CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

ANNUAL REQUIREMENTS
FOR
Snow Removal for Lincoln City Libraries
Bid No. 14-214

Nemaha Landscape Construction, Inc.
430 West Pioneers Blvd.
Lincoln, NE 68522
(402)434-5488

CITY OF LINCOLN
CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **Nemaha Landscape Construction, Inc., 430 West Pioneers Blvd., Lincoln, NE 68522**, 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:

Snow Removal for Lincoln City Libraries, Bid No. 14-214

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 $30,000.00 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 City may terminate the Contract for cause if the Contractor:
     - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be 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 Terms
   2. Accepted Proposal/Supplier Response
   3. Special Provisions
   4. Specifications
   5. Appendix 1
   6. Instructions to Bidders
   7. Insurance Requirements
   8. Sales Tax Exemption Form 13

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

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

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Sandy R. Dubas, Deputy
City Clerk

CITY OF LINCOLN, NEBRASKA

Library [redacted] Director

Approved by: 11982

Approved by Directorial Order No. _____

dated October 24, 2014

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____ (SEAL)
Secretary

Nemaha Landscape Construction, Inc.
Name of Corporation

430 W Pioneer Blvd. Lincoln, NE 68522
(Address)

By: _____
Duly Authorized Official

Jeff Emanuel
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

_____
Name of Organization

_____
Type of Organization

_____
(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

_____
Name

_____
Address

_____
Signature

City of Lincoln/Lancaster County (Lincoln Purchasing)
Supplier Response

Bid Information

Bid Creator	Sharon R. Mulder Asst Purchasing Agent
Email	smulder@lincoln.ne.gov
Phone	(402) 441-7428
Fax	(402) 441-6513
Bid Number	14-214
Title	Snow Removal for Lincoln City Libraries
Bid Type	Bid
Issue Date	08/28/2014
Close Date	9/17/2014 12:00:00 PM CT
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68508
Contact	Sharon R. Mulder Asst Purchasing Agent
Department	
Building	
	Suite 200
Floor/Room	
Telephone	(402) 441-7428
Fax	(402) 441-6513
Email	smulder@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Nemaha Landscape Construction Inc
Address	430 West Pioneers BLVD Lincoln , NE 68522
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 434-5488
Fax	1 (402) 434-5487
Email	
Submitted	9/17/2014 10:25:23 AM CT
Total	$681.00

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	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
6	Contact	Name of person submitting this bid:	Kyle King
7	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	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 escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a) Yes; (b) Yes; (c) May 2015
10	Ice Melt	Please provide Ice Melt using, including Manufacturer and Model Number/Name	Spring Valley/StormBuster
11	Equipment List	Please list the equipment to be used for this contract. You can attach a sheet in the Vendors Response Attachment Section of the E-Bid or include them here.	See Attached
12	References/Qualification Statement	I have attached my References and Qualifications Statement to the Response Attachment section of this bid.	Yes
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	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
16	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Hour	Cost per Hour for Pushing Snow with Vehicle Mounted Snow Plow/Blade	$89.00

Item Notes: Cost per hour for actual snow plowing. Price shall include operator and equipment.
Travel time and costs to travel between sites are not billable and should be figured into the Cost per Hour for actual snow plowing services.

Supplier Notes: Manufacturer #: Chevy with Boss V Plows (Qty. 7)

2	1	Hour	Cost per Hour for Actual Hand Snow Removal Services	$49.00

Item Notes: Where and when needed.

Supplier Notes:

3	1	Hour	Cost per Hour for Snow Removal Services by Snow Blower	$58.00

Item Notes:

Supplier Notes: Manufacturer #: John Deere, Lesco and Toro

4	1	Hour	Cost per Hour for use of a Rubber Tire Loader	$115.00

Item Notes: Price shall include operator and equipment.

Supplier Notes: Manufacturer #: 621B Case, John Deere 444 and John Deere 624G

5	1	Hour	Cost per Hour for use of a Dump Truck	$85.00

Item Notes: Price shall include operator and equipment.

Supplier Notes: Manufacturer #: Kenworth and MAc

6	1	Hour	Cost per Hour for Hauling Snow from Facilities to Snow Dumps	$85.00

Item Notes: Price shall include operator and equipment.

Supplier Notes: Manufacturer #: Kenworth and Mac

Unit price is for truck hauling only. Rubber tire loader unit rate to apply separately.

7	1	Hour	Cost per Hour for Applying Ice Melt	$60.00

Item Notes: Price to include Ice Melt Applying to sidewalks and parking lots

Supplier Notes: Manufacturer #: Spring Valley

Unit rate is for sidewalks only. Rate for parking lots is $165.00/hr.

8	1	Hour	Cost per Hour for spreading gravel on parking lots and Drives	$140.00

Item Notes: Price to include gravel/sand Price shall include labor, equipment and material.

Supplier Notes: Manufacturer #: Henderson Spreader

Response Total:	$681.00

SPECIFICATIONS FOR SNOW & ICE REMOVAL SERVICES FOR THE LINCOLN CITY LIBRARIES

1. **INSTRUCTIONS TO BIDDERS**
   - 1.1 The Lincoln City Libraries (hereafter referred to as "Owners") is requesting bids from Contractors to assist in snow and ice removal services for their facilities.
   - 1.2 Contractor shall furnish equipment, materials, and operators for removal of snow and Ice from the areas listed on Appendix 1 during the winter season beginning on or about November 15 and ending on or about May 1.
     - 1.2.1 Services may be required outside of these dates and Contractor agrees to provide services as needed.
   - 1.3 The Owners intend to enter into a contract for a one (1) year term with option to renew for up to three (3) additional one (1) year terms.
     - 1.3.1 Bid prices shall remain firm during the initial contract year.
   - 1.4 Bidder shall submit bid documents and all supporting material via e-bid.
   - 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
     - 1.5.1 These inquires and/or responses shall be distributed to prospective bidders electronically as an addenda.
     - 1.5.2 *The Purchasing Office shall only reply to written inquiries received within five* (5) calendar days of bid opening.
     - 1.5.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
       - 1.5.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

2. **CONTRACT AND CERTIFICATE OF INSURANCE**
   - 2.1 Within fourteen (14) calendar days after the award of the bid, the Contractor shall sign and return the contract to the City of Lincoln, Purchasing Office.
   - 2.2 Also within such time period, the Contractor must furnish a Certificate of Insurance in accordance with the requirements specified in the bid documents.
     - 2.2.1 All certificates of Insurance shall be filed with the City of Lincoln on the standard Accord Certificate of Insurance form showing the specific limits of insurance coverage required, and showing the City of Lincoln, Lancaster County and the Public Building Commission as an "additional insured" as pertains to snow removal services.
     - 2.2.2 Such Certification shall specifically state that the insurance policies are to endorsed to required the insurer to provide the City, County thirty days notice of cancellation or non-renewal of any material reduction of insurance coverage.

3. **BIDDING PROCEDURE**
   - 3.1 Award of Contract
     - 3.1.1 The following factors shall be considered in determining the low responsible bids:
       - 3.1.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
   - 3.2 Contractor will not be allowed extra compensation for any matter or thing concerning which contractor may have been fully informed prior to bidding.
   - 3.3 Bids shall be submitted electronically indicating the per hour rates, inclusive of all

equipment, operator, and material costs and overhead & profit, for the following services:

3.3.1 Pushing snow with vehicle-mounted snow plow.
3.3.2 (Alt) Pushing snow with rubber tired loader
3.3.3 (Alt) Use of a dump truck
3.3.4 Hauling snow from facilities to snow dumps.
3.3.5 Spreading gravel on parking lots and drives.
3.3.6 Sidewalk snow removal.
3.3.7 Applying ice melt to sidewalks.
3.3.8 Applying ice melt to parking lots.
3.3.9 *Travel time between work locations shall not be included in the per hour rates.*

3.4 An attribute must be filled out listing the equipment and materials to be used by bidder for snow and ice removal services.

3.5 Bidders shall submit a qualifications statement and a list of references for similar snow and ice removal services with their bid in the attribute section of the bid.

3.5.1 References to be submitted with the bidding documents shall include a minimum of three (3) references of similar services provided within the last five (5) years.

3.5.2 References should include: name of firm, contact person, address, and telephone number, and may include references of work previously performed for the Owners.

3.6 Awarded contractors shall comply with the current Lincoln Municipal Code, Section 14.80.110.

3.7 Any damage to the grounds or structures due to snow removal operations shall be required to be reported to the Department Representative, within three (3) days of snow/ice removal operations.

3.7.1 These damages shall be reviewed with the contractor.

3.7.2 Damage necessitating immediate repair shall be undertaken within 48 hours by the contractor or will be initiated by the department representative.

3.7.2.1 The Contractor shall provide numbers that will assure a response back to the Department Representative within *fifteen* (15) *minutes*.

3.7.3 The Contractor shall provide their employees with clear identification.

3.7.4 Cell phone numbers, pagers, home numbers and office numbers for all principles shall be provided.

3.8 *Contractor will not be allowed extra compensation for any matter or thing concerning* which contractor may have been fully informed prior to bidding.

4. SCOPE OF WORK

4.1 *Awarded contractors shall work directly with the Agent listed on Appendix* 1 for specific instructions if not listed below.

4.2 *Lincoln City Libraries* snow removal requirements as follows:

4.2.1 No later than 7:00 a.m.

4.2.1.1 The Bennett Martin sidewalks shall be cleared.

4.2.2 No later than 8:00 a.m.

4.2.2.1 All parking lots shall be cleared, including loading dock areas.

4.2.2.2 All staff entrances and staff sidewalks shall be cleared.

4.2.3 No later than 9:00 a.m.

4.2.3.1 All sidewalks and pubic entrances shall be cleared.