CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION SPECIFICATION NO.04-176 ANNUAL REQUIREMENTS FOR MISCELLANEOUS PLUMBING SERVICES - LARGER THAN 2" (UNIT PRICE CONTRACT)

DATE: January 20,2005

CONTRACT PERIOD:Dec.31,2004 thru Dec 31,2005

CONTRACTOR:Natkin Service
2133 Cornhusker Hwy
Lincoln NE 68521

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Marv Burbach
Telephone No.:402-435-4924
FAX No.: 402-435-4994
E-Mail Address:marvin.burbach@york.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Per Unit Price Contract dated Dec 10, 2004 and Specifications 04-176

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/sharpurch/awardnotification/co04176n

E.O. #72285
Dated:1/13/05

Company Name Natkin Service

PROPOSAL FOR
UNIT PRICE CONSTRUCTION CONTRACT
FOR MISCELLANEOUS PLUMBING SERVICES LARGER THAN 2"
Specification 04-176

I/We the undersigned, having read the attached specifications and Conditions required for this proposal, hereby propose to furnish labor and materials in accordance with these conditions on the following unit price basis.

Prices are to be held for one year:

A. **LABOR RATES**: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits in the total rates shown below:

A.1.	Master Plumber	$ 53.00	per hour
A.2.	Journeyman Plumber	$ 51.00	per hour
A.3.	Plumber's Apprentice	$	per hour
A.4.	Laborer	$	per hour

B. **MATERIAL**: Invoice cost of materials including associated freight.

C. **EQUIPMENT:** Shall be a lump sum not to exceed price, be job specific and be agreed to by the department/agency representative at the start of each individual job.

D. **OVERHEAD AND PROFIT:**

D.1.	Overhead and profit of Item B (Material) excluding freight	20 %
D.2.	Overhead and profit of Item C (Equipment)	20 %
D.3.	Overhead and profit of all subcontractor costs	10 %

These Unit Price Proposals are offered by Natkin Service **, hereinafter referred to as the Bidder,**

- [x] A corporation organized and existing under the laws of the state of Delaware.
- [ ] A partnership doing business as _____.
- [ ] An individual doing business as _____.

Addenda: Bidder has received Addenda Nos. 0, and has included their provisions in this bid.

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

__x__YES _____NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 04-176

Natkin Service
COMPANY NAME

Marvin Burbach
BY (Signature)

2133 Cornhusker Hwy, Ste. B
STREET ADDRESS or P.O. BOX

Marvin Burbach
(Print Name)

Lincoln, NE 68521
CITY, STATE ZIP CODE

District Service Manager
(Title)

402-435-4924 402-435-4994
TELEPHONE No. FAX No.

July 21, 2004
(Date)

13-3473472
EMPLOYER'S FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER

ESTIMATED DELIVERY DAYS

Net 30
TERMS OF PAYMENT

marvin.burbach@york.com
E-MAIL ADDRESS

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm

UNIT PRICE PLUMBING CONTRACT
FOR MISCELLANEOUS PLUMBING SERVICES - LARGER THAN 2"

THIS CONTRACT, is made and entered into this 10th day of December, 2004 by and between Natkin Service, hereinafter referred to as "Contractor"; and the City of Lincoln, Nebraska, hereinafter referred to as "City";

WHEREAS, the City wishes to engage Contractor in accordance with the terms and conditions herein to provide the above referenced construction services; and

WHEREAS, Contractor desires to perform said construction services for the City in accordance with the terms and conditions herein provided; and

WHEREAS, the City has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for said construction services and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said construction services; 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 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 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(s) for said construction services for the unit prices named in the Contractor's proposal, a copy of which unit price proposal is attached hereto and made a part of this Contract.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor said construction services and the other conditions, covenants and agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. Rates.
   A. The Contractor agrees to provide the above referenced construction services in accordance with the unit price rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.

   B. The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.

2. Term. The initial term of this Contract will be for a period of one year from the 1ST day of September, 2004, through the 31st day of August, 2005, with an option by the City to renew the Contract for two additional one-year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.

3. Termination.

A. The City reserves the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the construction services in accordance with the terms and conditions contained herein.

B. The City shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.

C. The City reserves the right to terminate this contract in the event that the City does not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.

4. Standard Specifications General Conditions. The City of Lincoln Standard Specifications For Municipal Construction and attached Special Provisions are a part of this Contract, except as specifically amended for a specific project and as dependent upon the nature of the particular construction services to be provided pursuant to this Contract.

5. Non-Discrimination.

A. The parties agree that 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.

B. 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 actions 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.

C. Any breach of this provision of the Contract shall be regarded as a material breach. The Contractor shall be required to insert a similar provision as this in all subcontracts for construction services to be covered by any project undertaken pursuant to this Contract.

6. Drug Free Workplace.

A. The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.

B. The City reserves the right to request a copy of the Contractor's drug free workplace policy.

C. The Contractor further agrees to include a provision similar to this statement in all subcontracts for construction services required pursuant to this Contract.

7. Contract Documents. The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the accepted Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; general conditions and any supplementary conditions thereto; and any addenda issued in connection with a particular project.

8. Independent Contractor. The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

9. Insurance. The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all City contracts which is hereby made a part of this Contract.

10. Indemnification.
    A. The Contractor agrees to indemnify and hold harmless and defend the City and any of its officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.

    B. The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.

11. Applicable Laws and Permits.
    A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

    B. See attached Schedule A for current codes in use relating to construction development in the City of Lincoln.

12. City's Representatives.

13. Guarantee. Construction services performed by Contractor pursuant to the terms of this Contract shall be subject to a two-year warranty in accordance with the General Provisions and Requirements of the Standard Specifications.

14. Contract Bonds.
    A. Each year's work executed under the provisions of this Contract shall be bonded separately.

15. Quotations for Individual Unit Price Projects.
If at any time there is a change to the project that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental/agency representative for that project. Extra work shall not proceed until authorized by the departmental/agency representative.

16. Use of Subcontractors. The Contractor shall advice the City of his intention to use any subcontractors.

17. Notice to Proceed.
A. No work shall be done for the City under the contract unless a written Notice to Proceed has been issued by the appropriate departmental/agency representative.

B. Contractor shall commence work as soon as reasonably possible on the date agreed to by the departmental/agency representative.

C. Work shall be complete on or before the date set forth in the Notice to Proceed.

18. Invoices.
A. All invoices for construction services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.

B. Each project shall be invoiced separately.

C. The Contractor's invoices shall include the hydrant number and location, date of painting, as established in the Contractor's Unit Price Proposal.

D. Invoices shall be submitted for payment within thirty days of the date of project conclusion.

19. Assignment. This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

20. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this ____day of _____, 2004.

City of Lincoln, Nebraska

Attest

_____ _____

City Clerk Mayor

Contractor

Natkin Service
Company Name

2133 Cornhusker Hwy
Street Address

Lincoln	NE	68521
City	State	Zip Code

Ofc 435-4924 Fax 435-4994
Telephone Number(s)

By:

Name (Print)

Signature

Title

SCHEDULE A
CURRENT CODES IN USE RELATING TO CONSTRUCTION DEVELOPMENT IN THE CITY OF LINCOLN
AUGUST 1, 1999

1997	Uniform Building Code & Local Amendments
1994	Nebraska Accessibility Guidelines (Patterned after and similar to ADA guidelines)
1989	Fair Housing Act - As Amended Effective March 12, 1989
1979	Zoning Ordinance of the City of Lincoln - As Amended Including 1994 Parking Lot Lighting Standards
1994	Life Safety Code NFP
1997	Uniform Fire Code and Local Amendments
	Applicable NFPA National Fire Code Standards
1999	National Electrical Code & Local Amendments
1997	Uniform Mechanical Code & Local Amendments
1990	National Plumbing Code *
1992	Lincoln Plumbing Code *
1994	Lincoln Gas Code

Ground Snow Load: 30 lbs. Sq.Ft.
Seismic Zone: Undetermined
Wind Load: 25 lbs. Sq.Ft.
Exposure C
Wind Resistance: 80 m.p.h.

* The Lincoln Plumbing Code contains basically the 1990 National Standards Plumbing Code and local community amendments. No separate amendments are printed for National Standard.

CITY OF LINCOLN, NEBRASKA

UNIT PRICE QUOTATION

MISCELLANEOUS PLUMBING SERVICES, Larger than 2" 04-176

Date:

TO DEPARTMENT/AGENCY REPRESENTATIVE:

FROM (CONTRACTOR):

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

CONTRACTOR	RATE	NO. HOURS	TOTAL $ AMOUNT
Master Plumber			
Journeyman Plumber			
Plumber's Apprentince			
Laborer:			
Other			
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% O. & P.	TOTAL $ AMOUNT
Total Equipment Costs			
Total Materials Cost			
Total Shipping Cost			

O. & P. ON SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% O. & P.	TOTAL $ AMOUNT
Sub No. 1			
Sub No. 2			
Sub No. 3			
Sub No. 4			
Sub No. 5			

TOTAL PRICE (NOT TO EXCEED) $

FIRM:

BY:

ADDRESS:

Change Order #:

Accepted:

Not Accepted:

PHONE

APPROVED BY:

Department/Agency Representative

DATE: