CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.06-088
UNIT PRICE CONSTRUCTION CONTRACT FOR MISCELLANEOUS GENERAL CONSTRUCTION SERVICES

DATE: June 8, 2006

CONTRACT PERIOD: May 1,2006 thru April 30,2007

CONTRACTOR: Dickey & Burham, Inc.
P.O. Box 22555
Lincoln, NE 68542

Company Representative: Steven N. Burham
Telephone No.: 402/421-6000
FAX No.: 402/421-6021
E-Mail Address: Steve.Burham@Dickey-Burham-Inc.com

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

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.

Description	Per Hr. &/or % Profit
A. LABOR RATES:	
A.1. Supervisor	$34.00
A.2. Carpenter	$32.00
A.3. Skilled Helper	$24.00
A.4. Laborer	$22.00
B. MATERIAL	
C. EQUIPMENT	
D. OVERHEAD & PROFIT:	
D.1. Overhead & profit of Item B: (Material)	15
D.2. Overhead & profit of Item C: (Equipment)	0
D.3. Overhead & profit of all subcontractor costs	6

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.

E.O. #076458
Dated: 06-02-06

UNIT PRICE CONSTRUCTION CONTRACT
FOR MISCELLANEOUS GENERAL CONSTRUCTION SERVICES

THIS CONTRACT, is made and entered into this **1st** day of **May 2006**, by and between **Dickey & Burham, Inc., PO Box 22555 Lincoln, NE 68542-2555** thereinafter referred to as "Contractor"; and Lancaster County Nebraska; the Public Building Commission; the City of Lincoln, Nebraska, hereinafter referred to as "Owners";

WHEREAS, the Owners wish 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 Owners in accordance with the terms and conditions herein provided; and

WHEREAS, the Owners have caused to be prepared, in accordance with law, specifications, plans, and other contract documents for said construction services and have approved and adopted said documents and have 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 Owners in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owners in the manner prescribed by law have publicly opened, read aloud, examined, and canvassed the proposals submitted in response to such advertisement, and as a result of such canvass have 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 Owners have agreed and hereby agree as follows:

1. Rates.
   A. The Contractor agrees to provide the above referenced construction services in accordance with the labor (basic wage rate and all applicable fringe benefits), material, and equipment 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 May, 2006, through the 30th day of April, 2007, with an option by the Owners 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. Amount of Work.

A. No minimum amount of work is guaranteed by the Owners to any one Contractor by virtue of this Contract.

B. In the event that any single project for the above referenced construction services exceeds the sum of Twenty-five Thousand Dollars ($25,000), it is understood that the Owners will undertake a separate bid process for such project.

4 Termination.

A. The Owners reserve 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 Owners shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.

C. The Owners reserve the right to terminate this contract in the event that the Owners do not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.

5. Owner Inclusion. It is understood and agreed by the signing of this contract by all parties that the "Owner/s" shall be the City of Lincoln, Lancaster County, and the Public Building Commission of Lincoln, Nebraska.

A. Wherever in the contract documents, specification, insurance, bonds and terms and conditions or any other documents which are part of the contract, a singular entity is referenced (i.e., "the City", or "the County", etc.) it shall mean the "Owners" encompassing all three entities.

6. General Conditions. The City of Lincoln General Conditions, Reissued October 29, 1992, attached; and the City of Lincoln Standard Specifications For Municipal Construction 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.

7. 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.

8. 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 Owners 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.

9. 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.

10. 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.

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

12. Indemnification.

A. The Contractor agrees to indemnify and hold harmless and defend the Owners and any of their 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 Owners for any damage resulting from the sole negligence of the Owners or their employees.

13. 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.

C. All permits required by the Owners for the performance of the work associated herewith shall be secured through the City's Department of Building and Safety and shall be paid for by each department/agency on a project-by-project basis.

14. Owners's Representatives. Departmental/agency representatives identified in attached
Schedule B, or their designated representatives shall act as the Owners' agent responsible for the administration of individual projects undertaken pursuant to this Contract.

15. Warranty. Construction services performed by Contractor pursuant to the terms of this Contract shall be subject to a two-year warranty for materials and workmanship.

16. Contract Bonds.
A. Each Unit Price Project executed under the provisions of this Contract shall be bonded separately.

17. Exempt Sales Certificate.
A. The Owners shall furnish the Contractor with a Purchasing Agent Appointment and Exempt Sale Certificate Form for projects which involve work which are considered by the State of Nebraska as exempt from sales tax.

B. Certain projects undertaken pursuant to this Contract may not be sales tax exempt.

18. Quotations for Individual Unit Price Projects.
A. Quotations shall be written on the Unit Price Quotation Form, Attachment 1, showing a breakdown on the contract unit prices for labor, overhead and profit.

B. All quotations submitted on the Unit Price Quotation Form shall be considered "not to exceed" proposals.

C. Owners reserve the right to request competitive quotes from two or more Unit Price Contractors in the same construction discipline for a "fixed lump sum" price and time completion quote at the discretion of each departmental/agency representative. The departmental/agency representative shall select the contractor with the most favorable price and/or completion date.

D. 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.

19. Use of Contractors. The Owners, in their sole discretion, shall determine which respective projects will be offered to any of the Unit Price Contractors which the Owners believe are in their best interests.

20. Use of Subcontractors. The Owners recommend, but do not require, the selection of subcontractors from the existing list of Unit Price Contractors.

21. Notice to Proceed.

A. No work shall be done for the Owners 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.

22. 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 job site location, date of project, and a fully itemized list of rates and quantities 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.

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

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

25. Non Exclusive Relationship. The Contractor shall not necessarily be the sole contractor for the purpose of providing the services and material necessary to meet all the needs of the Owners. The Owners hereby expressly reserve the right, in their sole discretion, to enter into similar agreements with or purchase similar services from one or more providers.

A. In case of an emergency, after the Owners have contacted the Contractor and if the Contractor is unavailable or unable to perform the necessary services, the Owners reserve the right to contact other contractors.

IN WITNESS WHEREOF, the contractor and the Owners do hereby execute this contract:

Dated this ____day of _____, 2006.

Lancaster County, Nebraska

Contract Approved as to Form:

_____
Lancaster County Attorney

County of Lancaster, Nebraska

_____
Chairperson, Board of Commissioners

Public Building Commission

Attest:

_____
Lancaster County Clerk

_____
Chairperson, Public Building Commission

City of Lincoln, Nebraska

Attest

_____
City Clerk

_____
Mayor

Contractor

Dickey & Burham, Inc.
Company Name

3421 S. 7th Street, Suite #E
Street Address

Lincoln NE 68502
City State Zip Code

402-421-6000
Telephone Number(s)

By: Dickey & Burham, INc.

Steve N. Burham
Name (Print)

Signature

Vice-President
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.

SCHEDULE B
DEPARTMENTAL/AGENCY REPRESENTATIVES

Lincoln City Libraries
Gary Meier, Bldg. & Grounds Superintendent
14th & N Streets
Lincoln, NE 68508
441-8555, cellular 430-8129

Parks & Recreation Department
Jerry Shorney, Superintendent of Parks/Operations
2740 A Street
Lincoln, NE 68502
441-8259

StarTran
Glenn Knust, Maintenance Superintendent
710 J Street
Lincoln, NE 68508
441-8317

Public Works, Parking garages & Lots
Ken Smith, Administrator
555 S 10th Street
Lincoln, NE 68508
441-6097

Public Works & Utilities, Water Pollution Control
Steve Crisler, Asst. Superintendent/Maintenance
2400 Theresa Street
Lincoln, NE 68521
441-7966

City/County Property Management
Fred Little, Plant Operations Manager
920 O Street, Ste. 203
Lincoln, Ne 68508
441-7355, cellular 432-8526

Lancaster Manor
Jerry Allen, Director of Maintenance
1001 South Street
Lincoln, Ne 68502
441-7101, ext. 264

Police Garage
Pat Wenzl, Manager
635 J Street
Lincoln, NE 68508
441-7691

Lincoln Fire Department
John Huff, Assistant Chief of Administrative Services
1801 Q Street
Lincoln, NE 68508
441-8354

Lincoln Water System
John Miriovsky, Superintendent of Operations
2021 N 27th Street
Lincoln, NE 68503
441-7571

Public Works, Street & Traffic Operations
Bill Nass, Maintenance Coordinator
901 N 6th Street
Lincoln, NE 68508
44-7701

Public Works & Utilities, Solid Waste Operations
Karla Welding, Superintendent
6001 Bluff Road
Lincoln, NE
441-7867

Lancaster County Engineer
Virgil Dearmont, Bridge Division Head
444 Cherrycreek Road, Bldg. B
Lincoln, NE 68528
441-7681

Lancaster County Corrections
Robert Jarrett, Maintenance & Construction Mgr.
4420 N.W. 41st Street
Lincoln, NE 68524
441-7140

Company Name Dickey & Burham Inc. Copy

PROPOSAL FOR
UNIT PRICE CONSTRUCTION CONTRACT
FOR MISCELLANEOUS GENERAL CONSTRUCTION SERVICES
Specification 06-088

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.	Supervisor	$ 34.00	per hour
A.2.	Carpenter	$ 32.00	per hour
A.3.	Skilled Helper	$ 24.00	per hour
A.4.	Laborer	$ 22.00	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	15 %
D.2.	Overhead and profit of Item C (Equipment)	0 %
D.3.	Overhead and profit of all subcontractor costs	6 %

These Unit Price Proposals are offered by Dickey & Burham Inc. **, hereinafter referred to as the Bidder,**

- [x] A corporation organized and existing under the laws of the state of Nebraska.
- [ ] ~~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.

INTER-LOCAL 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.

XX 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. 06-088

Dickey & Burham Inc.
COMPANY NAME

PO Box 22555
STREET ADDRESS or P.O. BOX

Lincoln NE 68542-2555
CITY, STATE ZIP CODE

(402) 421-6000 (402) 421-6021
TELEPHONE No. FAX No.

Steve.Burham@Dickey-Burham-Inc.com
E-MAIL ADDRESS

BY (Signature)

Steven N. Burham
(Print Name)

Vice President
(Title)

March 15, 2006
(Date)

ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours **after** tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

Attachment 1

CITY OF LINCOLN, NEBRASKA

UNIT PRICE QUOTATION

GENERAL CONSTRUCTION SERVICES, Spec. 06-088

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
Supervisor			
Carpenter			
Skilled Helper			
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: _____

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