

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
Liquid Injection of Biosolids  
Bid No. 10-056**

**Parker Ag Services, LLC  
56036 Hwy 71  
Limon, CO 80920  
719.282.3574**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 1<sup>st</sup> day of June 2010, by and between Parker Ag Services, LLC, 56036 Hwy 71, Limon, CO 80920, 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 Liquid Injection of Biosolids, Bid No. 10-056** 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**

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:

**City will pay for products/service, according to the pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City 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 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. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a two (2) year term with the option for one (1) additional two (2) year renewal from the date of execution by both parties.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Instructions to Bidders
  2. Insurance Requirements
  3. Accepted Proposal/Response
  4. Contract Agreement
  5. Specifications
  6. Addendum #1
  7. Parker Ag Work Plan
  8. 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 OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
dated

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Secretary (SEAL)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Parker Ag Services, LLC  
Name of Organization

Limited Liability Company  
Type of Organization

53036 Hwy 71 Limon, CO 80828  
(Address)

By: Brian S. H.  
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	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address	
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact	
Phone	1 (402) 441-8309	Department	Purchasing	Department	
Fax	1 (402) 441-6513	Building	Suite 200	Building	
Bid Number	10-056 Addendum 1	Floor/Room		Floor/Room	
Title	Liquid Injection of Biosolids	Telephone	1 (402) 441-8309	Telephone	
Bid Type	Bid	Fax	1 (402) 441-6513	Fax	
Issue Date	03/19/2010	Email	rwalla@lincoln.ne.gov	Email	
Close Date	4/6/2010 12:00:00 PM CST				
Need by Date					

## Supplier Information

Company Parker Ag Services, LLC  
 Address 56036 Hwy 71  
  
 Limon, CO 80920  
 Contact Mike Scharp  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (719) 282-3574  
 Fax 1 (719) 282-3664  
 Email mike@parkerag.com  
 Submitted 4/5/2010 11:38:52 PM CST  
 Total \$0.342

Signature

## Supplier Notes

## Bid Notes

## Bid Messages

Please review the following and respond where necessary

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

2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Instructions to Bidders	I acknowledge reading and understanding the instructions to Bidders.	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Contact	Name of person submitting this bid:	Mike Scharp
8	Yearly Estimated Amount of Liquid	I acknowledge that the estimated yearly amount of liquid biosolids to be applied is 2,000,000 gallons. This amount is an estimate and could be more or less depending on various factors. My bid pricing is based on this estimated amount per year.	Yes
9	Contractor Submittals	I have attached the required submittals as listed in section 4 of the specifications in the Response Attachment section of my ebid response. YES or NO	YES
10	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

## Line Items

#	Qty	UOM	Description	Response
1	1	PKG	Biosolid Application - March 1st to May 30th	\$0.114

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	1	Gallon	0 - 3 Miles BID PRICE PER GALLON!	0.027

Supplier Notes:

1.2	1	Gallon	3.1 - 6 Miles BID PRICE PER GALLON!	0.028
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Supplier Notes:

1.3	1	Gallon	6.1 - 9 Miles BID PRICE PER GALLON!	0.029
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Supplier Notes:

1.4	1	Gallon	9.1 - 12 Miles BID PRICE PER GALLON!	0.03
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Supplier Notes:

2	1	PKG	Biosolid Application - July 1 - September 30	\$0.114
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Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
2.1	1	Gallon	0 - 3 Miles BID PRICE PER GALLON!	0.027

Supplier Notes:

2.2	1	Gallon	3.1 - 6 Miles BID PRICE PER GALLON!	0.028
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Supplier Notes:

2.3 1 Gallon 6.1 - 9 Miles<br>  
BID PRICE PER GALLON! 0.029

Supplier  
Notes:

2.4 1 Gallon 9.1 - 12 Miles<br>  
BID PRICE PER GALLON! 0.03

Supplier  
Notes:

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3 1 PKG Biosolid Application - October 1 to December 31 \$0.114

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
3.1	1	Gallon	0 - 3 Miles  BID PRICE PER GALLON!	0.027

Supplier  
Notes:

3.2 1 Gallon 3.1 - 6 Miles<br>  
BID PRICE PER GALLON! 0.028

Supplier  
Notes:

3.3 1 Gallon 6.1 - 9 Miles<br>  
BID PRICE PER GALLON! 0.029

Supplier  
Notes:

3.4 1 Gallon 9.1 - 12 Miles<br>  
BID PRICE PER GALLON! 0.03

Supplier  
Notes:

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Response Total: \$0.342

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## City of Lincoln Biosolids Land Application Work Plan

### 4.1 Work Plan

Parker Ag plans to utilize three semi tanker transport units. Each unit will have the transport capacity of 6,500 gallons. There will be three truck drivers and one applicator driver assigned to the project. Robert Domenico is Parker Ag's Director of Operations and he will be directly in charge of the project. One of the on-site operations staff will be in charge of the day to day operations. The exact staff members will be provided to the City of Lincoln at least one week prior to each operational event.

### 4.2 Previous Work Experience and References

Parker Ag is providing the following references:

**Lodgepole, NE – Preston Richards – 308-483-5553** – Parker Ag dredged transported and land applied about 2 million gallons of biosolids to sites located and permitted by Parker Ag. This project occurred in the summer of 2007.

**United States Air Force Academy, Colorado Springs, CO – Matt Lewis - 719-333-8394** – Parker Ag has transported and land applied about one million gallons per year from the Academy for about 10 years. The removal occurs on a year around basis.

**Eagle Sanitation District: Lynn Moser – 208-939-0132** Parker Ag was selected by the District to remove 1500 dry tons of accumulated biosolids in two lagoon cells. The goal of the program was to remove all of the solids from the treatment cells while the flow was diverted to another treatment plant so that the 11 acre and 3 acres ponds could have new linear installed directly on top of the existing linear. This project was done in the fall of 2007.

**Kootinai-Ponderay Sanitation District: Tim Closson – 208-263-0229** Parker Ag was retained by the District to remove accumulated solids from a part of their lagoon system. The primary issue to manage was the fact that the treatment plant is located in a residential neighborhood. As a result Parker Ag dewatered the solids so that few trucks loads had to be driven through the neighborhood. Parker Ag also worked with a locally permitted land application site in order to greatly reduce the cost of the overall project to the client. This project was completed in the fall of 2007.

**Arapahoe County/Lone Tree WWTP: Matthew Langrieg -- (303) 790-4839.** Parker Ag provides the Arapahoe County Water & Wastewater Authority (ACWWA) with wastewater biosolids management services. Under their contract, PAS has installed and operates a belt filter press to dewater the biosolids. The biosolids are discharged to Parker Ag's trucks and transported to agricultural sites permitted by PAS for land application of the biosolids. Parker Ag also periodically tests ACWWA's biosolids as required by State and federal regulations. PAS also compiles all reports for ACWWA's submission to the CDPH&E and USEPA.

**West Pueblo Water and Sanitation District: Scott Eilert – (719) 547-8605.** Since 2003 Parker Ag has provided disposal services for the District's annual sludge production. The material is high in selenium

and cannot be land applied. Each year Parker Ag dredges about three million gallons of sludge from holding lagoons. The sludge is dewatered using one of our belt filter presses and the cake subsequently air dried on site. Once the material is dried the material is land filled. This project has saved the District a substantial amount of money as the previous program involved liquid transport to a composting facility about 150 miles away.

**City of Windsor: Dennis Markham - (970) 686-2144** Annually, Parker Ag dredges and manages about five million gallons of biosolids for the City of Windsor. Parker Ag has held this contract since 2004 when we replaced the previous contractor who was unable to deal with wet weather restrictions. The biosolids are dewatered using one of our belt filter presses and the resulting cake is air dried and composted on site. The end product is either sold by Parker Ag to local outlets or to farmers.

**City of Brighton: Kim Schoen – (303) 655-2092.** Parker Ag has provided biosolids management services since the summer of 1999. Previously, the City had air-dried its biosolids, but after it became apparent that that operation was producing too much odor and that, in order to avoid additional issues, the biosolids needed to be quickly removed on a routine basis, Brighton entered into a contract with Parker Ag. We use two roll-off containers for this project; Brighton staff loads them and each day, the loaded container is removed for land application and returned to the wastewater treatment plant. We annually manage about 5,500 wet tons for Brighton.

**Centennial Water & Sanitation District: Randy Myers – (303) 791-7181.** Based upon Parker Ag's performance land applying accumulated biosolids during the District's construction program, we were awarded a contract to manage all daily production of biosolids. Parker Ag provides roll-off containers to remove biosolids on a daily basis for land application. Parker Ag was selected to provide the services based upon past performance and ability to meet the District's demands. Parker Ag has provided these services to the District since 1999 and we manage an estimated 5,000 wet tons of biosolids annually. Centennial is a partner in Parker Ag's Pankake Ranch public-private partnership.

**New York City/Synagro: Pete Sarin, Synagro – (973) 601-9212 x 208.** PAS has been involved in managing NYC's biosolids since 1991. Under subcontract to the City's prime contractor since 1998, PAS annually receives between 60,000 and 120,000 wet tons of biosolids delivered via rail, transports the biosolids to the fields, lime-stabilizes the biosolids as necessary, and land applies the material generally to fields planted to wheat. Because of the extensive community outreach program initiated and maintained throughout the years, this "most successful, large-scale biosolids project no one has ever heard about," program has been the recipient of multiple national awards.

#### 4.3 Personnel

Robert Domenico is Parker Ag's Director of Operations. He will be directly responsible for the project. One of the truck drivers will be the foreman of the project. He will be responsible for day to day operations. Robert will meet with plant staff prior to the project beginning so that all lines of communications are agreed upon prior to the project beginning.

#### 4.4 Transport and Application Equipment

##### Trucks

Parker Ag will use three fully licensed semi tractors to pull the tankers on this project.

##### Tankers

Parker Ag will have three tankers for this project. Each tanker is capable of transporting 6,500 gallons each.

##### Applicator

Parker Ag utilizes a Balzer liquid sludge injector. The applicator has a 7,500 gallon capacity and is pulled by a four wheel powered farm tractor.

## **Specifications for Liquid Injection of Biosolids**

### **1. SCOPE**

- 1.1 The Lincoln Wastewater System is soliciting bids for the transportation and land application of liquid digested biosolids from the Northeast Wastewater Treatment Facility in Lincoln, Nebraska.
  - 1.1.1 The contract will require land application of biosolids (subsurface injection) on sites which have been selected by the City and within designated time frames that are compatible with crop planting and rotations desired by the customer.
  - 1.1.2 There may be application sites requiring the use of no-till equipment to minimize soil break-up and disturbance.
  - 1.1.3 The application sites may be private farm ground within a radius of 12 miles and/or crop ground within the City's Landfill site which is adjacent to the Northeast Injection site (See Figure 2 for the location of City Landfill property).
  - 1.1.4 The City intends to provide a minimum of 30 days notice to the Contractor for each application event indicating the location, total acres for application, and estimated haul volume.
  - 1.1.5 The Biosolids Coordinator will determine the desired application rate in gallons per acre for each application event.
- 1.2 The hauling and land application contract shall be for a period of (2) two years with the option for (1) one additional (2) two year renewal.
- 1.3 Vendor shall submit bid documents and all supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.
  - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
  - 1.4.2 The City of Lincoln/Lancaster County shall only reply to written inquiries received within five (5) calendar days of bid opening.

### **2. GENERAL**

- 2.1 The Northeast Wastewater Treatment Facility treats approximately 6 million gallons of domestic and industrial wastewater per day.
  - 2.1.1 Residual solids from the treatment process are anaerobically digested.
  - 2.1.2 Following digestion, the digested sludge is pumped to a 8 million gallon storage lagoon located approximately 3 miles north of the treatment facility.
  - 2.1.3 The lagoon is located on a 440 acre injection site which is dedicated to land application of biosolids through sub-surface injection.
  - 2.1.4 Biosolids are pumped from the lagoon through a piping network equipped with discharge hydrants to individual fields within the injection site.
  - 2.1.5 Biosolids are subsurface applied utilizing a tractor equipped with direct no-till injectors and a connection hose from the hydrant to the injector.
  - 2.1.6 The biosolids generated through the anaerobic digestion process have a solids content ranging from 2.5% - 4.0% solids.
  - 2.1.7 The injection site has been in operation since 1980.
- 2.2 In 1997, the City expanded the sludge distribution pipeline across 70<sup>th</sup> street and added additional application fields (Fields 13 and 14) which are fields located on the City's Sanitary Landfill property.
  - 2.2.1 There are 3 discharge hydrants within Fields 13 and 14.

3. **DEFINITIONS**

- 3.1 City shall mean The Lincoln Wastewater System.
- 3.2 Biosolids Coordinator shall mean Mr. Steve Crisler, Facility Maintenance Coordinator, Lincoln Wastewater System, 402.441.7966, [scrisler@lincoln.ne.gov](mailto:scrisler@lincoln.ne.gov).
- 3.3 POTW Supervisor shall mean Mr. Brad Barber, Assistant Superintendent of Operations, Lincoln Wastewater System, 402.441.7965, [bbarber@lincoln.ne.gov](mailto:bbarber@lincoln.ne.gov).
- 3.4 "Bidder" is synonymous with "Contractor"
- 3.5 Biosolids are anaerobically digested Class B sludge residuals from the Northeast Wastewater Treatment Facility.

4. **CONTRACTOR RESPONSIBILITIES**

- 4.1. **Work Plan**
  - 4.1.1 The Bidder shall provide a Work Plan narrative describing how the Bidder plans to accomplish the work.
  - 4.1.2 The Work Plan shall indicate the numbers and types of equipment to be used on this contract, the number of personnel assigned to the work, and the titles and responsibilities of key personnel.
- 4.2 **Previous Work Experience and References**
  - 4.2.1 The Bidder shall provide a narrative describing previous work experience in land application of biosolids including volume of biosolids applied, method of application(s), dates, and locations of similar projects.
  - 4.2.2 The Bidder shall provide a minimum of two references including name, organization, City, State, and phone number.
- 4.3 **Contractor Personnel**
  - 4.3.1 The Bidder shall designate a manager responsible for the supervision of daily work activities and maintaining contact with the Biosolids Coordinator and POTW supervisor.
  - 4.3.2 The Bidder shall employ competent, experienced, trained and DOT licensed personnel at all times when performing services specified in this Agreement.
- 4.4 **Transportation and Equipment Requirements**
  - 4.4.1 The Bidder shall provide a list and description of all equipment that would be available for use on this contract.
  - 4.4.2 Biosolids shall be transported in fully sealed vehicles which prevent spillage of biosolids or liquids.
  - 4.4.3 Minimum hauling capacity of tankers used to haul biosolids from the injection site to the application site shall be 4,000 gallons.
  - 4.4.4 The Bidder shall have a minimum of two tanker trucks for transporting biosolids.
  - 4.4.5 The injection equipment shall incorporate the use of high flotation tires to minimize soil compaction.
  - 4.4.6 The injector shall have a magnetic flow meter to determine injection rates.
  - 4.4.7 Transporting equipment shall be designed to prevent biosolids from coming in contact with wheels and axles in order to prevent drag-out of materials on to roadways.
  - 4.4.8 Equipment shall be adequately maintained in good repair to insure constant reliability and prevent leakage of biosolids.
  - 4.4.9 The Bidder shall be responsible for daily cleanup of all fluid and lubricant spills/leaks which occur on City or private property.
  - 4.4.10 Equipment shall be maintained in a clean and presentable condition reflecting a positive image on the City and its' biosolids application program.

- 4.4.11 Equipment shall be signed with the Contractor's name/logo and telephone number.
- 4.4.12 The Contractor shall comply with all vehicle licensing, registration, and weight restriction laws and requirements.
- 4.4.13 The Contractor may use the City's heavy equipment washout area located at the Bluff Road Landfill to clean vehicles used in hauling biosolids.
  - 4.4.13.1 Use of the facility is conditioned on the Contractor's performance in keeping the facility clean and proper use of the cleaning equipment.
- 4.5. Load-out Operations at the Injection Site
  - 4.5.1 The injection site is equipped with a centrifugal pump (approx. 600 gpm) connected to a discharge line which can fill tanker trucks at the top of the tank.
    - 4.5.1.1 The fill assembly is also equipped with a flow meter and totalizer to measure fill volume on each load.
    - 4.5.1.2 City personnel will be available to control and provide filling operations and to log fill quantities during application.
  - 4.5.2 The Contractor shall keep a separate log of loads hauled indicating the date, time, and volume of load.
    - 4.5.2.1 The City and the Contractor shall confirm haul quantities and haul distances on a daily basis.
    - 4.5.2.2 These logs shall be submitted with the Contractor's payment requests.
  - 4.5.3 The Contractor shall coordinate the work schedule with the POTW supervisor to insure City personnel are available for filling operations.
  - 4.5.4 Temporary load-out interruptions as a result of equipment failure or power outages shall not be cause for additional compensation to the Contractor.
- 4.6 Delivery to Land Application Sites
  - 4.6.1 The Bio-Solids Coordinator will determine the preferred route and measured distance (in miles) to the application site.
  - 4.6.2 Coordination of load-out and application procedures shall be coordinated with the Bio-Solids Coordinator.
  - 4.6.3 Coordination of delivery dates and time frames shall be coordinated with the Bio-Solids Coordinator.
  - 4.6.4 Generally, load-out and delivery will not be performed on City observed holidays.
  - 4.6.5 Inclement weather, which prevents biosolids application, shall not be cause for additional compensation to the Contractor.
  - 4.6.6 During transport of biosolids, there shall be no leakage of material on roadways.
    - 4.6.6.1 The Contractor shall be responsible for immediate clean-up in the event a spill occurs.
    - 4.6.6.2 The Contractor must notify the City's Biosolids Coordinator immediately whenever a spill occurs on roadways, right of ways, City property or private property.
  - 4.6.7 Liquid biosolids shall be applied along the contour of the land to prevent erosion of soils and biosolids.

**5. CITY RESPONSIBILITIES**

- 5.1 The City and the Biosolids Coordinator shall determine the acceptable time frame or window for delivery of biosolids to the application site(s).
- 5.2 Biosolids application rates on individual sites shall be determined by the Bio-Solids Coordinator.
- 5.3 The City shall provide personnel for pumping and loading of transport tankers.
- 5.4 The City shall keep detailed records of load volumes and delivery distance for payment purposes.

**6. BASIS OF MEASUREMENT AND PAYMENT**

- 6.1 Compensation for land application services shall be calculated using the total volume applied multiplied by the appropriate per-gallon rate associated with the appropriate pay-radius and season as defined below.
  - 6.1.1 Calculated compensations will be done on an individual application site basis. Distance radii will be measured to the nearest 0.1 miles.
- 6.2 For purposes of this agreement, the three seasons of application are: March 1<sup>st</sup> thru May 30<sup>th</sup>, July 1<sup>st</sup> thru September 30<sup>th</sup>, and October 1<sup>st</sup> thru December 31<sup>st</sup>.
  - 6.2.1 The Bidder shall provide the costs of application in dollars per gallon for three individual site radii and for each season.
  - 6.2.2 The City may request biosolids application in any or all of the seasons.
  - 6.2.3 The City's intent is to apply a minimum of 2 million gallons per contract year under this agreement.

**7. BIDDING MATRIX**

Pay Radius	Mar 1st thru May 30 <sup>th</sup>	Jul 1 <sup>st</sup> thru Sep 30 <sup>th</sup>	Oct 1 <sup>st</sup> thru Dec 31 <sup>st</sup>
0 – 3 miles	\$/gallon	\$/gallon	\$/gallon
3.1 – 6 miles	\$/gallon	\$/gallon	\$/gallon
6.1 – 9 miles	\$/gallon	\$/gallon	\$/gallon
9.1 - 12 miles	\$/gallon	\$/gallon	4/gallon

The application cost rate shall include all Contractor costs (labor, materials, hauling cost, taxes, licensing, insurance, etc)

**8. BASIS OF AWARD**

- 8.1 The City will evaluate the bid proposals using the following criteria.
- 8.2 Cost of application.
  - 8.2.1 The City will compute the average application cost in \$/gal by averaging all of the application rates (12) submitted by the Bidder in the Proposal. (Four pay radii and three seasons)
- 8.3 Work Plan description submitted by Bidder.
- 8.4 Previous experience on similar projects.
- 8.5 Reference feed-back.

# **ADDENDUM #1**

**Issue Date:03/26/10**

## **SPECIFICATION NO. 10-056**

**FOR**

### **LIQUID INJECTION OF BIOSOLIDS**

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. **Question:** Can you provide the bid results from the previous bid?  
**Answer:** The pricing for the current contract period is posted on the Purchasing website.  
Go to [lincoln.ne.gov](http://lincoln.ne.gov)  
Type contracts in the search box  
Click search  
Click "L" under Service Contracts  
Scroll down to Liquid Injection of Biosolids  
Click Hodges  
Scroll down to response from 07 bid
  
2. **Question:** Do you typically spread more than 2 million gallons each year and what are the breakdowns of previous years?  
**Answer:** 2007 - 3,100,000  
2008 - 9,500,000  
2009 - 3,900,000
  
3. **Question:** In the 0-3 mile distance, can that be umbilical cord injected directly from plant or does it need to be hauled?  
**Answer:** It must be hauled from any distance.

End of Addendum #1

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

E-Bid

### 1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2006 shall apply.
  - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
  - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
  - 1.7.3 Said document is available on the web site.  
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdnspec/index.htm>

### 2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
  - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8<sup>th</sup> St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
  - 2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
  - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

### 3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

**4. CLARIFICATION OF BIDDING DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

**5. ADDENDA**

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

**6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

**8. BRAND NAMES**

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

**9. DEMONSTRATIONS/SAMPLES**

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

**10. DELIVERY (Non-Construction)**

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

## **11. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
  - 11.1.1 Manufacturer's warranties and/or guarantees.
  - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the City, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

## **12. ACCEPTANCE OF MATERIAL**

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
  - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
  - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

## **13. BID EVALUATION AND AWARD**

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

## **14. INDEMNIFICATION**

- 14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**15. TERMS OF PAYMENT**

15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

**16. LAWS**

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.  
16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

**17. EQUIPMENT TAX ASSESSMENT**

17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

**18. AFFIRMATIVE ACTION**

18.1 The City of Lincoln Purchasing Division provides equal opportunity for all Bidders and encourages minority businesses and women's business enterprises to participate in our bidding process per the Lincoln Municipal Code Chapter 11.

**19. LIVING WAGE**

19.1 The Bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

**20. INSURANCE**

20.1 All Bidders shall take special notice of the insurance provisions required for all City contracts (see *Insurance Requirements for All City Contracts*).

**21. EXECUTION OF AGREEMENT**

21.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:

- a. The contract shall consist of a **PURCHASE ORDER** and a copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
- b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the Bidder's bid response attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
- c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
  - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of signature shall be attached.
  - 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
  - 3. The City will sign the Contract, insert the date of signature at the beginning of the Contract, prepare an Executive Order to go the Mayor for signature.
  - 4. Upon approval and signature from the Mayor, the City will return one copy to the successful Bidder.

**22. TAXES AND TAX EXEMPTION CERTIFICATE**

22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

**23. CITY AUDIT ADVISORY BOARD**

23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. **E-VERIFY**

24.1 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. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).

# INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

## 1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

## 2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

**B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
<b>Worker's Comp.</b>			
	State	Statutory	
	Applicable Federal	Statutory	
<b>Employer's Liability</b>			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

**C. Commercial General Liability Insurance.**

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

**D. Vehicle liability insurance coverage.**

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

**E. Railroad Protective Liability.** If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.** The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

### 3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
- is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
  - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
- (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

C. The obligations of indemnification herein shall not include or extend to:

- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
- (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.

D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

#### **4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.**

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

#### **5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.**

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

#### **6. PROPERTY INSURANCE/ BUILDER'S RISK.**

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.



**ACORD™****CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
05/24/2010PRODUCER  
PINNACOL ASSURANCE  
7501 E Lowry Blvd  
Denver, CO 80230-7006THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY  
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE  
COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURERS AFFORDING COVERAGE****NAIC#**INSURED  
PARKER AG SERVICES LLC  
53036 STATE RD 71  
LIMON, CO 80828INSURER A: **PINNACOL ASSURANCE****41190**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIERS PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE	
						DAMAGE TO RENTED PREMISES	
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	
						GENERAL AGGREGATE	
						PRODUCTS - COMP/OP AGG	
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea Accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN EA ACC	
						AUTO ONLY: AGG	
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	
						AGGREGATE	
<b>A</b>		<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below	4123044	05/01/2010	05/01/2011	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS	
		OTHER				E.L EACH ACCIDENT	\$1,000,000
						E.L DISEASE - EA EMPLOYEE	\$1,000,000
						E.L DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**CERTIFICATE HOLDER**1237420  
City of Lincoln  
440 South 8th Street  
Suite 200, Southwest Wing  
Lincoln NE 68508**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**Nicholas Brown  
Underwriter

ACORD CORPORATION 1988

ACORD 25(2001/08)

## CERTIFICATE HOLDER COPY

City of Lincoln  
440 South 8th Street  
Suite 200, Southwest Wing  
Lincoln NE 68508

### **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.