

DO 12332
C-15-0035

AMENDMENT TO CONTRACT
CITY OF LINCOLN\LANCASTER COUNTY\LINCOLN-LANCASTER HEALTH DEPARTMENT
UNIT PRICE CONTRACT FOR AUDIO & VISUAL REPAIRS & REPLACEMENTS
BID NO. 13-293
FIRST RENEWAL

RECEIVED
JAN 08 2015
LANCASTER COUNTY
CLERK

This Amendment is hereby entered into by and between True Power Electric, Inc., 3701 "O" Street., Ste. B2, Lincoln, NE 68510 (hereinafter "Contractor") and the City of Lincoln\Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of Amending the Contract C-14-0019, dated January 14, 2014, and D.O. 10524, dated December 31, 2013, (the "Contract"), for the Unit Price Contract for Audio & Visual Repairs & Replacements, Bid No. 13-293, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is January 14, 2014 through January 13, 2015, with the option to renew for three (3) additional one (1) year terms, and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning January 14, 2015 through January 13, 2016; 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 \$1,500.00 without prior approval by the City of Lincoln

WHEREAS, the estimated expenditures for the Lincoln-Lancaster County 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-14-0019 and D.O. 10524, and stated herein the parties agree as follows:

1. The Contract shall be renewed for an additional one (1) year term January 14, 2015 through January 13, 2016.
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 \$1,500.00 without prior approval by the City of Lincoln.
4. The estimated expenditures for the Lincoln-Lancaster County 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 13 day of Jan, 2014

Executed this 19th day of Dec, 2014

Todd Witek
Dee S. Boyd
Paul Belmont
Bill Arey
Hudkins Absent

Steve Nishka
Finance Director

Executed this 10th day of Feb, 2014

Bill Johnson
Lancaster County Attorney

Larry Hudkins
Lincoln-Lancaster County Public Building Commission

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)	True Power Electric Inc.
By: (Please Print)	Jeremy Giese
By: (Please Sign)	<u>Jeremy Giese</u>
Title: (Please Print)	President
Company Address: (Please Print)	3701 'O' St. Ste B2
Company Phone & Fax: (Please Print)	402-304-5182 / Fax 866-262-5888
E-Mail Address: (Please Print)	truepowerelectric@hotmail.com
Date: (Please Print)	12/12/14
Contact Person for: "Orders or Service" (Please Print)	Jeremy Giese
Phone Number: (Please Print)	402-304-5182

HERE

10

10524

C-14-0019
1-9-14

CONTRACT DOCUMENTS

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

**Unit Price Contract for Audio & Visual Repairs
and Replacements
Bid No. 13-293**

**True Power Electric, Inc.
3701 "O" St., Ste. B2
Lincoln, NE 68510
402.304.5182**

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

THIS CONTRACT, made and entered into this 10th day of December, 2013 by and between True Power Electric, Inc., 3701 "O" St., Ste. B2, Lincoln, NE 68510, 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 Audio & Visual Repairs and Replacements, Bid No. 13-293

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/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. The total cost of products or services for County agencies shall not exceed \$5,000.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$5,000.00 during the contract term without approval. The total cost of products or services for the Public Building Commission shall not exceed \$2,000.00 during the contract term without approval by the Board of the Public Building Commission.

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. **ASSIGNMENT:** This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.
6. **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.
7. **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.

8. 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.
9. 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 (1) year terms.
10. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreements
 2. Accepted Proposal/Supplier Response
 3. Vendor Unit Price Quotation
 4. Specifications
 5. Unit Price Service Contract Instructions
 6. Blank Unit Price Quotation Sheet
 7. Insurance Requirements
 8. Notice to Bidders
 9. Sales Tax Exemption Form 13

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. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Steve Huber
Finance Director

Approved by D.O. No. 10524

dated December 31, 2013

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest: *Rod Cooper*
Public Building Commission Attorney

Larry Huber
Chairperson, Public Building Commission

dated 1-23-14

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Dwight Johnson
County Law

The Board of County Commissioners of
Lancaster, Nebraska

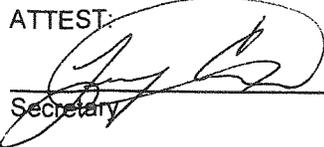
Dwight Johnson
Greg Smayda
Larry Huber
Joe Amundson
Amundson Absent

dated 1/14/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

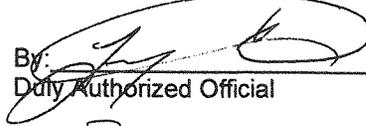
ATTEST:



Secretary (SEAL)

TRUE POWER INC - NEW TRUE POWER ELECTRIC INC.
Name of Corporation

3701 O St Ste B2 Lincoln, NE 68510 (Address)

By: 

Duty Authorized Official

President

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION: *N/A*

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL: *N/A*

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7410				
Fax	(402) 441-6513				
Bid Number	13-293	Department	Purchasing	Department	
Title	Unit Price Contract for Audio & Visual Repairs and Replacements	Building	Suite 200	Building	
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	09/27/2013	Telephone	(402) 441-7428	Telephone	
Close Date	10/16/2013 12:00:00 PM CT	Fax	(402) 441-6513	Fax	
Need by Date		Email	smulder@lincoln.ne.gov	Email	

Supplier Information

Company	True Power Electric Inc
Address	3701 O St Ste B2 Lincoln, NE 68510
Contact	Jeremy Giese
Department	
Building	
Floor/Room	
Telephone	402 (304) 5182
Fax	866 (262) 5888
Email	truepowerelectric@hotmail.com
Submitted	10/15/2013 6:02:41 PM CT
Total	\$75.00

Signature _____

Supplier Notes

Bid Notes

The bid actually closes on Friday, October 11, 2013, disregard the advertisement attached.

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:	Jeremy Giese
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	Renewal is an Option	Contract Extension Renewal is an option.	Yes
10	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
11	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
12	Quotation Form	I have completed and attached the Quotation Form that was located in the Attachment Section and attached it to the Vendors Response Attachment Section of the E-bid.	Yes
13	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Hour	Labor Rate per Hour	\$75.00
Item Notes:				
Supplier Notes:				
Response Total:				\$75.00

LANCASTER COUNTY
ATTACHMENT 1
UNIT PRICE QUOTATION
AUDIO & VISUAL REPAIRS AND REPLACEMENT, BID NO. 13-293

Date: 10/15/13

TO DEPARTMENT/AGENCY REPRESENTATIVE: Jeremy Giese, for True Power Electric Inc
FROM (CONTRACTOR): True Power Electric Inc
PROJECT NUMBER: 13-293
PROJECT DESCRIPTION: Audio Visual Repairs and Replacement

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
Laborer	\$75/hr		
Other			
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	TOTAL \$ AMOUNT
Total Equipment Costs		15%	
Total Materials Cost		15%	
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: True Power Electric Inc

BY: Jeremy Giese

ADDRESS: 3701 O St, Ste B2
 Lincoln NE 68510

PHONE 402.304.4782

Change Order #: _____

Accepted: _____

Not Accepted: _____

APPROVED BY: _____

Department/Agency Representative

DATE: _____

**SPECIFICATIONS FOR
UNIT PRICE CONTRACT FOR
AUDIO/VISUAL REPAIRS AND REPLACEMENT
PROJECT INFORMATION**

1. SCOPE OF CONTRACT

- 1.1 Lancaster County, Nebraska, Lincoln-Lancaster Public Building Commission and the City of Lincoln; (hereinafter referred to as "Owners"), desire to retain qualified contractors on a Unit Price Contract basis to repair and replace audio and visual equipment 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 Contract Instructions is attached to the E-Bid.
- 1.3 Individual Unit Price Projects under the terms of this Contract shall not exceed \$2,000.00 per occurrence.
 - 1.3.1 Miscellaneous projects may include: service calls, replacement of sound equipment such as amps and microphones.
 - 1.3.2 Services shall include all three (3) floors of the Justice and Law Enforcement Center Court Rooms.
 - 1.3.3 It is estimated that the total amount of work for all departments/agencies of the Owners for the term of the contract is approximately \$5,000.00.
- 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.
- 1.6 The term of the contract shall be one (1) year with the option to renew for three (3) additional one (1) year terms.
- 1.7 This contract is 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 attached "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.
 - 3.1.1 All inquires regarding these specifications shall be directed via e-mail to Sharon Mulder, Assistant Purchasing Agent (smulder@lincoln.ne.gov).
 - 3.1.2 These inquires and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 3.1.3 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of the bid opening.
 - 3.1.4 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 3.1.4.1 Failure to comply with this directive may result in Vendor bid being rejected.

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 for 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 shall attach a list of references for similar projects in the Bidders Response Section of this E-Bid.
 - 4.1.1 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.
 - 4.1.2 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.

Unit Price Service Contract 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 \$2,000.00 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 \$2,000 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 \$2,000. 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 \$2,000 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 \$2,000 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 \$2,000 or under.
 - 2.1.1 \$0 to \$2,000: 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 \$2,000.
 - 2.2.2 Project was subdivided into small phases to avoid the \$2,000 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.