

Amendment to Agreement  
Lancaster County  
Towing Services - Lancaster County  
Bid No. 09-211  
(Final Renewal)

**RECEIVED**  
C-12-06001  
NOV 15 2012  
LANCASTER COUNTY  
CLERK

This Amendment is hereby entered into on this 27 day of November, 2012, by and between Mike's 66 Towing, 8201 No. 56<sup>th</sup> Street, Lincoln, NE 68514 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Agreement, dated September 29, 2009, (the "Contract"), for Towing Services - Lancaster County, Bid No. 09-211, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is September 29, 2009 thru September 28, 2012, with the option to renew for one (1) additional three (3) year period upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Contract for an additional three (3) year term beginning September 29, 2012 thru September 28, 2015 and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, Towing Services - Lancaster County, Bid No. 09-211, and stated herein the parties agree as follows:

- 1) The Contract shall be renewed for an additional three (3) year term beginning September 29, 2012 thru September 28, 2015.
- 2) 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.

Approved as to form  
this 27 day of November, 2012

Richard Estabow  
Deputy County Attorney  
for Lancaster County Attorney

Lancaster County Board of Commissioners Signatures

Executed this 27 day of November, 2012

Jane K. Goff  
Barbara A. ...  
John ...  
Gregory ...  
David ...

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

Dated:

Company Name: (PLEASE PRINT)	<u>MIKE'S 66 TOWING</u>
By: (PLEASE PRINT)	<u>MICHAEL L. BARNETT</u>
By: (PLEASE SIGN)	<u>Michael L. Barnett</u>
Title:	<u>OWNER</u>
Company Address: (PLEASE PRINT)	<u>8200 No 56th Lincoln Ne 68514</u>
Company Phone & Fax: (PLEASE PRINT)	<u>Phone 402-466-1438 FAX 402-466-1828</u>
E-Mail Address: (PLEASE PRINT)	<u>PBAR10723@AOL.COM</u>

C-09-0515  
9-29-09

Original Copies to: Contractor  
County Clerk  
County Agency

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY,  
NEBRASKA**

**Towing Services -  
Lancaster County  
Bid No. 09-211 Addendum 1**

**Mike's 66 & Towing Used Cars, Inc.  
8200 N. 56<sup>th</sup> St.  
Lincoln, NE 68514  
402-432-2486**

**LANCASTER COUNTY, NEBRASKA  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between Mike's 66 & Towing Used Cars, Inc. 8200 N. 56<sup>th</sup> St., Lincoln, NE 68514, hereinafter called the Contractor, and Lancaster County, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the County.

WHEREAS, the County 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:

**Towing Services - Lancaster County  
Bid No. 09-205 Addendum 1**

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

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals 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, 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 County hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction 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 construct, and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal/Response, or part thereof, as follows:
2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, 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 County:

**County will pay for products and performance of the Work according to the pricing as listed in Contractors Accepted Proposal, a copy thereof being attached to and made a part of this Contract. County shall order on as an 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, applicant for employment, or any other person 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. TERM: The term of the contract will be three (3) years from date of execution. The parties shall have the option to renew for one (1) additional three (3) year period upon the written mutual consent of both parties.
5. Insurance. The Contractor shall provide insurance in accordance with the "Insurance Requirements for County Contracts" attached hereto and incorporated by this reference. Lancaster County Nebraska shall be listed as additional insured
6. The Contract Documents comprise the Contract, and consist of the following:
  1. Instructions to Bidders
  2. Insurance Clause
  3. Accepted Proposal/Response
  4. Contract Agreements
  5. Specifications for Bid #09-211 Addendum 1
  6. Towing and Storage Stats
  7. Addendum 1

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

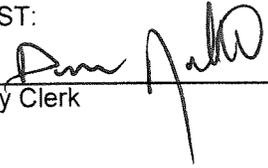
The Contractor and the County hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

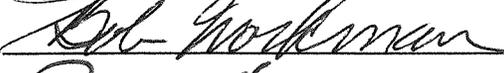
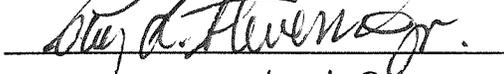
**EXECUTION BY THE LANCASTER COUNTY, NEBRASKA**

ATTEST:

County Clerk



LANCASTER COUNTY BOARD OF COMMISSIONERS

  
  
  
  
  
 Dated 9/29/09

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

*[Signature]* (SEAL)  
Secretary

*Mines Mt. Union Area Coal Inc*  
Name of Corporation

*8200 West River Rd*  
(Address)

By: *[Signature]*  
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	Robert Walla Asst. Purchasing Agent	Address		Address	
Email		Contact		Contact	
Phone	1 (402) 441-8309	Department		Department	
Fax	1 (402) 441-6513	Building		Building	
Bid Number	09-211 Addendum 1	Floor/Room		Floor/Room	
Title	Towing Services - Lancaster County	Telephone		Telephone	
Bid Type	Bid	Fax		Fax	
Issue Date	08/14/2009	Email		Email	
Close Date	8/28/2009 12:00:00 PM CST				
Need by Date					

## Supplier Information

**Company** MIKE'S 66 & TOWING USED CARS, INC  
**Address** 8200 NO 56TH STREET  
  
 LINCOLN, NE 68514-9798  
**Contact** MICHAEL L. BARNETT  
**Department**  
**Building**  
**Floor/Room**  
**Telephone** 1 (402) 432-2486  
**Fax** 1 (402) 466-1129  
**Email** PBAR107230@AOL.COM  
**Submitted** 8/25/2009 1:10:14 PM CST  
**Total** \$94,441.50

Signature \_\_\_\_\_

## Supplier Notes

PRESIDENT - PAMELA L. BARNETT  
 VICE PRESIDENT - MICHAEL L. BARNETT  
 SECRETARY - MICHAEL L. BARNETT  
 GENERAL MANAGER - MICHAEL L. BARNETT

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Electronic Signature	Please check here for your electronic signature.	Yes
4	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Contact	Name of person submitting this bid:	MICHAEL L. BARNETT
7	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO   (b) Bid prices subject to escalation/de-escalation YES or NO   (c) If (b), state period for which prices will remain firm: through _____	YES
8	Business Hours	Please provide your regular business hours when the general public may make transactions for release of impounded vehicles.	M-F 8:00-6:00 PM SAT 8:00AM-NOON SUN 10:00AM-NOON
9	Bid Submittals	I have attached the References and Bid Submittal information required in Section 15 of the Specifications to the Response Attachments section of my Ebid response.	Yes
10	Subcontractor Requirements	I have read and understand the requirements for utilizing a Subcontractor for services under the terms of this contract. If I plan on submitting a Subcontractor name/s for backup services, I have attached the information required in Section 8 of the Specifications to the Response Attachment section of my Ebid response.	Yes
11	Oversized Vehicle Bid	I am bidding the towing of Oversized Vehicles on a: CHOOSE ONE FEE SCHEDULE - Per Event or Per Hour.	\$125.00 PER HOUR
12	Storage Locations - Small Vehicles	List the address where small vehicles will be stored inside and outside:	8200 NO 56TH STREET LINCOLN, NE 68514
13	Storage Location - Oversized Vehicles	List the address where oversized vehicles will be stored inside and outside:	8200 NO 56TH STREET LINCOLN, NE 68514
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 ATTACHMENT SECTION FOR REVISED TOWING STATS AND ADDENDUM 1 INFORMATION.	Yes

## Line Items

#	Qty	UOM	Description	Response
1	500	EA	Towing Services - Small Vehicles Cars, Trucks and Trailers (See Specs for Description)	\$49.50
Item Notes:				
Supplier Notes: BID PROPOSAL WILL BE HAND DELIVERED TO PURCHASING ATT: BOB WALLA AS WELL AS COMPUTER E-BID.(\$49.50 + CITY AND STATE SALES TAX. (THE SALES TAX AT THIS TIME IS 7%)				
2	10	EA	Towing Services - Small Vehicles Motorcycles	\$52.50
Item Notes:				
Supplier Notes: BID PROPOSAL WILL BE HAND DELIVERED TO PURCHASING ATT: BOB WALLA AS WELL AS COMPUTER E-BID.(\$49.50 + CITY AND STATE SALES TAX) (THE SALES TAX AT THIS TIME IS 7%)				
3	300	EA	Winch Fee - Small Vehicles As-Needed	\$30.00
Item Notes:				
Supplier Notes: BID PROPOSAL WILL BE HAND DELIVERED TO PURCHASING ATT: BOB WALLA AS WELL AS COMPUTER E-BID. (\$30.00 + CITY AND STATE SALES TAX) THE SALES TAX AT THIS TIME IS 7%).THIS IS PART OF THE TOW.				
4	90	EA	Towing Services - Small Vehicles Added fee when mechanical work is necessary to prevent further damage to vehicle.	\$30.00
Item Notes:				
Supplier Notes: BID PROPOSAL WILL BE HAND DELIVERED TO PURCHASING ATT: BOB WALLA AS WELL AS COMPUTER E-BID. (SALES TAX WILL BE CHARGED ON THIS SERVICE AS IT IS PART OF THE TOW SERVICE. CITY AND STATE SALES TAX. SALES TAX IS 7% AT THIS TIME).				
5	1	Mile	Cost Per Mile for tows originating outside of Lancaster County. Small Vehicles	\$1.50
Item Notes:				
Supplier Notes: BID PROPOSAL WILL BE HAND DELIVERED TO PURCHASING ATT: BOB WALLA AS WELL AS COMPUTER E-BID. (\$1.50 + CITY AND STATE SALES TAX) (SALES TAX AT THIS TIME IS 7%).				
6	2	EA	Towing Service - Oversized Vehicles Straight Trucks - Over 4 tons (See specs for details)	\$95.00
Item Notes: YOU MUST INDICATE PER HOUR OR PER EVENT IN THE SUPPLIER NOTES SECTION OF YOUR EBID RESPONSE.				
Supplier Notes: BID PROPOSAL WILL BE HAND DELIVERED TO PURCHASING ATT: BOB WALLA AS WELL AS COMPUTER E-BID. (\$95.00 PER HOUR + CITY AND STATE SALES TAX. AT THIS TIME SALES TAX IS 7%).PER HOUR				

STARTING WHEN THE TOW TRUCK LEAVES THE LOT UNTIL THE VEHICLE IS DROPPED.

---

7	4	EA	Towing Service - Oversized Vehicles  Semi Tractor (See specs for details)	\$125.00
---	---	----	---	----------

Item Notes: YOU MUST INDICATE PER HOUR OR PER EVENT IN THE SUPPLIER NOTES SECTION OF YOUR EBID RESPONSE.

Supplier Notes: BID PROPOSAL WILL BE HAND DELIVERED TO PURCHASING ATT:BOB WALL AS WELL AS E-BID. (\$125.00 PER HOUR + CITY AND STATE SALES TAX. AT THIS TIME THE SALES TAX IS 7%). PER HOUR STARTING WHEN THE TOW TRUCK LEAVES THE LOT UNTIL THE VEHICLE IS DROPPED.

---

8	4	EA	Towing Service - Oversized Vehicles  Semi Trailer or House Trailer (See specs for details)	\$125.00
---	---	----	--	----------

Item Notes: YOU MUST INDICATE PER HOUR OR PER EVENT IN THE SUPPLIER NOTES SECTION OF YOUR EBID RESPONSE.

Supplier Notes: BID PROPOSAL WILL BE HAND DELIVERED TO PURCHASING ATT: BOB WALLA AS WELL AS COMPUTER E-BID. (\$125.00 PER HOUR + CITY AND STATE SALES TAX. AT THIS TIME THE SALES TAX IS 7% ). PER HOUR STARTING WHEN THE VEHICLE LEAVES THE LOT UNTIL VEHICLE IS DROPPED.

---

9	4	EA	Towing Service - Oversized Vehicles  Self Propelled Camper or Mobile Homes	\$125.00
---	---	----	--	----------

Item Notes: YOU MUST INDICATE PER HOUR OR PER EVENT IN THE SUPPLIER NOTES SECTION OF YOUR EBID RESPONSE.

Supplier Notes: BIB PROPOSAL WILL BE HAND DELIVERED TO PURCHASING ATT: BOB WALLA AS WELL AS E-BID. (\$125.00 PER HOUR + CITY AND STATE SALES TAX.AT THIS TIME THE SALES TAX IS 7%). PER HOUR STARTING WHEN THE TOW TRUCK LEAVES THE LOT UNTIL THE VEHICLE IS DROPPED.

---

10	4	EA	Towing Service - Oversized Vehicles  Buses	\$125.00
----	---	----	--	----------

Item Notes: YOU MUST INDICATE PER HOUR OR PER EVENT IN THE SUPPLIER NOTES SECTION OF YOUR EBID RESPONSE.

Supplier Notes: BID PROPOSAL WILL BE HAND DELIVERED TO PURCHASING ATT:BOB WALLA AS WELL AS E-BID. (\$125.00 PER HOUR + CITY AND STATE SALES TAX. AT THIS TIME SALES TAX IS 7%). PER HOUR STARTING WHEN THE TOW TRUCK LEAVES THE LOT UNTILTHE VEHICLE IS DROPPED.

---

11	8	EA	Winch Fee - Oversized Vehicles  As-Needed	\$125.00
----	---	----	---	----------

Item Notes:

Supplier Notes: BID PROPOSAL WILL BE HAND DELIVERED TO PURCHASING ATT: BOB WALLA AS WELL AS E-BID.

---

12	8	EA	Towing Service - Oversized Vehicles  Fee for mechanical work necessary to prevent further damage to vehicle.	\$40.00
----	---	----	--	---------

Item Notes:

Supplier Notes: BID PROPOSAL WILL BE HAND DELIVERED TO PURCHASING ATT:BOB WALLA AS WELL AS E-BID. (\$40.00 + CITY AND STATE SALES TAX) AT THIS TIME THE SALES TAX IS 7%. THIS IS CONSIDERED TO PART OF THE TOW.

---

13	6,700	Days	Outside Storage Rate - Small Vehicles  ONLY BID PER DAY OR FRACTION THEREOF	\$7.50
----	-------	------	---	--------

Item Notes:

Supplier Notes: BID PROPOSAL WILL BE HAND DELIVERED TO PURCHASING ATT: BOB WALLA AS WELL AS E-BID. PER DAY STORAGE. THE STORAGE STARTS 24 HOURS AFTER VEHICLE IS TOWED.

---

14	200	Days	Inside Storage Rate - Small Vehicles  ONLY BID PER DAY OR FRACTION THEREOF	\$10.00
----	-----	------	--	---------

Item Notes:

Supplier Notes: BID PROPOSAL WILL BE HAND DELIVERED TO PURCHASING ATT: BOB WALLA AS WELL AS E-BID. PER DAY STORAGE. THE STORAGE STARTS 24 HOURS AFTER VEHICLE IS TOWED.

---

15	14	Days	Outside Storage Rate-Oversized Vehicles (Straight Trucks over 4 Tons)  ONLY BID PER DAY OR FRACTION THEREOF	\$20.00
----	----	------	---	---------

Item Notes:

Supplier Notes: BID PROPOSAL WILL BE HAND DELIVERED TO PURCHASING ATT: BOB WALLA AS WELL AS E-BID. PER DAY STORAGE. THE STORAGE STARTS 24 HOURS AFTER VEHICLE IS TOWED.

---

16	1	Days	Inside Storage Rate-Oversized Vehicles (Straight Trucks over 4 Tons)  ONLY BID PER DAY OR FRACTION THEREOF	\$37.50
----	---	------	--	---------

Item Notes:

Supplier Notes: BID PROPOSAL WILL BE HAND DELIVERED TO PURCHASING ATT: BOB WALLA AS WELL AS E-BID. PER DAY STORAGE. STORAGE STARTS 24 HOURS AFTER VEHICLE IS TOWED.

---

17	40	Days	Outside Storage Rate-Oversized Vehicles (Semi Trailers and all other vehicles in this category)  ONLY BID PER DAY OR FRACTION THEREOF	\$30.00
----	----	------	---	---------

Item Notes:

Supplier Notes: BID PROPOSAL WILL BE HAND DELIVERED TO PURCHASING ATT:BOB WALLA AS WELL AS E-BID. PER DAY STORAGE. STORAGE STARTS 24 HOURS AFTER VEHICLE IS TOWED.

---

18	5	Days	Inside Storage Rate-Oversized Vehicles (Semi Trailers and all other vehicles in this category) ONLY BID PER DAY OR FRACTION THEREOF	\$37.50
----	---	------	--	---------

Item Notes:

Supplier Notes: BID PROPOSAL WILL BE HAND DELIVERED TO PURCHASING ATT: BOB WALLA AS WELL AS E-BID.

---

Response Total:	\$94,441.50
-----------------	-------------

---