

12R-243

PH: 10/8

L-12-0497

RECEIVED

AUG 23 2012

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN-LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**Unit Price Contract for
Miscellaneous Roofing Services
Bid No. 12-186**

**Weathercraft Company of Lincoln
5410 N.W. 44th St.
Lincoln, NE 68524
402-435-3567**

**CITY OF LINCOLN,
LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____, 2012 by and between Weathercraft Company of Lincoln, 5410 N.W. 44th St., Lincoln, NE 68524, hereinafter called the Contractor, and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have 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:

Unit Price Contract for Miscellaneous Roofing Services, Bid No. 12-186

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 Response, 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 construction 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, construct, and complete all Work included in and covered by the Owner's 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 Owner:

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. Owners shall order on an as needed basis for the duration of the contract.

3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person 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. GUARANTEE: The Purchasing Division will require a \$25,000.00 Performance and Payment Bond from each Contractor for the duration of the Contract.

6. ASSIGNMENT: This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.

7. TERMINATION: This Contract may be terminated by the following:
 - a) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - b) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 1) Refuses or fails to supply the proper labor, materials and equipment necessary for services and/or commodities.
 - 2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 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.

8. 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.

9. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. 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" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
10. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a four (4) year term.
11. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreements
 2. Accepted Proposal
 3. Addendums No. 1 and 2
 4. Specifications
 5. Unit Price Service Contract Instructions
 6. Unit Price Quotation - Attachment 1
 7. Instructions to Bidders
 8. Insurance Requirements
 9. Employee Classification Act, Executive Order 83319
 10. Employee Classification Act Affidavit
 11. Construction Bonds
 12. Sales Tax Exemption Forms 13 & 17
 13. Notice to Bidders

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

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:

Joan E. Rose
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Resolution No. _____

dated Oct. 10, 2012

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Bob Couper
Public Building Commission Attorney

[Signature]
Chairperson, Public Building Commission

dated 10-16-12

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

[Signature]
Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

dated 8/28/12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Beverly A. Sivengood (SEAL)
Secretary

Weathercraft Co. of Lincoln
Name of Corporation

5410 N.W. 44th St. Lincoln NE 68524
(Address)

By: [Signature]
Duty 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	Suzanne Siemer Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	
Email	ssiemer@lincoln.ne.gov	Contact	Suzanne Siemer Asst. Purchasing Agent	Contact	
Phone	(402) 441-7414	Department	Purchasing	Department	
Fax	(402) 441-6513	Building	Suite 200	Building	
Bid Number	12-186 Addendum 3	Floor/Room		Floor/Room	
Title	Unit Price Contract for Roofing	Telephone	(402) 441-7414	Telephone	
Bid Type	Bid	Fax	(402) 441-6513	Fax	
Issue Date	06/22/2012	Email	ssiemer@lincoln.ne.gov	Email	
Close Date	7/12/2012 12:00:00 PM CST				
Need by Date					

Supplier Information

Company Weathercraft Company of Lincoln
 Address 5410 N.W. 44th St

 Lincoln, NE 68524
 Contact Chris McClintock
 Department
 Building
 Floor/Room
 Telephone 402 (435) 3567
 Fax 402 (435) 8130
 Email chrism@weathercft.us
 Submitted 7/10/2012 4:30:37 PM CST
 Total \$180.00

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Unit Price Quotation Form	I acknowledge reading and understanding the Unit Price Quotation Form.	Yes
5	Unit Price Instructions	I acknowledge reading and understanding the Unit Price Instructions.	Yes
6	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
7	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
8	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
9	Performance/Payment Bond	I acknowledge that a \$25,000 Performance Bond and Payment Bond will be required with the signed contract upon award of this job.	Yes
11	Percentage Markup of Rental Equipment	Percentage Markup of Rental Equipment. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the type of equipment AND cost of rental from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	20
12	Percentage Markup of Material, excluding freight	Percentage Markup of Material, Excluding Freight. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the material type AND cost of material from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	25
13	Percentage Markup of all Subcontractors Cost	Percentage Markup of Sucontractor Costs. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the amount charged by Subcontractor may be requested with the final invoice to verify quoted price.	10
14	Construction Codes	I acknowledge reading and understanding the Construction Codes in the City of Lincoln at http://www.lincoln.ne.gov/city/build/comercl/codes.htm	Yes
15	License Attachments	I acknowledge attaching any applicable licenses for the services provided under this bid.	Yes
16	References	I have attached my References to the Response Attachment section of this bid.	Yes
17	Contact	Name of person submitting this bid:	Chris McClintock
18	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 (replaced the "Specifications" Attachment with the correct version).	Yes

- | | | | |
|----|--|---|--------------|
| 19 | Agreement to Addendum No. 2 | 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 |
| 20 | Agreement to Addendum No. 3 | 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 the Attribute section - changed the "Term Clause with Escallation/De-Escalation" attribute to allow for a text response. | Yes |
| 21 | Term Clause with Escallation/De-Escalation | I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract.
(a) Bid prices firm for the first full contract period.
YES or NO
(b) Bid prices subject to escalation/de-escalation YES or NO
(c) If (b), state period for which prices will remain firm: through _____ | a-yes, b-no, |
| 22 | Electronic Signature | Please check here for your electronic signature. | Yes |

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Foreman - Labor rate per hour	\$48.00
Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit and all other applicable fringe benefits.				
Supplier Notes:				
2	1	EA	Roofer - Labor rate per hour	\$46.00
Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.				
Supplier Notes:				
3	1	EA	Roofer's Helper - Labor rate per hour	\$44.00
Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.				
Supplier Notes:				
4	1	EA	Laborer - Labor rate per hour	\$42.00
Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.				
Supplier Notes:				
			Response Total:	\$180.00

CITY OF LINCOLN LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION

ATTACHMENT 1

UNIT PRICE QUOTATION

ROOFING SERVICES, Spec. 12-186

Date: 7/17/12

TO DEPARTMENT/AGENCY REPRESENTATIVE:

FROM (CONTRACTOR): Weathercraft Co. of Lincoln

PROJECT NUMBER:

PROJECT DESCRIPTION: Unit price contract

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST TABLE

CONTRACTOR	RATE	NO. HOURS	TOTAL \$ AMOUNT
Foreman	\$48.00		
Roofer	\$46.00		
Roofer's Help	\$44.00		
Laborer	\$42.00		
Other			
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	TOTAL \$ AMOUNT
Total Equipment Costs		20%	
Total Materials Cost		25%	
Total Shipping Cost			

SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% of Markup	TOTAL \$ AMOUNT
Sub No. 1		10%	
Sub No. 2			
Sub No. 3			
Sub No. 4			
Sub No. 5			

TOTAL PRICE (NOT TO EXCEED)

\$

FIRM: Weathercraft Co. of Lincoln

BY: Chris McClintock

ADDRESS: 5410 N.W. 44th St
Lincoln, NE 68524

PHONE 402-435-3567

APPROVED BY:

Change Order #: _____

Accepted: _____

Not Accepted: _____

Department/Agency Representative

DATE:



References

* Alltel	Doug Daharsh	402-436-4153	* Haslings College	Michael Brady	402-461-7337
* Ameritas	Larry Peterson	402-467-1122	* Iowa Beef Packers IBP	John Sutton	605-235-3612
* Till Up Concrete	Steve Miers	402-421-3417	* Marlin Luther Home	Terry Hellmer	402-223-4086
* Concrete Industries	Mike Mueller	402-434-1800	* Wells Fargo	Maurice Lange	402-434-4221
* Doane College	Pappi Khouri	402-826-8200	* Peru State College	Jim Reynolds	402-872-2433
* Duncan Aviation	Larry Sterling	402-790-9216	* Peter Kiewit Construction	Chris Stolzer	402-977-4550
* Eastmont Towers	Jim Nachtgal	402-488-2223	* Pfizer	Rod Schwindt	402-441-2108
* Tier One	Mike Heir	402-432-3759	* Tabitha Nursing Homes	Joe Hackencamp	402-486-8500
* Nestle Purina	Harry Pullian	402-826-8718	* Tri-County School	Tim DeWaard	402-683-2015
* Westfield Shoppingtown-Gateway	Ron Smidl	402-464-3196	* UNL Bob Devaney Sports Center	John Springer	402-472-4818

Past Projects

Educational Institutions

- Bruning Public Schools
- Columbus Public Schools
- Crete Public Schools
- Dorchester Public Schools
- East Butler Public Schools
- Elmwood Public Schools
- Falls City Public Schools
- Fremont Public Schools
- Lincoln Public Schools
- Louisville Public Schools
- Meridian Public Schools
- Milford High School
- Murdock High School
- Murray Public Schools
- Nebraska City Public Schools
- Omaha Public Schools
- Palmyra Public Schools
- Pawnee City Schools
- Platteview Jr. Sr. High School
- Seward Public School
- Syracuse Public Schools
- Table Rock Public Schools
- Wahoo Public Schools
- Waverly Public Schools
- Wilbur / Claytonia Schools
- Yutan Schools

Hospitals/Nursing Homes

- Bryan LGH West
- Eastmont Towers
- Falls City Community Hospital
- Fremont Medical Building
- Lincoln Regional Center
- Madonna Rehab Hospital
- Seward Memorial Hospital
- St. Elizabeth Hospital
- Tabitha Nursing Home
- Vets Hospital Lincoln
- Vets Hospital Omaha
- Warren Memorial Hospital

Government

- Department of Public Institutions
- Fort Leavenworth
- Fort Riley Kansas
- Nebraska Air National Guard
- Nebraska State Capital
- Offutt Air Base
- U. S. Post Offices

Business/Manufacturing

- Back to the Bible
- Brunswick
- Concrete Industries
- Cushman
- Dale Electronics
- Edgewood Shopping Center
- Westfield Shoppingtown
- GTE
- Hoover Group
- Husqvarna
- Li-Cor
- Lincoln Snack
- Meadowlane Shopping Center
- NPPD
- Qwest
- OPPD
- Phillips Petroleum
- Reimers/Kaufman
- Sandhills Publishing
- Slate Fair Park
- Sears
- T. O. Haas
- Uniservice

Financial Institutions

- Beatrice National Bank
- Cattle National Bank
- First Federal Lincoln
- First National Bank
- Jones Bank
- NBC Banks
- Pinnacle Banks
- Richardson County Bank
- Union Bank
- Wells Fargo Banks
- Farmers Bank

Universities & Colleges

- Dana College
- Nebraska Wesleyan
- Peru State College
- Southeast Community College
Milford, Beatrice, Lincoln
- University of Nebraska Kearney
- University of Nebraska Lincoln
- University of Nebraska Omaha
- Wayne State College



Weathercraft Co. of Lincoln

5410 NW 44th
Lincoln, NE 68524

402-435-3567
fax 402-435-8130

"Above All A Good Roof"

Unit Price Service Contracts Instructions

The City/County Purchasing Division has established "unit price" bids from our local repair and service contractors in an effort to streamline the process necessary to obtain services from various trades to perform small emergency and routine maintenance and repair for our facilities. Without this type of arrangement the specification and notice to proceed were unduly delayed or administratively prohibitive.

1. **DEFINITIONS:** For the purposes of this process the following definitions shall apply:
 - 1.1 **Unit Price Contract:** This series of contracts for routine maintenance, repair and /or remodel with the Owners for labor and material projects equal to or less than \$25,000.00 per project will establish approved hourly rates for the same utilizing a fair and competitive bid process. The Purchasing Division will require proof of insurance and a \$25,000 performance bond from each contractor for the duration of the contract. During the course of the contract period (which is one year with two each one year renewal options), any Owners Department / Division / Agency may utilize the established unit price contract for maintenance, repair and small remodeling projects under \$25,000. In addition, for contracts over \$5,000, involving the repair of any public building or other public structure or improvement, and to which the general provisions of the mechanics' lien laws do not apply, a payment bond in the project estimate amount shall be provided. Unit Price Service Contracts shall not include contracts involving: a) any street, alley bridge or highway, or b) the new construction, furnishing, erection or installation of any building or structure.
 - 1.2 **Labor and Materials:** (time and materials) The contractor will be paid for labor and materials instead of charging a fixed price or percentage of costs. Contractor shall provide a quote to the Owners for time and materials for the actual projected labor hours and material incorporated into or used solely for the project.
 - 1.3 **Unit Price Contractor:** Shall mean any person that enters into a Unit Price Service Contract as a service provider.
 - 1.4 **Maintenance and Repair:** Unit price contracts are restricted to ONLY MAINTENANCE, REPAIR SERVICES AND LIMITED REMODELING THAT TOTAL no more than \$25,000 FOR THE ENTIRE PROJECT. Project Managers shall not divide work or phase project to avoid this limitation. Maintenance and repair shall be limited in scope to expenditure needed to preserve a property's original status and functionality or to compensate for wear and tear and minor remodeling to improve the regular compliance for the facility.
 - 1.5 **Owners** shall mean the agencies, departments and offices of the City of Lincoln, Lancaster County, or City of Lincoln/Lancaster County Public Building Commission, Nebraska.

- 1.6 **Owner's Project Manager:** The "Project Manager" as used in this process shall mean the Owner's department / division or agency manager / supervisor or by or through that person's duly authorized assistants. The Project Manager shall be responsible for general management (getting quotes, selecting contractor, scheduling work, supervising the work and insuring payment to the contractor for said work) of work performed utilizing the Unit Price Contracts.
- 1.7 **Project:** The Unit Price Contracts are restricted to projects for \$25,000 or less. Projects shall mean the entire scope of the work incorporated into a planned undertaking of related activities to reach an objective that has a beginning and an end.
- 1.8 **Quotation:** A proposed estimation of the labor and materials of the individual project to determine an appropriate price to complete the work. May be verbal for small projects (under \$5,000) and written for projects \$5,000 and over.

2. **SELECTION POLICIES AND PROCEDURES:**

- 2.1 Any Owner Department, Division or Agency may utilize the unit price contracts for maintenance and repair services with a total project cost of \$25,000 or under.
- 2.1.1 0 to \$5,000: Verbal quote obtained from approved unit price contractor(s).
- 2.1.2 \$5,001 to \$9,999: Written (fax is acceptable) price quotes from two or more (if available) approved unit price contractors.
- 2.1.3 \$10,000 to \$25,000: Written (fax is acceptable) price quotes from two or more (if available) approved unit price contractors, and a notice of approval from the Purchasing Division. (See link on Unit Price Contract page for this form)
- 2.2 **Right to Audit:** The Purchasing Agent has the right to audit any project for compliance with this procedure. The Purchasing Agent may suspend any Project Manager from using this procedure for non-compliance including, but not limited to the following:
- 2.2.1 Project is over \$25,000
- 2.2.2 Project was subdivided into small phases to avoid the \$25,000 Project limit
- 2.2.3 If proper documentation has not been retained by the Project Manager.
- 2.2.4 If Purchasing Agent has reason to believe the Project Manager is not providing fair and open access to all available Unit Price Contractors for the work covered under this program.

Instruction reviewed by City Law Department August 2005

F:\FILES\SHARPURC\Kathy\Unit Price Contracts\Unit Price Procedure.final 05.wpd

**SPECIFICATIONS FOR
UNIT PRICE CONTRACT FOR
ROOFING SERVICES
PROJECT INFORMATION**

1. SCOPE OF CONTRACT

- 1.1 Lancaster County, Nebraska; the Public Building Commission; and the City of Lincoln (hereinafter referred to as "Owners"), desire to retain qualified contractors on a Unit Price Construction Contract basis to perform Roofing Services for the term of the contract.
- 1.2 A sample Unit Price Contract describing the obligations of the Owners and the Contractor is attached to the E-Bid.
 - 1.2.1 A copy of the Unit Price Service Contract Instructions is attached to the E-Bid.
- 1.3 It is estimated that the total amount of work for all departments/agencies of the Owners for the term of the contracts is approximately **\$150,000.00**.
 - 1.3.1 Individual Unit Price Projects under the terms of this Contract will range from \$0.00 to \$25,000.00.
 - 1.3.2 The Purchasing Division will require a \$25,000.00 Performance/Payment Bond from each Contractor for the duration of the Contract.
- 1.4 Labor rates being bid shall include all health and welfare benefits, insurance, taxes, overhead, profit, and all other applicable fringe benefits in the per hour rate shown in the Line Item Unit Price box.
- 1.5 No adjustments in labor rates or markup percentages being bid will be allowed on work awarded during the annual contract period.
 - 1.5.1 Any future fluctuation in the labor market and/or markup calculations will only be on an annual basis.
- 1.6 The term of the contract shall be a four (4) year term with no option for renewals.
- 1.7 The contract will be for **NON-GRANT** funded projects only.

2. CONTRACT AND INSURANCE

- 2.1 Within fourteen (14) calendar days after the award of bid the Contractor(s) must execute a written Unit Price Construction Contract between the Contractor and the Owners and the required performance/payment bond.
- 2.2 Also, within such time period the Contractor must furnish with the executed contract a certificate of insurance in accordance with the "Insurance Clause" to be used for All Unit Price Construction Contracts", naming Lancaster County, and the Public Building Commission and the City of Lincoln as additional insured.

3. BIDDING PROCEDURE

- 3.1 Bidders shall submit bid documents and all supporting material via E-Bid.
- 3.2 All inquiries regarding these specifications shall be directed via e-mail to Suzanne Siemer, Assistant Purchasing Agent (ssiemer@lincoln.ne.gov)
- 3.3 These inquires and/or responses shall be distributed to prospective Vendors electronically as an addenda.
 - 3.3.1 Only written inquiries received within five (5) calendar days of the bid opening will be addressed.
- 3.4 No direct contact is allowed between vendor and other City staff throughout the bid process.
 - 3.4.1 Failure to comply with this directive may result in vendor bid being rejected.

- 3.5 Award of Contract
 - 3.5.1 The following factors shall be considered in determining the low responsible bids:
 - 3.5.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
 - 3.5.1.2 Character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - 3.5.1.3 Ability of the bidder to perform the work within the time specified for each project.
 - 3.5.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.
 - 3.5.1.5 Information obtained from the references provided by the bidder.
 - 3.5.1.6 Pricing from the Unit Price bid.
 - 3.5.1.7 Any other information deemed relevant to the contract by the Owners.
 - 3.5.2 Contracts resulting from bid proposals shall not be on an all-or-none basis, and may be awarded to several bidders based on price, scheduling, the ability to complete work on time, quality of work and previous inspection and acceptance of past projects.
 - 3.5.3 The Owners further reserve the right to analyze bid proposals in detail and to award contracts which the Owners believe to be in their best interests.
 - 3.5.4 The Owners may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.
 - 3.5.5 The Owners reserve the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting contract.

4. **BIDDER QUALIFICATIONS**

- 4.1 Bidders must be registered or licensed in accordance with the Lincoln Municipal Code
- 4.2 Bidders shall attach a list of references for similar projects in the Bidders Response Section of this bid.
 - 4.2.1 References to be submitted with the bidding documents shall include a minimum of three (3) references of similar projects completed in the last five (5) years.
 - 4.2.2 References should include: name of firm, contact person, address, and telephone number, and may include references of work previously performed for any one of the Owners.

Addendum No. 2
Unit Price Contract for Roofing
RFP 12-186

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Question: I do not see an Addendum as stated; will there be one coming?
Answer: Addendum No. 1 was issued to replace the specifications attachment only; there is no separate attachment to view for Addendum No. 1. However, the corresponding attribute for Addendum No. 1 was inadvertently not included. Therefore, an attribute acknowledging both Addendum No. 1 and Addendum No. 2 has now been added to the attribute section of the e-bid.

All other terms and conditions shall remain unchanged.

Dated this 5th day of July, 2012.

Suzanne M. Siemer
Assistant Purchasing Agent