14060252

# CONTRACT DOCUMENTS

## CITY OF LINCOLN
## NEBRASKA

**Seasonal Requirements**
**for**
**Snow Removal - Motor Grader Services**
**Bid Number 14-142**

**Clark Construction Company Inc.**
**17770 250th St.**
**Ashland, NE 68003**
**402-944-7614**

**CITY OF LINCOLN**
**CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Clark Construction Company Inc., 17770 250th St., Ashland, NE 68003**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City 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 Seasonal Requirements for Snow Removal - Motor Grader Services, Bid No. 14-142 and,

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

   **Agreement to full proposal - one motor grader**

2. The City 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:

   **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. All contracts awarded from Bid No. 14-142 will combine for a total amount estimated at $163,400.00.**

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 City 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 City 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 City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City'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.

7. 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 up to three (3) additional one (1) year term.

8. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Agreement
   2. Accepted Proposal/Supplier Response
   3. Addendum No. 1
   4. Special Provisions
   5. Specifications
   6. Instructions to Bidders
   7. Insurance Requirements
   8. Notice to Bidders

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 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 do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

Teresa J. Meier

City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive No. 81390

dated 8-6-14

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

Clark Construction Company Inc.

Name of Corporation

ATTEST:

_____(SEAL)

Secretary

(Address)

By: Willard A. Clark

Duly Authorized Official

President

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____

Member

By: _____

Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

## Bid Information

| | |
|---|---|
| Bid Creator | Sharon R. Mulder Asst Purchasing Agent |
| Email | smulder@lincoln.ne.gov |
| Phone | (402) 441-7428 |
| Fax | (402) 441-6513 |
| Bid Number | 14-142 Addendum 1 |
| Title | Snow Removal - Motor Grader Services |
| Bid Type | Bid |
| Issue Date | 05/23/2014 |
| Close Date | 6/11/2014 12:00:00 PM CT |
| Need by Date | |

## Contact Information

| | |
|---|---|
| Address | Purchasing<br>440 S. 8th St.<br>Lincoln, NE 68508 |
| Contact | Sharon R. Mulder Asst Purchasing Agent |
| Department | |
| Building | |
| | Suite 200 |
| Floor/Room | |
| Telephone | (402) 441-7428 |
| Fax | (402) 441-6513 |
| Email | smulder@lincoln.ne.gov |

## Ship to Information

| | |
|---|---|
| Address | |
| Contact | |
| Department | |
| Building | |
| Floor/Room | |
| Telephone | |
| Fax | |
| Email | |

## Supplier Information

| | |
|---|---|
| Company | Clark Construction Company Inc. |
| Address | 17770 250th Street<br><br>Ashland, NE 68003 |
| Contact | Willard Clark |
| Department | |
| Building | |
| Floor/Room | |
| Telephone | 1 (402) 944-7614 |
| Fax | 1 (402) 944-7614 |
| Email | clarkst@windstream.net |
| Submitted | 5/29/2014 3:42:29 PM CT |
| Total | $210.00 |

Signature

## Supplier Notes

## Bid Notes

## Bid Activities

| Date | Name | Description |
|---|---|---|
| 5/30/2014 1:30:00 PM | Pre-bid Meeting | A pre-bid meeting will be held on Friday, May 30th at 1:30 p.m. at the Municipal Service Center located at 901 W. Bond Street, Lincoln, NE. Use NW Entrance by cafeteria for the Training Room. |

## 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 | Bid Documents | I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications. | Yes |
| 5 | Sample Contract | I acknowledge reading and understanding the sample contract. | Yes |
| 6 | Contact | Name of person submitting this bid: | Willard Clark |
| 7 | Numbers in Price Box | I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of $0 for respective line items. | Yes |
| 8 | Renewal is an Option | Contract Extenstion Renewal is an option. | Yes |
| 9 | Special Provision Term Contract Provisions | I acknowledge reading and understanding the Special Provision Term Contract Provisions. | Yes |
| 10 | Disaster Plan | DISASTER PLAN PARTICIPATION: If awarded a contract, can the City of Lincoln call on your firm to participate in a disaster relief/cleanup plan with your company performing duties similar to those in the contract? YES or NO<br>If YES, I understand that the terms and pricing will not deviate from the executed contract. | Yes |
| 11 | Electronic Signature | Please check here for your electronic signature. | Yes |
| 12 | Agreement to Addendum No. 1 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. | Yes |

## Line Items

| # | Qty | UOM | Description | Response |
|---|---|---|---|---|
| 1 | 1 | Hour | Motor Grader 1 -- Cost per Hour for actual Snow Plowing Services | $210.00 |

Item Notes: BIDDER'S NOTE: IF MORE THAN ONE GRADER IS TO BE USED FOR SNOW REMOVAL, ADDITIONAL GRADERS MUST BE ENTERED ON A NEW LINE. If you are submitting a price for more than 4 motor graders, call Purchasing @ 402-441-7428 and additional lines will be entered.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Make | Make | Caterpillar |
| 2 | Model | Model | 140H |
| 3 | Year | Year of Grader | 1996 |

| | | | | |
|---|---|---|---|---|
| 2 | 1 | Hour | Motor Grader 2 -- Cost per Hour for actual Snow Plowing Services | |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Make | Make | n/a |
| 2 | Model | Model | n/a |
| 3 | Year | Year of Grader | |

| | | | | |
|---|---|---|---|---|
| 3 | 1 | Hour | Motor Grader 3 -- Cost per Hour for actual Snow Plowing Services | |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Make | Make | n/a |
| 2 | Model | Model | n/a |
| 3 | Year | Year of Grader | n/a |

| | | | |
|---|---|---|---|
| 4 | 1 | Hour | Motor Grader 4 -- Cost per Hour for actual Snow Plowing Services |

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Make | Make | n/a |
| 2 | Model | Model | n/a |
| 3 | Year | Year of Grader | n/a |

Response Total: $210.00

Client#: 13866 CLARK3

**ACORD™**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER
INSPRO Insurance
P.O. Box 6847
Lincoln, NE 68506
402 483-4500

CONTACT NAME: Daniel P. Virgillito
PHONE (A/C, No, Ext): 402-484-4877 FAX (A/C, No): 402-483-7977
E-MAIL ADDRESS: dvirgillito@insproins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Nationwide Insurance | 00035 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Clark Construction Co.
17770 250th Street
Ashland, NE 68003-3699

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | X | | ACPCAA72344661636 | 09/01/2013 | 09/01/2014 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | ACPB72344661636 | 09/01/2013 | 09/01/2014 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | ACPCAA72344661636 | 09/01/2013 | 09/01/2014 | EACH OCCURRENCE | $3,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $3,000,000 |
| | DED X RETENTION $0 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | ACPWC72344661636 | 09/01/2013 | 09/01/2014 | X WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Lincoln is listed as an Additional Insured.

CERTIFICATE HOLDER

City of Lincoln
Purchasing Dept; Sharon Mulder
440 South 8th St. Ste 200
Lincoln, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James D. Mibb d

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