

A-88374

C-14-0380

CONTRACT DOCUMENTS

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

**ANNUAL REQUIREMENTS
FOR
Equipment and Accessory Rental
Bid No. 14-137**

**Hamilton Equipment Co.
8801 Highway 6
Lincoln, NE 68507
402-464-6381**

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

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between Hamilton Equipment Co., 8801 Highway 6, Lincoln, NE 68507, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

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

For providing Annual Requirements for Equipment and Accessory Rental, Bid No. 14-137
and,

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

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

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

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

Agreement to lines items 4, 5, 6, 9 and 10 of Contractor's Proposal. Pricing based on percentage under AED Green Book/Company Listing.

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

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The total cost of products or services for County agencies and Public Building Commission is estimated to be \$45,000.00 during the contract period for all contracted vendors. The total cost of products or services for City Departments is estimated to be \$45,000.00 during the contract period for all contracted vendors.

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

Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a three year term with the option of one (1) additional three (3) year term.

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

1. Contract Agreement
2. Accepted Proposal/Response
3. Specifications
4. Instructions to Bidders
5. Insurance Requirements
6. Sales Tax Exemption Form 13

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

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

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Teresa J. Meier



CITY OF LINCOLN, NEBRASKA

Mayor

Chris [Signature]

Approved by Resolution No. A-88374

dated July 14, 2014

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

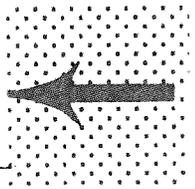
Attest:

Public Building Commission Attorney

Jeffery R. [Signature]

Chairperson, Public Building Commission

dated Aug 5 - 2014



EXECUTION BY LANCASTER COUNTY, NEBRASKA

Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

[Signature]
Law

[Signature]
[Signature]
[Signature]
[Signature]

dated 7/29/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Hamilton Equipment Co.
Name of Corporation

ATTEST:

8801 Hwy 6 Lincoln, NE 68507.
(Address)

Secretary (SEAL)

By: [Signature]
Duly Authorized Official

Sales Manager.
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information		Contact Information	Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Address
Email	rwalla@lincoln.ne.gov	Contact	Contact
Phone	1 (402) 441-8309	Department	Department
Fax	1 (402) 441-6513	Building	Building
Bid Number	14-137	Floor/Room	Floor/Room
Title	Annual Requirements - Equipment and Accessory Rental	Telephone	Telephone
Bid Type	Bid	Fax	Fax
Issue Date	05/14/2014	Email	Email
Close Date	5/30/2014 12:00:00 PM CT		
Need by Date			

Supplier Information

Company	Hamilton Equipment Co
Address	8801 Highway 6 Lincoln, NE 68507
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 4646381
Fax	1 (402) 4645989
Email	
Submitted	5/23/2014 12:59:53 PM CT
Total	\$200.00
Signature	

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Contact	Name of person submitting this bid:	Brian Motschenbacher
7	References	I have attached (2)two References to the Response Attachment section of this bid. References shall be from current customers which have contracted with you for the services required as listed in the specifications. Include Company Name, Address, Phone Number, Value of Contract and Contact Person. Type this information on company letterhead and attach to the Response Attachments section of your ebid.	Yes
8	Equipment Manufacturer	List the manufacturers name of the primary products you will provide under this contract.	Bobcat, Kubota, Honda, Doosan
9	Delivery Requirements	I have read and understand the time requirements for the delivery of equipment within 24 hours of placing an order.	Yes
10	Additional Items	I have attached a list of items and pricing not included in the AED Green Book which will be available to Owners if contract is awarded.	Yes
11	Order Process	I have attached detailed information on how my company will handle orders from the Owners in order to ensure that the pricing is correct and deliveries are guaranteed within 24 hours? (Attach this information on company letterhead with a detailed description)	Yes
12	Tax Exempt Certificate Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby Water projects are taxable.)	Yes
13	Contract Term	I acknowledge and will accept a contract for a term of 3 years from the date of execution with an option for an additional 3 year term upon approval by both parties.	Yes
14	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
15	Declared Disaster or Emergency Situations	Do you agree to provide equipment as requested by the Owners according to the terms listed in the Specifications for declared disaster and emergency situations? Yes OR No. If Yes, will you charge an additional amount for delivery of equipment outside of normal business hours?	No

Line Items

#	Qty	UOM	Description	Response
1	1	EA	HEAVY EQUIPMENT One Day Rental (8 hours)- Percent Under AED Green Book	No Bid
Item Notes:				
Supplier Notes:				
2	1	EA	HEAVY EQUIPMENT One Week Rental (40 hours)- Percent Under AED Green Book	No Bid
Item Notes:				
Supplier Notes:				
3	1	EA	HEAVY EQUIPMENT One Month Rental (176 hours)- Percent Under AED Green Book	No Bid
Item Notes:				
Supplier Notes:				
4	1	EA	INDUSTRIAL, CONTRACTOR,HOMEOWNER EQUIPMENT One Day Rental (8 hours)- Percent Under AED Green Book	11.00%
Item Notes:				
Supplier Notes: Equipment that requires a trailer are furnished with a trailer at no charge. Equipment will be full of fuel when leaving our facility. Equipment returned not full of fuel will be charged \$4.00 per gallon.				
5	1	EA	INDUSTRIAL,CONTRACTOR,HOMEOWNER EQUIPMENT One Week Rental (40 hours)- Percent Under AED Green Book	11.00%
Item Notes:				
Supplier Notes: Equipment that requires a trailer are furnished with a trailer no charge. Equipment will be full of fuel when leaving our facility. Equipment returned not full of fuel will be charged \$4.00 per gallon				
6	1	EA	INDUSTRIAL,CONTRACTOR,HOMEOWNER EQUIPMENT One Month Rental (176 hours)- Percent Under AED Green Book	21.00%
Item Notes:				
Supplier Notes: Equipment that requires a trailer are furnished with a trailer no charge. Equipment will be full of fuel when leaving our facility. Equipment returned not full of fuel will be charged \$4.00 per gallon.				

7	1	EA	Delivery Charge for HEAVY CONSTRUCTION EQUIPMENT Within Lincoln City Limits ONE WAY TRANSPORT!	No Bid
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Item Notes:

Supplier Notes:

8	1	EA	Delivery Charge for ALL OTHER EQUIPMENT Within Lancaster County ONE WAY TRANSPORT!	No Bid
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Item Notes:

Supplier Notes:

9	1	EA	Delivery Charge for ALL OTHER EQUIPMENT Within Lancaster County ONE WAY TRANSPORT!	\$100.00
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Item Notes:

Supplier Notes: Our delivery charge is \$100.00 per hour round trip.

10	1	EA	Delivery Charge for ALL OTHER EQUIPMENT Within Lincoln City Limits ONE WAY TRANSPORT!	\$100.00
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Item Notes:

Supplier Notes: Our delivery charge is \$100.00 per hour round trip

Response Total: \$200.00
