

C-12-0373

85280

RECEIVED

JUN 28 2012

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

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

**Unit Price Contract for Fencing
Bid No. 12-150**

**American Fence of Lincoln
3301 N 35th Street
Lincoln, NE 68504
Phone: 402.467.2511**

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

THIS CONTRACT, made and entered into this _____ day of _____, 2012 by and between **American Fence of Lincoln, 3301 N. 35th Street, Lincoln, NE 68504**, 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 Fencing, Bid No. 12-150

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/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. Owners shall order on an as needed basis for the duration of the contract.

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 \$25,000.00 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 **four (4) year term**.
11. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreements
 2. Performance and Payment Bonds
 3. Accepted Proposal (Supplier Response)
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 7. Unit Price Service Contracts Instruction
 8. Unit Price Quotation
 9. Employee Classification Act, Executive Order 83319
 10. Employee Classification Act Affidavit
 11. Notice to Bidders
 12. Sales Tax Exemption Forms 17
 13. Insurance Certificate

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:

City Clerk

Jan E. Roesch



CITY OF LINCOLN, NEBRASKA

Mayor

[Signature]

Approved by Executive No. _____

985280

dated _____

Aug. 15, 2012

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Rad Couper

Chairperson, Public Building Commission

dated _____

Larry Hudson
6/12/12

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Lancaster County Attorney

Bretta Johrens

The Board of County Commissioners of
Lancaster, Nebraska

Joe Gould
Deane Keen
John Schorr
Larry Hudson
Dr. [Signature]

dated _____

7/3/12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

American Fence Co. of Lincoln Inc.
Name of Corporation

ATTEST:

3301 N. 35th St. Lincoln, NE
(Address) 68504

Debi Jura (SEAL)
Secretary

[Signature]
By: _____
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	Shelly Hinze, Buyer	Address	Purchasing\City & County	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68508	Contact
Fax	1 (402) 441-6513	Contact	Rachelle Hinze, Buyer	
Bid Number	12-150	Department		Department
Title	Unit Price Contract for Fencing	Building		Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	05/15/2012	Telephone	1 (402) 441-8313	Telephone
Close Date	5/29/2012 12:00:00 PM CST	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rhinze@lincoln.ne.gov	Email

Supplier Information

Company	American Fence of Lincoln
Address	3301 N35th Street
	Lincoln, NE 68504
Contact	Chris Jacobson
Department	
Building	
Floor/Room	
Telephone	1 (402) 467-2511
Fax	1 (402) 467-2512
Email	c.jacobson@americafence.com
Submitted	5/29/2012 11:35:24 AM CST
Total	\$74.97

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Unit Price Quotation Form	I acknowledge reading and understanding the Unit Price Quotation Form.	Yes
5	Unit Price Contract Instructions	I acknowledge reading and understanding the Unit Price Quotation Form.	Yes
6	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
7	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
8	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
9	Performance/Payment Bond	I acknowledge that a \$25,000 Performance Bond and Payment Bond will be required with the signed contract upon award of this job.	Yes
10	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a) Yes
11	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.	8
12	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.	5
13	Percentage Markup of all Subcontractor 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.	5
14	Construction Codes	I acknowledge reading and understanding the Construction Codes in the City of Lincoln at http://www.lincoln.ne.gov/city/build/comercl/codes.htm	Yes

- | | | | |
|----|----------------------|-------------------------------------------------------------------------------------------|------------|
| 15 | License Attachments | I acknowledge attaching any applicable licenses for the services provided under this bid. | Yes |
| 16 | References | I have attached my References to the Response Attachment section of this bid. | Yes |
| 17 | Contact | Name of person submitting this bid: | Jon Plugge |
| 18 | Electronic Signature | Please check here for your electronic signature. | Yes |

**SPECIFICATIONS FOR
UNIT PRICE CONSTRUCTION CONTRACT FOR
MISCELLANEOUS FENCING SERVICES**

1. SCOPE OF CONTRACT

- 1.1 Lancaster County, Nebraska; the Public Building Commission; and the City of Lincoln (hereinafter referred to as "Owners"), desire to retain qualified contractors on a Unit Price Construction Contract basis to perform miscellaneous fencing services.
- 1.2 It is estimated that the total amount of work for all departments/agencies of the Owners for the term of the contract is approximately **\$125,000.00**.
 - 1.2.1 Individual Unit Price Projects under the terms of this Contract will range from \$0.00 to \$25,000.00.
 - 1.2.2 A \$25,000.00 Performance/Payment Bond from each awarded Contractor for the duration of the Contract will be required.
- 1.3 The contract will be for **NON-GRANT** funded projects only.
- 1.4 Labor rates 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 contract period.
 - 1.5.1 Any future fluctuation in the labor market and/or markup calculations will only be on an annual basis.
- 1.6 The term of the contract shall be a (4) four year term with no option for renewals.

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 "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.
- 3.2 All inquiries regarding these specifications shall be directed via e-mail to Rachelle Hinze, Buyer (rhinze@@lincoln.ne.gov)
- 3.3 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
- 3.4 No direct contact is allowed between vendor and other City staff throughout the bid process.
 - 3.4.1 Failure to comply with this directive may result in vendor bid being rejected.
- 3.5 Only written inquiries received within five (5) calendar days of the bid opening will be addressed.

- 3.6 Award of Contract
 - 3.6.1 The following factors shall be considered in determining the low responsible bids:
 - 3.6.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
 - 3.6.1.2 Character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - 3.6.1.3 Ability of the bidder to perform the work within the time specified for each project.
 - 3.6.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.
 - 3.6.1.5 Information obtained from the references provided by the bidder.
 - 3.6.1.6 Pricing from the Unit Price bid.
 - 3.6.1.7 Any other information deemed relevant to the contract by the Owners.
 - 3.6.2 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.
 - 3.6.3 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.
 - 3.6.4 The Owners may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.
 - 3.6.5 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 must be registered or licensed in accordance with the Lincoln Municipal Code.
- 4.2 Bidders shall attach a list of references for similar projects in the Response Attachment section of the bid.
 - 4.2.1 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.
 - 4.2.2 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.

CITY OF LINCOLN\LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION
ATTACHMENT 1
UNIT PRICE QUOTATION
FENCING SERVICES, Spec.12-150

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE: _____
FROM (CONTRACTOR): _____
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

CONTRACTOR	RATE	NO. HOURS	TOTAL \$ AMOUNT
First Fencing Crew w/truck & basic tools			
Second Fencing Crew w/truck & basic tools			
Third Fencing Crew w/truck & basic tools			
Other			
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	TOTAL \$ AMOUNT
Total Equipment Costs			
Total Materials Cost			
Total Shipping Cost			

SUBCONTRACTORS COSTS

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

TOTAL PRICE (NOT TO EXCEED)

\$

FIRM: _____

BY: _____

ADDRESS: _____

PHONE _____

Change Order #: _____

Accepted: _____

Not Accepted: _____

APPROVED BY: _____

Department/Agency Representative

DATE: _____