

CONTRACT DOCUMENTS

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

**Unit Price for
Overhead Door, Accessory Repair and Replacement
Projects Under \$10,000.00
Bid No. 14-161**

**The Overhead Door Co. of Lincoln, Inc.
4123 Progressive Ave.
Lincoln, NE 68504
402.466.3667**

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

THIS CONTRACT, made and entered into this 28 day of July, 2014 by and between The Overhead Door Co., of Lincoln, Inc., 4123 Progressive Ave., Lincoln, NE 68507, 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 Overhead Door, Accessory Repair and Replacement, Bid No. 14-161
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. The total cost of products or services for County agencies and Lincoln-Lancaster Public Building Commission is estimated at \$4,000.00 during the contract term. The total cost of products or services for City Departments is estimated at \$22,000.00 during the contract term.

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 \$10,000.00 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 (1) year terms upon execution of contract.
11. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreements\with Bonds
 2. Supplier Response
 3. Supplier Extra Attachments
 4. Specifications
 5. Unit Price Service Contract Instructions (General Construction Under \$10,000.00)
 6. Unit Price Service Contract Instructions (Overhead Door and Accessory Repair & Replacement Services)
 7. Insurance Requirements
 8. Instructions to Bidders
 9. Notice to Bidders
 10. Attachment 1 - Unit Price Quotation Form
 11. Sales Tax Exemption Forms 13 and 17

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Miki Erpoff
Public Works & Utilities Director

Approved by Directorial No. 11676

dated 8-27-14

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Don W. Tante
Public Building Commission Attorney

Larry Hudkins
Chairperson, Public Building Commission

dated Oct 9, 2014

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Barbara Debraus
County Law

The Board of County Commissioners of
Lancaster, Nebraska

Debra Schorr
Larry Hudkins
Joe Kasper
Anna B. Smoyer
Smoyer Absent

dated 9/19/14

Overhead

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

 (SEAL)
Secretary

The Overhead Door Co of Lincoln Inc
Name of Corporation

4123 Progressive Ave Lincoln NE 68504
(Address)

By: Michael Lemke
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	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing\City & County	Address
Email	smulder@lincoln.ne.gov		440 S. 8th St.	
Phone	(402) 441-7428		Lincoln, NE 68508	Contact
Fax	(402) 441-6513	Contact	Sharon Mulder, Asst. Purchasing Agent	Department Building
Bid Number	14-161	Department		Floor/Room
Title	Unit Price - Overhead Door, Accessory Repair and Replacement	Building		Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	06/11/2014	Telephone	1 (402) 441-7428	Email
Close Date	6/25/2014 12:00:00 PM CT	Fax	1 (402) 441-6513	
Need by Date		Email	smulder@lincoln.ne.gov	

Supplier Information

Company THE OVERHEAD DOOR CO OF LINCOLN, INC
Address 4123 PROGRESSIVE AVE

LINCOLN, NE 68507

Contact
Department
Building
Floor/Room
Telephone 1 (402) 4663667
Fax 1 (402) 4669413
Email ohdlincmike@aol.com
Submitted 6/25/2014 10:24:40 AM CT
Total \$180.00

Signature _____

Supplier Notes

The way you are asking us to break down labor and service is not how we bill out labor. Our service calls are \$90.00 from 5 minutes to the first hour we are on site and prorated at \$90.00 per hour after the first hour. The markup on materials is difficult because some materials are marked up more than others depending on their cost. The numbers I have put in for labor and markup are up for discussion. A scheduled service call for one hour during normal business hours not requiring parts would be \$90.00.

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	Specifications	I acknowledge reading and understanding the specifications.	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	Unit Price Quotation Form	I acknowledge reading and understanding the Unit Price Quotation Form.	Yes
6	Unit Price Contract Instructions	I acknowledge reading and understanding the Unit Price Contract Instructions.	Yes
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
8	Contact	Name of person submitting this bid:	Mike Reinke
9	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.	50
10	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
11	Percentage Markup of all Subcontractor Costs	Percentage Markup of Subcontractor 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
12	Renewal is an Option	Contract Extension Renewal is an option.	Yes
13	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes

- | | | | |
|----|--------------------------|---|---|
| 14 | Term Clause of Contract | <p>I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO</p> <p>(b) Are your bid prices subject to escalation/de-escalation YES or NO</p> <p>(c) If (b), state period for which prices will remain firm: through _____</p> | yes |
| 15 | Performance/Payment Bond | <p>I acknowledge that a \$10,000 Performance Bond and Payment Bond will be required with the signed contract upon award of this job.</p> | Yes |
| 16 | Construction Codes | <p>I acknowledge reading and understanding the Construction Codes in the City of Lincoln at http://www.lincoln.ne.gov/city/build/comercl/codes.htm</p> | Yes |
| 17 | License Attachments | <p>I acknowledge attaching any applicable licenses for the services provided under this bid.</p> | Yes |
| 18 | References | <p>I have attached my References to the Response Attachment section of this bid.</p> | Yes |
| 19 | Emergency Repairs | <p>Will you charge the same rate for repairs in emergency situations that occur after normal business hours or on weekends and holidays? YES or NO. If NO, list the additional costs in the space provided.</p> | <p>NO LABOR INCREASES 1 1/2 TIMES AND SERVICE CALL IS \$135.00 AFTER HOURS AND WEEKENDS HOLIDAYS EVERYTHING DOUBLES</p> |
| 20 | Electronic Signature | <p>Please check here for your electronic signature.</p> | Yes |

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Supervisor - Labor rate per hour	\$40.00
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:				
2	1	EA	Skilled Helper - Labor rate per hour	\$30.00
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:				
3	1	EA	Laborer - Labor rate per hour	\$20.00
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	1	EA	Service Charge IF NO SERVICE CHARGE, PUT 0 IN UNIT PRICE!	\$90.00
Item Notes:				
Supplier Notes:				
Response Total:				\$180.00

CITY OF LINCOLN\LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION

ATTACHMENT 1

UNIT PRICE QUOTATION

OVERHEAD DOOR AND ACCESSORY REPAIR AND REPLACEMENT BID 14-161

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE:

FROM (CONTRACTOR): _____ The Overhead Door Co. of Lincoln, Inc.

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 - REGULAR HOURS

CONTRACTOR	RATE	NO. HOURS	TOTAL \$ AMOUNT
Supervisor	\$40.00		
Skilled Helper	\$30.00		
Laborer	\$20.00		
Other	\$90.00		
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	TOTAL \$ AMOUNT
Total Rental Equipment Costs		15%	
Total Materials Cost		50%	
Total Shipping Cost	\$0.00		

SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% of Markup	TOTAL \$ AMOUNT
Sub No. 1		10%	
Sub No. 2		10%	
Sub No. 3		10%	
Sub No. 4		10%	
Sub No. 5		10%	

TOTAL PRICE (NOT TO EXCEED)

\$ _____

FIRM: _____

BY: _____

ADDRESS: _____

PHONE _____

APPROVED BY: _____

Department/Agency Representative

DATE: _____

Change Order #: _____

Accepted: _____

Not Accepted: _____