EO 88002

CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

ANNUAL REQUIREMENTS
FOR
PRODUCTION OF AGGREGATE MATERIAL
BID NO. 14-288

Martin Marietta Materials
P.O. Box 448
Weeping Water, NE 68463
402-267-2455

CITY OF LINCOLN
CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **Martin Marietta Materials, P.O. Box 448, Weeping Water, NE 68463**, 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:

Production of Aggregate Material, Bid No. 14-288

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 Lines 2 - 9 of Contractor's Proposal.

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 City 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 City shall order on an as needed basis for the duration of the contract. The estimated cost of products or services for City departments shall not exceed $239,335.00 during the contract term without approval.

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. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the contract shall be for a one year term.

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

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

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:

Approved by Executive No. 08002

dated 2-17-15

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Martin Marietta Materials, Inc.
Name of Corporation

P.O. Box 448 Weeping Water, NE 68463
(Address)

ATTEST:

Asst. Secretary

(SEAL)

By:
Duly Authorized Official

Chairman, President + CEO
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	14-288
Title	Production of Aggregate Material
Bid Type	Bid
Issue Date	12/03/2014
Close Date	12/17/2014 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	Martin Marietta Materials
Address	P.O. Box 448 Weeping Water, NE 68463
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 267-2455
Fax	1 (402) 267-3455
Email	
Submitted	12/16/2014 2:10:40 PM CT
Total	$239,335.00

Signature Terry Rogers

Email terry.rogers@martinmarietta.com

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	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
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Contact	Name of person submitting this bid:	Terry Rogers
6	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
7	Purchase Order and Delivery Contact	The City/County Purchasing Department issues Purchase Orders via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.	Terry Rogers terry.rogers@martinmarietta.com 402-267-2455
8	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	2,000	Ton	47B Gravel (River)	No Bid

Item Notes: Unit Price is per Ton Material FOB at the Production Site The quantity listed is an estimate only. Spec 3.2.1, NDOR Table 1033.02A, Class B Aggregate

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Production Site	Please provide production site location.	

#	Qty	UOM	Description	Response
2	3,500	Ton	47B Rock (Limestone)	$14.65

Item Notes: Unit Price is per Ton Material FOB at the Production Site The quantity listed is an estimate only. Spec 3.2.2, NDOR Table 1033.03A, Class E Aggregate

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Production Site	Please provide production site location.	Martin Marietta 2651 Highway 50 Weeping Water NE. 68463

#	Qty	UOM	Description	Response
3	30	Ton	Limestone Screenings	$10.50

Item Notes: Unit Price is per Ton Material FOB at the Production Site The quantity listed is an estimate only. Spec 3.2.3, NDOR Table 1033.09

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Production Site	Please provide production site location.	Martin Marietta 2651 Highway 50 Weeping Water NE. 68463

#	Qty	UOM	Description	Response
4	300	Ton	Crushed Rock for Surfacing	$12.40

Item Notes: Unit Price is per Ton Material FOB at the Production Site The quantity listed is an estimate only. Spec 3.2.4, NDOR Table 1033.09

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Production Site	Please provide production site location.	Martin Marietta, 2651 Highway 50 Weepin Water NE. 68463

5 250 Ton 3/4" Clean $14.15

Item Notes: Unit Price is per Ton Material FOB at the Production Site The quantity listed is an estimate only. Spec 3.2.5

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Production Site	Please provide production site location.	Martin Marietta, 2651 Highway 50 Weeping Water NE. 68463

6 250 Ton 1" Clean $14.15

Item Notes: Unit Price is per Ton Material FOB at the Production Site The quantity listed is an estimate only. Spec 3.2.6

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Production Site	Please provide production site location.	Martin Marietta, 2651 Highway 50 Weeping Water NE 68463

7 1,000 Ton 1-1/2" Clean $14.15

Item Notes: Unit Price is per Ton Material FOB at the Production Site The quantity listed is an estimate only. Spec 3.2.7

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Production Site	Please provide production site location.	Martin Marietta, 2651 Highway 50 Weeping Water NE 68463

8 8,000 Ton 3" Clean $14.15

Item Notes: Unit Price is per Ton Material FOB at the Production Site The quantity listed is an estimate only. Spec 3.2.8

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Production Site	Please provide production site location.	Martin Marietta, 2651 Highway 50 Weeping Water, NE. 68463

9 4,000 Ton 3" Crushed Run $12.40

Item Notes: Unit Price is per Ton Material FOB at the Production Site The quantity listed is an estimate only. Spec 3.2.9

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Production Site	Please provide production site location.	Martin Marietta, 2651 Highway 50 Weeping Water, NE. 68463

Response Total: $239,335.00

SPECIFICATIONS
FOR
ANNUAL REQUIREMENTS FOR PRODUCTION OF
AGGREGATE MATERIAL

1. **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**
   - 1.1 It is the intent of this specification to describe the minimum acceptable requirements for production of aggregate material for various City of Lincoln departments.
   - 1.2 Vendor shall submit bid documents and all supporting material via e-bid.
   - 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Asst. Purchasing Agent e-mail: smulder@lincoln.ne.gov or fax: (402) 441-6513.
     - 1.3.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
     - 1.3.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
     - 1.3.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
       - 1.3.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
   - 1.4 If any aggregate material listed in the specifications is not available at the time an order is placed, other aggregate of an equal or greater quality may be substituted at the same price as quoted on the line item of the bid.
     - 1.4.1 No substitutions will be allowed for aggregate material to be used in concrete.

2. **SCOPE**
   - 2.1 Provide aggregate material for one (1) year upon the executed contract starting approximately **February 1, 2015.**
   - 2.2 The Vendor is requested to bid only on the class and/or type of material for which he wishes to be considered eligible.
   - 2.3 The unit price per ton bid by the Vendor is understood to include loading the truck at the production facility.
   - 2.4 The award of individual bids for specific City projects shall be based on class and/or type of aggregate material required for that project and the summation of haul rates and production site prices.
   - 2.6 Certification checks performed by the City that do not pass the indicated specifications shall be cause for rejection of that load and non-payment for that load.
     - 2.6.1 Successive infractions of the certification shall be considered in future bidding privileges for that class of material.

3. **MATERIAL SPECIFICATIONS**
   - 3.1 All materials shall meet the requirements of Section 1033 – Aggregates of the State of Nebraska Department of Roads 2007 Standard Specifications for Highway Construction.
   - 3.2 Gradation requirements shall be as listed below.
     - 3.2.1 47B Gravel for concrete – Table 1033.02A, "Class B Aggregate"
     - 3.2.2 47B Rock for concrete – Table 1033.03A, "Class E Aggregate"
     - 3.2.3 Limestone Screenings – Table 1033.09, "Crushed Rock Screenings for Base Course".
     - 3.2.4 Crushed Rock for Surfacing – Table 1033.08, "Crushed Rock for Surfacing Gradation Limits".
     - 3.2.5 ¾" Clean - % Passing. ¾" Sieve- 100% Min., #4 Sieve- 10% Max.
     - 3.2.6 1" Clean - % Passing, 1" Sieve-100% Min., #4 Sieve-10% Max.
     - 3.2.7 1 ½" Clean – % Passing, 1 ½" Sieve-100% Min., #4 Sieve-10% Max.
     - 3.2.8 3" Clean - % Passing, 3" Sieve-100% Min., ¾" Sieve-5% Max.
     - 3.2.9 3" Crusher Run - % Passing, 3" Sieve-100% Min.