CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

ANNUAL REQUIREMENTS
FOR
SNOW REMOVAL - AG TRACTOR SERVICES
BID NO. 14-144

K2 Construction
7701 Cornhusker Highway
Lincoln, NE 68462
402.467.2355

CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered 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 **Annual Requirements for Snow Removal - Ag Tractor Services, Bid No. 14-144** 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, (1) tractor.

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. 14-144 will combine for a total amount estimated at $94,600.00.

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 (1) one year term with the option to renew for up to three (3) additional one (1) year terms.

8. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Agreement
   2. Accepted Proposal/Supplier Response
   3. Specifications
   4. Special Provisions
   5. Insurance Requirements
   6. Instructions to Bidders
   7. Notice to Bidders
   8. 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 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. 087448

dated Aug 27, 2014

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

_____
Name of Corporation

_____
(Address)

By:_____
Duly Authorized Official

_____
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

KZ Construction
Name of Organization

Partnership
Type of Organization

7701 Cornhusker Hwy, Lincoln, NE 68507
(Address)

By:_____
Member

By: Thomas Rogge
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	14-144
Title	Snow Removal - Ag Tractor 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 440 S. 8th St. 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	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 2:14:38 PM CT
Total	$80.00

Signature _____

Supplier Notes

Bid Notes

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	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
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 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	Tax Exempt Certification 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 excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
11	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Hour	Hourly Rate to compensate for actual snowplowing services	$80.00

Item Notes: BIDDERS NOTE: Indicate below the number of tractors to be used for snow removal. Also List the tractor Make, Model and Year of each tractor you are submitting a bid for.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Number of Tractors	List the number of tractors you will be bidding for snow removal.	1
2	Make, Model, Year	List the tractor Make, Model and Year of each tractor you are submitting a bid for.	John Deere 7420 2004

Response Total: $80.00

SPECIFICATIONS
FOR
SNOW REMOVAL SERVICES - AGRICULTURAL TRACTOR

1. SCOPE

1.1 The City of Lincoln is requesting bids from Contractors to assist in snow removal from City streets using Agricultural Tractors with snow blades.

1.1.1 The City will require approximately twenty-one (21) agricultural tractors for snow removal.

1.2 Contractor shall furnish agricultural tractors(s) and operator(s) for the purpose of snow removal for the City of Lincoln during the winter season beginning on or about November 15 and ending on or about April 1.

1.2.1 The Contractor's equipment shall be available November 1st through November 15th for mounting of plows at City facilities.

1.2.2 At the conclusion of the snow season the Contractor's equipment shall be available from March 15th through March 31st for dismounting of plows.

1.2.2.1 This will be the only time the City will dismount the plow and remove the tire chains.

1.3 Tractors (after plows are mounted) must be housed at a City facility.

1.3.1 Location of tractor will be determined according to the district they are assigned to for the winter season, unless otherwise approved by the Director of Public Works or his/her designated representative.

1.4 The City intends to enter into a contract for a one (1) year term with the option to renew for up to three (3) additional one (1) year terms.

1.4.1 If the Contractor agrees to renewal, tractor size/model and number of tractors will be verified each year at time of renewal.

1.4.2 Bid prices shall remain firm during the initial contract term.

1.5 Bidder shall submit bid documents and all supporting material via e-bid.

1.5.1 Contractor may bid any number of tractors that meet the requirements of this specification.

1.6 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.

1.6.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda

1.6.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.

1.6.3 No direct contact is allowed between Contractor and other City staff throughout the bid process.

1.6.3.1 Failure to comply with this directive may result in Contractor bid being rejected.

1.7 A pre-bid meeting will be held on Friday, May 30th at 1:30 p.m. located at the Municipal Service Center Training Room.

1.7.1 The Municipal Service Center is located at 901 W. Bond Street, Lincoln, NE 68521.

1.7.2 Enter in on the NW Entrance near cafeteria.

2. CONTRACT AND CERTIFICATE OF INSURANCE

2.1 Within fourteen (14) calendar days after the award of the bid, the Contractor shall sign and return the contract to the City of Lincoln.

2.2 Also within such time period, the Contractor must furnish a Certificate of Insurance in accordance with the requirements specified in the bid documents.

2.2.1 All Certificates of Insurance shall be filed with the City of Lincoln on the standard Accord Certificate of Insurance form showing the specific limits of insurance coverage required, and showing the City of Lincoln as an "additional insured" as pertains to snow removal services.

2.2.2 Such Certification shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days notice of cancellation or non-renewal of any material reduction of insurance coverage.

3. TRACTOR SPECIFICATION

3.1 The Contractor shall furnish agricultural tractor(s) for such purpose that meet or exceed the following specifications:

3.1.1 ENGINE: Minimum four cylinder, diesel powered, 300 cu. in. minimum displacement.

3.1.2 HORSEPOWER: 85 minimum draw-bar.

3.1.3 HYDRAULICS: Separate high pressure units (circuits) for linkage and remote outlets with dual spools.

3.1.4 CAB: Fully enclosed cab with heater, defrosters and windshield wipers.

3.1.5 LIGHTS: All lights required by FMVSS 108.

3.1.6 WHEELBASE: Not less than 80 inches nor more than 110 inches.

3.1.7 FRONT AXLE: Wide type with front wheels spaced not closer than 48 inches, inside to inside.
3.1.8 REAR WHEELS: Single, no more than 8 feet total width (out/out).
4.1.8.1 Dual rear wheels are not acceptable.
3.1.9 STEERING: Power assisted.
3.1.10 Tractor must be capable of carrying a 10 ft. straight rail frame snowplow.
3.1.11 FUEL TANK: Minimum 20 U.S. gallons capacity.
3.1.12 WEIGHT: Not less than 8,000 pounds.

4. CITY/CONTRACTOR RESPONSIBILITIES

4.1 The Contractor shall be responsible for all lubricants, repair and maintenance of the tractor.
4.1.1 The facility and tools for the repair and maintenance of tractor shall be provided by the Contractor.
4.1.2 No hourly rate of payment shall be made to the Contractor for maintenance and repair during this "downtime" and the hourly rate will not resume until the equipment is back in use in the field.

4.2 The City will provide fuel for plowing operations.
4.2.1 The Contractor will be responsible for full fuel tanks at the beginning of each snow plowing operation.
4.2.3 The City will provide refueling during operations and ensure full tanks are provided at completion of snow plowing operations.

4.3 The Contractor is an independent Contractor, and neither the Contractor nor his/her employees or agents shall be considered for any purpose to be employees of the City for any purpose.

4.4 The Contractor shall be responsible for providing qualified operator(s) for the tractor.

4.5 The Contractor shall employ sufficient operator(s) to provide for continuous around-the-clock operation.
4.5.1 Any such operator shall be at least twenty-one (21) years of age, shall hold a valid Nebraska Motor Vehicle Operator's license, and shall be skilled in the operation of the Contractor's tractor for snow plowing purposes.

4.6 Annual Training is a mandatory requirement for all Ag Tractor Service operators.
4.6.1 Operators who fail to attend training class will not be allowed to plow snow until their training is made up.
4.6.1.1 Training shall be monitored by the City.
4.6.2 All awarded contractors shall be notified the details of the training class(es) by the City of Lincoln, Street and Maintenance Department.

4.7 The contractor shall respond within two (2) hours after notification by the Director of Public Works & Utilities or his/her designated representative for the purpose of plowing snow from City streets in accordance with the City of Lincoln Ice and Snow Control Plan with the City of Lincoln making every attempt to give a twelve (12) hour notice.
4.7.1 Failure of contractor to respond within such time period may result in forfeiture of any remaining guaranteed hours due the contractor.
4.7.2 Such forfeiture and cancellation shall be at the sole discretion of the Director of Public Works & Utilities, or his/her designated representative.
4.7.3 Notice of such cancellation shall be in writing.

4.8 The City shall furnish tire chains and a 10 ft. wide, 40 inch high front-mount, hydraulically operated snowplow for installation on the Contractor's tractor.

4.9 The City shall make the initial installation of the snowplow on the Contractor's tractor using the existing implement mountings provided by the manufacturer.
4.9.1 The City will not modify the Contractor's tractor without the express written consent of the Contractor.

4.10 If the Contractor chooses to purchase a new tractor, or trade his/her existing tractor, necessitating extensive adjustment for the remounting of the snowplow, adjusting the tire chains, etc. on a different tractor, the City reserves the right to examine the cost benefit for the remaining term of this contract.
4.10.1 If the Contractor has not used his/her guaranteed hours of utilization, the remaining time of the contract will be prorated and subtracted from the guaranteed hours of utilization.

4.11 After completion of each snow plowing operation, the Contractor shall deliver the tractor with mounted snowplow to the Public Works Maintenance Shop, 901 W. Bond Street, for inspection and any necessary repair to the snowplow or tire chains before the City places said tractor in storage.

4.12 The City shall perform all maintenance and repairs of the snowplow attachment and tire chains.
4.12.1 In the event of mechanical failure to the snowplow during operation it shall be at the option of the City whether to make field repairs or to instruct the Contractor to deliver the snowplow to the City's shop.

4.13 The City will provide to the Contractor assigned district(s) for snow plowing, including maps showing the district boundaries and the streets within the districts.
4.13.1 More than one Contractor may be assigned to districts and they will be expected to work together as a team.

4.14 Upon completion of snow removal within contractors assigned district, contractor shall report to the assigned district shop for reassignment or release by the district supervisor.

4.15 If snow plowing is required for an extended period of time, Contractor must make shift changes at a location in the same area that plowing is being conducted.

4.16 The City has the option of installing a temporary GPS Tracking System in the tractor to track the progress of snow removal.

4.16.1 The City will be responsible for the installation and removal of Tracking System.

4.16.2 Tractor shall be equipped with a power point or be willing to let the City install one.

5. PAYMENT

5.1 Upon execution of the contract, the City will pay the Contractor a lump sum of $600.00 to cover the cost of insurance and any other fixed costs associated with accomplishing snow removal.

5.1.1 The lump sum includes the cost of one hour at the beginning of the winter season and one hour at the end of the season for mounting and dismounting of the plow.

5.1.2 Contractor must provide a copy of invoice from their insurance company for said payment from The City of Lincoln Street Maintenance Division, 901 W. Bond Street, Suite 200, Lincoln NE 68521.

5.2 The Contractor shall be paid the hourly rate they submitted in their bid for all hours while the Contractor is plowing snow.

5.3 Payment will not be made for time spent in travel to or from the City by the Contractor.

5.4 Contractors are guaranteed thirty (30) hours utilization for the duration of the contract season, to be reconciled at the end of the season.

5.5 The City will authorize the use of the equipment for each successive storm emergency.

5.5.1 Any work not authorized by the Director of Public Works or his/her designated representative shall not be approved for payment nor will any liability for payment be asserted by the contractor.

5.6 If awarded, the contract may not be assigned by the Contractor without the written authorization of the City.

5.7 Time is of the essence in the performance for snow removal services and the Contract may be terminated at the City's option if the Contractor fails to perform such services as required.