

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR WATER SERVICE REPAIRS AND MAIN TAPPING SERVICES FOR
LINCOLN WATER SYSTEM
BID NO. 12-179
SECOND RENEWAL**

This Amendment is hereby entered into on this 7 day of July, 2014 by and between John Henry's Plumbing, Heating & AC, 2949 Cornhusker Hwy., Lincoln, NE 68504 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated August 2, 2012, under D. O. No. 07872, (the "Agreement"), for The Annual Requirements for Water Service Repairs and Main Tapping Services for Lincoln Water System, Bid No. 12-179, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is August 2, 2012 through August 1, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from August 2, 2013 through August 1, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning August 2, 2014 through August 1, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$15,000.00 without prior approval by the City of Lincoln.

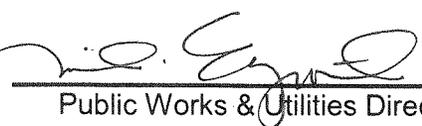
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from August 2, 2014 through August 1, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$15,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

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|--|
| Dated this <u>7th</u> day |
| of <u>July</u> 2014 |
|  <hr/> Public Works & Utilities Director |

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

| | |
|---|--|
| Company Name: (Please Print) | John Henry's Plumbing Co |
| By: (Please Sign) | <i>Gary Stratton</i> |
| By: (Please Print) | Gary Stratton |
| Title: (Please Print) | Plumbing Manager |
| Company Address: (Please Print) | 2949 Cornhusker Hwy, Lincoln NE 68504 |
| Company Phone & Fax: (Please Print) | 402-435-5555 402-466-5757 <fax> |
| E-Mail Address: (Please Print) | gstratton@jhlincoln.com |
| Date: (Please Print) | 6-24-14 |
| Contact Person For: "Orders or Service" (Please Print) | Gary Stratton |
| Phone Number: (Please Print) | 402-435-5555 |

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR WATER SERVICE REPAIRS AND MAIN TAPPING SERVICES FOR
LINCOLN WATER SYSTEM
BID NO. 12-179
FIRST RENEWAL**

This Amendment is hereby entered into on this 5 day of Aug, 2013 by and between **John Henry's Plumbing, Heating & AC, 2949 Cornhusker Hwy., Lincoln, NE 68504** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **August 2, 2012**, under **BO. No. 7872**, (the "Agreement"), for **The Annual Requirements for Water Service Repairs and Main Tapping Services for Lincoln Water System, Bid No. 12-179**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **August 2, 2012 through August 1, 2013**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the Agreement for an additional one (1) year term beginning **August 2, 2013 through August 1, 2014**; and

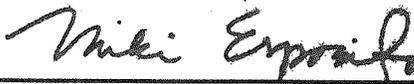
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **August 2, 2013 through August 1, 2014**.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

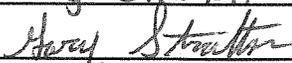
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

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|--|
| Dated this <u>5</u> day |
| of <u>Aug</u> 2013 |
|  |
| Public Works & Utilities Director |

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

| | |
|--|---|
| Company Name: (PLEASE PRINT) | John Henry's Plumbing, Heating AC |
| By: (PLEASE PRINT) | Gary Stratton |
| By: (PLEASE SIGN) |  |
| Title: | Plumbing Manager |
| Company Address: (PLEASE PRINT) | 2949 Cornhusker Hwy Lincoln NE ⁶⁸⁵⁰⁴ |
| Company Phone & Fax: (PLEASE PRINT) | 402-435-5555 402-466-5757 |
| E-Mail Address: (PLEASE PRINT) | gstratton@jhlincoln.com |
| Date: (PLEASE PRINT) | 7/22/13 |

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

**Re-Bid A/R for Water Service Repairs and Main Tapping
Services for Lincoln Water System
Bid No. 12-179**

**John Henry's Plumbing, Heating & AC
2949 Cornhusker Hwy.
Lincoln, NE 68504
402.435-5555**

**City of Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **John Henry's Plumbing, Heating & AC, 2949 Cornhusker Hwy., Lincoln, NE 68504** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the 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:

Re-bid A/R for Water Service Repairs and Main Tapping Services for Lincoln Water System
Bid No. 12-179

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 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 City 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 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.

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/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: A performance and payment bond in the full amount of the contract shall be required for all construction contracts. These bonds shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the Contractor may submit a maintenance bond in place of the performance bond.
- 6a. TERMINATION FOR CAUSE
- a) The City may terminate the Contract if the Contractor:
 1. Refuses or fails to supply enough properly skilled workers or proper materials;
 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 4. Otherwise commits a substantial breach of any provision of the Contract Documents.
 - b) When any of the above reasons exist, the City without prejudice to any other rights or remedies of the City may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition the City may (subject to any prior rights of the surety):
 1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 2. Accept assignment of subcontracts; and
 3. Finish the Work by whatever reasonable method the City may deem expedient.
 - c) If the Contract is terminated by City as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by City.
 - d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for City staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to City.
 - e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of the City.
 - f) No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

6b. TERMINATION BY THE CITY FOR CONVENIENCE

- a) The City may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.
- b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.
- c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
 1. Discontinue the Work to the extent specified by the City;
 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, the City has directed not to be discontinued;
 3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the City of all orders and subcontracts not related to that portion of the Work, if any, the City has directed not to be discontinued;
 4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.
- d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- e) Upon termination, the City shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by the City. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, the City may direct the Contractor to deliver such goods to the Site or to such other place as the City may reasonably determine, whereupon the City shall pay to the Contractor the cost for such goods and materials.
- f) Upon such termination, City shall pay to Contractor the sum of the following:
 1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
 2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
 3. Any proven losses with respect to materials and equipment directly resulting from such termination.
 4. Reasonable demobilization costs.
- g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by City pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.

7. 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.

8. The work included in this Contract shall **begin as soon as possible from date of executed contract**. The term of the agreement shall be one (1) year with the option to renew for three additional one (1) year terms.

9. The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreements
2. Accepted Proposal (Supplier Registration)
3. Notice to Bidders
4. Specifications
5. Instructions to Bidders
6. Insurance Requirements
7. Special Provisions
8. Employee Classification Act, Executive Order 83319
9. Employee Classification Act Affidavit
10. Certificate of Liability Insurance
11. Addendum No. 1
11. Sales Tax Exemption Forms 13 & 17

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

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 by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

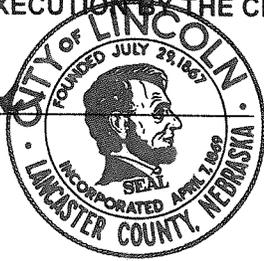
IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Jon E. Ross



CITY OF LINCOLN, NEBRASKA

Miki Esposito

Miki Esposito
Director of Public Works & Utilities

Approved by:

Directorial Order No.

07872

Dated

August 2, 2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

Guidrey M. Reinke

(SEAL)

JOHN HENRY'S Plumbing Co.

Name of Corporation

2949 Cornhusker Hwy

Address

By: *JON PETERSON*

Duly Authorized Official

Project Manager

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. | Contact |
| Phone | (402) 441-7410 | | Lincoln, NE 68508 | Department |
| Fax | (402) 441-6513 | Contact | Sharon Mulder Asst. Purchasing Agent | Building |
| Bid Number | 12-179 Addendum 1 | Department | | Floor/Room |
| Title | Re-Bid A/R for Water Service Repairs and Main Tapping Services for Lincoln Water System | Building | | Telephone |
| Bid Type | Bid | Floor/Room | | Fax |
| Issue Date | 06/15/2012 | Telephone | 1 (402) 441-7428 | Email |
| Close Date | 6/29/2012 12:00:00 PM CST | Fax | 1 (402) 441-6513 | |
| Need by Date | | Email | smulder@lincoln.ne.gov | |

Supplier Information

| | |
|------------|-------------------------------------|
| Company | John Henry's Plumbing, Heating & AC |
| Address | 2949 Cornhusker Hwy |
| | Lincoln, NE 68504 |
| Contact | |
| Department | |
| Building | |
| Floor/Room | |
| Telephone | 1 (402) 435-5555 |
| Fax | 1 (402) 466-5757 |
| Email | info@jhlincoln.com |
| Submitted | 6/29/2012 10:35:43 AM CST |
| Total | \$1,480.55 |

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 | Insurance Requirements | I acknowledge reading and understanding the Insurance Requirements. | Yes |
| 3 | Sample Contract | I acknowledge reading and understanding the sample contract. | Yes |
| 4 | Contact | Name of person submitting this bid: | Jon Peterson |
| 5 | Specifications | I acknowledge reading and understanding the specifications. | Yes |
| 6 | Renewal is an Option | Contract Extension Renewal is an option. | Yes |
| 7 | Special Provision Term Contract Provisions | I acknowledge reading and understanding the Special Provision Term Contract Provisions. | Yes |
| 8 | Term Clause of Contract | 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 (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____ | a-NO, b-YES, c-N/A |
| 9 | Performance/Payment Bonds | I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job. | Yes |
| 10 | Bid Bond Submission - City | I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the City Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT! | I have mailed my bid bond. |
| 11 | Bid award | I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response. | Yes |
| 12 | References | List three references to include a contact person, address, telephone number and a listing of the type of work completed for them. | Y |
| 13 | Employee Class Act EO | I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319. | Yes |

- | | | | |
|----|------------------------------|--|-----|
| 14 | 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 |
| 15 | Electronic Signature | Please check here for your electronic signature. | Yes |
| 16 | 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 | Labor Rate for a Master Plumber for repair and reconstruction of water supply pipe, service pipe, stop box and interior plumbing. | \$84.00 |
| Item Notes: | | | | |
| Supplier Notes: | | | | |
| 2 | 1 | Hour | Labor Rate for a Journeyman Plumber to repair and reconstruction of water supply pipe, service pipe, stop box and interior plumbing. | \$74.00 |
| Item Notes: | | | | |
| Supplier Notes: | | | | |
| 3 | 1 | Hour | Labor Rate for an Apprentice Plumber to repair and reconstruction of water supply pipe, service pipe, stop box and interior plumbing. | \$64.00 |
| Item Notes: | | | | |
| Supplier Notes: | | | | |
| 4 | 1 | Hour | Registered Grade 6 Operator for testing & repairing backflow assemblies associated with requested repair work. | \$84.00 |
| Item Notes: Not a condition for bid award. | | | | |
| Supplier Notes: | | | | |
| 5 | 1 | L.F | 3/4" Copper Water Service Pipe | \$6.32 |
| Item Notes: | | | | |
| Supplier Notes: Material Cost + 20% | | | | |
| 6 | 1 | L.F | 1" Copper Water Service Pipe | \$8.24 |
| Item Notes: | | | | |
| Supplier Notes: Material Cost + 20% | | | | |
| 7 | 1 | L.F. | 3/4" Polyethylene Water Service Pipe | \$0.70 |
| Item Notes: | | | | |
| Supplier Notes: Material Cost + 20% | | | | |

| | | | | |
|-------------------------------------|---|------|-------------------------------------|----------|
| 8 | 1 | L.F. | 1" Polyethylene Water Service Pipe | \$0.92 |
| Item Notes: | | | | |
| Supplier Notes: Material Cost + 20% | | | | |
| 9 | 1 | Each | 3/4" Curb Stop, Flare X Flare | \$89.49 |
| Item Notes: | | | | |
| Supplier Notes: Material Cost + 20% | | | | |
| 10 | 1 | EA | 3/4" Curb Stop, Flare X Compression | \$95.52 |
| Item Notes: | | | | |
| Supplier Notes: Material Cost + 20% | | | | |
| 11 | 1 | EA | 1" Curb Stop, Flare X Flare | \$110.40 |
| Item Notes: | | | | |
| Supplier Notes: Material Cost + 20% | | | | |
| 12 | 1 | EA | 1" Curb Stop, Flare X Compression | \$76.87 |
| Item Notes: | | | | |
| Supplier Notes: Material Cost + 20% | | | | |
| 13 | 1 | EA | 3/4" Curb Stop Box | \$51.18 |
| Item Notes: | | | | |
| Supplier Notes: Material Cost + 20% | | | | |
| 14 | 1 | Each | 1" Curb Stop Box | \$53.28 |
| Item Notes: | | | | |
| Supplier Notes: Material Cost + 20% | | | | |
| 15 | 1 | L.F | 1 1/2" Copper Water Service Pipe | \$11.05 |
| Item Notes: | | | | |
| Supplier Notes: Material Cost + 20% | | | | |

| | | | | |
|---|---|------|--|----------|
| 16 | 1 | L.F | 2" Copper Water Service Pipe | \$21.27 |
| Item Notes: | | | | |
| Supplier Notes: Material Cost + 20% | | | | |
| 17 | 1 | Each | 3/4" Flared Coupling | \$18.67 |
| Item Notes: | | | | |
| Supplier Notes: Material Cost + 20% | | | | |
| 18 | 1 | Each | 1" Flared Coupling | \$31.64 |
| Item Notes: | | | | |
| Supplier Notes: Material Cost + 20% | | | | |
| 19 | 1 | Hour | Equipment Rate for a Tractor/Backhoe | \$50.00 |
| Item Notes: | | | | |
| Supplier Notes: | | | | |
| 20 | 1 | Hour | Equipment Rate for an Air Compressor | \$10.00 |
| Item Notes: | | | | |
| Supplier Notes: | | | | |
| 21 | 1 | L.F. | Equipment Rate for a Directional Boring Machine | \$15.00 |
| Item Notes: | | | | |
| Supplier Notes: | | | | |
| 22 | 1 | Each | Lump Sum Contract Tapping for Daily Mobilization for Project Tapping | \$212.00 |
| Item Notes: Lump sum price for day. | | | | |
| Supplier Notes: | | | | |
| 23 | 1 | Each | Project Tapping per each | \$50.00 |
| Item Notes: | | | | |
| Supplier Notes: | | | | |

| | | | | |
|----|---|----|--|----------|
| 24 | 1 | EA | Daily Mobilization for On-Call Tapping | \$212.00 |
|----|---|----|--|----------|

Item Notes:
Lump sum price for the day.

Supplier Notes:

| | | | | |
|----|---|----|--------------------------|---------|
| 25 | 1 | EA | On-Call Tapping per each | \$50.00 |
|----|---|----|--------------------------|---------|

Item Notes:

Supplier Notes:

| | | | | |
|-----------------|--|--|--|------------|
| Response Total: | | | | \$1,480.55 |
|-----------------|--|--|--|------------|

**SPECIFICATIONS FOR
THE ANNUAL REQUIREMENTS
FOR
WATER DISTRIBUTION SERVICES
REPAIR AND RECONSTRUCTION OF
WATER SERVICES AND TAPPING OF WATER MAINS**

1. SCOPE OF AGREEMENT

- 1.1 The City of Lincoln desires to retain one or more qualified plumbing contractors to perform water service repairs and water main tapping during the term of the agreement.
- 1.2 The term of the agreement shall be one year with options to renew for three (3) additional, one (1) year agreements.
- 1.3 The attached sample agreement serves as the specifications, and describes the requirements of the City and the Contractor.

2. AGREEMENT AND INSURANCE

- 2.1 Within fourteen (14) calendar days after the award of bid the Contractor must execute a written agreement between the Contractor and the City.
- 2.2 Also within such time period, the Contractor must furnish a certificate of insurance with the executed agreement in accordance with the requirements of the attached "Insurance Clause to be used for All City Contracts".

3. BIDDING PROCEDURE AND AWARD OF BID

- 3.1 Refer to the attached Instructions to Bidders.
- 3.2 A list of equipment and manpower availability shall be submitted with your bid proposal.

**AGREEMENT
FOR
PLUMBING SERVICES FOR REPAIR AND RECONSTRUCTION OF
TWO (2) INCH AND SMALLER WATER SERVICES**

THIS AGREEMENT, made this ____ Day of ____, 2012, by and between _____, hereinafter referred to as Contractor, and the CITY OF LINCOLN, NEBRASKA, hereinafter referred to as City.

WHEREAS, the City wishes to engage Contractor in accordance with the terms and conditions herein to provide certain plumbing services; and

WHEREAS, Contractor desires to perform said plumbing and tapping services for the City in accordance with the terms and conditions herein provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. All plumbing repair and contract tapping services shall be provided at the unit prices indicated below. Pricing shall include transportation, permits, overhead and profit:

| Item | Unit | Price |
|---|------|----------------------|
| 1.1. Labor Rates: | | |
| 1.1.1. Master plumber for repair and reconstruction of water supply pipe, service pipe, stop box and interior plumbing. | Hour | \$ 84. ⁰⁰ |
| 1.1.2. Journeyman plumber for repair and reconstruction of water supply pipe, service pipe, stop box and interior plumbing. | Hour | \$ 74. ⁰⁰ |
| 1.1.3. Apprentice plumber for repair and reconstruction of water supply pipe, service pipe, stop box and interior plumbing. | Hour | \$ 64. ⁰⁰ |
| 1.1.4. Registered Grade 6 Operator for testing and repairing backflow assemblies associated with requested repair work. (Not a condition for bid award) | Hour | \$ 84. ⁰⁰ |

| Item | Unit | Price |
|---|------|----------------------|
| 1.2. Material Costs: | | |
| 1.2.1. 3/4" copper water service pipe | L.F. | \$ 6.32 |
| 1.2.2. 1" copper water service pipe | L.F. | \$ 8.24 |
| 1.2.3. 3/4" Polyethylene water service pipe | L.F. | \$ 0.70 |
| 1.2.4. 1" polyethylene water service pipe | L.F. | \$ 0.92 |
| 1.2.5. 3/4" curb stop. Flare X Flare | Ea. | \$ 89.49 |
| 1.2.6. 3/4" curb stop. Flare X Compression | Ea. | \$ 95.52 |
| 1.2.7. 1" curb stop. Flare X Flare | Ea. | \$ 110.40 |
| 1.2.8. 3" curb stop. Flare X Compression | Ea. | \$ 76.87 |
| 1.2.9. 3/4" curb stop box | Ea. | \$ 51.18 |
| 1.2.10. 1" curb stop box | Ea. | \$ 53.28 |
| 1.2.11. 1-1/2 copper water service pipe | L.F. | \$ 11.05 |
| 1.2.12. 2" copper water service pipe | L.F. | \$ 21.27 |
| 1.2.13. 3/4" flared coupling | Ea. | \$ 18.67 |
| 1.2.14. 1" flared coupling | Ea. | \$ 31.64 |
| 1.3. Equipment Rates: | | |
| 1.3.1. Tractor/Backhoe | Hour | \$ 50. ⁰⁰ |
| 1.3.2. Air Compressor | Hour | \$ 10. ⁰⁰ |
| 1.3.3. Directional Boring Machine | L.F. | \$ 15. ⁰⁰ |

| Item | Unit | Price |
|---|------|-----------|
| 1.3.4. Backflow assembly testing equipment (Not a condition for bid award) | Hour | \$ 10.00 |
| 1.4. Lump Sum – Contract Tapping | | |
| 1.4.1. Daily mobilization for project tapping | Each | \$ 212.00 |
| 1.4.2. Project tapping per each | Each | \$ 50.00 |
| 1.4.3. Daily mobilization for on-call tapping | Each | \$ 212.00 |
| 1.4.4. On-call tapping per each | Each | \$ 50.00 |

2. The term of the agreement shall be one (1) year with options to renew for three (3) additional, one (1) year agreements.
3. It is the express intent of the parties hereto that this agreement shall not create an employer-employee relationship; and the Contractor, his employees and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of the agreement.
4. Contractor agrees to indemnify and hold harmless and defend the City and any of its officers, agents, servants and employees from any and all claims resulting from injuries, including death, damages and losses arising out of, connected with, or in any way associated with this agreement.
5. 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.
6. Contractor shall provide insurance in accordance with the attached "Insurance Clause to be used for All City Contracts".
7. The Assistant Superintendent of Water Service, or his/her designated representative, shall be the City's agent responsible for the administration of this agreement.
8. General Requirements:
 - 8.1. Work performed under this agreement shall be under the supervision of a master plumber licensed in accordance with Chapter 24 of the Lincoln Municipal Code.

- 8.2. All permits required by the City for the performance of work shall be secured and paid for by the Contractor. The Contractor shall comply with all local codes and ordinances applicable to the work.
 - 8.3. The Contractor shall comply with all applicable provisions of the City of Lincoln Standard Specifications for Municipal Construction and with Lincoln Standard Plans.
 - 8.4. All excavation and backfill shall comply with the provisions of Chapter 20.03 of the Lincoln Standard Specifications for Municipal Construction.
 - 8.5. A Registered Grade 6 Operator shall perform testing and maintenance of backflow assemblies in accordance with Chapter 17 of the Lincoln Municipal Code, when required, while performing the specified work.
 - 8.6. The Contractor shall start work within twenty-four (24) hours of notification by the City agent or his representative, except where otherwise specified herein.
 - 8.6.1. In some instances, preferences may be given to contractors that can provide services on a next day basis.
 - 8.7. The scope of work for each service call shall be approved and accepted by the designated Lincoln Water System representative and Contractor shall not be entitled to additional compensation beyond the agreed upon scope unless further authorization is obtained.
 - 8.8. Service work performed by Contractor under the terms of this agreement shall carry a two (2) year warranty for materials and workmanship.
 - 8.9. All invoices for service work performed under this agreement shall be submitted to Lincoln Water System, Service Section, 2021 N 27 Street, Lincoln, Nebraska.
 - 8.10. Each service call shall be invoiced separately. Contractor's invoices shall include job site location, date of service, fully itemized list of rates and quantities listed in Section 1, and total amount due.
 - 8.11. Invoices shall be submitted for payment within thirty (30) days of work being performed.
 - 8.12. No minimum or maximum amount of work is guaranteed by the City as part of this agreement.
 - 8.13. Work shall be assigned based on price and availability.
 - 8.14. If the City chooses to issue multiple contracts, work shall generally be requested based on lowest price and Contractor's ability to meet the required completion schedule assigned by the City's designated representative.
 - 8.15. This agreement may be terminated at any time by either party hereto upon thirty (30) days written notice.
9. Water Service Repairs:
- 9.1. Water service repairs may be requested to repair or replace damaged and leaking water services, reconstruct water service alignments to benefit LWS, repair inoperable curb stops, and replace stop boxes.
 - 9.2. Generally work will be performed within City owned ROW spaces and may include paving removal and replacements, curb and gutter removal and replacements, sidewalk removal and replacement and grass areas.

- 9.3. In some instances the Contractor may be requested to perform work on private property or inside private homes and businesses on behalf of the Lincoln Water System.
- 9.4. Material prices shall include all materials required to construct the water service in accordance to LMC Title 17 requirements, including tracer wire, tracer wire termination boxes, tracer wire conduit, compression inserts, couplings (where permitted), etc.
- 9.5. Contract Tapping Services:
- 9.6. Contract services are intended to supplement existing City personnel to tap water mains for the Lincoln Water System.
 - 9.6.1. Work shall include installing taps for water main replacement projects when transferring water services from the existing water main to the new water main, otherwise referred to as "Project Taps".
 - 9.6.2. Work shall include installing taps on water mains for new and existing water services otherwise referred to as "On-call Taps".
- 9.7. Taps shall include $\frac{3}{4}$ " – 1" direct taps and saddle taps.
- 9.8. Contractor shall perform inspections of water service installations for compliance with applicable codes and procedures on behalf of the Lincoln Water System.
- 9.9. Contractor shall perform measurements and reporting of locations for taps, curb stops and service locations.
- 9.10. While performing these services, the contractor shall be considered an agent for the City.
 - 9.10.1. In no case shall the Contractor tap water mains which have not been authorized by the Lincoln Water System.
 - 9.10.2. In no case shall the Contractor perform work directed by other contractors, plumbers, or persons other than those employed by the Lincoln Water System.
- 9.11. Performance of this work shall not preclude the Contractor from performing work as a contractor or subcontractor on water distribution projects.
- 9.12. The Contractor shall provide all vehicles, equipment and safety devices necessary to perform the work, except as described below.
- 9.13. Contractor shall be a licensed plumbing contractor in the City of Lincoln.
 - 9.13.1. Contractor personnel performing the work shall be a Journeymen or Master Plumber as defined in the Lincoln Plumbing Code.
- 9.14. Tapping Water Mains:
 - 9.14.1. The Contractor shall only use tapping equipment issued to them by the Lincoln Water System.
 - 9.14.2. Tapping shall be done in accordance to procedures specified by the PVC Pipe Association, the Ductile Iron Pipe Research Association, the American Water Works Association and the City of Lincoln, Water Service Manual.

- 9.14.3. Generally, direct tap connections are used on six (6) inch – eight (8) inch pipe diameters and saddle tap connections are used on all larger diameter pipe.
- 9.14.4. Equipment and materials supplied by the Lincoln Water System for installing taps shall include tapping equipment, corporation stops and saddles.
- 9.15. Measurements and Inspections:
 - 9.15.1. Measurements for the tap, curb stop, and water service length shall be performed using tape or wheel measurements to the nearest one (1) foot.
 - 9.15.2. Measurements and inspections of the tap, water supply pipe, curb stop and water service pipe shall be performed and documented by the Contractor using work order forms provided by the LWS.
 - 9.15.2.1. This work includes inspection for installation depth, proper materials and methods, and defects.
 - 9.15.2.2. Defects shall be reported immediately to the LWS and documented with photographs.
 - 9.15.2.3. Contractor personnel shall have the ability to provide an accurate and legible drawing of the water service for each tap that is installed.
 - 9.15.3. Contractor shall provide all tools and equipment necessary to perform measurements and inspections.
 - 9.15.4. Measurement and inspection reports shall be submitted to the LWS immediately following completion of work.
 - 9.15.4.1. Submittals shall be accepted in person, by FAX or by scanned email reports; no mailed submittals will be accepted.
 - 9.15.4.2. Submittals must be legible and in a form that is reproducible as an electronic record.
 - 9.15.4.3. Submittals shall be delivered within twenty-four (24) hours of the work being performed.
- 9.16. Notification of work:
 - 9.16.1. The Contractor shall have the ability to perform project taps within twenty-four (24) hour of notification by the LWS.
 - 9.16.1.1. Generally project taps are scheduled in groups and the Contractor is able to tap multiple locations each day.
 - 9.16.1.2. Once selected to perform project taps, the same Contractor will likely be assigned to the project for the duration of tapping.
 - 9.16.2. The Contractor shall have the ability to perform on-call taps within twenty-four (24) hours of notification by the LWS.

- 9.17. Reporting for work:
 - 9.17.1. In order to maintain security of tapping equipment, the Contractor shall report to the Lincoln Water System Operations Center to obtain equipment and receive work orders for each day's work assignments.
 - 9.17.2. Tapping equipment shall be returned to the LWS Operations Center each day.
 - 9.17.3. Normal reporting time for work assignments shall be at 8:00 a.m., or at an alternate agreed upon time.
 - 9.17.4. Alternate reporting and assignment of equipment may be considered to make work more efficient but shall be at the sole discretion of the LWS.
- 9.18. Basis of Payment:
 - 9.18.1. For project tapping, the basis of payment shall be the price per each tap plus the daily mobilization price.
 - 9.18.2. For on-call tapping the basis of payment shall be the price per each tap plus daily mobilization.
 - 9.18.3. Daily mobilization shall be paid once each day and only upon arriving at the work site.
 - 9.18.3.1. Mobilization is intended to account for travel, equipment pickup and drop off, preparation of measurement and inspection reports, administration, work delays and interruptions, etc.
 - 9.18.3.2. Response to multiple work sites each day shall not constitute additional mobilization.
 - 9.18.3.3. Multiple personnel responding to the same site shall not constitute additional mobilization.
 - 9.18.3.4. Services that are cancelled prior to arriving at the work site shall not be paid mobilization.
 - 9.18.4. Payment for services shall only be made following submittal of a proper measurement and inspection work order report for each tap that is made.

Dated this 2nd Day of Aug 2012

ATTEST:

John E. Rose
City Clerk



CITY OF LINCOLN, NEBRASKA

Miki Esposito
Miki Esposito
Director of Public Works & Utilities

CONTRACTOR

JOHN HENRY'S Plumbing Co.
Company Name

2949 Cornhusker Hwy
Address

Lincoln NE 68504
City State Zip

Witness (Seal)

By:

Jon Peterson
Signature

Jon PETERSON - Project Manager
Print Name Title