

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
Transporting Dewatered Municipal Biosolids  
Bid No. 14-228**

**RW Trucking  
10960 Branched Oak Road  
Waverly, NE 68462  
402-786-7414**

**CITY OF LINCOLN  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between RW Trucking, 10960 Branched Oak Road, Waverly, NE 68462, 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:

Annual Requirements for Transporting Dewatering Municipal Biosolids, Bid No. 14-228  
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**

Vendor will work with third party contractor Tan Aire for spill prevention, as needed.

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 \$341,000.00 each year for a total of \$1,023,000.00 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 three (3) year term, with option to renew for one (1) additional one (1) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Supplier Response
  3. Addendums No. 1 and 2
  4. Copy of letter acknowledging use of third party vendor for spill prevention.
  5. Special Provisions
  6. Specifications
  7. Payment and Performance Bonds
  8. City of Lincoln Executive Order No. 083319
  9. Employee Classification Act Affidavit
  10. Attachments A - G
  11. Instructions to Bidders
  12. Insurance Requirements
  13. 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:

Terran J. Mc...  
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]  
Chris Beutler, Mayor

Approved by:

Approved by Resolution No. A-88675  
dated 12/8/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

[Signature] (SEAL)  
Secretary

RW Trucking Inc  
Name of Corporation  
10960 Branched oak Rd Waverly Ne 6846  
(Address)

By: [Signature]  
Duly Authorized Official  
Pres.  
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, Wastewater/Solid Waste
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent		2400 Theresa St. Lincoln, NE 68521
Phone	(402) 441-7428			Contact	
Fax	(402) 441-6513				
Bid Number	14-228 Addendum 2	Department			
Title	Transporting Dewatered Municipal Biosolids	Building	Suite 200	Department	
Bid Type	Bid	Floor/Room		Building	
Issue Date	09/03/2014	Telephone	(402) 441-7428	Floor/Room	
Close Date	9/26/2014 12:00:00 PM CT	Fax	(402) 441-6513	Telephone	
Need by Date		Email	smulder@lincoln.ne.gov	Fax	
				Email	

## Supplier Information

Company RW Trucking  
 Address 10960 Branched Oak Rd  
  
 Waverly, NE 68462  
  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 786-7414  
 Fax 1 (402) 786-0253  
 Email we1972@windstream.net  
 Submitted 9/25/2014 6:25:14 PM CT  
 Total \$340,895.12

Signature Randy Warner

Email we1972@windstream.net

## Supplier Notes

## Bid Notes

## Bid Activities

Date	Name	Description
9/15/2014 1:00:00 PM	Pre-Bid Meeting	A pre-bid meeting will be held Monday, Sept. 15 at 1:00 p.m. at the Wastewater Facility Training Room located at 2400 Theresa Street, Lincoln, NE

## 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:	Randy Warner
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	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 faxed my bid bond.
10	Escallation/De-escalation	(a) Are your bid prices firm for a 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. NO c. 3 yr contract
11	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
12	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
13	Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of \$70,000 will be required with the signed contract upon award of this job.	Yes
14	Numbers in Price Box	I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items.	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	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
17	References	List three references to include a contact person, address, e-mail address, telephone number and a listing of the type of work completed for them on company letterhead.	Y
18	Equipment List	I have attached my Itemized Description of Equipment Type and Capacities. This shall be attached in the Response Attachment Section of the E-Bid.	Yes
19	Back-Up Equipment/plan	I have attached my back-up equipment and procedures to obtain back-up equipment in event of breakdowns. This shall be attached in the Response Attachment Section of the E-Bid.	Yes
20	Personnel Qualifications	I have attached our personnel qualifications of whom will be directly involved with this service. This shall be attached in the Response Attachment Section of the E-Bid.	Yes
21	Sample Spill Prevention Plan	I have attached our Sample Spill Prevention Plan. This shall be attached in the Response Attachment Section of the E-Bid.	Yes
22	Photographs	I have attached photographs of our hauling equipment. These photos shall include the end-gate seals, end -gate discharge and guarding on rear wheels and axle as required. This shall be attached in the Response Attachment Section of the E-Bid.	yes
23	Electronic Signature	Please check here for your electronic signature.	Yes
24	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
25	Agreement to Addendum No. 2	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	10,785	Ton	Transport Biosolids - 0 - 15 miles from THF	\$3.60
			Item Notes: Per is per ton	
			Supplier Notes:	
2	84	Ton	Transport Biosolids - 15.1 - 30 miles from THF	\$5.87
			Item Notes: Price is per ton	
			Supplier Notes:	
3	42	Ton	Transport Biosolids - 30 - 40 miles from THF	\$6.52
			Item Notes: Price is per ton	
			Supplier Notes:	
4	40,000	Ton	Transport Biosolids - 0 - 15 miles from WWTF	\$6.83
			Item Notes: Price is per ton	
			Supplier Notes:	
5	1,769	Ton	Transport Biosolids - 15.1 - 30 miles from WWTF	\$9.20
			Item Notes: Price is per ton	
			Supplier Notes:	
6	84	Ton	Transport Biosolids - 30 - 40 miles from WWTF	\$9.85
			Item Notes: Price is per ton	
			Supplier Notes:	
7	100	Hour	Loading with 3.0 Cubic Yard or Larger Rubber Tire Loader	\$110.00
			Item Notes:	
			Supplier Notes:	
Response Total:				\$340,895.12

---