C-12-0488

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CONTRACT DOCUMENTS

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

UNIT PRICE CONTRACT FOR PAVEMENT
BID NO. 12-187

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

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 **Cather & Son's Const., Inc., Lincoln, NE 68529**, 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 Pavement, Bid No. 12-187

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 compete 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 Line Items 12-19.

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. Addendum #1
    4. Special Provisions
    5. Unit Price Service Contract Instructions
    6. Specifications
    7. Attachment 1
    8. Instructions to Bidders
    9. Insurance Requirements
    10. Employee Classification Act, Executive Order 83319
    11. Employee Classification Act Affidavit
    12. Construction Bonds
    13. Sales Tax Exemption Forms 13 & 17

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:

City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Resolution No.
dated Oct. 10, 2012

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated 9-13-12

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

for Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

dated 8/28/12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Judy J. Miller (SEAL)
Secretary

CATHER & SON'S CONST., INC.
Name of Corporation

6400 N. 70TH ST. LINCOLN, NE 68507
(Address)

By: [signature]
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 AND PUBLIC BUILDING COMMISSION
ATTACHMENT 1 - UNIT PRICE QUOTATION

MISCELLANEOUS PAVEMENT CONSTRUCTION AND RECONSTRUCTION SERVICES, SPEC. NO. 12-187

Date: 07/11/2012

TO DEPARTMENT/AGENCY REPRESENTATIVE:

FROM (CONTRACTOR): CATHER & SON'S CONST., INC.

PROJECT NUMBER:

PROJECT DESCRIPTION:

When making a quotation please breakdown the Total Cost into the following categories: Schedule I - Concrete Work, Schedule II - Asphaltic Concrete Work, and Schedule III - Mobilization. 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	

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	TOTAL $ AMOUNT
Total Equipment Costs		15%	
Total Materials Cost		15%	

SCHEDULE I - CONCRETE WORK

DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL $ AMOUNT
1. Type "B" Sawing - Portland Cement Concrete Pavement			
2. Type "C" Sawing - Portland Cement Concrete Driveways			
3. Miscellaneous Asphalt and Concrete Removal			
4. Concrete Sidewalk, 4" Thick			
5. Concrete Bikeway, 5" Thick		NO BID	
6. Concrete Driveway, 6" Thick			
7. Concrete Driveway, 8" Thick			
8. Remove Concrete Sidewalk, 4" Thick			
9. Remove Concrete Bikeway, 5" Thick			
10. Remove Concrete Driveway, 6" Thick			
11. Remove Concrete Driveway, 8: Thick			
TOTAL CONCRETE WORK:			

SCHEDULE II - ASPHALTIC CONCRETE WORK

DESCRIPTION		UNIT PRICE	QUANTITY	TOTAL $ AMOUNT
1. Type "A" Sawing - Asphaltic Concrete Pavement	L.F.	$4.50		
2. Type "D" Sawing - Asphaltic Concrete Surface Course	L.F.	$4.00		
3. Miscellaneous Asphalt and Concrete Removal	S.Y.	$70.00		
4. Non-Woven Pavement Overlay Fabric, In Place		—	NO BID	
5. Install Asphaltic Concrete Curb	L.F.	$15.00		
6. Remove Asphaltic Concrete Curb	L.F.	$5.00		
7. Install Concrete Curb	L.F.	$25.00		
8. Remove Concrete Curb	L.F.	$10.00		
9. Asphaltic Concrete Pavement Class 2, non-arterial streets & parking area	S.Y.	$21.60		
10. Asphaltic Concrete Resurfacing	TON	$90.00		
11.a. Paint Pavement Marking, with glass beads		—	NO BID	
11.b. Paint Pavement marking, without glass beads		—	NO BID	
TOTAL ASPHALTIC CONCRETE WORK:				
SCHEDULE III - MOBILIZATION:				
TOTAL PRICE (NOT TO EXCEED)				$

FIRM:

BY: CATHER & SON'S CONST., INC.

ADDRESS:

PHONE

Change Order #:

Accepted:

Not Accepted:

APPROVED BY:

Department/Agency Representative

DATE:

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) 441-7410
Fax	(402) 441-6513
Bid Number	12-187 Addendum 1
Title	Unit Price Contract for Pavement
Bid Type	Bid
Issue Date	06/27/2012
Close Date	7/11/2012 12:00:00 PM CST
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68508
Contact	Sharon R. Mulder Asst Purchasing Agent
Department	Purchasing
Building	
Floor/Room	Suite 200
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	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	7/10/2012 10:41:50 AM CST
Total	$245.10

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	Contact	Name of person submitting this bid:	Thomas Petsch
6	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.	15
7	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.	15
8	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
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
10	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
11	License Attachments	I acknowledge attaching any applicable licenses for the services provided under this bid.	Yes
12	References	I have attached my References to the Response Attachment section of this bid.	Yes
13	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 escallation/de-escalation YES or NO . (c) If (b), state period for which prices will remain firm: through _____	(c) prices good through 12/31/12, subject to excallation/de-escalation after that.
14	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

15	Unit Price Instructions	I acknowledge reading and understanding the Unit Price Instructions.	Yes
16	Unit Price Quotation Form	I acknowledge reading and understanding the Unit Price Quotation Form.	Yes
17	Electronic Signature	Please check here for your electronic signature.	Yes
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.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	LF	TYPE "B" SAWING YOU MUST BID BY THE LINEAR FOOT	$0.00

Item Notes:
Portland cement concrete pavement to be removed shall be isolated from the paving to remain by cutting a full depth saw cut, using either a wheel saw or diamond blade.
Price includes labor and equipment.

Supplier Notes: NO BID

#	Qty	UOM	Description	Response
2	1	LF	TYPE "C" SAWING YOU MUST BID BY THE LINEAR FOOT	$0.00

Item Notes:
TYPE "C" SAWING - Portland cement concrete driveways and sidewalks to be removed shall be isolated from the driveway and sidewalk to remain by cutting a full depth saw cut.
Price includes labor and equipment.

Supplier Notes: NO BID

#	Qty	UOM	Description	Response
3	1	CY	Miscellaneous Asphalt and Concrete Removal YOU MUST BID BY THE CUBIC YARD.	$70.00

Item Notes:

Supplier Notes:

#	Qty	UOM	Description	Response
4	1	SF	Concrete Sidewalks - 4" Thick YOU MUST BID BY THE SQUARE FOOT. COST FOR LABOR ONLY!	$0.00

Item Notes:
Material and Equipment cost to be completed as a "Cost Plus Percentage" in Attribute Section of your bid.
LABOR ONLY price includes ALL costs associated with the project being quoted except the materials.
ALL costs include equipment depreciation, travel time, and any other overhead expenses associated with the completion of the job.
Example: If your total charge is $80 per ton for asphalt paving and your cost for asphalt is $20 per ton. You would bid $60.00 per ton on the Unit Price Line Item.

Supplier Notes: NO BID

#	Qty	UOM	Description	Response
5	1	SF	Concrete Bikeways - 5" Thick YOU MUST BID BY THE SQUARE FOOT. COST FOR LABOR ONLY!	$0.00

Item Notes:
Material and Equipment cost to be completed as a "Cost Plus Percentage" in Attribute Section of your bid.
LABOR ONLY price includes ALL costs associated with the project being quoted except the materials.
ALL costs include equipment depreciation, travel time, and any other overhead expenses associated with the completion of the job.
Example: If your total charge is $80 per ton for asphalt paving and your cost for asphalt is $20 per ton. You would bid $60.00 per ton on the Unit Price Line Item.

Supplier Notes: NO BID

#	Qty	UOM	Description	Response
6	1	SF	Concrete Driveway - 6" Thick YOU MUST BID BY THE SQUARE FOOT. COST FOR LABOR ONLY!	$0.00

Item Notes:
Material and Equipment cost to be completed as a "Cost Plus Percentage" in Attribute Section of your bid.
LABOR ONLY price includes ALL costs associated with the project being quoted except the materials.
ALL costs include equipment depreciation, travel time, and any other overhead expenses associated with the completion of the job.
Example: If your total charge is $80 per ton for asphalt paving and your cost for asphalt is $20 per ton. You would bid $60.00 per ton on the Unit Price Line Item.

Supplier Notes: NO BID

7	1	SF	Concrete Driveway - 8" Thick YOU MUST BID BY THE SQUARE FOOT. COST FOR LABOR ONLY!	$0.00

Item Notes:
Material and Equipment cost to be completed as a "Cost Plus Percentage" in Attribute Section of your bid.
LABOR ONLY price includes ALL costs associated with the project being quoted except the materials.
ALL costs include equipment depreciation, travel time, and any other overhead expenses associated with the completion of the job.
Example: If your total charge is $80 per ton for asphalt paving and your cost for asphalt is $20 per ton. You would bid $60.00 per ton on the Unit Price Line Item.

Supplier Notes: NO BID

8	1	SF	 REMOVE Concrete Sidewalks - 4" Thick YOU MUST BID BY THE SQUARE FOOT. COST FOR LABOR ONLY!	$0.00

Item Notes:
Material and Equipment cost to be completed as a "Cost Plus Percentage" in Attribute Section of your bid.
LABOR ONLY price includes ALL costs associated with the project being quoted except the materials.
ALL costs include equipment depreciation, travel time, and any other overhead expenses associated with the completion of the job.
Example: If your total charge is $80 per ton for asphalt paving and your cost for asphalt is $20 per ton. You would bid $60.00 per ton on the Unit Price Line Item.

Supplier Notes: NO BID

9	1	SF	REMOVE Concrete Bikeways - 5" Thick YOU MUST BID BY THE SQUARE FOOT. COST FOR LABOR ONLY!	$0.00

Item Notes:
Material and Equipment cost to be completed as a "Cost Plus Percentage" in Attribute Section of your bid.
LABOR ONLY price includes ALL costs associated with the project being quoted except the materials.
ALL costs include equipment depreciation, travel time, and any other overhead expenses associated with the completion of the job.
Example: If your total charge is $80 per ton for asphalt paving and your cost for asphalt is $20 per ton. You would bid $60.00 per ton on the Unit Price Line Item.

Supplier Notes: NO BID

10	1	EA	REMOVE Concrete Driveway - 6" Thick YOU MUST BID BY THE SQUARE FOOT. COST FOR LABOR ONLY!	$0.00

Item Notes:
Material and Equipment cost to be completed as a "Cost Plus Percentage" in Attribute Section of your bid.
LABOR ONLY price includes ALL costs associated with the project being quoted except the materials.
ALL costs include equipment depreciation, travel time, and any other overhead expenses associated with the completion of the job.
Example: If your total charge is $80 per ton for asphalt paving and your cost for asphalt is $20 per ton. You would bid $60.00 per ton on the Unit Price Line Item.

Supplier Notes: NO BID

11	1	SF	REMOVE Concrete Driveway - 8" Thick YOU MUST BID BY THE SQUARE FOOT. COST FOR LABOR ONLY!	$0.00

Item Notes:
Material and Equipment cost to be completed as a "Cost Plus Percentage" in Attribute Section of your bid.
LABOR ONLY price includes ALL costs associated with the project being quoted except the materials.
ALL costs include equipment depreciation, travel time, and any other overhead expenses associated with the completion of the job.
Example: If your total charge is $80 per ton for asphalt paving and your cost for asphalt is $20 per ton. You would bid $60.00 per ton on the Unit Price Line Item.

Supplier Notes: NO BID

12	1	LF	TYPE "A" SAWING YOU MUST BID BY THE LINEAR FOOT	$4.50

Item Notes:
Asphaltic concrete pavement to be removed shall be isolated from the pavement to the joint with a wheel saw, through the full depth of the pavement.
Price includes labor and equipment.

Supplier Notes:

13	1	LF	TYPE "D" SAWING - Asphaltic Concrete Surface Course YOU MUST BID BY THE LINEAR FOOT	$4.00

Item Notes: Asphaltic Concrete Surface Course to be removed from concrete base shall be sawn to provide a straight, smooth edge where the new asphaltic surfacing will adjoin the existing.
Price includes labor and equipment.

Supplier Notes:

14	1	LF	Asphaltic Concrete Curb YOU MUST BID BY THE LINEAR FOOT. COST FOR LABOR ONLY!	$15.00

Item Notes:
Material and Equipment cost to be completed as a "Cost Plus Percentage" in Attribute Section of your bid.
LABOR ONLY price includes ALL costs associated with the project being quoted except the materials.
ALL costs include equipment depreciation, travel time, and any other overhead expenses associated with the completion of the job.
Example: If your total charge is $80 per ton for asphalt paving and your cost for asphalt is $20 per ton. You would bid $60.00 per ton on the Unit Price Line Item.

Supplier Notes:

15	1	LF	REMOVE Asphaltic Concrete Curb YOU MUST BID BY THE LINEAR FOOT. COST FOR LABOR ONLY!	$5.00

Item Notes:
Material and Equipment cost to be completed as a "Cost Plus Percentage" in Attribute Section of your bid.
LABOR ONLY price includes ALL costs associated with the project being quoted except the materials.
ALL costs include equipment depreciation, travel time, and any other overhead expenses associated with the completion of the job.
Example: If your total charge is $80 per ton for asphalt paving and your cost for asphalt is $20 per ton. You would bid $60.00 per ton on the Unit Price Line Item.

Supplier Notes:

16	1	LF	Concrete Curb YOU MUST BID BY THE LINEAR FOOT. COST FOR LABOR ONLY!	$25.00

Item Notes:
Material and Equipment cost to be completed as a "Cost Plus Percentage" in Attribute Section of your bid.
LABOR ONLY price includes ALL costs associated with the project being quoted except the materials.
ALL costs include equipment depreciation, travel time, and any other overhead expenses associated with the completion of the job.
Example: If your total charge is $80 per ton for asphalt paving and your cost for asphalt is $20 per ton. You would bid $60.00 per ton on the Unit Price Line Item

Supplier Notes:

17	1	LF	REMOVE Concrete Curb YOU MUST BID BY THE LINEAR FOOT. COST FOR LABOR ONLY!	$10.00

Item Notes:
Material and Equipment cost to be completed as a "Cost Plus Percentage" in Attribute Section of your bid.
LABOR ONLY price includes ALL costs associated with the project being quoted except the materials.
ALL costs include equipment depreciation, travel time, and any other overhead expenses associated with the completion of the job.
Example: If your total charge is $80 per ton for asphalt paving and your cost for asphalt is $20 per ton. You would bid $60.00 per ton on the Unit Price Line Item

Supplier Notes:

18	1	SY	Asphaltic Concrete Pavement Class 2, Non-Arterial Streets and Parking Areas YOU MUST BID BY THE SQUARE YARD. COST FOR LABOR ONLY!	$21.60

Item Notes:
Material and Equipment cost to be completed as a "Cost Plus Percentage" in Attribute Section of your bid.
LABOR ONLY price includes ALL costs associated with the project being quoted except the materials.
ALL costs include equipment depreciation, travel time, and any other overhead expenses associated with the completion of the job.
Example: If your total charge is $80 per ton for asphalt paving and your cost for asphalt is $20 per ton. You would bid $60.00 per ton on the Unit Price Line Item

Supplier Notes:

19	1	TON	Asphaltic Concrete Resurfacing YOU MUST BID BY THE TON. COST FOR LABOR ONLY!	$90.00

Item Notes:
Material and Equipment cost to be completed as a "Cost Plus Percentage" in Attribute Section of your bid.
LABOR ONLY price includes ALL costs associated with the project being quoted except the materials.
ALL costs include equipment depreciation, travel time, and any other overhead expenses associated with the completion of the job.
Example: If your total charge is $80 per ton for asphalt paving and your cost for asphalt is $20 per ton. You would bid $60.00 per ton on the Unit Price Line Item

Supplier Notes:

20	1	LF	Paint Pavement Marking, WITH GLASS BEADS YOU MUST BID BY THE LINEAR FOOT. COST FOR LABOR ONLY!	$0.00

Item Notes:
White or Yellow Traffic Paint, not covered with drop-on glass beads, 4" Wide.
Material and Equipment cost to be completed as a "Cost Plus Percentage" in Attribute Section of your bid.

LABOR ONLY price includes ALL costs associated with the project being quoted except the materials.
ALL costs include equipment depreciation, travel time, and any other overhead expenses associated with the completion of the job.
Example: If your total charge is $80 per ton for asphalt paving and your cost for asphalt is $20 per ton. You would bid $60.00 per ton on the Unit Price Line Item

Supplier Notes: NO BID

21	1	LF	Paint Pavement Marking, WITHOUT GLASS BEADS YOU MUST BID BY THE LINEAR FOOT. COST FOR LABOR ONLY!	$0.00

Item Notes:
White or Yellow Traffic Paint, not covered WITHOUT drop-on glass beads, 4" Wide.
Material and Equipment cost to be completed as a "Cost Plus Percentage" in Attribute Section of your bid.

LABOR ONLY price includes ALL costs associated with the project being quoted except the materials.
ALL costs include equipment depreciation, travel time, and any other overhead expenses associated with the completion of the job.
Example: If your total charge is $80 per ton for asphalt paving and your cost for asphalt is $20 per ton. You would bid $60.00 per ton on the Unit Price Line Item

Supplier Notes: NO BID

Response Total:	$245.10

Cather & Son's Construction, Inc.
6400 N. 70th Street
Lincoln, NE 68507

BIDDER'S QUALIFICATIONS AND EXPERIENCE

Incorporation

Date of Incorporation – 04/01/1961
State of Incorporation – Nebraska
President – Thomas Petsch
Vice President – Adam Petsch
Secretary/Treasurer – Cathie Petsch

Licensing

State of Nebraska Contractor Registration #21676
State of Nebraska I.D. #130257
Federal I.D. #47-0460299
Dunn & Bradstreet #03-506-3395

Bank Reference

Union Bank & Trust Co.
4732 Calvert Street
P.O. Box 82535
Lincoln, NE 68501-2325

Contact: Jake Muhlheisen – Vice President

Surety Reference

Gene Lilly Surety Bonds
3440 O Street
Lincoln, NE 68510

Phone 402-475-7700

Trade References

Kerford Limestone
P.O. Box 449
Weeping Water, NE 68463

Phone 402-267-2415

Western Sand & Gravel
P.O. Box 28
Ashland, NE 68003

Phone 402-944-3331

Flint Hills Resources
7075 N. 14th Avenue
Omaha, NE 68112

Phone 402-341-8737

Customer References

Sampson Construction 3730 S. 14 Street Lincoln, NE 68502	Phone 402-434-5450	Recent Projects Belmont Church/School UNL – East Stadium
Hausmann Construction 8545 Executive Woods Dr. Lincoln, NE 68512	Phone 402-438-3230	Union Plaza N Street Parking Lot
TCW Construction 141 M Lincoln, NE 68508	Phone 402-475-5030	West Haymarket Parking Lot
University Of Nebraska – Lincoln 1700 Y Street Lincoln, NE 68588-0645	Phone 402-472-5050	Various Campus Locations

SPECIFICATIONS FOR
UNIT PRICE CONSTRUCTION CONTRACT FOR
PAVEMENT CONSTRUCTION
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 miscellaneous paving 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.
   - 1.3 It is estimated that the total amount of work for all departments/agencies of the Owners for the term of the contracts is approximately **$125,000.00**.
     - 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.
     - 1.3.3 The contract will be for **NON-GRANT** funded projects only.
   - 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 overhead & profit 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 four (4) year term with no option for renewals.

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 agreement a certificate of insurance in accordance with the attached "Insurance Clause to be used for All Unit Price Construction Contracts", naming Lancaster County, the Public Building Commission or 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 Sharon Mulder, Assistant Purchasing Agent (smulder@lincoln.ne.gov)
   - 3.3 These inquires and/or responses shall be distributed to prospective Vendors electronically as an addenda.
   - 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 Only written inquiries received within five (5) calendar days of the bid opening will be addressed.
   - 3.6 Award of Contract
     - 3.6.1 The following factors shall be considered in determining the low responsible bids:
       - 3.6.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
       - 3.6.1.2 Character, integrity, reputation, judgment, experience and efficiency of the bidder.
       - 3.6.1.3 Ability of the bidder to perform the work within the time specified for each

project.

3.6.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.
3.6.1.5 Information obtained from the references provided by the bidder.
3.6.1.6 Pricing from the Unit Price bid.
3.6.1.7 Any other information deemed relevant to the contract by the Owners.

3.6.2 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.

3.6.3 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.

3.6.4 The Owners may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.

3.6.5 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 their 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 #1
Unit Price Contract for Pavement
Bid No. 12-187

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. Changed settings on lines items to accept a zero as valid response for a "no bid" only.

All other terms and conditions shall remain unchanged.

Dated this 10th day of July, 2012.

Sharon Mulder
Asst. Purchasing Agent

SPECIAL PROVISIONS
FOR
MISCELLANEOUS PAVEMENT CONSTRUCTION AND RECONSTRUCTION SERVICES

Except as specifically modified by these Special Provisions, the Standard Specifications for Municipal construction for the City of Lincoln shall apply to all work on this project.

I TREE PROTECTION:

The Contractor is to protect all trees that are not required to be removed in this project. Any form of protection chosen by the Contractor, such as fences, ropes, etc., shall be furnished, erected and maintained by the Contractor. Any trees that appear to have significant root damage or any tree that needs trimmed shall be coordinated with the Field Engineer who shall contact the City Arborist to verify any necessary actions in saving, trimming or removing the damaged tree.

II REMOVAL AND REPLACEMENT ITEMS:

Removal items are not necessarily of the same size and shape as the new construction. Removal shall include whatever materials occupy the space which the new construction is intended to occupy. All removal and replacement items shall be paid for under the units identified in the bidding schedule and paid for at the unit price bid for each appropriate item. Such payment shall be full compensation for removal of the existing items and their disposal; preparation of new subgrades; constructing the replacement items; materials, equipment, tools labor and incidentals necessary to complete the removal and replacement of each item called for in the bidding schedule.

III CURB REMOVAL AND REPLACEMENT/CONCRETE CURB:

The replacement of curb shall be accomplished with a slip-form curb machine side mount only, using string line as grade, unless permission is obtained from the Engineer to hand form the curb. The curb may be a curb and gutter section, barrier curb or median curb and must match existing curb.

Removals shall be disposed of at a site approved by the Engineer. The curb removal and replacement shall be done prior to laying the asphalt. The clean-up of the streets and parking lots to their original condition and the park spacing shall be subsidiary to the price for removal and replacement. All earth fill shall be select material and furnished by the Contractor as subsidiary to the items for which direct payment is made.

Concrete curb of the type and style to match existing curb on the street or parking lot, shall be measured for payment by the lineal foot, complete, in place and accepted by the Engineer. The quantity of completed and accepted work shall be paid for at the contract unit price per linear foot for the item "REMOVE AND REPLACE CONCRETE CURB, COMPLETE" or "CONCRETE CURB, COMPLETE". This price shall be full compensation for furnishing, preparing, transporting, delivering and placing all materials; all curing, removing and disposing of old curb as specified herein; and for all labor, equipment, tools and incidentals necessary to complete the work.

IV CONCRETE PAVEMENT, DRIVEWAY, WALK AND MEDIAN SURFACING REMOVAL AND REPLACEMENT:

Removals shall be disposed of at a site approved by the Engineer.

One-inch expansion joints shall be placed at all locations where the pavement, driveway, walk, median surfacing or curb abut.

Concrete pavement, driveway, walk and median repair of the thickness specified shall be measured for payment in square foot complete, in place and accepted by the engineer. The quantity of completed and accepted work shall be paid for at the established contract unit price. This price shall be full compensation for furnishing, preparing, transporting, delivering and placing all materials; all curing, removing and disposing of old pavement and steels as specified herein; and for all labor, equipment, tools and incidentals necessary to complete the work.

V ASPHALTIC CONCRETE:

All asphalt concrete for this project shall meet the specification requirement for asphalt for Non-Arterial Street or parking areas as specified in the current Standard Specifications, for Municipal Construction.

VI MANHOLE ADJUSTMENT - VALVE BOX

When adjusting manhole or valve boxes, the ring and cover shall be no lower than 3/8" below finish street elevation. If it is determined a manhole or valve box does not meet this requirement, the Contractor, at his own expense, will be required to use the City's Typical Utility Adjustment Detail.

Unit Price Service Contract Instructions
GENERAL CONSTRUCTION (UNDER $10,000.00)

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 $10,000.00 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 $10,000 payment bond and performance bond from each contractor for the duration of the contract. During the course of the contract period, any Owners Department / Division / Agency may utilize the established unit price contract for maintenance, repair and small remodeling projects under $10,000. 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** $10,000 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 $10,000 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 written proposed estimation of the labor and materials of the individual project to determine an appropriate price to complete the work is required for all projects.

2. SELECTION POLICIES AND PROCEDURES:

2.1 Any Owner Department, Division or Agency may utilize the unit price contracts for small maintenance and repair services with a total project cost of $10,000 or under.

2.1.1 $0 to $10,000: Written (fax is acceptable) price quotes from two or more (if available) approved unit price contractors,

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 $10,000.
2.2.2 Project was subdivided into small phases to avoid the $10,000 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.

2.3 The following is required by Ordinance No. 4.66.100(b): All parties of this Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract, as allowed by law.