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AMENDMENT TO AGREEMENT
CITY OF LINCOLN/LANCASTER COUNTY
ANNUAL REQUIREMENTS FOR DEAD ANIMALS
BID NO. 10-110
FIRST RENEWAL

This Amendment is hereby entered into on this 17th day of June, 2013, by and between **Industrial Services, Inc., 6201 No. 70th St., Lincoln, NE 68507** (hereinafter "Contractor") and **Lancaster County and The City of Lincoln** (hereinafter "Owners"), for the purpose of renewing the **Contract C-10-0310**, dated **June 29, 2012**, and **Resolution No. A-85927**, dated **July 19, 2010**, (the "Contract"), for **The Annual Requirements for Dead Animal Removal, Bid No. 10-110**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is **July 19, 2010 through July 18, 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 three (3) year term beginning **July 19, 2013 through July 18, 2016** and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed $10,400.00 per year without approval by the Lancaster County Board.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County **Contract C-10-0310** and **Resolution No. A-85927**, and stated herein the parties agree as follows:

1. The Contract shall be renewed for an additional three (3) year term beginning **July 19, 2013 through July 18, 2016.**
2. The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed $10,400.00 per year without approval by the Lancaster County Board.
3. 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 28 day of May, 2013

City of Lincoln, Nebraska

Executed this 20th day of June, 2013

Chris Beutler, Mayor

Lancaster County Attorney

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

Company Name:	Industrial Services Inc
By: (Name & Title)	(Please Print) Lori Knaub Sec. Tres.
By: (Name & Title)	(Please Sign) CEO
Company Address:	6201 N. 70 Lincoln Ne. 68507
Company Phone & Fax:	402/467.3581 402/467.3508
Date:	Dated this 16 day of May, 2013

CONTRACT DOCUMENTS

CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA

ANNUAL REQUIREMENTS
FOR
Dead Animal Removal
Bid No. 10-110

Industrial Services, Inc.
6201 No. 70th St.
Lincoln, NE 68507
402-467-3581

CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this _____ day of_____2010, by and between **Industrial Services, Inc., 6201 No. 70th St., Lincoln, NE 68507**, 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 **Dead Animal Removal, Bid No. 10-110** 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.

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 shall be a three (3) year term with the options for one (1) additional three (3) year period.

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

City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Resolution No. A-85927

dated 7-19-2010

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

for Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

Hudkins Absent

dated 6/29/10

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Industrial Services Inc
Name of Corporation

ATTEST:
Oneta (Lori) Knaub (SEAL)
Secretary

6201 N. 70 Lincoln Ne
(Address)

By: [signature]
Duly Authorized Official

CEO
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	Robert Walla Asst. Purchasing Agent
Email	rwalla@lincoln.ne.gov
Phone	1 (402) 441-8309
Fax	1 (402) 441-6513
Bid Number	10-110
Title	Dead Animal Removal
Bid Type	Bid
Issue Date	05/26/2010
Close Date	6/9/2010 12:00:00 PM CST
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68516
Contact	Robert Walla Asst. Purchasing Agent
Department	Purchasing
Building	
Floor/Room	Suite 200
Telephone	1 (402) 441-8309
Fax	1 (402) 441-6513
Email	rwalla@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	INDUSTRIAL SERVICES, INC.
Address	6201 North 70th Street Lincoln, NE 68507
Contact	Dennis or Lori Knaub
Department	
Building	
Floor/Room	
Telephone	1 (402) 467-3581
Fax	1 (402) 467-3508
Email	isidennis@isinebraska.com
Submitted	6/3/2010 11:47:48 AM CST
Total	$34,800.00

Signature

Supplier Notes

Bid Notes

Bid Messages

Please review the following and respond where necessary

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

2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
6	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
7	Contact	Name of person submitting this bid:	Lori Knaub
8	Annual Requirements	I acknowledge reading and understanding the Annual Requirements.	Yes
9	Disposal Location	My company will dispose of all animals picked up under this contract at the Bluff Road Landfill owned by the City of Lincoln? YES or NO. If NO, list the dropoff location.	Yes
10	Work Experience	Has your company provided dead animal disposal to any entity in the past? YES or NO. If YES, please provide the location and dates of service.	Yes (City of Lincoln)

Line Items

#	Qty	UOM	Description	Response
1	600	EA	Regular Collection - Deer REGULAR BUSINESS HOURS - MON.-FRI. 7am-6pm	$45.00
	Item Notes:		ONLY PROVIDE THE PER ANIMAL COST!	
	Supplier Notes:		Plus Landfill Fee (21.00 Per Ton)	
2	100	EA	Regular Collection - Deer AFTER BUSINESS HOURS - MON.-FRI. 7pm-6am and Weekends/Holidays	$45.00
	Item Notes:		ONLY PROVIDE THE PER ANIMAL COST!	
	Supplier Notes:		Plus Landfill Fee (21.00 Per Ton)	
3	50	EA	Special Collection - Pig,Cow,Horse REGULAR BUSINESS HOURS - MON.-FRI. 7am-6pm	$55.00
	Item Notes:		ONLY PROVIDE THE PER ANIMAL COST!	
	Supplier Notes:		Plus Landfill Fee (21.00 Per Ton)	
4	10	EA	Special Collection - Pig,Cow,Horse AFTER BUSINESS HOURS - MON.-FRI. 7pm-6am and Weekends/Holidays	$55.00
	Item Notes:		ONLY PROVIDE THE PER ANIMAL COST!	
	Supplier Notes:		Plus Landfill Fee (21.00 Per Ton)	
			Response Total:	$34,800.00

SPECIFICATIONS

REMOVAL OF DEAD ANIMALS FROM CITY AND COUNTY ROADS

1. **SUPPLEMENTAL INSTRUCTIONS**

1.1 The intent of this bid is to award a contract for Dead Animal Collection Services from City and Lancaster County roadways upon request from City of Lincoln and Lancaster County authorities hereinafter referred to as Owners.

1.2 Vendors 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 Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.

1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.

1.3.2 The City/County Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.

1.4 The term of the contract to the awarded vendor will be for (3) years with the option to renew for (1) one additional (3) three year period with the consent of all parties.

2. **VENDOR REQUIREMENTS**

2.1 Successful Vendor shall remove the carcasses of all deer and other animals (average weight range between 150-250 lbs.) which are reported via the County Sheriff's Office, City of Lincoln Police Department and City of Lincoln Animal Control Officers for locations within the limits of Lancaster County Nebraska.

2.2 Vendor shall dispose of the animals collected in accordance with the standards set by and in a manner approved by the City of Lincoln/Lancaster County Health Department.

2.3 Contractor shall remove all carcasses within 24 hours maximum of verbal notification by the initial call placed by the Owners.

2.4 Contractor shall provide a telephone number which will be answered 24 hours a day, seven days a week, to receive notification of collection to be made from Owners.

2.4.1 If the telephone number provided is an answering service, it will be regarded as the initial call by the Owners.

2.5 "Regular Collection" shall be for all deer reported by the Owners with service seven (7) days per week including holidays.

2.5.1 All animals in this category must be picked up within 24 hours from the initial call or liquidated damages will prevail.

2.6 "Special Collection" shall be for other animals (i.e., cow, horse, pig, etc.) which may be over 250 lbs. reported by the Owners with service seven (7) days per week including holidays.

2.6.1 All animals in this category must be picked up within 48 hours from the initial call or liquidated damages will prevail.

2.7 The collection of small animals such as pets including dogs, cats, rabbits, etc. is not a part of this contract.

2.7 The Contractor shall, at the Contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work described in this proposal and to the preservation of the public health and safety.

3. **ESTIMATED QUANTITIES:**

3.1 Quantities set forth in the specification document are approximate and represent the estimated requirements for the contract period.

3.2 The quantities offered for unit price bid extended for total prices shall be used only as a basis for the evaluation of the offers received.

3.2.1 The actual quantity of service necessary may be more or less than the estimates listed on the bidding schedule, but the Owners shall be neither obligated nor limited to any specified amount.

4. **LIQUIDATED DAMAGES**

4.2 If the Contractor refuses or fails to perform the work as stated herein, with such diligence as will ensure its completion within the time specified in these specifications, or any extension thereof, the Owners will be entitled to the resulting damages caused by the delay.

4.2.1 Damages will be the cost to the Owners incurred as a result of continuing the current level and type of service over the cost that would be incurred had the contract work been completed in the time frame stipulated and any other damages suffered by the Owners.

4.2.2 The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with resulting liquidated damages if:

4.2.2.1 The delay in the completing of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to; fires, floods, epidemics, quarantine restrictions, or unusually severe weather.

4.2.2.2 The Owners shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the Owners judgement, the findings of fact justify such an extension, and the Owners findings of fact shall be final and conclusive on the parties subject only to appeal as provided by law.

5. **FEE SCHEDULE**

5.1 Vendors shall provide a fee in the Line Item section of the ebid response for "Regular Collection" and "Special Collection".

5.1.1 The fee for these Line Items will be for all expenses incurred by the Vendor to pickup the animal and transport it to an approved landfill or other location.

5.1.2 Vendor shall provide separate pricing for regular business hours and after hours pickup as indicated in Line Items.

5.2 Landfill Fees will be charged according to the fee schedule set by the City of Lincoln.

5.2.1 Current Landfill Rate is: $24.00/Ton with a minimum charge of $14.00/Drop.

5.2.2 Vendor shall also pay the Occupation Tax for each drop according to the most current fee schedule.

5.2.3 Vendor must indicate the weight of animals being disposed of, the Landfill Rate charged and the Occupation Tax on their invoice for each and every call.

5.2.3.1 Failure to complete the monthly invoice with this information may result in cancellation of contract.

5.3 Vendors shall submit a monthly statement to the Owners indicating the following information:

Department making call
Time of call
Type of collection - Special or Regular
Cost for collection
Landfill Payment Rate (As listed in 5.2)

5.3.1 Each department will be billed individually.