

**Amendment to Agreement for
Snow Removal - Hauling Services
Bid No. 14-146
City of Lincoln
Company Name Change**

This Amendment is hereby entered into by and between Dickey-Hinds-Muir Incorporated, P.O. Box 22555, Lincoln, NE 68542 (hereinafter "Contractor") and the City of Lincoln (hereinafter "City"), for the purpose of amending the Executive Order No. 87361, dated July 29, 2014, (the "Agreement"), for Snow Removal - Hauling Services, Bid No. 14-146 which is made a part of this amendment by this reference.

WHEREAS, the parties desire to change the name reflected in the contract from Dickey & Burham Inc. to Dickey-Hinds-Muir Incorporated as stated in Attachment A; and

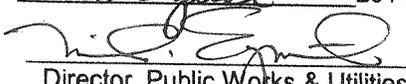
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under Executive Order No. 87361, and stated herein the parties agree as follows:

- 1) This Agreement shall reflect the name change of Dickey & Burham Inc. to Dickey-Hinds-Muir Incorporated as stated in Attachment A.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

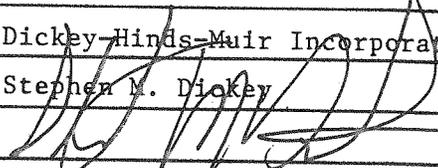
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>29th</u> day
of <u>August</u> 2014

Director, Public Works & Utilities
11698
Directorial Order No.

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Dickey-Hinds-Muir Incorporated (effective 9/1/14)
By: (PLEASE PRINT)	Stephen M. Dickey
By: (PLEASE SIGN)	
Title:	President
Company Address:	PO Box 22555, Lincoln NE 68542-2555
Company Phone & Fax:	(402) 421-6000 fax: (402) 421-6021
E-Mail Address	Steve.Dickey@dhmlincoln.com (effective 9/1/14)
Date:	August 12, 2014
Contact Person for Orders or Service	Donald P. Hinds, Secretary-Treasurer
Phone No.	(402) 421-6000

DICKEY & BURHAM, INC.



P.O. BOX 22555

LINCOLN, NE 68542-2555

(402) 421-6000

Fax: (402) 421-6021

To: Our Valued Clients, Vendors & Subcontractors
From: Steve Dickey, Don Hinds & Adam Muir
Date: August 1, 2014
Subject: Corporate Name Change

This letter is to inform you that on September 1, 2014, our corporate name will change from Dickey & Burham, Inc., to Dickey = Hinds = Muir Incorporated. This name change reflects our current company ownership. Steve Dickey is a founder of the company which was incorporated 27 years ago. Adam Muir has been a partner since 2006 and Don Hinds became a partner in 2009.

The daily operation of the company will remain the same so there will be minimal changes noticed by you, our valued business associates. Our physical address, mailing address, office, cell phone and fax numbers will remain the same. You will be informed at a later date regarding e-mail address changes.

Thank you for your continued patronage and support of Dickey = Hinds = Muir Incorporated. We appreciate all of the professional business relationships we have made over the years.

Handwritten signature of Stephen M. Dickey in black ink.

Stephen Dickey
President

Handwritten signature of J. Adam Muir in black ink.

J. Adam Muir
Vice-President

Handwritten signature of Donald P. Hinds in black ink.

Don Hinds
Secretary / Treasurer

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
SNOW REMOVAL - HAULING SERVICES
BID NO. 14-146**

**Dickey & Burham
PO Box 22555
Lincoln, NE 68542-2555
402-421-6000**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered by and between Dickey & Burham Inc., PO Box 22555, Lincoln, NE 68542-2555, 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 Snow Removal - Hauling Services, Bid No. 14-146 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 - One Truck

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The Owners will pay for products/services, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. All contracts awarded from Bid No. 14-146 will combine for a total amount estimated at \$133,300.00.

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 hauling services.
 - 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 (1) one year term with the option to renew for up to three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Specifications
 4. Special Provisions
 5. Addendum No. 1
 6. Insurance Requirements
 7. Instructions to Bidders
 8. Notice to Bidders
 9. 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:

Torrey J. Meyer
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Executive No. 087361

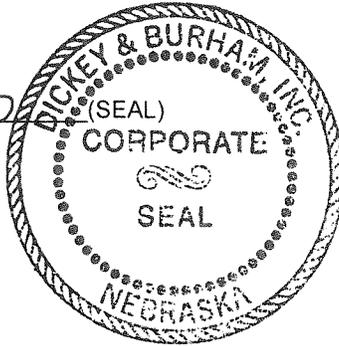
Dated 7-29-14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Donald P. Hug
Secretary



Dickey & Burham Inc

Name of Corporation

PO Box 22555, Lincoln NE 68542-2555
(Address)

By: *J. Alan Meier*
Duly Authorized Official

Vice President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing\City & County	Address
Email	smulder@lincoln.ne.gov		440 S. 8th St.	
Phone	(402) 441-7428		Lincoln, NE 68508	Contact
Fax	(402) 441-6513	Contact	Sharon Mulder, Asst. Purchasing Agent	Department Building
Bid Number	14-146 Addendum 1			
Title	Snow Removal - Hauling Services	Department Building		Floor/Room Telephone Fax Email
Bid Type	Bid			
Issue Date	05/23/2014	Floor/Room		
Close Date	6/11/2014 12:00:00 PM CT	Telephone	(402) 441-7428	
Need by Date		Fax	(402) 441-6513	
		Email	smulder@lincoln.ne.gov	

Supplier Information

Company Dickey & Burham Inc.
 Address PO Box 22555
 Lincoln, NE 68542-2555

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 4216000
 Fax 1 (402) 4216021
 Email
 Submitted 6/6/2014 2:53:26 PM CT
 Total \$3.60

Signature _____

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/veninst.ppt>

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
5	Contact	Name of person submitting this bid:	J. Adam Muir
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	Disaster Plan Participation	DISASTER PLAN PARTICIPATION: DISASTER PLAN PARTICIPATION: If awarded a contract, can the City of Lincoln call on your firm to participate in a disaster relief/cleanup plan with your company performing duties similar to those in the contract? YES or NO If YES, I understand that the terms and pricing will not deviate from the executed contract.	Yes, I wish to participate.
10	Electronic Signature	Please check here for your electronic signature.	Yes
11	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	HOUR	Vehicle 1 -- Cost per Cubic Yard per Hour The following equation shall be used for computing your bid: Dividing the hourly rate for the truck/driver by the cubic yard capacity of the box to determine the cost per cubic yard per hour.	\$3.60

Item Notes: BIDDER'S NOTE: IF MORE THAN ONE TRUCK IS TO BE USED FOR SNOW REMOVAL, ADDITIONAL TRUCKS MUST BE ENTERED ON A NEW LINE. If you are submitting a price for more than 15 trucks, call Purchasing @ 402-441-7428 and additional lines will be entered.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Truck No.	Truck No.	65
2	Year	Year of Vehicle	1996
3	Make	Make	Freightliner
4	Model	Model	FL80
5	License Plate No.	License Plate No.	RJT505
6	Color	Color	white
7	Truck Body I.D.	Truck Body I.D. (___"L X ___"W X___" Side Height)	188.5 x 89 x 58
8	Cu. Yd. Capacity	Cu. Yd. Capacity	20.82
9	Hourly Rate	Hourly Rate	75.00

2	1	HOUR	Vehicle 2 -- Cost per Cubic Yard per Hour The following equation shall be used for computing your bid: Dividing the hourly rate for the truck/driver by the cubic yard capacity of the box to determine the cost per cubic yard per hour.
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Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Truck No.	Truck No.	
2	Year	Year of Vehicle	