

**AMENDMENT TO CONTRACT  
CITY OF LINCOLN/LANCASTER COUNTY/LINCOLN-LANCASTER COUNTY PUBLIC  
BUILDING COMMISSION  
FOR THE ANNUAL REQUIREMENTS FOR SNOW AND ICE REMOVAL SERVICES  
BID NO 12-124  
ADDITIONAL LOCATIONS**

This Amendment is hereby entered into by and between Mr. Yards and More, LLC, 8729 Remi Drive, Lincoln, NE 68526-1027 (hereinafter "Contractor") and The City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of renewing the Contract C-12-0461, dated August 14, 2012, and E.O. 85402, dated October 1, 2012, (the "Contract"), for The Annual Requirements for Snow and Ice Removal Services, Bid No. 12-124, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is October 1, 2012 through September 30, 2013, with the option to renew for **three (3)** additional one (1) year terms.

WHEREAS, the Contract was amended by the City D.O. 9996 on September 18, 2013, and by the County Contract C-13-0484, executed by the County Board on October 1, 2013, to renew the Contract for an additional one (1) year term from October 1, 2013 through September 30, 2014; and

WHEREAS, the parties wish to amend the Contract to add two additional City locations; and one existing Public Building Commission location from Line 15 from Bid Appendix I, per attached Appendix 2.

WHEREAS, the estimated expenditures for Public Building Commission for the term of this amendment shall not exceed \$1,500.00 without prior approval of the Lancaster County Board of Commissioners.

WHEREAS, the estimated expenditures for City Departments for the term of this amendment shall not exceed \$8,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-12-0461 and City E.O. 85402, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties wish to amend the Contract to add two additional City locations; and one existing Public Building Commission location from Line 15 from Bid Appendix I, per attached Appendix 2; and
- 2) The estimated expenditures for Public Building Commission for the term of this amendment shall not exceed \$1,500.00 without prior approval of the Lancaster County Board of Commissioners.
- 3) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$8,000.00 without prior approval by the City of Lincoln.
- 4) All other terms of the Contract, 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.

The Board of County Commissioners of Lancaster County, Nebraska

City of Lincoln, Nebraska



Executed this 0th day of January, 2015

Executed this 19th day of Dec., 2014

Deb Schorr  
Bryce Swayer  
Larry Anderson  
James [unclear]  
Kayla [unclear]

Jim Puckey

William Brown  
 Lancaster County Attorney

Supplier, please fill out the following Information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Mr Yards and More LLC
By: (Please Print)	Dennis Stephens
By: (Please Print)	<u>[Signature]</u>
Title: (Please Print)	owner
Company Address: (Please Print)	8729 Remi Dr
Company Phone & Fax: (Please Print)	402-217-3160
E-Mail Address: (Please Print)	DStephens75@gmail.com
Date: (Please Print)	12/1/14
Contact Person for: "Orders or Service" (Please Print)	Dennis Stephens
Phone Number: (Please Print)	402-217-3160

## **APPENDIX 2**

Facilities and Agents

### **City Locations**

LPD Substation - 48<sup>th</sup> & Huntington Avenue, Lincoln, NE  
Amtrak Station - 510 N. 5<sup>th</sup>, Lincoln, NE

### **Add Existing Line No. 15 from Existing Bid from Appendix 1 for Public Building Commission**

LPD Substation - 1501 N. 27<sup>th</sup>, Sidewalks, Lincoln, NE

AMENDMENT TO AGREEMENT  
CITY OF LINCOLN/LANCASTER COUNTY/LINCOLN-LANCASTER COUNTY PUBLIC  
BUILDING COMMISSION  
FOR THE ANNUAL REQUIREMENTS FOR SNOW AND ICE REMOVAL SERVICES  
BID NO 12-124  
SECOND RENEWAL

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RECEIVED  
OCT 02 2014  
LANCASTER COUNTY  
CLERK

This Amendment is hereby entered into by and between Mr. Yards and More, LLC, 8729 Remi Drive, Lincoln, NE 68526-1027 (hereinafter "Contractor") and The City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of renewing the Contract C-12-0461, dated August 14, 2012, and E.O. 85402, dated October 1, 2012, (the "Contract"), for The Annual Requirements for Snow and Ice Removal Services, Bid No. 12-124, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is October 1, 2012 through September 30, 2013, with the option to renew for **three (3)** additional one (1) year terms.

WHEREAS, the Agreement was amended by the City D.O. 9996 on September 18, 2013, and by the County Contract C-13-0484, executed by the County Board on October 1, 2013, to renew the agreement for an additional one (1) year period from October 1, 2013 through September 30, 2014; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning October 1, 2014 through September 30, 2015; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$1,200.00 without prior approval of the Lancaster County Board of Commissioners.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$10,200.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-12-0461 and City E.O. 85402, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year term beginning October 1, 2014 through September 30, 2015; and
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$1,200.00 without prior approval of the Lancaster County Board of Commissioners.
- 3) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$10,200.00 without prior approval by the City of Lincoln.
- 4) All other terms of the Contract, 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.

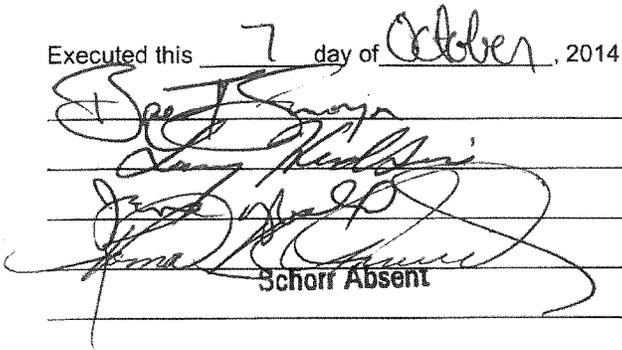
**IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.**

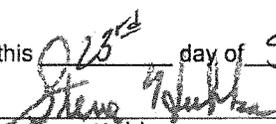
The Board of County Commissioners of  
Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 7 day of October, 2014

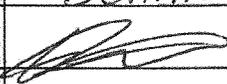
Executed this 13<sup>th</sup> day of Sept., 2014

  
Schorf Absent

  
Steve Hubka  
Finance Dept.

  
Lancaster County Attorney

Supplier, please fill out the following Information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Mr Yards and more LLC
By: Please Print)	Dennis Stephens
By: (Please Print)	
Title: (Please Print)	owner
Company Address: (Please Print)	8729 Rerri Dr
Company Phone & Fax: (Please Print)	402-217-3160
E-Mail Address: (Please Print)	DStephens75@G-mail.com
Date: (Please Print)	8/26/14
Contact Person for: "Orders or Service" (Please Print)	Dennis Stephens
Phone Number: (Please Print)	402-217-3160

RECEIVED  
09996

SEP 25 2013

C-13-0484  
LANCASTER COUNTY  
CLERK

AMENDMENT TO AGREEMENT  
CITY OF LINCOLN/LANCASTER COUNTY/LINCOLN-LANCASTER COUNTY PUBLIC  
BUILDING COMMISSION  
FOR THE ANNUAL REQUIREMENTS FOR SNOW AND ICE REMOVAL SERVICES  
BID NO 12-124  
FIRST RENEWAL

This Amendment is hereby entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Mr. Yards and More, LLC, 4010 W. Irving Circle, Lincoln, NE 68521 (hereinafter "Contractor") and The City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of renewing the Contract C-12-0461, dated August 14, 2012, and E.O. 85402, dated October 1, 2012, (the "Contract"), for The Annual Requirements for Snow and Ice Removal Services, Bid No. 12-124, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is October 1, 2012 through September 30, 2013, with the option to renew for **three (3)** additional one (1) year terms.

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning October 1, 2013 through September 30, 2014; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$1,200.00 per year without approval by the Lancaster County Board.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$10,200.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-12-0461 and E.O. 85402, and stated herein the parties agree as follows:

1. The Contract shall be renewed for an additional one (1) year term beginning October 1, 2013 through September 30, 2014.
2. The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$1,200.00 per year without approval by the Lancaster County Board.
3. The estimated expenditures for City Departments for the term of this renewal shall not exceed \$10,200.00 without prior approval by the City of Lincoln.
4. All other terms of the Contract, 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.

The Board of County Commissioners of  
Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 1 day of October, 2013

Executed this 12<sup>th</sup> day of Sept, 2013

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

[Signature]  
Finance Director

[Signature]  
Lancaster County Attorney

Executed this 8<sup>th</sup> day of October, 2013  
[Signature]  
Lincoln-Lancaster County Public Building  
Commission

[Signature]  
Public Building Commission Attorney

Supplier, please fill in the following information and mail back to our office; a faxed copy is not acceptable.

Company Name:	Mr yards and more LLC
By: (Name & Title)	(Please Print) Dennis Stephens - owner
By: (Name & Title)	(Please Sign) <u>[Signature]</u> - owner
Company Address:	8729 RERI Dr
Company Phone & Fax:	402 217 3160
Date:	Dated this <u>9</u> day of <u>September</u> 2013

**Amendment to Agreement for  
Snow and Ice Removal Services  
Bid No. 12-124  
(Additional Service Location)**

This Amendment is hereby entered into on this 31 day of December, 2012, by and between **Mr. Yards and More, LLC, 4010 W. Irving Circle, Lincoln, NE 68521** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **October 1, 2012**, E. O. No. **85402**, (the "Agreement"), for **Snow and Ice Removal Services, for City Departments, Bid No. 12-124**, which is made a part hereof by this reference.

WHEREAS, the parties wish to add the Northeast Police Station at 48<sup>th</sup> and Huntington Street and the parking lots located behind the businesses on Havelock Avenue between 60<sup>th</sup> and 63<sup>rd</sup> Street for snow removal to be serviced by this snow removal contract:

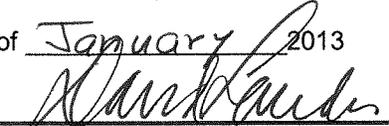
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under City Executive Order No. 85402, and stated herein the parties agree as follows:

- 1) The parties agree to add the Northeast Police Station at 48<sup>th</sup> and Huntington Street and the parking lots located behind the business on Havelock Avenue between 60<sup>th</sup> and 63<sup>rd</sup> Street for snow removal to be serviced by this snow removal contract.
- 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>3rd</u> day of <u>January</u> 2013  Director, Urban Development
--

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

Dated \_\_\_\_\_

Company Name: (PLEASE PRINT)	<u>Mr Yards and more LLC</u>
By: (PLEASE PRINT)	<u>Dennis Stephens</u>
By: (PLEASE SIGN)	
Title:	<u>owner</u>
Company Address: (PLEASE PRINT)	<u>4010 W Irving Cir, Lincoln NE 68521</u>
Company Phone & Fax: (PLEASE PRINT)	<u>402-217-3160</u>
E-Mail Address: (PLEASE PRINT)	<u>Dstephens75@gmail.com</u>

0-12-0461

85402

**RECEIVED**

AUG 08 2012

LANCASTER COUNTY  
CLERK

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN, NEBRASKA,  
LANCASTER COUNTY,  
LINCOLN - LANCASTER COUNTY  
PUBLIC BUILDING COMMISSION**

**ANNUAL REQUIREMENTS  
FOR  
SNOW AND ICE REMOVAL SERVICES  
BID NO. 12-124**

**Mr. Yards and More, LLC  
4010 W. Irving Circle  
Lincoln, NE 68521  
402. 217-3160**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and  
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between **Mr. Yards and More, LLC, 4010 W. Irving Circle, Lincoln, NE 68521**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have 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 **The Annual Requirements For Snow & Ice Removal Services, Bid No. 12-124**  
and,

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

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; © provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to Lines 23-42 of Appendix A (Facilities and Agents).**

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

**Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. Owners shall order on an as needed basis for the duration of the contract.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
  
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
  
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
  
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
  
8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a **one year term with the option to renew for up to three (3) additional one (1) year terms.**

9. The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreements
2. Accepted Proposal - Supplier Response
3. Specifications
4. Appendix 1 - Facilities and Agents
5. Bid Tabulation from 08-212
6. Notice to Bidders
7. Instruction to Bidders
8. Insurance Requirements
9. Addendum #1 and Addendum #2
10. Sales Tax Exemption Form 13
11. Acord Certificate of Liability Insurance

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

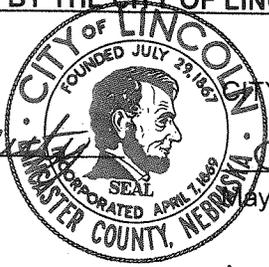
The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier, Deputy  
City Clerk



Mayor  
CITY OF LINCOLN, NEBRASKA

Approved by Executive Order No: 085402

dated Oct. 1, 2012

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest: Rad Couper  
Public Building Commission Attorney

Harry Hudkins  
Chairperson, Public Building Commission  
dated 9-13-12

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Bretton Behrens  
for Lancaster County Attorney

The Board of County Commissioners of  
Lancaster, Nebraska

Jane Kefauver  
Bernie Keen  
Bob Scharr  
Harry Hudkins  
Eric Snoyer  
dated 8/14/12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

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

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

\_\_\_\_\_  
Address

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

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

IF OTHER TYPE OF ORGANIZATION:

Mr. Yards and more LLC  
\_\_\_\_\_  
Name of Organization

LLC  
\_\_\_\_\_  
Type of Organization

4010 W Irving Cir  
\_\_\_\_\_  
Address

By:   
\_\_\_\_\_  
Member

By: Dennis Stephens  
\_\_\_\_\_  
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 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7410			
Fax	(402) 441-6513			
Bid Number	12-124 Addendum 2	Department	Purchasing	Department
Title	Snow & Ice Removal Services	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	05/09/2012	Telephone	(402) 441-7410	Telephone
Close Date	5/23/2012 12:00:00 PM CST	Fax	(402) 441-6513	Fax
Need by Date		Email	smulder@lincoln.ne.gov	Email

## Supplier Information

Company Mr Yards and More LLC  
 Address 4010 W Irving Cir  
  
 Lincoln, NE 68521  
 Contact Dennis Stephens  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 217-3160  
 Fax 1 (000) 000-0000  
 Email dstephens75@gmail.com  
 Submitted 5/21/2012 1:21:21 PM CST  
 Total \$325.50

Signature \_\_\_\_\_

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

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

Bid Activities \_\_\_\_\_

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

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Contact	Name of person submitting this bid:	Dennis Stephens
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.  If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
9	Sites	List the sites by number as listed in Appendix 1 that you are bidding on. If you are bidding on all sites, then list "All".	1,2,7,8,9,10,11,12,13,14,15,23,24,25,26,27,28
10	References	I have attached my References to the Response Attachment section of this bid If the Vendor has not done business with the City or County in the last three (3) years. They shall include at least two (2) references of other facilities where similar work has been performed.	Yes
11	Equipment List	Please list the equipment you are proposing to use to complete this service or attach it the response attachment section of the bid.	See attachment
12	Material List	Please name the material you are proposing to use to complete the ice melt portion of the requirements. (ice melt brand)	Path Maker -20 or said like product
13	Disaster Plan	Disaster Plan Participation: The City, in the event of an emergency or disaster, may call on my firm to participate in a disaster relief/clean-up plan. I understand, if I agree to participate, my insurance certificate must be valid for a 12 month period of time and not be restricted to snow removal duties only.	Yes we are willing to help in the Disaster plan
14	Electronic Signature	Please check here for your electronic signature.	Yes
15	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
16	Performance Bonds	I acknowledge that a Performance Bond in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes

17 Agreement to Addendum No. 2

Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.  Yes  
Reason: See Bid Attachments section for Addendum information.

## Line Items

#	Qty	UOM	Description	Response
1	1	HOUR	Pushing Snow with Vehicle Mounted Snow Plow	\$75.00
Item Notes:  Cost per hour for actual snow plowing. Travel time and costs to travel between sites are not billable and should be figured into the Cost per Hour for actual snow plowing services.				
Supplier Notes:				
2	1	HOUR	Cost per Hour for Hauling Snow from Facilities to Snow Dumps	No Bid
Item Notes:  Please include the type of dumps trucks to be used in the supplier notes.				
Supplier Notes:				
3	1	HOUR	Cost per Hour for Actual Hand Snow Removal Services when/where rendered.	\$48.50
Item Notes:  Shovel and/or snow blower handwork is required at the recycling drop-off sites around and between recycling containers to ensure public and recycling contactor access to containers.				
Supplier Notes:				
4	1	HOUR	Cost per Hour for use of a Rubber Tired Loader to Load Trucks to Haul Snow from Facilities to Snow Dumps.	\$105.00
Item Notes:				
Supplier Notes:				
5	1	HOUR	Sidewalk Snow Removal	\$48.50
Item Notes:  Cost per hour for actual snow removal services.				
Supplier Notes:				
6	1	HOUR	Applying Ice Melt Compound to Sidewalks.	\$48.50
Item Notes:				
Supplier Notes: Includes the Ice melt product.				
7	1	HOUR	Spreading Gravel on Parking Lots and Drives	No Bid
Item Notes:  Cost per hour for actual gravel spreading services. Travel time between sites are not billable and should be figured into the cost per hour for actual gravel spreading services. Price to include gravel.				
Supplier Notes:				
Response Total:				\$325.50

**SPECIFICATIONS FOR SNOW & ICE REMOVAL SERVICES  
FOR CITY OF LINCOLN, LANCASTER COUNTY AND THE PUBLIC BUILDING  
COMMISSION FACILITIES**

**1. SCOPE OF AGREEMENT**

- 1.1 The City of Lincoln, Lancaster County and the Public Building Commission is requesting bids from Contractors to assist in snow and ice removal.
- 1.2 Contractor shall furnish equipment, materials, and operators for removal of snow and Ice from parking lots, drives, sidewalks and related facilities during the winter season beginning on or about November 15 and ending on or about May 1.
  - 1.2.1 Services may be required outside of these dates and Contractor agrees to provide services as needed.
- 1.3 The City, County and Public Building Commission intends to enter into a contract for a one (1) year term with option to renew for up to three (3) additional one (1) year terms.
  - 1.3.1 Bid prices shall remain firm during the initial contract year.
- 1.4 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent ([smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)) or fax: (402) 441-6513.
  - 1.5.1 These inquires and/or responses shall be distributed to prospective bidders electronically as an addenda.
  - 1.5.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
  - 1.5.3 No direct contact is allowed between Vendor and other City, County and Public Building Commission staff throughout the bid process.
    - 1.5.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

**2. CONTRACT AND CERTIFICATE OF INSURANCE**

- 2.1 Within fourteen (14) calendar days after the award of the bid, the Contractor shall sign and return the contract to the City of Lincoln.
- 2.2 Also within such time period, the Contractor must furnish a Certificate of Insurance in accordance with the requirements specified in the bid documents.
  - 2.2.1 All certificates of Insurance shall be filed with the City of Lincoln on the standard Accord Certificate of Insurance form showing the specific limits of insurance coverage required, and showing the City of Lincoln, Lancaster County and the Public Building Commission as an "additional insured" as pertains to snow removal services.
  - 2.2.2 Such Certification shall specifically state that the insurance policies are to endorsed to required the insurer to provide the City, County thirty days notice of cancellation or non-renewal of any material reduction of insurance coverage.
- 2.3 The City/County/PBC reserves the right to award this by Department, section or by any combination it deems in its best interest.

**3. BIDDING PROCEDURE**

- 3.1 Award of Contract
  - 3.1.1 The following factors shall be considered in determining the low responsible bids:
    - 3.1.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
- 3.2 Bidders are urged to inspect the facilities listed in Appendix 1 prior to submitting their bids.
  - 3.2.1 Contact the City and County agents listed in Appendix 1 to arrange site inspections.
  - 3.2.2 Contractor will not be allowed extra compensation for any matter or thing concerning which contractor may have been fully informed prior to bidding.
- 3.3 Bids shall be submitted electronically indicating the per hour rates, inclusive of all equipment, operator, and material costs and overhead & profit, for the following services:
  - 3.3.1 Pushing snow with vehicle-mounted snow plow.
  - 3.3.2 Hauling snow from facilities to snow dumps.
  - 3.3.3 Spreading gravel on parking lots and drives.
  - 3.3.4 Sidewalk snow removal.
  - 3.3.5 Applying ice melt to sidewalks.
- 3.4 An attribute must be filled out listing the equipment and materials to be used by bidder for snow and ice removal services.
- 3.5 Bidders shall submit a qualifications statement and a list of references for similar snow and ice removal services with their bid in the attribute section of the bid.
  - 3.5.1 References to be submitted with the bidding documents shall include a minimum of three (3) references of similar services provided within the last five (5) years.
  - 3.5.2 References should include: name of firm, contact person, address, and telephone number, and may include references of work previously performed for the City of Lincoln and Lancaster County.
- 3.6 Awarded contractors shall comply with the current Lincoln Municipal Code, Section 14.80.110.

## **APPENDIX 1**

### **Facilities and Agents**

#### **City of Lincoln/Lancaster County Public Parking Lots, Sidewalks and Facilities**

##### **Lancaster County Corrections**

Agent: Bob Jarrett, Maintenance. Mgr., 441-7140, 450-5671  
Brad Johnson, Transition Coordinator, 441-3872

Billing Address: Lincoln Correctional Facility  
4420 NW 41<sup>st</sup> Street  
Lincoln, NE 68524

1. Lincoln Correctional Facility, 4420 NW 41<sup>st</sup> Street
2. New County Adult Detention Facility, 3801 West "O" Street

##### **County-City Building Complex**

Agent: Mike Lee, Plant Operation Manager, 441-7387, 432-6026  
Don Killeen, Bldg. Administrator, 441-7356

Billing Address: County-City Property Management  
920 "O" Street, Ste. 302  
Lincoln, NE 68508

2. West Lot, 9<sup>th</sup> & "J" Streets
3. "H" Street Lot, 8<sup>th</sup> & "H" Streets
4. South Lot, 10<sup>th</sup> & "H" Streets
5. Parking Lot at the 633 So.9th building (Court House Plaza)
6. Parking Lot at 9th and H south of the Court House Plaza.

##### **Lincoln/Lancaster Property Management Facilities**

Agent: Fred Little, Plant Operations Manager, 441-7355, 432-8526  
Don Killeen, Bldg. Administrator, 441-7356

Billing Address: County-City Property Management  
920 "O" Street, Ste. 203  
Lincoln, NE 68508

7. Driver Testing Station, 500 West "O" Street
8. Trabert Hall, 2202 So. 11<sup>th</sup> Street
9. Community Mental Health, 2201 So 17<sup>th</sup>, East Parking Lot
10. Mid Towne Center, 2966 "O" Street (old Blood Bank)
11. Lancaster County Health Department 3140 "N" Street
12. DMV Drivers' Licensing Facility, 625 No. 46<sup>th</sup> Street
13. Election Commission, 601 No 46th
14. "K" Street Complex, 440 So. 8<sup>th</sup> Street

15. Lincoln Police Department Substation, 1501 North 27<sup>th</sup> Street  
Scoop Walks for three (3) shifts, loose curb stops in Parking lot next to curb
16. 233 Building (old Police Building), 233 North 10th Street
17. Youth Services Center (New Juvenile Detention), 1200 Radcliff Street
18. Northeast Senior Center (& Gravel lot on West side), 6310 Platte Avenue

#### **Lincoln Wastewater System**

Agent: Bill Ebers, Facilities Supervisor, 441-7168  
Steve Crisler, Assistant Superintendent/Maintenance, 441-7966, 429-0090

Billing Address: Lincoln Wastewater System  
2400 Theresa Street  
Lincoln, NE 68521

19. Northeast Wastewater Treatment Plant, 7000 North 70<sup>th</sup> Street

#### **Radio Shop & Tower Sites**

Agent: Pete Crawford, Lead Technician, 441-8425  
Ray Ryan, Radio Systems Supervisor, 441-8425

Billing Address: Lincoln Wastewater System  
2540 Fair Street  
Lincoln, NE 68503

20. Military Tower Site, 1901 No. 14<sup>th</sup> St.
21. Jensen Park Tower, 9001 Yankee Hill Rd.
22. Arbor Road Tower. 9600 No. 70<sup>th</sup> St.

#### **Recycling Drop-Off Sites**

Agent: Gene Hanlon, Recycling Coordinator 441-7043

Billing Address: Lincoln Wastewater System  
Solid Waste Operations  
2400 Theresa Street  
Lincoln, NE 68521

**\*\* Hand work required in and around all recycling containers to insure public and contractor access to containers.**

23. NW Roundhouse Dr. & West "P" Street, Southeast Corner
24. UN-L Food Stores Warehouse, 1200 No. 17<sup>th</sup> Street
25. University Place, 47<sup>th</sup> & St. Paul Streets
26. Russ' Market, 63<sup>rd</sup> & Platte Avenue
27. Centro Plaza, 48<sup>th</sup> & "R" Streets (Behind Alternative Tan)
28. Southeast Community College, 88<sup>th</sup> & "O" Streets
29. Air Park Recreation Center, 3710 N. W. 46<sup>th</sup> Street
30. Highlands Fire Station, 5435 N. W. 1st Street
31. North Star High School, 5801 N. 33<sup>rd</sup>

32. A & J Recycling Center, 3250 N 20<sup>th</sup> Street Unit 8
33. Leon's Food Mart, 32<sup>nd</sup> & South Streets
34. Union College Athletic Field Parking Lot, 53<sup>rd</sup> & Calvert
35. East High School, Seacrest Field Parking Lot, 70<sup>th</sup> & "A" Streets
36. South of Randolph Carwash, 21<sup>st</sup> & Monroe Avenue
37. Trabert Hall Parking Lot, 12<sup>th</sup> & South Streets
38. Pepsi Cola Distribution Facility, 1901 Windhoek Drive, South Industrial Park
39. Russ's Market, 1550 South Coddington Ave.
40. Russ's Market, 33<sup>rd</sup> & Hwy 2
41. Super Saver, 27<sup>th</sup> & Pine Lake Road
42. Lancaster Event Center, 4100 N. 84<sup>th</sup> Street

Bid No. 08-212

Line	Description	UOM	QTY	General Excavating		K&N Snow Removal		B & B Lawn Service		LeGrande Excavating, Inc		Gana Trucking & Excavating		Hunt Irrigation, Inc	
				Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Pushing snow with vehicle-mounted snow plow -- Cost per Hour for actual snow plowing services.	HOUR	1	\$98.00	\$98.00	\$95.00	\$95.00	\$105.00	\$105.00	\$64.25	\$64.25	\$75.00	\$75.00	\$85.00	\$85.00
2	Cost per hour for hauling snow from facilities to snow dumps.	HOUR	1							\$64.75	\$64.75	\$75.00	\$75.00	\$98.00	\$98.00
3	Cost per Hour for actual hand snow removal services when/where required.	HOUR	1			\$52.50	\$52.50	\$65.00	\$65.00			\$65.00	\$65.00	\$55.00	\$55.00
4	Cost per hour for use of a rubber tired Loader to load trucks to haul snow from facilities to snow dumps.	HOUR	1	\$115.00	\$115.00					\$100.00	\$100.00	\$95.00	\$95.00	\$75.00	\$75.00
5	Sidewalk Snow Removal -- Cost per Hour for actual snow removal services.	HOUR	1			\$52.50	\$52.50	\$65.00	\$65.00			\$65.00	\$65.00	\$65.00	\$65.00
6	Applying Ice Melting Compound to Sidewalks	hour	1			\$45.00	\$45.00	\$65.00	\$65.00			\$65.00	\$65.00	\$79.00	\$79.00
7	Spreading Gravel on Parking Lots & Drives -- Cost per Hour for actual Gravel spreading services.	HOUR	1			\$75.00	\$75.00	\$65.00	\$65.00	\$150.00	\$150.00	\$75.00	\$75.00	\$85.00	\$85.00
	<b>Total</b>			\$213.00	\$213.00	\$320.00	\$320.00	\$365.00	\$365.00	\$379.00	\$379.00	\$515.00	\$515.00	\$542.00	\$542.00