.66.100(b): All parties of this Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract, as allowed by law.

CITY OF LINCOLN\LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION

ATTACHMENT 1

PLUMBING SERVICES 2 INCH AND SMALLER, Spec. 12-153

Date:

TO DEPARTMENT/AGENCY REPRESENTATIVE:

FROM (CONTRACTOR):

PROJECT NUMBER:

PROJECT DESCRIPTION:

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST TABLE

CONTRACTOR	RATE	NO. HOURS	TOTAL $ AMOUNT
Master Plumber			
Journeyman Plumber			
Plumber's Apprentince			
Laborer:			
Other			
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	TOTAL $ AMOUNT
Total Equipment Costs			
Total Materials Cost			
Total Shipping Cost			

SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% of Markup	TOTAL $ AMOUNT
Sub No. 1			
Sub No. 2			
Sub No. 3			
Sub No. 4			
Sub No. 5			

TOTAL PRICE (NOT TO EXCEED) $

FIRM:

BY:

ADDRESS:

PHONE

Change Order #:

Accepted:

Not Accepted:

APPROVED BY:

Department/Agency Representative

DATE: