CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

ANNUAL REQUIREMENTS
FOR
SNOW REMOVAL - FRONT END LOADER SERVICES
BID NO. 14-145

Gana Trucking & Excavating
2200 West Panama Road
Martell, NE 68404
402.794-5000

CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered by and between **Gana Trucking & Excavating, 2200 West Panama Road, Martell, NE 68404**, 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 - Front End Loader Services, Bid No. 14-145** 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, (3) loaders.

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. 14-145 will combine for a total amount estimated at $4,300.00.

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

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

Public Works & Utilities Director

Approved by Directorial No. 11506

dated July 28, 2014

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Ganey Trucking & Excavating Inc.
Name of Corporation

2200 W. Panama Rd Maytell, NE 68404
(Address)

By:
Duly Authorized Official

VP
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	14-145 Addendum 1
Title	Snow Removal - Front End Loader 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	Gana Trucking & Excavating
Address	2200 West Panama Road Martell, NE 68404
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 794-5000
Fax	1 (402) 794-5002
Email	
Submitted	6/11/2014 6:56:36 AM CT
Total	$390.00

Signature _____

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	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
5	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
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Contact	Name of person submitting this bid:	Adam Root
8	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
9	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	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:ALLOWED NO BID OPTION FOR BID LINES 2 - 4	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Hour	Loader 1 -- Cost per Hour	$130.00

Item Notes: BIDDER'S NOTE: IF MORE THAN ONE LOADER IS TO BE USED FOR SNOW REMOVAL, ADDITIONAL LOADERS MUST BE ENTERED ON A NEW LINE. If you are submitting a price for more than 4 loaders, call Purchasing @ 402-441-7428 and additional lines will be entered.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Bucket Cu. Yd. Capacity	Bucket Capacity (per cu. yd.)	3
2	Make	Make	Caterpillar
3	Model	Model	950 F
4	Year	Year of Loader	1991

2	1	Hour	Loader 2 -- Cost per Hour	$130.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Bucket Cu. Yd. Capacity	Bucket Capacity (per cu. yd.)	3
2	Make	Make	Kawasaki
3	Model	Model	90Z
4	Year	Year of Loader	1993

3	1	Hour	Loader 3 -- Cost per Hour	$130.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Bucket Cu. Yd. Capacity	Bucket Capacity (per cu. yd.)	3
2	Make	Make	Kawasaki

3	Model	Model	90Z
4	Year	Year of Loader	1999

4 1 Hour Loader 4 -- Cost per Hour No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Bucket Cu. Yd. Capacity	Bucket Capacity (per cu. yd.)	
2	Make	Make	
3	Model	Model	
4	Year	Year of Loader	

Response Total: $390.00

SPECIFICATION
FOR
SNOW REMOVAL - FRONT END LOADER SERVICES

1. **SCOPE**

1.1 The City of Lincoln will require approximately eleven (11) Front End Loaders to assist in snow removal from City streets.

1.2 Contractor shall furnish loader(s) and operator(s) for the purpose of loading/moving 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, size of loader/s and number of loaders will be verified each year at time of renewal.

1.3.2 Price 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 loaders that meet the requirements of this specification; however, a new Line Item must be completed for each loader 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.

2. **CONTRACT AND CERTIFICATE OF INSURANCE**

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 LOADER SPECIFICATION**

3.1 The Contractor shall furnish rubber tire loader(s) with operator(s) for such purpose that meet or exceed the following specifications:

3.1.1 ENGINE: minimum four cylinder diesel powered, 300 in. piston displacement minimum

3.1.2 HORSEPOWER: 100 NET minimum.

3.1.3 BUCKET: 2.5 cu.yd. capacity minimum

3.1.4 DRIVE: Four (4) wheel minimum

3.1.5 STEERING: Full power frame articulation

3.1.6 OPERATING WEIGHT: 20,000 lb. minimum

3.1.7 CAB: Fully enclosed with heater, defroster and windshield wipers
3.1.8 WORK LIGHTS: Two (2) each front and rear minimum

4. **CONTRACTOR RESPONSIBILITIES**

4.1 Contractor shall be responsible for all fuel lubricants, repair and maintenance of the rubber tire loader.

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 loader.

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

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

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

4.4. Contractor shall notify the City of Lincoln of any mechanical failure to the rubber tire fron end loader that prevents its use for snow removal.

4.4.1 As soon as the mechanical failure is repaired, Contractor shall notify the City of Lincoln that the rubber tire loader 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 removal 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 loader to track the progress of snow removal.

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

5.5 The City will pay to the Contractor the sum the contractor bid per hour while Contractor is engaged in snow removal operations.

5.5.1 The City will authorize the use of the equipment for each successive storm emergency.

5.5.2 Any work not authorized by the Director of Public Works or his/her designated representative shall not be approved for payment.

5.6 The Contract may not be assigned by the Contractor without the written authorization of the City.

5.7 Time is of the essence of the performance of snow removal services, and the Contract may be terminated at the City's option if the Contractor fails to timely perform such services.

5.8 Consideration will be given to both bucket capacity and cost per hour in bid evaluation.