

14060252

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

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

**K2 Construction  
7701 Cornhusker Highway  
Lincoln, NE 68462  
402-467-2355**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **K2 Construction, 7701 Cornhusker Highway, Lincoln, NE 68462**, 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

*Chris B...*  
Mayor

Approved by Executive No. 87390

dated 8-6-14

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

K2 construction  
Name of Organization

Partnership  
Type of Organization

7701 Cornhusker Hwy, Lincoln, NE  
(Address)

68507

By: *the off*  
Member

By: Thomas Rogge  
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	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7428			
Fax	(402) 441-6513			
Bid Number	14-142 Addendum 1	Department		Department
Title	Snow Removal - Motor Grader Services	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	05/23/2014	Telephone	(402) 441-7428	Telephone
Close Date	6/11/2014 12:00:00 PM CT	Fax	(402) 441-6513	Fax
Need by Date		Email	smulder@lincoln.ne.gov	Email

## Supplier Information

Company K2 Construction  
 Address 7701 Cornhusker Highway  
  
 Lincoln, NE 68462  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 467-2355  
 Fax 1 (402) 467-2055  
 Email  
 Submitted 5/30/2014 2:02:35 PM CT  
 Total \$120.00

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:	Tom Rogge
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 Extension 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 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	\$120.00

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	Vitalis
2	Model	Model	500
3	Year	Year of Grader	1995

2	1	Hour	Motor Grader 2 -- Cost per Hour for actual Snow Plowing Services	No Bid
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Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Make	Make	
2	Model	Model	
3	Year	Year of Grader	

3	1	Hour	Motor Grader 3 -- Cost per Hour for actual Snow Plowing Services	No Bid
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Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Make	Make	
2	Model	Model	
3	Year	Year of Grader	

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4 1 Hour Motor Grader 4 -- Cost per Hour for actual Snow Plowing Services No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Make	Make	
2	Model	Model	
3	Year	Year of Grader	

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Response Total: \$120.00

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