

Tracking # 15030155

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL SUPPLY  
OF  
Sanitary Sewer Pipe and Fittings  
Bid No. 15-059**

**Lincoln Winwater Works Company  
515 NW 27<sup>th</sup> Street, Suite 2  
Lincoln, NE 68528  
402-438-2988**

**CITY OF LINCOLN  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Lincoln Winwater Works Company, 515 NW 27<sup>th</sup> Street, Suite 2, Lincoln, NE 68528, 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 Supply of Sanitary Sewer Pipe and Fittings, Bid No. 15-059**

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 proposer 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 estimated cost of products or services for City departments shall not exceed \$43,084.00 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 the 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. Specifications
  4. Addendum #1
  5. Special Provisions
  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. Said documents which are not attached to this document may be viewed at: [lincoln.ne.gov](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

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 upon completion of signatures on:

Vendor Signature Page  
City of Lincoln Signature Page

Vendor Signature Page

ANNUAL SUPPLY  
OF  
Sanitary Sewer Pipe and Fittings  
Bid No. 15-059

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Lincoln Winwater  
Name of Corporation

\_\_\_\_\_  
Secretary Seal

515 NW 27<sup>th</sup> St., Ste. 2 Lincoln, NE 68528  
Address

By: [Signature]  
Duly Authorized Official

Sales Representative  
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 Signature Page

ANNUAL SUPPLY  
OF  
Sanitary Sewer Pipe and Fittings  
Bid No. 15-059

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 Order No. 088171

dated 4-23-15

dw

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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Vince Mejer Purchasing Agent	Address	Purchasing\City & County	Address	Theresa St. WW Treatment Plant
Email	vmejer@lincoln.ne.gov		440 S. 8th St.		2400 Theresa St.
Phone	1 (402) 441-8314		Lincoln, NE 68508		Lincoln, NE 68521
Fax	1 (402) 441-6513	Contact	Vince Mejer Purchasing Agent	Contact	
Bid Number	15-059 Addendum 1	Department		Department	
Title	Annual Supply of Sanitary Sewer Pipe and Fittings	Building		Building	
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	02/25/2015	Telephone	1 (402) 441-8314	Telephone	
Close Date	3/11/2015 12:00:00 PM CT	Fax	1 (402) 441-6513	Fax	
Need by Date		Email	vmejer@lincoln.ne.gov	Email	

## Supplier Information

Company Lincoln Winwater Works Company  
 Address 515 NW 27th Street  
 Suite 2  
 Lincoln, NE 68528  
 Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 4382988  
 Fax 1 (402) 4382992  
 Email  
 Submitted 3/11/2015 11:55:28 AM CT  
 Total \$43,083.66

Signature Nathan Kollars

Email nmkollars@winwaterworks.com

## 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	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	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.	Stock - 5 days
6	Contact	Name of person submitting this bid:	Nate Kollars
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	Renewal is an Option	Contract Extension Renewal is an option.	Yes
9	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
10	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. No
11	Electronic Signature	Please check here for your electronic signature.	Yes
12	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

## Line Items

#	Qty	UOM	Description	Response
1	300	LF	4" PVC Sewer Pipe (SDR 35)	\$0.79
Item Notes:				
Supplier Notes:				
Item Attributes: Please review the following and respond where necessary				
#	Name	Note	Response	
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	North American Pipe	
2	300	LF	6" PVC Sewer Pipe (SDR 35)	\$1.70
Item Notes: BID PER LINEAR FOOT COST!				
Supplier Notes:				
Item Attributes: Please review the following and respond where necessary				
#	Name	Note	Response	
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	North American Pipe	
3	1,500	LF	8" PVC Sewer Pipe (SDR 35)	\$3.05
Item Notes: BID PER LINEAR FOOT COST!				
Supplier Notes:				
Item Attributes: Please review the following and respond where necessary				
#	Name	Note	Response	
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	North American Pipe	
4	300	LF	12" PVC Sewer Pipe (SDR 35)	\$7.15
Item Notes: BID PER LINEAR FOOT COST!				
Supplier Notes:				
Item Attributes: Please review the following and respond where necessary				
#	Name	Note	Response	
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	North American Pipe	
5	100	EA	4" Clay to PVC Coupling	\$3.35
Item Notes:				
Supplier Notes:				
Item Attributes: Please review the following and respond where necessary				
#	Name	Note	Response	
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	Indiana Seal 1002-44	

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6 100 EA 6" Clay to PVC Coupling \$7.15

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	Indiana Seal 1002-66

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7 100 EA 8" Clay to PVC Coupling \$11.85

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	Indiana Seal 1002-88

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8 100 EA 10" Clay to PVC Coupling \$16.50

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	Indiana Seal 1002-1010

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9 100 EA 12" Clay to PVC Coupling \$19.25

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	Indiana Seal 1002-1212

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10 150 EA 4" Cast Iron to PVC Coupling \$3.60

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	Indiana Seal 1051-44

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11 100 EA 4" Type O Standard Coupling \$7.75

Manufacturer: Mission Rubber Co. Manufacturer #: 0404-824

Item Notes:

Supplier Notes: Part number 0404-624

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12 100 EA 6" Adjustable Repair Coupling \$23.25

Manufacturer: Mission Rubber Co. Manufacturer #: 0406-751

Item Notes:

Supplier Notes:

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13 100 EA 8" Adjustable Repair Coupling \$27.75

Manufacturer: Mission Rubber Co. Manufacturer #: 0408-781

Item Notes:

Supplier Notes:

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14 50 EA 10" Adjustable Repair Coupling \$36.25

Manufacturer: Mission Rubber Co. Manufacturer #: 0410-688

Item Notes:

Supplier Notes:

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15 50 EA 12" Adjustable Repair Coupling \$44.00

Manufacturer: Mission Rubber Co. Manufacturer #: 0412-635

Item Notes:

Supplier Notes:

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16 250 EA 8"x4" PVC Tee Saddle (SDR 35) \$14.35

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	GPK 202-0084

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17 1,000 EA 4" PVC Saddle Adaptor (SDR 35 to Sched. 40) \$4.92

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	GPK 230-0004

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18 200 EA 4" PVC 45 degree Bend (SDR 35) \$1.50

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	GPK 221-0004

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19 200 EA 4" PVC 22.5 degree Bend (SDR 35) \$1.69

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	GPK 217-0004

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20 100 Linear Foot 10" PVC Sewer Pipe (SDR 35) \$4.77

Item Notes: BID PER LINEAR FOOT!

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	North American Pipe

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21 100 EA 8 x 4 PVC Truss Saddle Tee's \$35.00

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	Contech 8x4 Truss Saddle Tee

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22 25 EA 4" PVC SCH40 DWV 45 Degree HxH \$3.13

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

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#	Name	Note	Response
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	GPK 321-0004

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23 25 EA 4" PVC SCH40 DWV 22-1/2 Degree HxH \$4.87

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

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#	Name	Note	Response
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	GPK 317-0004

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24 25 EA 4" PVC SCH40 DWV 22-1/2 Degree HxSP \$6.98

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

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#	Name	Note	Response
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	GPK 318-0004

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25 25 EA 4" PVC SCH40 DWV 45 Degree HxSP \$3.78

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

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#	Name	Note	Response
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	GPK 322-0004

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26 6 EA 4" PVC SCH40 DWV Coupling \$2.11

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

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#	Name	Note	Response
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	GPK 305-0004

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27 100 EA 8 x 4 PVC Tee Saddle \$18.25

Item Notes:

Supplier Notes: Saddle Tee is PSM Glue x IPS Hub

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Item Attributes: Please review the following and respond where necessary

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#	Name	Note	Response
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	GPK 702-0084

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28 1,000 EA Stainless Steel Bands/Clamp \$3.95

Manufacturer #: 56188-52

Item Notes:

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

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#	Name	Note	Response
1	Manufacturer and Manufacturer Number	Please provide Manufacturer and Manufacturer Number	GPK ISSHC-188U

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Response Total: \$43,083.66

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