CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

ANNUAL REQUIREMENTS
FOR
SNOW REMOVAL - TRUCK MOUNTED SNOW PLOW SERVICES
BID NO. 14-143

General Excavating
6701 Cornhusker Hwy.
Lincoln, NE 68507
402.467.1627

CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered by and between **General Excavating, 6701 Cornhusker Highway, Lincoln, NE 68507**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Requirements for Snow Removal - Truck Mounted Snow Plow Services, Bid No. 14-143** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

   Agreement to full proposal (4) plow trucks.

2. The City agrees 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 City:

   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. All contracts awarded from Bid No. 14-143 will combine for a total amount estimated at $34,400.00.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
   - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
     - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a (1) one year term with the option to renew for up to three (3) additional one (1) year terms.

8. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Agreement
   2. Accepted Proposal/Supplier Response
   3. Specifications
   4. Special Provisions
   5. Insurance Requirements
   6. Instructions to Bidders
   7. Notice to Bidders
   8. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City 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 City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive No. 087403

dated 8-13-14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

(SEAL)

Secretary

General Excavating

Name of Corporation

6701 Cornhusker Hwy, Lincoln, NE 68507

(Address)

By:

Duly Authorized Official

Scott Fitzgerald, 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

Bid Creator	Sharon R. Mulder Asst Purchasing Agent
Email	smulder@lincoln.ne.gov
Phone	(402) 441-7428
Fax	(402) 441-6513
Bid Number	14-143 Addendum 1
Title	Snow Removal - Truck Mounted Snow Plow Services
Bid Type	Bid
Issue Date	05/23/2014
Close Date	6/11/2014 12:00:00 PM CT
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68508
Contact	Sharon R. Mulder Asst Purchasing Agent
Department	
Building	
	Suite 200
Floor/Room	
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	General Excavating
Address	6701 Cornhusker Hwy Lincoln, NE 68507
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 467 1627
Fax	1 (402) 467 2084
Email	
Submitted	6/4/2014 11:30:35 AM CT
Total	$452.00

Signature

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, there are several options. 1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at http://www.lincoln.ne.gov/city/finance/purch/spec/veninst.ppt

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	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	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
6	Numbers in Price Box	I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of $0 for respective line items.	Yes
7	Contact	Name of person submitting this bid:	Lowry Engstrom
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
10	Disaster Plan	DISASTER PLAN PARTICIPATION: If awarded a contract, can the City of Lincoln call on your firm to participate in a disaster relief/cleanup plan with your company performing duties similar to those in the contract? YES or NO If YES, I understand that the terms and pricing will not deviate from the executed contract.	YES
11	Electronic Signature	Please check here for your electronic signature.	Yes
12	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	Hour	Truck Mounted Plow 1 -- Cost per Hour for actual snow plowing services.	$113.00

Item Notes: BIDDER'S NOTE: IF MORE THAN ONE TRUCK IS TO BE USED FOR SNOW REMOVAL, ADDITIONAL TRUCKS MUST BE ENTERED ON A NEW LINE. If you are submitting a price for more than 4 snow plows, call Purchasing @ 402-441-7417 and additional lines will be entered.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Truck Make	Make	International 4900
2	Truck Model	Model	Single Axle Dump Truck
3	Year	Year of Vehicle	1995
4	Vehicle Color	State Vehicle Color	White
5	Contractor Equipment I.D. Number	State the Contractor Equipment I.D. Number	227
6	Snow Plow Make	State the Snow Plow Make	Western
7	Snow Plow Model	State the Snow Plow Model	Uni Mount 62303 10' 0
8	Moldboard Weight	State the weight of the moldboard	780 #'s
9	Lift height from ground	State the lift height from the ground	20

2	1	Hour	Truck Mounted Plow 2 -- Cost per Hour for actual snow plowing services.	$113.00

Item Notes: BIDDER'S NOTE: IF MORE THAN ONE TRUCK IS TO BE USED FOR SNOW REMOVAL, ADDITIONAL TRUCKS MUST BE ENTERED ON A NEW LINE.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Truck Make	Make	International 8100
2	Truck Model	Model	Single Axle dump Truck
3	Year	Year of Vehicle	1990
4	Vehicle Color	State Vehicle Color	White

5	Contractor Equipment I.D. Number	State the Contractor Equipment I.D. Number	230
6	Snow Plow Make	State the Snow Plow Make	Western
7	Snow Plow Model	State the Snow Plow Model	Ini Mount 62303 10' 0
8	Moldboard Weight	State the weight of the moldboard	780 #'s
9	Lift height from ground	State the lift height from the ground	20

3 1 Hour Truck Mounted Plow 3 -- Cost per Hour for actual snow plowing services. $113.00

Item Notes: BIDDER'S NOTE: IF MORE THAN ONE TRUCK IS TO BE USED FOR SNOW REMOVAL, ADDITIONAL TRUCKS MUST BE ENTERED ON A NEW LINE.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Truck Make	Make	International 4900
2	Truck Model	Model	Single Axle Dump Truck
3	Year	Year of Vehicle	1998
4	Vehicle Color	State Vehicle Color	White
5	Contractor Equipment I.D. Number	State the Contractor Equipment I.D. Number	241
6	Snow Plow Make	State the Snow Plow Make	Western
7	Snow Plow Model	State the Snow Plow Model	Uni Mount 62303 10' 0
8	Moldboard Weight	State the weight of the moldboard	780 #'s
9	Lift height from ground	State the lift height from the ground	20

4 1 Hour Truck Mounted Plow 4 -- Cost per Hour for actual snow plowing services. $113.00

Item Notes: BIDDER'S NOTE: IF MORE THAN ONE TRUCK IS TO BE USED FOR SNOW REMOVAL, ADDITIONAL TRUCKS MUST BE ENTERED ON A NEW LINE.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response

1	Truck Make	Make	International 4900
2	Truck Model	Model	Single Axle Dump Truck
3	Year	Year of Vehicle	1998
4	Vehicle Color	State Vehicle Color	White
5	Contractor Equipment I.D. Number	State the Contractor Equipment I.D. Number	242
6	Snow Plow Make	State the Snow Plow Make	Western
7	Snow Plow Model	State the Snow Plow Model	Uni Mount 62303 10' 0
8	Moldboard Weight	State the weight of the moldboard	780 #'s
9	Lift height from ground	State the lift height from the ground	20
			Response Total: $452.00

SPECIFICATION
SNOW REMOVAL - TRUCK MOUNTED SNOWPLOW SERVICES

1. **SCOPE**
   - 1.1 The City of Lincoln is requesting bids from Contractors to assist in snow removal from City streets using Truck Mounted Snowplow.
   - 1.2 Contractor shall furnish truck(s) with Snowplow and operator(s) for the purpose of plowing snow for the City of Lincoln during the winter season beginning on or about November 15 and ending on or about May 1.
     - 1.2.1 Services may be required outside of these dates and Contractor agrees to provide services as needed.
   - 1.3 The City intends to enter into a contract for a one (1) year term with the option to renew for up to three (3) additional one (1) year terms.
     - 1.3.1 If the Contractor agrees to renewal, number and type of trucks will be verified each year at time of renewal.
     - 1.3.2 Pricing must remain firm during the initial contract term.
   - 1.4 Bidder shall submit bid documents and all supporting material via e-bid.
     - 1.4.1 Contractor may bid as many trucks that meet the requirements of this specification; however, a new Line Item must be completed for each truck proposed.
   - 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
     - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda
     - 1.5.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
     - 1.5.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
       - 1.5.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
   - 1.6 A pre-bid meeting will be held on Friday, May 30th at 1:30 p.m. located at the Municipal Service Training Room.
     - 1.6.1 The address is 901 W. Bond Street, Lincoln, NE 68521
     - 1.6.2 Enter in on the NW Entrance near cafeteria.
   - 1.7 Annual Training is a mandatory requirement for all Truck Mounted Snowplow Service operators.
     - 1.7.1 Operators who fail to attend training class will not be allowed to plow snow until their training is made up.
       - 1.7.1.1 Training shall be monitored by the City.
     - 1.7.2 All awarded contractors shall be notified the details of the training class(es) by the City of Lincoln, Street and Maintenance Department.

2. **CONTRACT AND CERTIFICATE OF INSURANCE**
   - 2.1 Within fourteen (14) calendar days after the award of the bid, the Contractor shall sign and return the contract to the City of Lincoln.
   - 2.2 Also within such time period, the Contractor must furnish a Certificate of Insurance in accordance with the requirements specified in the bid documents.
     - 2.2.1 All Certificates of Insurance shall be filed with the City of Lincoln on the standard Accord Certificate of Insurance form showing the specific limits of insurance coverage required, and showing the **City of Lincoln as an "additional insured"** as pertains to snow removal services.
     - 2.2.2 Such Certification shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days notice of cancellation or non-renewal of any material reduction of insurance coverage.

3. **MINIMUM TRUCK SPECIFICATION**

3.1 The Contractor shall furnish truck-mounted reversible snow plows for such purpose that meet or exceed the following specifications:

3.1.1 (Truck Power Unit)

3.1.1.1 ENGINE: Gasoline or Diesel powered, 350 cubic inch minimum displacement.

3.1.1.2 HORSEPOWER: 150 minimum net.

3.1.1.3 GVWR: 27,500 lbs. minimum.

3.1.1.4 FRONT AXLE: 10,000 lbs. minimum.

3.1.1.5 CAB TO AXLE: 84 inches minimum.

3.1.1.6 FUEL TANK: Not less than 50 U.S. gallons.

3.1.1.7 Truck must be of dump design, capable of transporting sufficient ballast during plowing operations to provide for proper traction and stability without exceeding GVW ratings.

3.1.1.8 LIGHTS: All lights required by FMVSS 108 plus a revolving or strobe type beacon.

3.1.1.9 POWER POINT: Shall have one or be willing to let the City install one.

3.1.2 (SNOWPLOW AND HITCH)

3.1.2.1 10 ft. hydraulically reversible snowplow with attaching hitch.

3.1.2.2 LENGTH: 10 ft. straight blade minimum @ 0°.

3.1.3 PATH CLEARING

3.1.3.1 9' 10" @ 10°.

3.1.3.2 9' 5" @ 20°.

3.1.3.3 8' 8" @ 30°.

3.1.3.4 8' 0" @ 37°.

3.1.4 HEIGHT: 39 inches minimum.

3.1.5 10 USS gauge minimum.

3.1.6 Approximate weight of moldboard 1700 lbs.
(Note: Please state weight of moldboard in the item attribute provided.)

3.1.7 Minimum lift height from ground 14 inches.
(Note: Please state lift height from ground in the item the attribute provided.)

3.1.8 BLADE: High carbon steel 5/8" x 8" x 10'.

3.1.9 HITCH: Must be of sufficient construction and strength to safely carry, lift and push the snowplow.

3.1.10 The City reserves the right to inspect all snowplow units bid to insure that they are of sufficient design and construction to safely and efficiently remove snow from City streets.

4. **CONTRACTOR RESPONSIBILITIES**

4.1 Contractor shall be responsible for all fuel, lubricants, repair and maintenance of the truck, plow and hitch.

4.2 The Contractor is an independent Contractor, and neither the Contractor nor his/her employees or agents shall be considered for any purpose to be employees of the City.

4.2.1 Contractor shall be responsible to provide qualified operator(s) for the truck plows.

4.2.2 Any such operator shall be at least twenty-one (21) years of age, shall hold a valid Nebraska commercial motor vehicle operator's license, and shall be skilled in operation of the Contractor's equipment for snow-plowing purposes.

4.3 Contractor shall respond for the purpose of plowing snow from City streets in accordance with the City of Lincoln Ice and Snow Control Plan within a maximum of two (2) hours after being called by the City Director of Public Works or his/her designated representative.

4.3.1 The City will make every attempt to give a 1-1/2 hour notice.

4.4 Contractor shall notify the City of Lincoln of any mechanical failure to the truck plow that prevents its use for snow-plowing.

4.4.1 As soon as the mechanical failure is repaired, Contractor shall notify the City of

Lincoln that the unit is again available.

4.4.2 No hourly rate of payment shall be made to the Contractor for his/her maintenance and repair during this "'downtime" and the hourly rate will not resume until the equipment is back in use in the field.

5. **CITY RESPONSIBILITIES**

5.1 The City will provide to the Contractor assigned district(s) for snow plowing, including maps showing the district boundaries and the streets within the districts.

5.1.1 More than one Contractor may be assigned to districts and they will be expected to work together as a team.

5.2 Upon completion of snow removal within contractors assigned district, contractor shall report to the assigned district shop for reassignment or release by the district supervisor.

5.3 If snow plowing is required for an extended period of time, Contractor must make shift changes at a location in the same area that plowing is being conducted.

5.4 The City has the option of installing a temporary GPS Tracking System in the truck to track the progress of snow removal.

5.4.1 The City will be responsible for the installation and removal of Tracking System.

Addendum #1
Snow Removal -
Truck Mounted Snow Plow Services
Bid No. 14-143

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. Change specifications to:
   4.3.1 The City will make every attempt to give a 12 hour notice replaces 1-1/2 hours.

All other terms and conditions shall remain unchanged.

Dated this day of May 29, 2014.

Sharon Mulder
Asst. Purchasing Agent