

C-14-0411

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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

Constructors, Inc.  
1815 "Y" Street  
Lincoln, NE 68508  
402.434.1764

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

THIS CONTRACT, made and entered into by and between **Constructors, Inc., 1815 "Y" Street, Lincoln, NE 68508**, 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 20 ton at a time. All contracts for these products/services will be for a total estimated at \$237,000.00.**

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:

*Terrance J. Meyer*  
City Clerk



CITY OF LINCOLN, NEBRASKA

*[Signature]*  
Mayor

Approved by Executive No. 187507

dated 9-15-14

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

*[Signature]*  
County Law

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
dated 8/19/14

**EXECUTION BY CONTRACTOR**

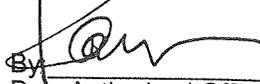
IF A CORPORATION:

ATTEST:

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

Constructors, Inc.  
Name of Corporation

1815 "Y" Street, Lincoln, NE  
(Address)

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

### Supplier Information

Company	Constructors Inc.
Address	1815 Y Street
	Lincoln, NE 68508
Contact	Eric Anderson
Department	
Building	
Floor/Room	
Telephone	1 (402) 434-1764
Fax	1 (402) 441-4176
Email	EricA@Constructorslincoln.com
Submitted	6/6/2014 10:46:12 AM CT
Total	\$237,000.00

Signature \_\_\_\_\_

### Supplier Notes

April to November 22

### 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:	Randy Howard
10	Electronic Signature	Please check here for your electronic signature.	Yes

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Line Items

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#	Qty	UOM	Description	Response
1	2,400	Ton	Type 1P Hot Mixed Asphalt (for Arterial)	\$55.00
Manufacturer #:				
Item Notes: Please state the approximate Plant opening date and closing date in the supplier notes section of the bid.				
Supplier Notes:				
2	2,100	Ton	Type 2P Hot Mixed Asphalt (for Non-Arterial)	\$50.00
Manufacturer #:				
Item Notes: Please state the approximate Plant opening date and closing date in the supplier notes section of the bid.				
Supplier Notes:				
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).	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:				
			Response Total:	\$237,000.00

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**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](mailto: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.