

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Emergency Incident Management Rental Device Services
Bid No. 14-179**

**All Road Barricades, Inc.
P.O. Box 29196
Lincoln, NE 68529
402.467.2553**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between All Road Barricades, Inc., P.O. Box 29196, Lincoln, NE 68529, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner 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:

**Annual Requirements for Emergency Incident Management Rental Device Services,
Bid No. 14-179**

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 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 Owners have 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 Owners' 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 Owners:

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The estimated cost of products or services for County agencies shall not exceed \$10,000.00 during the contract term without approval by the Board of Commissioners. The estimated cost of products or services for City Departments shall not exceed \$160,000.00 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 Owners 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 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.
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 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.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. 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") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.

8. Period of Performance. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a four (4) year term.
9. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Specifications
 4. Special Provisions
 5. Insurance Requirements
 6. Instructions to Bidders
 7. Notice to Bidders

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

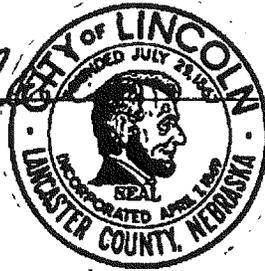
The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. M...
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by: Resolution
Approved by Executive No. A-88750
dated 2-5-15

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

[Signature]
Deputy Lancaster County Attorney

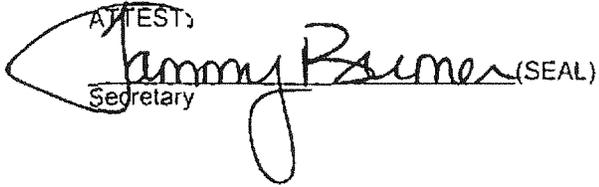
The Board of County Commissioners of Lancaster, Nebraska

[Signature]
[Signature]
[Signature]
Bill A...
Schorr Absent

dated 3/3/15

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:
 (SEAL)
Secretary

All Road Barricades, Inc.
Name of Corporation

5700 Ballard Ave., Lincoln, NE 68507
(Address)

By: 
Duly Authorized Official

Vice 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	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68516	
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	Contact
			Purchasing	
Bid Number	14-179	Department		Department
Title	Annual Requirements for Emergency Incident Management Rental Device Services	Building	Suite 200	Building
		Floor/Room		Floor/Room
Bid Type	Quote	Telephone	1 (402) 441-8313	Telephone
Issue Date	06/27/2014	Fax	1 (402) 441-6513	Fax
Close Date	7/14/2014 12:00:00 PM CT	Email	rhinze@lincoln.ne.gov	Email
Need by Date				

Supplier Information

Company ALL ROAD BARRICADES, INC.
 Address P. O. BOX 29196
 LINCOLN, NE 68529

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 467-2553
 Fax 1 (402) 467-1982
 Email
 Submitted 6/30/2014 4:04:40 PM CT
 Total \$412.50

Signature Tammy Bremer

Email tammy@allroadsinc.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the specifications	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	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 escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	A - No B - Yes C - July 2015
5	Set up fee	List your standard rental set up fee	60.00
6	Emergency Lane Closure	List your cost for an emergency lane closure. (Temporary lane closure up then take down till situation is assessed)	700.00
7	Lane Closure Cost	List your cost for additional lane closure after an initial emergency setup	60.00
8	Inventory Requirement	I acknowledge quantities listed in the bid line items are minimum inventory requirement	Y
9	City Mobilization (Major)	City mobilization cost per incident, major (emergency) incidents, to include all labor, transportation and overhead	700.00
10	City mobilization (Minor)	City mobilization cost per incident, minor (emergency) incidents, to include all labor, transportation and overhead	400.00
11	County mobilization (Major)	County mobilization cost per incident, major (emergency) incidents, to include all labor, transportation and overhead	1200.00
12	County mobilization (Minor)	County mobilization cost per incident, minor (emergency) incidents, to include all labor, transportation and overhead	600.00
13	Contact	Name of person submitting this bid:	Tammy Bremer
14	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	Traffic Control Rental Signs Less Than 10 Square Feet	\$73.50

Item Notes:

Supplier Notes: no package prices available. Incidents are billed at equipment unit prices for quantities used and mobilization

Package Line Items:

#	Qty	UOM	Description	Response
1.1	12	Rate Per Device Per Day	Detour Markers, 4 each right, left, straight	0.75

Supplier Notes:

1.2	8	Rate Per Device Per Day	"SIDEWALK DETOUR" Sign with interchangeable plaques for right and left directional arrows	0.75
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Supplier Notes:

1.3	6	Rate Per Device Per Day	"SIDEWALK CLOSED" Sign	0.75
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Supplier Notes:

1.4	4	Rate Per Device Per Day	M4-10 (Right) "DETOUR" sign	0.75
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Supplier Notes:

1.5	4	Rate Per Device Per Day	M4-10 (Left) "DETOUR" sign	0.75
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Supplier Notes:

1.6	34	Rate Per Device Per Day	Sign Stand for signs less than 10 square feet	1.00
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Supplier Notes:

1.7	14	Rate Per Device Per Day	ADA Barricade for signs less than 10 square feet	1.00
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Supplier

Notes.

2 1 PKG Traffic Control Rental Signs More Than 10 Square Feet \$91.00

Item Notes:

Supplier Notes: no package prices available. Incidents are billed at equipment unit prices for quantities used and mobilization

Package Line Items.

#	Qty	UOM	Description	Response
2.1	8	Rate Per Device Per Day	"ROAD CLOSED AHEAD" sign	1.25

Supplier
Notes.

2.2	8	Rate Per Device Per Day	"LEFT LANE CLOSED AHEAD" sign with interchangeable plaques for right lane and center lane	1.25
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Supplier
Notes.

2.3	8	Rate Per Device Per Day	"DETOUR AHEAD" sign	1.25
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Supplier
Notes

2.4	4	Rate Per Device Per Day	"ROAD CLOSED" sign	1.25
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Supplier
Notes:

2.5	36	Rate Per Device Per Day	Sign stand for greater than 10 square feet signs	1.00
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Supplier
Notes:

2.6	20	Rate Per Device Per Day	ADA Barricade for signs greater than 10 square feet	1.00
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Supplier
Notes

3 1 PKG Other Traffic Control Rental Devices \$248.00

Item Notes:

Supplier Notes: no package prices available. Incidents are billed at equipment unit prices for quantities used and mobilization

Package Line Items:

#	Qty	UOM	Description	Response
3.1	16	Rate Per Device Per Day	Plastic Drum with weighted bases	0.50
Supplier Notes:				
3.2	120	Rate Per Device Per Day	28" Cone w/reflective collar	0.30
Supplier Notes: do not have reflective collar				
3.3	48	Rate Per Device Per Day	42" Cone with weighted bases	0.50
Supplier Notes:				
3.4	12	Rate Per Device Per Day	Type III Barricade	1.25
Supplier Notes:				
3.5	8	Rate Per Device Per Day	Type II Barricade	0.50
Supplier Notes:				
3.6	2	Rate Per Device Per Day	Plastic 48" Orange Safety Fencing, 400'	0.50
Supplier Notes: price is per lineal foot used				
3.7	2	Rate Per Device Per Day	Electronic Arrow Panels, Trailer or Vehicle Mounted	30.00
Supplier Notes:				
3.8	2	Rate Per Device Per Day	Electronic Variable Message Boards, Trailer or Vehicle Mounted	50.00
Supplier Notes:				

Response Total: \$412.50



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ellerbrock-Norris Agency (Linc 8421 Amber Hill Ct., Suite 201 Lincoln, NE 68526 Eric J. Brott, CIC	CONTACT NAME: Eric J. Brott, CIC PHONE (A/C, No., Ext): 402-470-0337 E-MAIL ADDRESS: FAX (A/C, No.): 402-327-8483
	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company NAIC # 10677 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED All Road Barricades, Inc. P. O. Box 29196 Lincoln, NE 68901	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR (YYDD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	ENP0270841	08/15/2014	08/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Ben \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		EBA0270841	08/15/2014	08/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0		ENP0270841	08/15/2014	08/15/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Lincoln and Lancaster County are included as Additional insureds for General Liability

CERTIFICATE HOLDER LINCLAN City of Lincoln; Lancaster County Purchasing Dept 440 S 8th St., Suite 200 Lincoln, NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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