CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

ANNUAL REQUIREMENTS
FOR
SNOW REMOVAL - HAULING SERVICES
BID NO. 14-146

K2 Construction
7701 Cornhusker Hwy
Lincoln, NE 68462
402-467-2355

CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered by and between **K2 Construction, 7701 Cornhusker Hwy, Lincoln, 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:

For providing **Annual Requirements for Snow Removal - Hauling Services, Bid No. 14-146** 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 - Two Trucks

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 Owners will pay for products/services, 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. All contracts awarded from Bid No. 14-146 will combine for a total amount estimated at $133,300.00.

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 hauling services.
     - 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. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a (1) one year term with the option to renew for up to three (3) additional one (1) year terms.

8. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Agreement
   2. Accepted Proposal/Supplier Response
   3. Specifications
   4. Special Provisions
   5. Addendum No. 1
   6. Insurance Requirements
   7. Instructions to Bidders
   8. Notice to Bidders
   9. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

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:

City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive No. 087361

Dated 7-29-14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

_____
Name of Corporation

_____
(Address)

By:_____
Duly Authorized Official

_____
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

K2 Construction
Name of Organization

Partnership
Type of Organization

7701 Cornhusker Hwy, Lincoln, NE 68507
(Address)

By:_____
Member

By: Thomas Rogge
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	14-146 Addendum 1
Title	Snow Removal - Hauling Services
Bid Type	Bid
Issue Date	05/23/2014
Close Date	6/11/2014 12:00:00 PM CT
Need by Date	

Contact Information

Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508
Contact	Sharon Mulder, Asst. Purchasing Agent
Department	
Building	
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	K2 Construction
Address	7701 Cornhusker Highway Lincoln, NE 68462
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 467-2355
Fax	1 (402) 467-2055
Email	
Submitted	5/30/2014 3:25:16 PM CT
Total	$20.00

Signature _____

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at http://www.lincoln.ne.gov/city/finance/purch/spec/veninst.ppt

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	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	Contact	Name of person submitting this bid:	Tom Rogge
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
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	Disaster Plan Participation	DISASTER PLAN PARTICIPATION: DISASTER PLAN PARTICIPATION: If awarded a contract, can the City of Lincoln call on your firm to participate in a disaster relief/cleanup plan with your company performing duties similar to those in the contract? YES or NO If YES, I understand that the terms and pricing will not deviate from the executed contract.	Yes, I wish to participate.
10	Electronic Signature	Please check here for your electronic signature.	Yes
11	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.	

Line Items

#	Qty	UOM	Description	Response
1	1	HOUR	Vehicle 1 -- Cost per Cubic Yard per Hour The following equation shall be used for computing your bid: Dividing the hourly rate for the truck/driver by the cubic yard capacity of the box to determine the cost per cubic yard per hour.	$10.00

Item Notes: BIDDER'S NOTE: IF MORE THAN ONE TRUCK IS TO BE USED FOR SNOW REMOVAL, ADDITIONAL TRUCKS MUST BE ENTERED ON A NEW LINE. If you are submitting a price for more than 15 trucks, call Purchasing @ 402-441-7428 and additional lines will be entered.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Truck No.	Truck No.	147
2	Year	Year of Vehicle	2007
3	Make	Make	Freightliner
4	Model	Model	M2 Dump Truck
5	License Plate No.	License Plate No.	SSV842
6	Color	Color	White
7	Truck Body I.D.	Truck Body I.D. (___"L X ___"W X___" Side Height)	192x90x54
8	Cu. Yd. Capacity	Cu. Yd. Capacity	20
9	Hourly Rate	Hourly Rate	85.00

2	1	HOUR	Vehicle 2 -- Cost per Cubic Yard per Hour The following equation shall be used for computing your bid: Dividing the hourly rate for the truck/driver by the cubic yard capacity of the box to determine the cost per cubic yard per hour.	$10.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Truck No.	Truck No.	134
2	Year	Year of Vehicle	1991

3	Make	Make	Ford
4	Model	Model	L8000
5	License Plate No.	License Plate No.	TEL831
6	Color	Color	White
7	Truck Body I.D.	Truck Body I.D. (___"L X ___"W X___" Side Height)	168
8	Cu. Yd. Capacity	Cu. Yd. Capacity	18
9	Hourly Rate	Hourly Rate	80.00

3	1	HOUR	Vehicle 3 -- Cost per Cubic Yard per Hour The following equation shall be used for computing your bid: Dividing the hourly rate for the truck/driver by the cubic yard capacity of the box to determine the cost per cubic yard per hour.	$0.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Truck No.	Truck No.	
2	Year	Year of Vehicle	
3	Make	Make	
4	Model	Model	
5	License Plate No.	License Plate No.	
6	Color	Color	
7	Truck Body I.D.	Truck Body I.D. (___"L X ___"W X___" Side Height)	
8	Cu. Yd. Capacity	Cu. Yd. Capacity	
9	Hourly Rate	Hourly Rate	