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C-14-0462

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LANCASTER COUNTY CLERK

AMENDMENT TO AGREEMENT
CITY OF LINCOLN/LANCASTER COUNTY
ANNUAL REQUIREMENTS FOR HAZARDOUS VACUUM SERVICES
BID NO. 12-148
SECOND RENEWAL

This Amendment is hereby entered into by and between **Haz-Mat Response, Inc., 1203 C S Parker, Olathe, KS 66061** (hereinafter "Contractor") and **Lancaster County and The City of Lincoln** (hereinafter "Owners"), for the purpose of renewing the **Contract C-12-0547**, dated **September 18, 2012**, and **E.O. 085332**, dated **September 5, 2012**, (the "Contract"), for **The Annual Requirements for Hazardous Vacuum Services, Bid No. 12-148**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is **September 18, 2012 through September 17, 2013**, with the option to renew for **one (1)** additional **three (3)** year term; and

WHEREAS, the Agreement was amended by the City **E.O. 09981** on **September 16, 2013**, and by the County **Contract C-13-0443**, executed by the County Board on **September 3, 2013**, to renew the agreement for an additional one (1) year period from **September 18, 2013 through September 17, 2014;** and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning **September 18, 2014 through September 17, 2015;** 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 **$1,200.00** without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County **Contract C-12-0547** and **E.O. 085332**, and stated herein the parties agree as follows:

1. The Contract shall be renewed for an additional one (1) year term beginning **September 18, 2014 through September 17, 2015.**
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 **$1,200.00** 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

Executed this 9 day of Sept, 2014

Smoyer Absent

City of Lincoln, Nebraska

Executed this 25th day of Aug., 2014

Chris Beutler, Mayor

Lancaster County Attorney

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

Company Name: (Please Print)	Haz-Mat Response, Inc.
By: (Please Sign)	
By: (Please Print)	Luke Stockdale
Title: (Please Print)	President
Company Address: (Please Print)	12030 South Parker, Olathe, KS 66061
Company Phone & Fax: (Please Print))	800-229-5252 913-782-6206
E-Mail Address: (Please Print)	lstockdale@haz-matresponse.com
Date: (Please Print)	7-25-14
Contact Person For: "Orders or Service" (Please Print)	Sean Roe
Phone Number: (Please Print)	800-229-5252

09981 RECEIVED
C-13-0443
AUG 28 2013
LANCASTER COUNTY CLERK

AMENDMENT TO AGREEMENT
CITY OF LINCOLN/LANCASTER COUNTY
ANNUAL REQUIREMENTS FOR HAZARDOUS VACUUM SERVICES
BID NO. 12-148
FIRST RENEWAL

This Amendment is hereby entered into on this 16th day of Sept, 2013, by and between **Haz-Mat Response, Inc., 1203 C S Parker, Olathe, KS 66061** (hereinafter "Contractor") and **Lancaster County and The City of Lincoln** (hereinafter "Owners"), for the purpose of renewing the **Contract C-12-0547**, dated **September 11, 2012**, and **E.O. 085332**, dated **September 5, 2012**, (the "Contract"), for **The Annual Requirements for Hazardous Vacuum Services, Bid No. 12-148**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is **September 18, 2012 through September 17, 2013**, with the option to renew for **one (1)** additional **three (3)** year term; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning **September 18, 2013 through September 17, 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 **$1,200.00** without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County **Contract C-12-0547** and **E.O. 085332**, and stated herein the parties agree as follows:

1. The Contract shall be renewed for an additional one (1) year term beginning **September 18, 2013 through September 17, 2014.**
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3. The estimated expenditures for *City Departments* for the term of this renewal shall not exceed **$1,200.00** 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

Executed this 3 day of September, 2013

Amundson Absent

City of Lincoln, Nebraska

Executed this 16th day of Sept, 2013

Judith Attalstedt
Health Director

for Brittany Behrens
Lancaster County Attorney

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

Company Name:	HAZ-MAT RESPONSE, INC.
By: (Name & Title)	(Please Print) LUKE STOCKDALE PRESIDENT
By: (Name & Title)	(Please Sign) PRESIDENT
Company Address:	1203 C. SOUTH PARKER, OLATHE, KS 66061
Company Phone & Fax:	913-782-5151 913-782-6206
Date:	Dated this 12TH day of AUG., 2013

09981 RECEIVED
C-13-0443
AUG 28 2013
LANCASTER COUNTY CLERK

AMENDMENT TO AGREEMENT
CITY OF LINCOLN/LANCASTER COUNTY
ANNUAL REQUIREMENTS FOR HAZARDOUS VACUUM SERVICES
BID NO. 12-148
FIRST RENEWAL

This Amendment is hereby entered into on this 16th day of Sept, 2013, by and between **Haz-Mat Response, Inc., 1203 C S Parker, Olathe, KS 66061** (hereinafter "Contractor") and **Lancaster County and The City of Lincoln** (hereinafter "Owners"), for the purpose of renewing the **Contract C-12-0547**, dated **September 11, 2012**, and **E.O. 085332**, dated **September 5, 2012**, (the "Contract"), for **The Annual Requirements for Hazardous Vacuum Services, Bid No. 12-148**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is **September 18, 2012 through September 17, 2013**, with the option to renew for **one (1)** additional **three (3)** year term; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning **September 18, 2013 through September 17, 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 **$1,200.00** without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County **Contract C-12-0547** and **E.O. 085332**, and stated herein the parties agree as follows:

1. The Contract shall be renewed for an additional one (1) year term beginning **September 18, 2013 through September 17, 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 **$1,200.00** 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

Executed this 3 day of September, 2013

Amundson Absent

City of Lincoln, Nebraska

Executed this 16th day of Sept, 2013

Judith Attalstedt
Health Director

for Brittany Behrens
Lancaster County Attorney

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

Company Name:	HAZ-MAT RESPONSE, INC.
By: (Name & Title)	(Please Print) LUKE STOCKDALE PRESIDENT
By: (Name & Title)	(Please Sign) PRESIDENT
Company Address:	1203 C. SOUTH PARKER, OLATHE, KS 66061
Company Phone & Fax:	913-782-5151 913-782-6206
Date:	Dated this 12TH day of AUG., 2013

C-12-0547

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LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA

ANNUAL REQUIREMENTS
FOR
HAZARDOUS VAC SERVICES
BID NO. 12-148

Haz-Mat Response, Inc.
1203 C S Parker
Olathe, KS 66061
813.782.5151

CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 18 day of September 2012, by and between **Haz-Mat Response, Inc., 1203 C S Parker, Olathe, KS 66061**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Hazardous Vac Services, Bid 12-148** and,

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

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

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

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

   Agreement to full proposal.

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

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

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

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
   - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
     - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.

8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract is for **one (1) year** with an option to renew for **three (3) additional one (1) year terms**.

9. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Agreement
   2. Accepted Proposal/Supplier Response
   3. Specifications
   4. Notice to Bidders
   5. Instructions to Bidders
   6. Insurance Requirements
   7. Special Provisions
   8. Addendum 1

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: John E Roche
City Clerk

CITY OF LINCOLN, NEBRASKA
Mayor

Approved by Executive No. 035332
dated Sept 5, 2012

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:
for Richard Graham
Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

dated 9/18/12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

HAZ-MAT RESPONSE, INC.
Name of Corporation

1203 C. 5 PARKER, OLATHE, KS 66061
(Address)

By:
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

Bid Creator	Sharon R. Mulder Asst Purchasing Agent
Email	smulder@lincoln.ne.gov
Phone	(402) 441-7410
Fax	(402) 441-6513
Bid Number	12-148 Addendum 1
Title	Hazardous Vac Services
Bid Type	Bid
Issue Date	05/18/2012
Close Date	6/1/2012 12:00:00 PM CST
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68508
Contact	Sharon R. Mulder Asst Purchasing Agent
Department	Purchasing
Building	
Floor/Room	Suite 200
Telephone	(402) 441-7428
Fax	(402) 441-6513
Email	smulder@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Haz-Mat Response, Inc.
Address	1203 C S Parker Olathe, KS 66061
Contact	Luke Stockdale
Department	
Building	
Floor/Room	
Telephone	1 (913) 782-5151
Fax	1 (913) 782-6206
Email	lstockdale@haz-matresponse.com
Submitted	5/24/2012 3:50:03 PM CST
Total	$405.00

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	Contact	Name of person submitting this bid:	Luke Stockdale
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Specifications	I acknowledge reading and understanding the specifications.	Yes
7	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. . ((a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a. Yes, b. Yes, c. fixed for first 2 years
10	License Attachments	I acknowledge attaching any applicable licenses for the services provided under this bid	Yes
11	Contractor Must Provide References in Bidders Response Section	Contractor must provide (3) three references for projects similar in nature to the work required in this project. Each reference must include the following: Owner: Street Address: City: State: Zip: Name Owners Representative: Phone: Project Name and/or Number: Contract Amount: Completion Date:	YES
12	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
13	Electronic Signature	Please check here for your electronic signature.	Yes
14	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	Non EPA / DOT Hazardous Vac Services per Hour using a Jet/Vac Truck	$135.00

Item Notes:
Hourly rate considered to be Monday thru Friday, 8 - 5, excluding City Holidays.

Supplier Notes: 4 hour minimum, portal to portal, washout and disposal not included.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	All Other Times	Please provide an hourly rate for jet/vac truck services that are all the other times. (Not listed above)	$157.50

#	Qty	UOM	Description	Response
2	1	HOUR	Special Waste/Environmentally Hazardous Substances Vac Services per Hour using a Jet/Vac Truck	$135.00

Item Notes:
Hourly rate considered to be Monday thru Friday, 8 - 5, excluding City Holidays.

Supplier Notes: 4 hour minimum, portal to portal, washout and disposal not included.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	All Other Times	Please provide an hourly rate for jet/vac truck services that are all the other times. (Not listed above)	$157.50

#	Qty	UOM	Description	Response
3	1	HOUR	Regulated Hazardous Materials Vac Services per Hour using a Jet/Vac Truck	$135.00

Item Notes:
Hourly rate considered to be Monday thru Friday, 8 - 5, excluding City Holidays.

Supplier Notes: 4 hour minimum, portal to portal, washout and disposal not included.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	All Other Times	Please provide an hourly rate for jet/vac truck services that are all the other times. (Not listed above)	$157.50
2	Jet/Vac Truck Services for Level C Operations	Hourly rate considered to be Monday thru Friday, 8 - 5, excluding City Holidays.	$155.00
3	All Other Times	Please provide an hourly rate for jet/vac truck services for Level C Operations that are all the other times. (Not listed above)	$177.50

Response Total: $405.00

SPECIFICATIONS
FOR
HAZARDOUS VAC SERVICES
BID NO. 12-148

1. **SUPPLEMENTAL INSTRUCTIONS**
   - 1.1 It is the intent of this specification to describe the requirements for Hazardous Vac Services for the for City of Lincoln, Lancaster County Health Department.
   - 1.2 Contractor shall submit bid documents and all supporting material via e-bid.
   - 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Assistant Purchasing Agent (smulder@lincoln.ne.gov) Or Fax: (402) 441-6513.
     - 1.3.1 These inquiries and/or responses shall be distributed to prospective Contractor electronically as an addenda.
     - 1.3.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
   - 1.4 No direct contact is allowed between Vendor and other City Staff throughout the bid process.
     - 1.4.1 Failure to comply with this directive may result in Vendor bid being rejected.
   - 1.5 The Lincoln Lancaster County Health Department may also be referred to throughout the document as LLCHD.
   - 1.6 Term of the contract is for one (1) year with an option to renew for three (3) additional one (1) year terms.

2. **NON-EPA/DOT HAZARDOUS VAC SERVICES**
   - 2.1 The Contractor shall supply a vac truck and personnel to collect environmentally hazardous liquids.
     - 2.1.1 Such as antifreeze, cooking oils and grease, septic/sewage waste, trap/sump waste containing grease, sand and/or mud as well as chemicals and waste from portable toilets and other materials on an as needed basis from creeks, lakes, ponds, containment basins, storm drain systems, out-falls, streets/roads and other areas in the City of Lincoln and Lancaster County.
   - 2.2 The collected waste shall be disposed of under a "blanket permit" at the Theresa Street Waste Water Treatment Plant.
     - 2.2.1 Address as follows: 2400 Theresa Street
Lincoln, NE 68521
   - 2.3 Disposal costs from the Theresa Street Waste Water Treatment Plant shall be passed through to the Health Department.
   - 2.4 Project Manager is Ron Eriksen.

3. **SPECIAL WASTE/ENVIRONMENTALLY HAZARDOUS SUBSTANCES VAC SERVICES**
   - 3.1 The Contractor shall supply a vac truck and personnel to collect environmentally hazardous substances.
     - 3.1.1 Such as latex paint and waste petroleum products on an as needed basis from creeks, lakes, ponds, containment basins, storm drain systems, out-

falls, streets/roads and other areas that is acceptable for disposal.

3.2 Acceptable disposal is due to concentration and physical/chemical characteristics.

3.3 Disposal location is at the Theresa Street Waste Water Treatment Plant or an alternate location(s).

3.3.1 Theresa Street Address as follows: 2400 Theresa Street
Lincoln, NE 68521

3.3.2 Alternate locations will require prior approval of the LLCHD.

3.3.3 Provide location(s) with your bid in the bid response attachment section of the bid.

3.4 Disposal costs from the Theresa Street Waste Water Treatment Plant shall be passed through the Health Department.

4. REGULATED HAZARDOUS MATERIALS VAC SERVICES

4.1 The Contractor shall supply vac truck and 24 or 40 hour HAZWOPER trained personnel to collect environmentally hazardous substances.

4.1.1 Such as paints, fuels, pesticides, corrosives, and solvents on an as needed basis from creeks, lakes, ponds, containment basins, storm drain systems, out-falls, streets/roads, non-transportable containers and other areas.

4.2 This waste shall be disposed of by Lincoln Lancaster County Health Department or another contractor if needed.

4.3 These materials will be transferred to other containers, vehicles or storage facilities at the direction of Lincoln Lancaster County Health Department.

4.3.1 This service is for times when the LLCHD prime contractor is unavailable, or will take to long, or resources are limited due to circumstances beyond the prime contractor and/or LLCHD's control.

5. CONTRACT AND CERTIFICATE OF INSURANCE

5.1 Within fourteen (14) calendar days after the award of the bid, the Contractor shall sign and return the contract to the City of Lincoln.

5.1.1 Also within such time period, the Contractor must furnish a Certificate of Insurance in accordance with the requirements specified in the bid documents.

5.1.1.1 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 and Lancaster County as an "additional insured" as pertains to hazardous vac services.

5.1.1.2 Such Certification shall specifically state that insurance policies are to be indorsed to require the insurer to provide the City of Lincoln thirty days notice of cancellation or non-renewal of any material reduction of insurance coverage.

6. CONTRACT AWARD PROVISIONS

6.1 The following factors shall be considered in determining the lowest, responsive, responsible bidder/s:

6.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.

6.1.2 Character, integrity, reputation, judgement, experience and efficiency of the bidder.

6.1.3 Ability of the bidder to perform the work within the time specified for each project.
6.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.
6.1.5 Information obtained from the references provided by the bidder.
6.1.6 Any other information deemed relevant to the contract by the Owners.
6.1.7 The pricing option/s that is/are in the best interest of the City/County will be chosen for award.
6.1.8 Financial stability of company.
6.1.9 Award of contract may be made to one (1) or more companies.

7. SERVICES AND CONTRACT REQUIREMENTS

7.1 A Bill of Lading/Documentation shall be provided with each invoice containing the following information:
7.1.1 Product type
7.1.2 Date and time of pick-up/delivery.
7.1.3 Gallons delivered/picked up.
7.1.4 Delivery/Pick-up address or location.

8. CONTRACTOR RESPONSIBILITY

8.1 The Vendor shall be responsible for any spillage attributable to their negligence which may occur during delivery operations.
8.1.1 All spillage shall be cleaned up immediately to the satisfaction of the City/County.
8.1.2 All associated costs including materials and labor to clean the spill will be borne by the Vendor.
8.1.3 The Vendor will immediately notify the appropriate authorities as required by local, state and federal laws based on the volume of spillage.
8.1.4 All spillage, regardless of volume will be reported to the City.

Addendum No. 1
Hazardous Vac Services
12-148

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. No performance/payment bonds required.

Dated this 24th day of May 2012.

Sharon Mulder
Asst. Purchasing Agent