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LANCASTER COUNTY
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CONTRACT DOCUMENTS

CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA

ANNUAL SUPPLY
OF
ASPHALTIC CONCRETE
BID NO. 14-152

Cather & Son's Const., Inc.
P.O. Box 29199
Lincoln, NE 68529
402.464.2113

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Cather & Son's Const. Inc., P.O. Box 29199, Lincoln, NE 68529**, 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, hereinafter called the "Owners".

WHEREAS, the Owner 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 Supply of Asphaltic Concrete, Bid No. 14-152 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 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 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 with "no minimum orders required"; however, Owners will make every attempt to order 30 ton at a time. All contracts for these products/services will be for a total estimated at \$312,500.00.

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 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 and Lancaster County, Nebraska. 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") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.

8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a on (1) year term.
9. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Special Provisions
 4. Instructions to Bidders
 5. 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:

Teresa J. Mice
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Buss
Mayor

Approved by Executive No. 987507

dated 9-15-14

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Brian J. Behrens
for County Law

The Board of County Commissioners of
Lancaster, Nebraska

Kenneth A. Givens
John J. ...
David ...
Jerry ...
Jack ...

dated 8/19/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

 (SEAL)
Secretary

CATHERY SON'S CONST. CO., INC.
Name of Corporation

6400 N. MO. LINCOLN, NE 68501
(Address)

By:  ADAM PETSCH
Duly Authorized Official

VICE 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		Contact Information		Ship to Information
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address	City of Lincoln/Lancaster County Purchasing 440 South 8th Street Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder, Asst. Purchasing Agent	Contact
Phone	(402) 441-7428	Department		Department
Fax	(402) 441-6513	Building		Building
Bid Number	14-152	Floor/Room		Floor/Room
Title	Annual Supply of Asphaltic Concrete	Telephone	402 (441) 7428	Telephone
Bid Type	Bid	Fax	402 (441) 6513	Fax
Issue Date	05/23/2014	Email	smulder@lincoln.ne.gov	Email
Close Date	6/6/2014 12:00:00 PM CT			
Need by Date				

Supplier Information

Company Cather & Son's Const., Inc.
 Address P.O. Box 29199
 Lincoln, NE 68529

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 464-2113
 Fax 1 (402) 464-6759
 Email
 Submitted 6/4/2014 1:27:34 PM CT
 Total \$282,500.00

Signature

Supplier Notes

Plant Open April 1 thru November 30, depending on the weather.

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/bidinst.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	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	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
4	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes
5	Term of Contract	I acknowledge the term of this contract will be for one year with no options of renewal.	Y
6	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
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	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
9	Contact	Name of person submitting this bid:	Adam Petsch / Vice President
10	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	2,400	Ton	Type 1P Hot Mixed Asphalt (for Arterial)	\$60.00
Manufacturer #:				
Item Notes: Please state the approximate Plant opening date and closing date in the supplier notes section of the bid.				
Supplier Notes: Plant Open April 1 thru Nov 30, depending on weather				
2	2,100	Ton	Type 2P Hot Mixed Asphalt (for Non-Arterial)	\$60.00
Manufacturer #:				
Item Notes: Please state the approximate Plant opening date and closing date in the supplier notes section of the bid.				
Supplier Notes: Plant Open April 1 thru Nov 30, depending on weather				
3	525	Ton	Cold Mix Asphalt	No Bid
Manufacturer #:				
Item Notes: Please state the approximate Plant opening date and closing date in the supplier notes section of the bid.				
Supplier Notes:				
4	500	Gallons	Asphalt Cement/Binder Oil - PG 64-22 (See Specifications document for more information).	\$25.00
Manufacturer #:				
Item Notes: Please state the approximate Plant opening date and closing date in the supplier notes section of the bid.				
Supplier Notes: Plant Open April 1 thru Nov 30, depending on weather				
Response Total:				\$282,500.00

**SPECIFICATIONS
FOR
ANNUAL SUPPLY OF ASPHALTIC CONCRETE**

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Annual Supply for Asphaltic Concrete.
 - 1.1.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.2 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Assistant Purchasing Agent (smulder@lincoln.ne.gov) or Fax:(402)441-6513.
 - 1.2.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.2.2 The Purchasing Office shall only reply to written inquires received within five (5) calendar days of bid opening.
 - 1.2.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.2.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.3 The term of contract shall be one (1) year term with no renewals
- 1.4 The contract may be terminated by the City upon thirty (30) calendar days advance written notice.

2. SCOPE

- 1.1 Types of asphaltic concrete furnished under this spec shall meet or exceed the applicable portions of Chapter 12.00-ASPHALTIC CONCRETE, CITY OF LINCOLN STANDARD SPECIFICATIONS.
 - 1.1.1 Asphalt Cement/Binder Oil, Grade PG 64-22 - A vacuum steam refined straight run asphalt for use in hot mixes in moderate temperature climates under normal load conditions, which meets ASTM D6373 & AASHTO M320 requirements.
- 1.2 City of Lincoln Public Works Department and County Engineering Department will pick up material at the contractor's plant location.
- 1.3 Loading shall be provided by the contractor.
- 1.4 Material Acceptance for Asphalt Cement/Binder Oil (Line Item 4)
 - 1.4.1 Product shall be pumped by the Vendor at their location and not via self-service by City or County staff.

3. ESTIMATED QUANTITIES

- 3.1 It is anticipated that the City/County will require approximately 5,525 tons of material throughout the contract period.
- 3.2 Estimated daily requirement is 30 to 40 tons.

4. AWARD OF BID

- 4.1 It is the intent of the City/County to award multiple contracts, with per "Ton" or "Gallon" cost and plant proximity to project location being the determining factors in daily contractor selection.

5. **RESERVATION**

5.1 The City/County reserves the right to purchase material from sources other than the contractor in the event the contractor is unable to provide the quantity and/or types of material requested.