

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
WELL PIPE
Bid No. 14-165**

**Layne Christensen Company
4601 N. 252nd Street
Valley, NE 68064
(402)359-2042**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2014, by and between **Layne Christensen Company, 4601 N. 252nd Street, Valley, NE 68064**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Supply of Well Pipe, Bid No. 14-165** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

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 total cost of products or services for City departments shall not exceed \$38,392.00 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. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Special Provisions
 4. Instructions to Bidders
 5. Insurance Requirements

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

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

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler
Chris Beutler, Mayor

Approved by Executive No. 087459

Dated 9-3-14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

[Signature]
Secretary (SEAL)

LAYNE CHRISTENSEN Co.
Name of Corporation
4601 N 252ND ST VALLEY, NE 68064
(Address)

By: *[Signature]*
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	Water, Ashland
Email	smulder@lincoln.ne.gov		440 S. 8th St.		401 Hwy 6, PO Box 144
Phone	(402) 441-7428		Lincoln, NE 68508	Contact	Ashland, NE 68333
Fax	(402) 441-6513	Contact	Sharon Mulder, Asst. Purchasing Agent	Department	
Bid Number	14-165			Building	
Title	Annual Supply of Well Pipe	Department			
Bid Type	Bid	Building		Floor/Room	
Issue Date	06/18/2014			Telephone	
Close Date	7/2/2014 12:00:00 PM CT	Floor/Room		Fax	
Need by Date		Telephone		Email	
		Fax	(402) 441-7428		
		Email	smulder@lincoln.ne.gov		

Supplier Information

Company	Layne Christensen Company
Address	4601 N. 252nd Street
	Valley, NE 68064
Contact	Brad Harris
Department	
Building	
Floor/Room	
Telephone	1 (402) 359 2042
Fax	1 (402) 359 2310
Email	brad.harris@layne.com
Submitted	6/24/2014 4:26:18 PM CT
Total	\$38,392.00

Signature _____

Supplier Notes _____

Bid Notes

If you need assistance in preparing your bid, there are several options. 1) Click 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/bidinst>.

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	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	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
6	Contact	Name of person submitting this bid:	Terry Heiliger
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Renewal is an Option	Contract Extension Renewal is an option.	Yes
9	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) Yes; (b) Yes; (c) July 1, 2015
10	Quantities	Quantities listed in bid line items are an estimated quantity for a contract year to be ordered on an as needed basis. The City reserves the right to adjust the quantities during the contract.	Y
11	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	30-45 days
12	Taxable items	I acknowledge that the materials in this bid are taxable.	Y
13	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	2	EA	10" x 10' Flanged Column with a minimum column wall of .375 and manufactured without blanking for steady rest and flange thickness shall be a minimum of 1".	\$2,727.00
Item Notes: Pipe shall be coated with an epoxy coating approved for potable water. Pipe shall be coated on both the inside and out.				
Supplier Notes:				
2	1	EA	10" x 5' Flanged Column Pipe with a minimum column wall of .375 and manufactured without blanking for steady rest and flange thickness shall be a minimum of 1"	\$2,264.00
Item Notes: Pipe shall be coated with an epoxy coating approved for potable water. Pipe shall be coated on both the inside and out.				
Supplier Notes:				
3	8	EA	12" x 10' Flanged Column with a minimum column wall of .375 and manufactured without blanking for steady rest and flange thickness shall be a minimum of 1"	\$3,173.00
Item Notes: Pipe shall be coated with an epoxy coating approved for potable water. Pipe shall be coated on both the inside and out.				
Supplier Notes:				
4	2	EA	12" x 5' Flanged Column Pipe with a minimum column wall of .375 and manufactured without blanking for steady rest and flange thickness shall be a minimum of 1"	\$2,645.00
Item Notes: Pipe shall be coated with an epoxy coating approved for potable water. Pipe shall be coated on both the inside and out.				
Supplier Notes:				
Response Total:				\$38,392.00
