

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Unit Price - Maintenance and Repair of
Emergency Management Sirens
Bid No. 15-066**

**Schmader Electric Construction Inc.
1743 Hwy 275
West Point, NE 68788
402-372-2474**

**LANCASTER COUNTY
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Schmader Electric Construction, Inc., 1743 Hwy 275, West Point, NE 68788, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County 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:

For providing Unit Price Maintenance and Repair of Emergency Management Sirens, Bid No. 15-066 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the County, 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 County 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; © 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 County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The County 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 County:

The County 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 County 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 \$ 22,000.00 during the contract term without approval by the Board of Commissioners.

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. GUARANTEE: The Purchasing Division will require a \$25,000.00 Performance and Payment Bond from the Contractor for the duration of the Contract.
6. Termination. This Contract may be terminated by the following:
 - 6.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 6.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
 - 6.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 6.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 6.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County 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.
7. 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 County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County'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.
8. 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 for three (3) additional one (1) year term.
9. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.

10. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Unit Price Quotation Sheet
 4. Special Provisions
 5. Specifications
 6. Employee Classification Act
 7. Instructions to Bidders
 8. Insurance Requirements
 9. 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. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - keyword: Bid - Awarded or Closed Bids.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

The Contractor and the County 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 upon completion of signatures on:

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

Unit Price - Maintenance and Repair of
Emergency Management Sirens
Bid No. 15-066

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Mark Schmader Seal
Secretary

Schmader Electric Const Co Inc
Name of Corporation

1743 Hwy 275 West Point, NE 68788
Address

By: Dale Schmader
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

Lancaster County Signature Page

Unit Price - Maintenance and Repair of
Emergency Management Sirens
Bid No. 15-066

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Kristy Bauer
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

Don Schorr
Todd Willey
Bill Henry
Kerry Huchins
Kimberly
dated 4/14/15

CITY OF LINCOLN\LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION
ATTACHMENT 1
UNIT PRICE QUOTATION
MAINTENANCE AND REPAIR OF EMERGENCY MANAGEMENT SIRENS, Bid No. 15-066

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE: _____

FROM (CONTRACTOR): Schmader Electric Construction Inc.

PROJECT NUMBER: _____

PROJECT DESCRIPTION: _____

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST TABLE - REGULAR HOURS

CONTRACTOR	RATE	NO. HOURS	TOTAL \$ AMOUNT
Master Electrician	\$62.00		
Journeyman Electrician	\$55.00		
Electrician's Apprentice	\$50.00		
Laborer	\$45.00		
Other			
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	TOTAL \$ AMOUNT
Total Rental Equipment Costs		11%	
Total Materials Cost		11%	
Total Shipping Cost			

TOTAL PRICE (NOT TO EXCEED)

\$	
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FIRM: _____

BY: _____

ADDRESS: _____

PHONE

APPROVED BY: _____

Department/Agency Representative

DATE: _____

Change Order #: _____

Accepted: _____

Not Accepted: _____

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing\City & County	Address
Email	rwalla@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8309		Lincoln, NE 68508	Contact
Fax	1 (402) 441-6513	Contact	Sharon Mulder Asst. Purchasing Agent	
Bid Number	15-066			Department
Title	Unit Price - Maintenance and Repair of Emergency Management Sirens	Department		Building
		Building		
Bid Type	Annual Supply	Floor/Room		Floor/Room
Issue Date	02/27/2015	Telephone	1 (402) 441-7428	Telephone
Close Date	3/13/2015 12:00:00 PM CT	Fax	1 (402) 441-6513	Fax
Need by Date		Email	smulder@lincoln.ne.gov	Email

Supplier Information

Company SCHMADER ELECTRIC CONSTRUCTION INC
 Address 1743 HWY 275

 WEST POINT, NE 68788
 Contact MARLA SCHMADER
 Department
 Building
 Floor/Room
 Telephone 1 (402) 372-2474
 Fax 1 (402) 372-3032
 Email schmelec@hotmail.com
 Submitted 3/6/2015 12:05:32 PM CT
 Total \$212.00

Signature MARLA SCHMADER

Email schmelec@hotmail.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	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
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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Specifications	I acknowledge reading and understanding the specifications.	Yes
6	Contact	Name of person submitting this bid:	MARLA SCHMADER
7	Electronic Signature	Please check here for your electronic signature.	Yes
8	Renewal is an Option	Contract Extension Renewal is an option.	No
9	Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of \$25,000.00 will be required with the signed contract upon award of this job.	Yes
10	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
11	Bid Bond Submission - County	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of \$500.00 is made payable to the order of the Lancaster County 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.
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	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
14	Trip Charge	Does your company charge a Trip Charge for repair and maintenance work? YES or NO If YES, list the charge:	NO
15	Hourly Rate Origination	Does your company charge the hourly rate for each Line Item from the time you leave your shop, or from the time you arrive on the job and begin work? If you charge from the time you leave your shop, where is the shop located?	YES - WEST POINT, NE

Line Items

#	Qty	UOM	Description	Response
1	1	Hour	Labor Rate - Master Electrician YOU MUST BID PER HOUR RATE!	\$62.00
Item Notes: Labor rate includes all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits in the total rates as bid. Master Electrician must be licensed in the State of Nebraska and show proof prior to award.				
Supplier Notes:				
2	1	Hour	Labor Rate - Journeyman Electrician YOU MUST BID PER HOUR RATE!	\$55.00
Item Notes: Labor rate includes all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits in the total rates as bid.				
Supplier Notes:				
3	1	Hour	Labor Rate - Electrician Apprentice YOU MUST BID PER HOUR RATE.	\$50.00
Item Notes: Labor rate includes all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits in the total rates as bid.				
Supplier Notes:				
4	1	Hour	Labor Rate - Laborer YOU MUST BID PER HOUR RATE.	\$45.00
Item Notes: Labor rate includes all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits in the total rates as bid.				
Supplier Notes:				
5	1	EA	Percentage over cost of Equipment and Parts.	11.00%
Item Notes:				
Supplier Notes:				
Response Total:				\$212.00

SCHMADER ELECTRIC CONST CO INC
1743 HWY 275
WEST POINT, NE 68788

March 6, 2015

Linc/Lanc Co Emerg Management
Siren Maintenance Bid #15-066

NOTE:

Mileage Rate shall be \$.62/mi. with and approved escalation if fuel should rise significantly.

If any repair other than usual repair such as fuses, receiver repair, mov replacement,-

Emerg Manage office shall be notified and further repair shall be approved before such work is done.

Thank you.

Jim Bumgardner