

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

**Annual Requirements for
Gravel & Rock Hauling, City of Lincoln
Bid No. 14-092**

**Gana Trucking & Excavating
2200 West Panama Road
Martell, NE 68404
402.794.5000**

**City of Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into this _____ day of _____ 2014, by and between **Gana Trucking & Excavating, 2200 West Panama Road, Martell, NE 68404** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the 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 Gravel & Rock Hauling, City of Lincoln, Bid No. 14-092

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 Response, 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 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 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/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 for a total of \$82,200.00.

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person 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. The work included in this Contract shall begin as soon as possible from date of executed contract. The term of the Contract shall be from May 1, 2014 through February 6, 2015.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreements
 2. Accepted Proposal\Supplier Response
 3. City of Lincoln Executive Order 83319
 4. Insurance Requirements
 5. Instructions to Bidders
 6. Notice to Bidders
 7. 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 by these presents 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 OF LINCOLN, NEBRASKA

Gregory D. Dubois, Deputy
City Clerk

[Signature]
Mayor



Approved by:

Executive Order No. 987224
Dated June 6, 2014

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Gann Trucking & Excavating Inc.
Name of Corporation

Lori Gana (SEAL)
Secretary

2200 W Pangborn Rd Markell NE
Address

[Signature]
By: Duly Authorized Official

VP
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
Email	smulder@lincoln.ne.gov	Address
Phone	(402) 441-7428	
Fax	(402) 441-6513	Contact
		Contact
Bid Number	14-092	Department
Title	Annual Requirements for Gravel & Rock Hauling, City of Lincoln	Building
		Building
Bid Type	Bid	Floor/Room
Issue Date	03/19/2014	Telephone
Close Date	4/2/2014 12:00:00 PM CT	Fax
Need by Date		Email
	Department	
	Building	
	Suite 200	
	Floor/Room	
	Telephone (402) 441-7428	
	Fax (402) 441-6513	
	Email smulder@lincoln.ne.gov	

Supplier Information

Company	Gana Trucking & Excavating
Address	2200 West Panama Road
	Martell, NE 68404
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 794-5000
Fax	1 (402) 794-5002
Email	
Submitted	4/2/2014 11:00:35 AM CT
Total	\$82,200.00

Signature _____

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	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	Contact	Name of person submitting this bid:	Tyson Vogt
6	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
7	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
8	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
9	Deduction	If you are NOT hauling a full load; is there a deduction on the price? Yes/No If yes, what is the deduction?	No
10	Hauling Period Acknowledgment	I acknowledge that gravel and rock hauling period shall be for a one (1) year contract on an as needed basis.	Yes
11	References	In the event I have NOT performed any hauling contracts under the current company name for the City of Lincoln in the past three (3) years; I have included 3 references to the Supplier Response Attachment Section from companies or entities where I have performed similar work to that being bid within the last 12 months. Reference information shall include: Company Name, Address, Contact Name, Phone and Work Performed.	Yes
12	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	15,000	Ton	Hauling: Kerford Limestone Co.; 36110 Fletcher Ave., Weeping Water, Nebraska (Production Site) to various City of Lincoln locations.	\$5.48

Item Notes:
Bid by ton only!
Will be on an as-needed basis

Supplier Notes:

Response Total: \$82,200.00
