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**CONTRACT DOCUMENTS**

**CITY OF LINCOLN/LANCASTER COUNTY  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
EXCAVATING AND DOZING  
Bid No. 11-047**

**Reinhardt Contracting, Inc.  
9251 SW 126<sup>th</sup> St.  
Denton, NE 68339  
402-525.8879**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between **Reinhardt Contracting, Inc., 9251 SW 126<sup>th</sup> St., Denton, NE 68339**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner 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 Excavating and Dozing Bid No. 11-047** and,

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

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

**Agreement to full proposal.**

2. The Owners agree 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 Owners:

**Owners 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. Owners shall order on an as needed basis for the duration of the contract.**

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 Owners 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 Owners 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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.
  
8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a (4) four-year term.

9. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Supplier Response
  3. Specification
  4. Notice to Bidders
  5. Insurance Requirements
  6. Instructions to Bidders
  7. Special Provisions for Term Contracts
  8. Addendum No. 1
  9. Addendum No. 2
  10. Addendum No. 3
  11. Sales Tax Exemption Form 13
  12. Performance Bond
  13. Payment Bond
  14. Employee Classification Act Affidavit (City)
  15. City of Lincoln Executive Order No. 083319
  16. Employee Classification Act Affidavit (County)
  17. Lancaster County Bidding Instructions and Requirements

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 Owners 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.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

City Clerk

*Jan E. Rose*



CITY OF LINCOLN, NEBRASKA

Mayor

*[Signature]*

Resolution No. A-86310

Dated: 4/25/11

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

Lancaster County Attorney

*William Behrens*

The Board of County Commissioners of Lancaster, Nebraska

*[Signatures of Board Members]*

dated 4/19/11

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Secretary

*Ann Reinhardt* (SEAL)

*Reinhardt Contracting, Inc.*

Name of Corporation

9251 SW 126th Denton, NE 68339

(Address)

By: *Ann Reinhardt*

Duty Authorized Official

*Secretary*

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	Shelly Hinze, Buyer	Address	Purchasing	Address	
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		
Phone	1 (402) 441-8313		Lincoln, NE 68516	Contact	
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer		
			Purchasing		
Bid Number	11-047 Addendum 3	Department		Department	
Title	Annual Requirements for Excavating and Dozing	Building		Building	
			Suite 200		
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	02/21/2011	Telephone	1 (402) 441-8313	Telephone	
Close Date	3/4/2011 12:00:00 PM CST	Fax	1 (402) 441-6513	Fax	
Need by Date		Email	rhinze@lincoln.ne.gov	Email	

## Supplier Information

Company Reinhardt Contracting, Inc.  
 Address 9251 SW 126th Street  
  
 Denton, NE 68339  
 Contact Todd Reinhardt  
 Department  
 Building  
 Floor/Room  
 Telephone 402 (525) 8879  
 Fax 402 (797) 8609  
 Email todd270@windstream.net  
 Submitted 3/4/2011 11:48:48 AM CST  
 Total \$454.00

Signature \_\_\_\_\_

Supplier Notes \_\_\_\_\_

Bid Notes \_\_\_\_\_

Bid Messages \_\_\_\_\_

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the specifications.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes

3	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
4	Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond in the amount of \$10,000.00 will be required with the signed contract upon award of this job.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Term Clause of Contract	This bid is for a one (1) year term. If a contract would be issued for one (1) year with the option to renew for three (3) additional one (1) year periods, would the bid price offered be less?  (A) If so, by what percentage or specific amount. (B) Will your pricing remain firm for the four (4) year term? Yes/No	A. No B. Yes
7	Escallation/De-escalation	(a) Are your bid prices firm for a one (1) year contract period. YES or NO  (b) Are your bid prices subject to escallation/de-escalation YES or NO  (c) If (b), state period for which prices will remain firm: through _____	a. yes b. yes c. one year
8	References	I have attached on company letterhead a list of three (3) references in the suppliers response section of my proposal.	Y
9	Contact	Name of person submitting this bid:	Todd Reinhardt
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.	Yes
12	Agreement to Addendum No. 2	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
13	Agreement to Addendum No. 3	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

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**Line Items**

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#	Qty	UOM	Description	Response
1	1	EA	Hydraulic Excavator-Crawler	\$110.00
Item Notes: Enter your unit price per hour per machine.				
Supplier Notes: 2008 John Deere 225D LC with wide track 34 inch pads, zero clearance, tight radius tail swing, quick coupler w/ 1.5 yard bucket. (55,000 lbs machine weight)				
2	1	EA	Crawler Tractor	\$98.00
Item Notes: Enter your unit price per hour per machine.				
Supplier Notes: 1998 John Deere 750 LGP wide track machine, grading dozer 6 way blade 9.5 feet wide. Machine will push 6 plus yards.				
3	1	EA	Crawler Loader	\$98.00
Item Notes: Enter your unit price per hour per machine.				
Supplier Notes: 2005 John Deere with 2.8 yard bucket.				
4	1	EA	Skid Loader	\$75.00
Item Notes: Enter your unit price per hour per machine.				
Supplier Notes: 2008 S300 with 84 inch bucket, with many attachments.				
5	1	EA	Dump Truck	\$73.00
Item Notes: Enter your unit price per hour per machine.				
Supplier Notes: 1993 Mack dump truck with 16 foot box, tripple axle. Truck and Pup also available for 95 per hour.				
Response Total:				\$454.00

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## ANNUAL REQUIREMENTS FOR EXCAVATING AND DOZING

### 1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Excavating and Dozing for the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".
- 1.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Shelly Hinze, Buyer ([rhinze@lincoln.ne.gov](mailto:rhinze@lincoln.ne.gov)) Or Fax:(402)441-6513.
  - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
- 1.4 The Owners, have responsibility for maintenance of particular storm cells and drainage systems.
- 1.5 From time to time the Owners resources are insufficient to accomplish required maintenance in a timely manner, it may then be necessary to acquire additional resources for the purpose of excavation.
- 1.6 Bid shall be weighted and awarded based upon an estimate of 50 percent of the work performed by the hydraulic excavator, 15 percent by the crawler loader, 15 percent by the crawler tractor, 10 percent by the skid loader, and ten percent by dump truck.
- 1.7 Equipment which exceeds a 25 percent non-operational level during any four (4) week period during the life of this contract shall cause this contract to be void.
  - 1.7.1 Contractor may provide comparable replacement equipment at his own cost.
  - 1.7.2 Such costs shall be considered subsidiary to the hourly rental cost.
- 1.8 No minimum or maximum hours of work are assured.
- 1.9 Contractor shall supply a least of three (3) references in the suppliers response section of the bid on company letterhead.

### 2. TERM

- 2.1 The term of the Contract shall be a one year with the option of three (3) additional (1) one year terms from the date of execution by both parties

### 3. MINIMUM EQUIPMENT SPECIFICATIONS FURNISHED BY CONTRACTOR

- 3.1 The Contractor shall furnish a Hydraulic Excavator-Crawler, Crawler Tractor, Crawler Loader, Skid Loader and dump Truck with operator(s) for such purpose that meet or exceed the following specifications:
  - 3.1.1 HYDRAULIC EXCAVATOR-CRAWLER
    - 3.1.1.1 ENGINE: Six (6) cylinder, diesel powered, minimum 125 net horsepower
    - 3.1.1.2 HYDRAULIC: Variable displacement, pressure and flow-compensated to provide independent and combined operation for all functions
    - 3.1.1.3 BUCKET: One (1) cubic yard minimum
    - 3.1.1.4 REACH: 28 ft. minimum
    - 3.1.1.5 DUMP HEIGHT: 17 ft. minimum
    - 3.1.1.6 OPERATING WEIGHT: Approximately 39,000 lbs.
    - 3.1.1.7 LIFT CAPACITY: 12,000 lbs. minimum, lifting over front or rear at

ground level and 15 ft. out from centerline of rotation

**3.1.2 CRAWLER TRACTOR**

- 3.1.2.1 ENGINE: Six (6) cylinder, diesel powered minimum 150 net horsepower
- 3.1.2.2 STEERING: Lever or pedal for independent track control
- 3.1.2.3 BLADE CAPACITY: Four (4) cubic yards minimum
- 3.1.2.4 OVERALL WIDTH: 10 ft. minimum
- 3.1.2.5 OPERATING WEIGHT: Approximately 35,000 lbs.

**3.1.3 CRAWLER LOADER**

- 3.1.3.1 ENGINE: Six (6) cylinder, diesel powered, minimum 140 net horsepower
- 3.1.3.2 STEERING: Lever or pedal for independent track control
- 3.1.3.3 BUCKET CAPACITY: 2.5 cubic yards minimum with teeth
- 3.1.3.4 OPERATING WEIGHT: Approximately 35,000

**3.1.4 SKID LOADER**

- 3.1.4.1 ENGINE: Four (4) cylinder, diesel powered, water cooled, minimum 35 net horsepower
- 3.1.4.2 BUCKET: 9 cubic feet minimum
- 3.1.4.3 REACH: At maximum height, 19 inches minimum
- 3.1.4.4 Height to bucket hinge pin 105 inches minimum
- 3.1.4.5 Four wheel hydrostatic drive
- 3.1.4.6 All steel electrically welded integral loader frame

**3.1.5 DUMP TRUCK**

- 3.1.5.1 Minimum 10 Cu. Yd. Capacity

**4. CONTRACTOR RESPONSIBILITIES**

- 4.1 Contractor shall be responsible for all fuel lubricants, repair and maintenance of the equipment.
  - 4.1.1 The facility and tools for repair and maintenance of equipment shall be provided by the Contractor.
  - 4.1.2 No hourly rate of payment shall be made to the Contractor for his maintenance and repair during this "downtime" and the hourly rate will not resume until the equipment is back in use in the field.
- 4.2 The Contractor is an independent Contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees of the owner's.
  - 4.2.1 Contractor shall be responsible to provide qualified operators for the equipment.
    - 4.2.1.1 Any such operator shall be at least twenty-one (21) years of age, shall hold a valid Nebraska Motor Vehicle Operator's license and shall be skilled in the operation of the Contractor's equipment.
- 4.3 Contractor shall notify the Owners of any mechanical failure to the equipment that prevents its use for excavating and dozing.
  - 4.3.1 As soon as the mechanical failure is repaired, Contractor shall notify the Owners that the equipment is again available.
- 4.4. The Contractor shall provide general liability insurance in the amount of \$2,000,000.00 combined single limit for property damage and personal injury.

- 4.4.1 The policy shall insure the Owners from any and all demands, claims, causes of action at law, or in equity resulting from the use of said equipment.
- 4.4.2 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who performs any work under this Agreement.
- 4.5 Contractor shall perform work assigned by the department or his designated representative.
  - 4.5.1 Contractor shall adjust his work schedule hours to meet the Owner's eight (8) hour work day unless the Owners agrees to waive this requirement.
- 4.6 The Contractor will be responsible for hauling fill and surplus materials to and from the job site(s), if deemed necessary by the Owners.
- 4.7 The Contractor will be responsible for transportation of the equipment to and from the job sites.
  - 4.7.1 Trailer equipment will be paid for the actual trip time to the job site up to a maximum of 2 hours at the contract bid rate for the piece of equipment being mobilized.
  - 4.7.2 Mobile equipment will be paid for the actual trip time up to a maximum of 1 hour at the contract bid rate.
  - 4.7.3 Trips between Owners jobs shall be paid at the bid rates for the equipment and the time required.
  - 4.7.4 When the work is completed, no travel time shall be paid to the contractor exiting the location.
  - 4.7.5 Any other associated costs for mobilization shall be included in the hourly bid rate.

5. **OWNER'S RESPONSIBILITIES**

- 5.1 Owners will provide 72 hours notice to the Contractor to begin work at specified sites
  - 5.1.1 If the Contractor does not respond to his notification to "begin work" within a startup time scheduled within 30 days of such notification, the Owners reserves the right to enter into an agreement with the next lowest bidder to do the work.
- 5.2 The Owners will specify the exact nature of work to be performed at the designated site(s) involving dredging, reshaping and loading of materials.
  - 5.2.1 When inclement weather or uncontrollable circumstances become a factor in completing the work, the decision to "halt work" and to "start work" shall be that of the Owners's.
  - 5.2.2 No payment shall be made during the time frame of "halt work" to "start work."
- 5.3 The Owners will establish easements and flow grades and will perform necessary engineering and survey work.
  - 5.3.1 The contractor's resources may be utilized for these activities if deemed to be in the best interest of the Owners.

**Addendum #1**  
for  
**ANNUAL REQUIREMENTS FOR  
EXCAVATING AND DOZING  
BID NO. 11-047**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification, or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Performance and Payment Bond has been added to the bid see Attribute #4 .
2. Previous bid tabulation has been added to this addendum.

Bid No. 08-063

Specification Responses				<u>Gana Trucking &amp; Excavating</u>		<u>Hansen Construction Company Inc.</u>		<u>H.R. Bookstrom Construction, INC</u>	
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended
1	Hydraulic Excavator-C	EA	1	\$100.00	\$100.00	\$125.00	\$125.00	\$170.00	\$170.00
2	Crawler Tractor	EA	1	\$90.00	\$90.00	\$110.00	\$110.00	\$120.00	\$120.00
3	Crawler Loader	EA	1	\$94.00	\$94.00	\$125.00	\$125.00	\$150.00	\$150.00
4	Skid Loader	EA	1	\$69.00	\$69.00	\$65.00	\$65.00	\$85.00	\$85.00
5	Dump Truck	EA	1	\$60.00	\$60.00	\$65.00	\$65.00	\$85.00	\$85.00
			<b>Total</b>	<b>\$413.00</b>	<b>\$413.00</b>	<b>\$490.00</b>	<b>\$490.00</b>	<b>\$610.00</b>	<b>\$610.00</b>

All other terms and conditions shall remain unchanged.

Dated this 25th of February, 2011.

Rachelle Hinze, Buyer

**Addendum #2**  
for  
**ANNUAL REQUIREMENTS FOR  
EXCAVATING AND DOZING  
BID NO. 11-047**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification, or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Performance and Payment Bond shall be \$10,000.00.

All other terms and conditions shall remain unchanged.

Dated this 28th of February, 2011.

Rachelle Hinze, Buyer

**Addendum #3**  
for  
**ANNUAL REQUIREMENTS FOR  
EXCAVATING AND DOZING  
BID NO. 11-047**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification, or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Deleted Section 1.6 of the specifications. It should have been removed from the specifications.

All other terms and conditions shall remain unchanged.

Dated this 2nd of March, 2011.

Rachelle Hinze, Buyer