

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL SUPPLY  
OF  
Pipe Repair - CIPP Point Liner Kits  
Bid No. 14-226**

**Trelleborg  
250 Elm Street  
Milford, NH 03055  
(515)480-9809**

**CITY OF LINCOLN  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Trelleborg, 250 Elm Street, Milford, NH 03055**, 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:

**Pipe Repair - CIPP Point Liner Kits, Bid No. 14-226**

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 \$17,500.00 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. Instructions to Bidders
  6. Insurance Requirements
  7. 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:

Teresa J. Meier  
City Clerk



CITY OF LINCOLN, NEBRASKA

Niki Espino  
Public Works and Utilities, Director

Approved by:

11921

Approved by Directorial Order \_\_\_\_\_

dated October 14th, 2014

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

[Signature] (SEAL)  
Secretary

Trelleborg Pipe Seats Milford, Inc.  
Name of Corporation

250 Elm St., Milford, NH 03055  
(Address)

By: [Signature]  
Duly Authorized Official

Managing Director.  
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 440 S. 8th St. Lincoln, NE 68508	Address	Public Works & Utilities, Theresa St. WW Treatment Plant 2400 Theresa St. Lincoln, NE 68521
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7428	Department		Department	
Fax	(402) 441-6513	Building	Suite 200	Building	
Bid Number	14-226	Floor/Room		Floor/Room	
Title	Pipe Repair - CIPP Point Liner Kits	Telephone	(402) 441-7428	Telephone	
Bid Type	Bid	Fax	(402) 441-6513	Fax	
Issue Date	09/03/2014	Email	smulder@lincoln.ne.gov	Email	
Close Date	9/17/2014 12:00:00 PM CT				
Need by Date					

### Supplier Information

Company	Trelleborg
Address	250 Elm St.  Milford,, NH 03055
Contact	Ron Wetrich
Department	
Building	
Floor/Room	
Telephone	1 (515) 480-9809
Fax	1 (603) 673 7271
Email	ron.wetrich@trelleborg.com
Submitted	9/15/2014 10:04:07 AM CT
Total	\$17,231.70

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	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	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	14 business days
6	Contact	Name of person submitting this bid:	Ron Wetrich
7	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
8	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
9	Renewal is an Option	Contract Extension Renewal is an option.	Yes
10	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
11	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) not through 9/15/2015 (c) 9/15/2014
12	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
13	Electronic Signature	Please check here for your electronic signature.	Yes

**Line Items**

#	Qty	UOM	Description	Response
1	5	EA	Patch Liner: 8" Diameter x 2 Foot Patch	\$303.45

Item Notes: Please attach technical specifications of product bid in the Response Attachment Section of the E-bid.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide the Manufacturer and a Model No.	8x24w

2	5	EA	Patch Liner: 8" Diameter x 4 Foot Patch	\$346.80
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Item Notes: Please attach technical specifications of product bid in the Response Attachment Section of the E-bid.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide the Manufacturer and a Model No.	8x48w

3	5	EA	Patch Liner: 10" Diameter x 2 Foot Patch	\$368.48
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Item Notes: Please attach technical specifications of product bid in the Response Attachment Section of the E-bid.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide the Manufacturer and a Model No.	10x24w

4	5	EA	Patch Liner: 10" Diameter x 4 Foot Patch	\$411.83
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Item Notes: Please attach technical specifications of product bid in the Response Attachment Section of the E-bid.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide the Manufacturer and a Model No.	10x48w

5	5	EA	Patch Liner: 12" Diameter x 2 Foot Patch	\$433.50
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Item Notes: Please attach technical specifications of product bid in the Response Attachment Section of the E-bid.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide the Manufacturer and a Model No.	12x24w

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6 5 EA Patch Liner: 12" Diameter x 4 Foot Patch \$476.85

Item Notes: Please attach technical specifications of product bid in the Response Attachment Section of the E-bid.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide the Manufacturer and a Model No.	12x48w

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7 5 EA Patch Liner: 15" Diameter x 2 Foot Patch \$498.53

Item Notes: Please attach technical specifications of product bid in the Response Attachment Section of the E-bid.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide the Manufacturer and a Model No.	15x24w

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8 5 EA Patch Liner: 15" Diameter x 4 Foot Patch \$606.90

Item Notes: Please attach technical specifications of product bid in the Response Attachment Section of the E-bid.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide the Manufacturer and a Model No.	15x48w

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Response Total: \$17,231.70

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**SPECIFICATIONS**  
**PIPE REPAIR - CIPP POINT LINER KITS**  
**(Lincoln Wastewater System)**

**1. SUPPLEMENTAL INSTRUCTIONS**

- 1.1 These specifications are for Pipe Repair - CIPP Point Liner Kits for use by the City of Lincoln's Wastewater Department.
- 1.2 The City intends to enter into a one (1) year contract from date of execution with the option to renew for three (3) additional one (1) year periods.
- 1.3 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.4 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](mailto:smulder@lincoln.ne.gov)) or fax: (402) 441-6513.
  - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda
  - 1.4.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
  - 1.4.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
    - 1.4.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

**2. DELIVERY**

- 2.1 Unit bid prices shall include all delivery costs, including shipping charges and unloading time, at the following delivery point:
  - Lincoln Wastewater Department
  - 2400 Theresa Street
  - Lincoln, Nebraska 68521
- 2.2 Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. on the normal City of Lincoln workdays.

**3. GENERAL INFORMATION**

- 3.1 The kits shall meet or exceed the following:
  - 3.1.1 Structural properties meet or exceed ASTM F 1216 requirements
  - 3.1.2 The resin shall be odorless and contain no VOC's or Styrene's
  - 3.1.3 Resins cures in presence of water
  - 3.1.4 Resins cures by ambient air temperature
  - 3.1.5 Non-Hazardous and Non-Flammable
  - 3.1.6 A maximum curing temperature of 105 degrees
  - 3.1.7 The kit contains premeasured two part resins for appropriate length and size
  - 3.1.8 The kit contains precut fiberglass felts of appropriate size and length
  - 3.1.9 The kit contains precut plastic sheeting and zip ties

**4. ACCEPTANCE OF MATERIAL**

- 4.1 Orders may be placed on a standard Purchase Order issued by Purchasing or by telephone directly by Lincoln Wastewater employees.
  - 4.1.1 In any event, all orders will be assigned an order number.
- 4.2 All correspondence, including acknowledgment of receipt of order, packing lists and invoices, shall carry the order number assigned by the City of Lincoln.
- 4.3 Contractor shall group materials on invoices as they are grouped on the City of Lincoln's order.
- 4.4 With the completion of an order, Contractor may be requested to furnish to the City of Lincoln affidavits from the manufacturer(s) that all material supplied fully conform with the specifications and industry standards.