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RECEIVED

AUG 28 2014

LANCASTER COUNTY
CLERK

AMENDMENT TO AGREEMENT
CITY OF LINCOLN/LANCASTER COUNTY/LINCOLN-LANCASTER COUNTY
BUILDING COMMISSION
FOR THE UNIT PRICE FOR EMERGENCY AND LARGE SCALE ELECTRICAL SERVICES
BID NO. 13-072
FIRST RENEWAL

This Amendment is hereby entered into by and between Commonwealth Electric Company of the Midwest, 1901 Y Street, Suite 100, Box 80638, Lincoln, NE 68503 (hereinafter "Contractor") and The City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of renewing the Contract C-13-0381, dated August 6, 2013, and E.O. 09644, dated July 26, 2013, (the "Contract"), for The Unit Price for Emergency and Large Scale Electrical Services, Bid No. 13-072, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is August 6, 2013 through August 5, 2014, with the option to renew for **three (3)** additional one (1) year terms.

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning August 6, 2014 through August 5, 2015; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$1,500.00 per year without approval by the Lancaster County Board.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$65,000.00 without prior approval by the City of Lincoln.

WHEREAS, the estimated expenditures for the *Public Building Commission* for the term of this renewal shall not exceed \$1,500.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-13-0381 and E.O. 09644, and stated herein the parties agree as follows:

1. The Contract shall be renewed for an additional one (1) year term beginning August 6, 2014 through August 5, 2015.
2. The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$1,500.00 per year without approval by the Lancaster County Board.
3. The estimated expenditures for City Departments for the term of this renewal shall not exceed \$65,000.00 without prior approval by the City of Lincoln.
4. The estimated expenditures for the *Public Building Commission* for the term of this renewal shall not exceed \$1,500.00 without prior approval by the City of Lincoln.
5. All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

The Board of County Commissioners of
Lancaster County, Nebraska

City of Lincoln, Nebraska

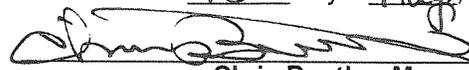
Executed this _____ day of _____, 2014

Executed this 18th day of Aug., 2014





 Amundson Absent


 Chris Beutler, Mayor

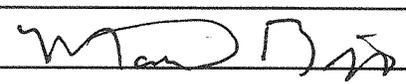

 Lancaster County Attorney

Executed this 9th day of Sept., 2014


 Lincoln-Lancaster County Public Building
 Commission


 Public Building Commission Attorney

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Commonwealth Electric Co.
By: (Please Sign)	
By: (Please Print)	Matt Briggs
Title: (Please Print)	Service Manager
Company Address: (Please Print)	1941 Y Street Lincoln, Ne
Company Phone & Fax: (Please Print)	(402) 474-1341 (402) 474-0114
E-Mail Address: (Please Print)	mbriggs@commonwealthelectric.com
Date: (Please Print)	7/17/14
Contact Person For: "Orders or Service" (Please Print)	Matt Briggs
Phone Number: (Please Print)	(402) 473-2205

CONTRACT DOCUMENTS

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

**Unit Price
Emergency and Large Scale Electrical Services
Bid No. 13-072**

**Commonwealth Electric Company of the Midwest
1901 Y Street, Suite 100, Box 80638
Lincoln, NE 68503
402-474-1341**

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

THIS CONTRACT, made and entered into this _____ day of _____, 2013 by and between Commonwealth Electric Company of the Midwest, 1901 Y Street, Suite 100, P.O. Box 80638, Lincoln, NE 68503, 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 - Emergency and Large Scale Electrical Services, Bid No. 13-072

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 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/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.

In the event that any single project for the above referenced repair and maintenance services exceeds the sum of Twenty-Five Thousand Dollars (\$25,000.00) for a City project or Twenty Thousand Dollars (\$20,000.00) for a County or Public Building Commission project, it is understood that the Owners will undertake a separate bid process for such project.

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 one (1) year term with the option to renew for three (3) additional one-year terms.
11. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreements
 2. Accepted Proposal
 3. Specifications
 4. Schedules A and B
 5. Instructions to Bidders
 6. Unit Price Service Contract Instructions
 7. Insurance Requirements
 8. Employee Classification Act, Executive Order 83319
 9. Employee Classification Act Affidavit
 10. Construction Bonds
 11. Sales Tax Exemption Forms 13 & 17
 12. 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:

Teresa J. Muehl
City Clerk



CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order

dated

Steve Hultberg
09644
July 26, 2013

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Rod Cooper
Public Building Commission Attorney

Harry Hudkins
Chairperson, Public Building Commission

dated

8-10-13

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Bryan Johnson
County Law

The Board of County Commissioners of
Lancaster, Nebraska

Dale Schorr
Dee DeWitt
Harry Hudkins
Janet [unclear]
[unclear]
dated 8/16/13

IF A CORPORATION:

EXECUTION BY CONTRACTOR

ATTEST

Secretary



(SEAL)

Commonwealth Electric Company

Name of Corporation

1901 Y Street ste 100 Lincoln

(Address)

By:

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	Vince Mejer Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email	vmejer@lincoln.ne.gov	Contact	Vince M. Mejer Purchasing Agent	Contact
Phone	1 (402) 441-8314	Department		Department
Fax	1 (402) 441-6513	Building		Building
Bid Number	13-072	Floor/Room		Floor/Room
Title	Unit Price- Large Scale Emergency Electrical Services	Telephone	1 (402) 441-8314	Telephone
Bid Type	Bid	Fax	1 (402) 441-6513	Fax
Issue Date	02/26/2013	Email	vmejer@lincoln.ne.gov	Email
Close Date	3/21/2013 12:00:00 PM CT			
Need by Date				

Supplier Information

Company	Commonwealth Electric Company of the Midwest
Address	1901 Y Street, Suite 100 PO Box 80638 Lincoln, NE 68503
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 474-1341
Fax	1 (402) 474-0114
Email	
Submitted	3/18/2013 10:32:07 AM CT
Total	\$493.00

Signature _____

Supplier Notes _____

Bid Notes
 If you need assistance in preparing your bid: 1) Click the the "Help" button in the upper right hand corner of any screen; or 2) Contact our office at 402-441-7417 for a training session in Purchasing or assistance over the phone.

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	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.	10
6	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.	10
7	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
8	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. Additional bonding may be required at time of job award in cases where invoice total will exceed \$25,000.00. Additional bond amount may be required on a job-by-job basis depending on the extent of repairs.	Yes
9	Construction Codes	I acknowledge reading and understanding the Electrical and Construction Codes in the City of Lincoln at http://www.lincoln.ne.gov/city/build/comercl/codes.htm	Yes
10	License Attachments	I acknowledge attaching any applicable licenses for the services provided under this bid.	Yes
11	References	I have attached my References to the Response Attachment section of this bid.	Yes
12	Emergency Staffing	List the number of staff members your company would have available in an emergency during the Emergency Hours section of the ebid.	20
13	Emergency Response Time	What is the amount of time your staff could be on the job site during the Emergency Working Hours listed in the Line Items?	1
14	Contact	Name of person submitting this bid:	Matt Briggs
15	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Master Electrician - Labor rate per hour NORMAL WORKING HOURS (Mon- Fri 7am-6pm)	\$70.00
<p>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.</p> <p>Supplier Notes: 7:00am to 4:30pm M-F Price includes truck & small tools.</p>				
2	1	EA	Master Electrician - Labor rate per hour EMERGENCY WORKING HOURS(M-F 6:01PM - 6:59am) and WEEKENDS AND HOLIDAYS	\$94.00
<p>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.</p> <p>Supplier Notes: 4:30pm to 7:00am M-F & Saturday 12:00am to 11:59pm Sunday \$118.00 - 12:00am to 11:59pm Price includes truck & small tools.</p>				
3	1	EA	Journeyman Electrician - Labor rate per hour NORMAL WORKING HOURS (Mon- Fri 7am-6pm)	\$56.00
<p>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.</p> <p>Supplier Notes: 7:00am to 4:30pm M-F</p>				
4	1	EA	Journeyman Electrician - Labor rate per hour EMERGENCY WORKING HOURS(M-F 6:01PM - 6:59am) and WEEKENDS AND HOLIDAYS	\$77.00
<p>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.</p> <p>Supplier Notes: 4:30pm to 7:00am M-F & Saturday 12:00am to 11:59pm Sunday \$98.00 - 12:00am to 11:59pm</p>				
5	1	EA	Electrician's Apprentice - Labor rate per hour NORMAL WORKING HOURS (Mon- Fri 7am-6pm)	\$47.00
<p>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.</p> <p>Supplier Notes: 7:00am to 4:30pm M-F</p>				

6	1	EA	Electrician's Apprentice - Labor rate per hour EMERGENCY WORKING HOURS(M-F 6:01PM - 6:59am) and WEEKENDS AND HOLIDAYS	\$64.00
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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: 4:30pm to 7:00am M-F & Saturday 12:00am to 11:59pm
Sunday \$80.00 - 12:00am to 11:59pm

7	1	EA	Laborer - Labor rate per hour NORMAL WORKING HOURS (Mon- Fri 7am-6pm)	\$36.00
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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: 7:00am to 4:30pm M-F

8	1	EA	Laborer - Labor rate per hour EMERGENCY WORKING HOURS(M-F 6:01PM - 6:59am) and WEEKENDS AND HOLIDAYS	\$49.00
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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: 4:30pm to 7:00am M-F & Saturday 12:00am to 11:59pm
Sunday \$61.00 - 12:00am to 11:59pm

Response Total:				\$493.00
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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
UNIT PRICE CONSTRUCTION CONTRACT FOR
EMERGENCY and LARGE PROJECT ELECTRICAL SERVICES**

1. SCOPE OF CONTRACT

- 1.1 Lancaster County, Nebraska; the City of Lincoln/Lancaster County 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 Large Project Emergency Electrical 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 There is not an estimated total amount of work for all departments/agencies of the Owners.
 - 1.3.1 The Purchasing Division will require a \$25,000.00 Performance/Payment Bond from each Contractor for the duration of the Contract.
 - 1.3.2.1 Additional bonds may be required depending on the projected amount of repair.
- 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 should be taken into consideration by the bidder, even though the work for an individual project may extend into the succeeding year.
- 1.6 The term of the contract shall be one (1) year, upon execution of contract by all parties; with options to renew for three (3) additional one-year terms.

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, the City of Lincoln/Lancaster County Public Building Commission and the City of Lincoln as additional insured.

3. BIDDING PROCEDURE

- 3.1 Read all attachments prior to submitting your Unit Price Proposal.
 - 3.1.1 Bidders shall submit bid documents and all supporting material via E-Bid.
 - 3.1.2 All inquiries regarding these specifications shall be directed via e-mail to Vince M. Mejer, Assistant Purchasing Agent vmejer@lincoln.ne.gov
 - 3.1.3 All relevant inquires will be distributed to prospective bidders electronically as an addendum.
 - 3.1.4 Only written inquiries received within five (5) calendar days of the bid opening will be addressed.

- 3.2 Award of Contract
 - 3.2.1 The following factors shall be considered in determining the low responsible bids:
 - 3.2.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
 - 3.2.1.2 Character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - 3.2.1.3 Ability of the bidder to perform the work within the time specified for each project.
 - 3.2.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.
 - 3.2.1.5 Information obtained from the references provided by the bidder.
 - 3.2.1.6 Pricing from the Unit Price bid.
 - 3.2.1.7 Any other information deemed relevant to the contract by the Owners.
 - 3.2.2 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.
 - 3.2.3 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.
 - 3.2.4 The Owners may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.
 - 3.2.5 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.
 - 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.

5. **CANCELLATION FOR CAUSE**

- 5.1 If services are found to be not in compliance with the provisions of this agreement; the Owners Agent shall notify the contractor, with follow-up notification in writing, of the complaint of non-compliance.
- 5.2 The contractor shall be given 24 hours to correct the cause of the complaint.
- 5.3 If the Owners Agent issues two (2) written complaints of non-compliance during the contract period the Owner shall have the right to cancel the contract for services with the contractor.
- 5.4 The Purchasing Agent shall notify the contractor in writing of the cancellation of the contract. The contract will terminate ten (10) days from the date of mailing of the written notice of cancellation.
 - 5.4.1 In such event, the contractor shall have no liability to the Owner thereunder other than to fully perform such services to the end of said notice period, and the Owner shall have no liability to the contractor except to pay for such services as are actually performed pursuant to the terms of this contract.

6. **SPECIFIC REQUIREMENTS**

- 6.5 Contractor must have the ability to respond to emergency situations 24 hours a day, 7 days a week with an adequate number of skilled electrical personnel.
- 6.6 Contractor must be able to provide qualified supervision to coordinate the emergency situation and monitor the process and progress with building owner and Lincoln Electric System.
- 6.6 Contractor must have the capability to immediately assess damages and provide a solution for repair of main distribution panels, switch gear, motor control centers and panel boards manufactured by General Electric, I.T.E., Square "D", Westinghouse Company.
 - 6.6.1 Amperage ranges of 800 Ampere to 4000 Ampere, Voltages of 480V/277V- 240V 208V/120V.
- 6.7 Contractor shall have the ability to test "Megout", main distribution panel boards, buss bar, buss duct, transformers/transformer windings, motor control centers, feeder cables, motor branch circuit and motor circuit wiring if deemed necessary.
- 6.8 Because of unique and unusual conditions created by power interruptions, outages and/or water damages to building's electrical equipment a need for assessment of damages and solutions for restoring power safely and in a timely manner is needed.
- 6.9 In the event the equipment is beyond economic repair, provisions necessary to restore emergency power and provide cost estimates for replacement will be required.
- 6.10 Parts used in the repair other than the original manufacturers are required to be at least equal in like, kind, and quality in terms of fit, quality and performance to the original manufacturers parts they are replacing.
- 6.11 Contractor must certify that the damaged equipment has been repaired to the original conditions for insurance purposes.

CITY OF LINCOLN/LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION

ATTACHMENT 1

UNIT PRICE QUOTATION

LARGE SCALE EMERGENCY ELECTRICAL SERVICES, Bid No. 13-072

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE:

FROM (CONTRACTOR): _____

PROJECT NUMBER: _____

PROJECT DESCRIPTION: _____

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
Master Electrician			
Journeyman Electrician			
Electrician's Apprentice			
Laborer			
Other			
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

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

SUBCONTRACTORS COSTS

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

TOTAL PRICE (NOT TO EXCEED)

\$ _____

FIRM: _____

BY: _____

ADDRESS: _____

PHONE _____

APPROVED BY: _____

Change Order #: _____

Accepted: _____

Not Accepted: _____

Department/Agency Representative

DATE: _____

**SCHEDULE A
CURRENT CODES IN USE RELATING TO
CONSTRUCTION DEVELOPMENT IN THE CITY OF LINCOLN
AUGUST 1, 1999**

1997	Uniform Building Code & Local Amendments
1994	Nebraska Accessibility Guidelines (Patterned after and similar to ADA guidelines)
1989	Fair Housing Act - As Amended Effective March 12, 1989
1979	Zoning Ordinance of the City of Lincoln - As Amended Including 1994 Parking Lot Lighting Standards
1994	Life Safety Code NFP
1997	Uniform Fire Code and Local Amendments Applicable NFPA National Fire Code Standards
1999	National Electrical Code & Local Amendments
1997	Uniform Mechanical Code & Local Amendments
1990	National Plumbing Code *
1992	Lincoln Plumbing Code *
1994	Lincoln Gas Code

Ground Snow Load: 30 lbs. Sq.Ft.
Seismic Zone: Undetermined
Wind Load: 25 lbs. Sq.Ft.
Exposure C
Wind Resistance: 80 m.p.h.

* The Lincoln Plumbing Code contains basically the 1990 National Standards Plumbing Code and local community amendments. No separate amendments are printed for National Standard.

**SCHEDULE B
DEPARTMENTAL/AGENCY REPRESENTATIVES**

Lincoln City Libraries
Paul Jones, Library Business Office
14th & N Streets
Lincoln, NE 68508
441-8513

Lincoln Fire Department
Pat Borer, Assistant Chief of Adm. Services
1801 Q Street
Lincoln, NE 68508
441-8354

Parks & Recreation Department
Jerry Shorney, Superintendent of
Parks/Operations
2740 A Street
Lincoln, NE 68502
441-8259

Lincoln Water System
John Miriovsky, Superintendent of Operations
2021 N 27th Street
Lincoln, NE 68503
441-7571

StarTran
Glenn Knust, Maintenance Superintendent
710 J Street
Lincoln, NE 68508
441-8317

Public Works, Street & Traffic Operations
Scott Opfer, Street & Traffic Op. Manager
901 N 6th Street
Lincoln, NE 68508
441-7701

Public Works, Parking garages & Lots
Scott Vrbka, Administrator
555 S 10th Street
Lincoln, NE 68508
441-6097

Public Works & Utilities, Solid Waste
Operations
Karla Welding, Superintendent
6001 Bluff Road
Lincoln, NE
441-7867

Public Works & Utilities, Water Pollution Control
Steve Crisler, Asst.
Superintendent/Maintenance
2400 Theresa Street
Lincoln, NE 68521
441-7966

Lancaster County Engineer
Virgil Dearmont, Bridge Division Head
444 Cherrycreek Road, Bldg. B
Lincoln, NE 68528
441-7681

City/County Property Management
Fred Little, Plant Operations Manager
920 O Street, Ste. 203
Lincoln, Ne 68508
441-7355, cellular 432-8526

Lancaster County Corrections
Mike Thurber, Maint. & Const. Mgr.
4420 N.W. 41st Street
Lincoln, NE 68524
441-7140

Police Garage
Pat Wenzl, Manager
635 J Street
Lincoln, NE 68508
441-7691