

**Amendment to Agreement for  
Sidewalks & Fallbrook Trail  
Snow Removal  
Bid No. 10-247  
(Additional Locations)**

This Amendment is hereby entered into on this 5<sup>th</sup> day of December, 2013, by and between **Rindone, Inc., 570 Fallbrook Blvd, Suite 103, Lincoln, NE 68521** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated January 10, 2011, D.O. No. 05239, (the "Agreement"), for **Sidewalks & Fallbrook Trail Snow Removal for Parks and Recreation Department, Bid No. 10-247**, which is made a part hereof by this reference.

WHEREAS, the parties wish to add the Big Red Parking Garage to be serviced with this snow removal agreement (per Attachment A); and

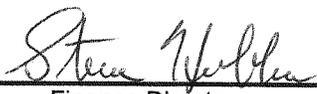
WHEREAS, the parties wish to add the Lumber Works Parking Lot to be serviced with this snow removal agreement (per Attachment B);

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under City Directorial Order No. 05239 and stated herein the parties agree as follows:

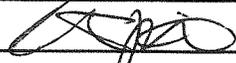
- 1) The parties wish to add the Big Red Parking Garage to be serviced with this snow removal agreement (per Attachment A).
- 2) The parties wish to add the Lumber Works Parking Lot to be serviced with this snow removal agreement (per Attachment B)
- 3) All other terms of the Agreement, not in conflict 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.

Dated this <u>27<sup>th</sup></u> day
of <u>November</u> 2013
 <hr style="width: 80%; margin: 0 auto;"/> Finance Director

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

<b>Company Name: (PLEASE PRINT)</b>	Rindone Inc
<b>By: (PLEASE PRINT)</b>	Scott Rindone
<b>By: (PLEASE SIGN)</b>	
<b>Title:</b>	Vice President
<b>Company Address: (PLEASE PRINT)</b>	570 Fallbrook Blvd- Ste 103
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	402-438-0355
<b>E-Mail Address: (PLEASE PRINT)</b>	Scott@rindoneinc.com
<b>Date:</b>	11/21/2013

**RINDONE, INC.**   
CONSTRUCTION-ARCHITECTURE  
570 FALLBROOK BLVD., SUITE 103  
LINCOLN, NEBRASKA 68521  
(402) 438-0355 RINDONEINC.COM

Snow Removal Bid for Big Red Parking Garage:

- Pushing Snow with Vehicle Mounted Snow Plow – 77.00 Per Hour
- Cost Per Hour for Hauling Snow from Facilities to Snow Dumps – 80.00 Per Hour
- Cost Per Hour for Actual Hand Snow Removal Services when/where rendered – 50.00 Per Hour
- Cost per Hour for use of Rubber Tired Loader to load Trucks to Haul Snow from Facilities to Snow Dumps – 75.00 Per Hour
- Sidewalk Snow Removal – 50.00 Per Hour
- Applying Ice Melt Compound to Sidewalks – 50.00 Per Hour
- Spreading Gravel on Parking Lots and Drives – 80.00 Per Hour

Rindone has the equipment to not only remove the snow, but also has the equipment to haul away snow when it is needed.

- 2 Trucks with Blades (More if Needed)
- 2 Skid Loaders (More if Needed)
- Dump Truck with Large Spreader on Back.

\_\_\_\_\_  
Scott Rindone  
Vice-President  
Rindone Inc.

Date: \_\_\_\_\_

**RINDONE, INC.**   
CONSTRUCTION-ARCHITECTURE  
570 FALLBROOK BLVD., SUITE 103  
LINCOLN, NEBRASKA 68521  
(402) 438-0355 RINDONEINC.COM

Snow Removal Bid for Lumber Works Parking Lot:

- Pushing Snow with Vehicle Mounted Snow Plow – 77.00 Per Hour
- Cost Per Hour for Hauling Snow from Facilities to Snow Dumps – 80.00 Per Hour
- Cost Per Hour for Actual Hand Snow Removal Services when/where rendered – 50.00 Per Hour
- Cost per Hour for use of Rubber Tired Loader to load Trucks to Haul Snow from Facilities to Snow Dumps – 75.00 Per Hour
- Sidewalk Snow Removal – 50.00 Per Hour
- Applying Ice Melt Compound to Sidewalks – 50.00 Per Hour
- Spreading Gravel on Parking Lots and Drives – 80.00 Per Hour

Rindone has the equipment to not only remove the snow, but also has the equipment to haul away snow when it is needed.

- 2 Trucks with Blades (More if Needed)
- 2 Skid Loaders (More if Needed)
- Dump Truck with Large Spreader on Back.

\_\_\_\_\_  
Scott Rindone  
Vice-President  
Rindone Inc.

Date: \_\_\_\_\_

**Amendment to Agreement for  
Sidewalks & Fallbrook Trail  
Snow Removal  
Bid No. 10-247  
(Additional Locations)**

This Amendment is hereby entered into on this 27<sup>th</sup> day of November, 2013, by and between Rindone, Inc., 570 Fallbrook Blvd, Suite 103, Lincoln, NE 68521 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated January 10, 2011, D.O. No. 05239, (the "Agreement"), for **Sidewalks & Fallbrook Trail Snow Removal for Parks and Recreation Department, Bid No. 10-247**, which is made a part hereof by this reference.

WHEREAS, the parties wish to add the Pinnacle Bank Arena Parking Lot and Festival Area as per Attachment A;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under City Directorial Order No. 05239 and stated herein the parties agree as follows:

- 1) The parties wish to add the Pinnacle Bank Arena Parking Lot and Festival Area as per Attachment A.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

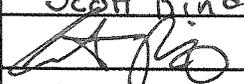
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Dated this <u>20<sup>th</sup></u> day
of <u>November</u> 2013

_____ Finance Director

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

<b>Company Name: (PLEASE PRINT)</b>	Rindone Inc.
<b>By: (PLEASE PRINT)</b>	Scott Rindone
<b>By: (PLEASE SIGN)</b>	
<b>Title:</b>	Vice President
<b>Company Address: (PLEASE PRINT)</b>	570 Fallbrook Blvd. Ste 103
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	402-438-0385
<b>E-Mail Address: (PLEASE PRINT)</b>	Scott@Rindoneinc.com
<b>Date:</b>	11/15/13

**RINDONE, INC.**   
CONSTRUCTION-ARCHITECTURE  
570 FALLBROOK BLVD., SUITE 103  
LINCOLN, NEBRASKA 68521  
(402) 438-0355 RINDONEINC.COM

10/31/2013

Snow Removal Bid for Pinnacle Bank Arena Parking Lot:

- Pushing Snow with Vehicle Mounted Snow Plow (Pickup Trucks) – 77.00 Per Hour
- Pushing Snow with Vehicle Mounted Snow Plow (Dump Truck) – 90.00 Per Hour
- Cost Per Hour for Actual Hand Snow Removal Services when/where rendered – 50.00 Per Hour
- Cost per Hour for use of Rubber Tired Loader to load Trucks to Haul Snow from Facilities to Snow Dumps – 110.00 Per Hour
- Sidewalk Snow Removal – 50.00 Per Hour
- Applying Ice Melt Compound to Sidewalks – 50.00 Per Hour
- Spreading Gravel on Parking Lots and Drives – 80.00 Per Hour
- Skid Loader – 70.00 Per Hour

Rindone Inc. is also the company that will be doing all snow removal for city parking garages and flat lots, which means that we will already have our equipment in place. This will give us an advantage in being able to have the snow removed promptly.

86162

**Amendment to Agreement for  
Sidewalks & Fallbrook Trail  
Snow Removal  
Bid No. 10-247  
(Final Renewal)**

This Amendment is hereby entered into on this 22 day of April, 2013, by and between Rindone, Inc., 570 Fallbrook Blvd, Suite 103, Lincoln, NE 68521 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated January 10, 2011, D.O. No. 05239, (the "Agreement"), for Sidewalks & Fallbrook Trail Snow Removal for Parks and Recreation Department, Bid No. 10-247, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is a one (1) year term with the option to renew for two (2) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning May 2, 2013 thru May 1, 2014; and

WHEREAS, the parties wish to add the Lincoln City Libraries time requirements listed in Attachment A; and

WHEREAS, the parties wish to remove an Urban Development property located at 1621 N. 29<sup>th</sup> Street; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under City Directorial Order No. 05239 and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning May 2, 2013 thru May 1, 2014.
- 2) The parties wish to add the Lincoln City Libraries time requirement listed in Attachment A.
- 3) The parties wish to remove the Urban Development property located at 1621 N. 29<sup>th</sup> Street.
- 4) 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.

Dated this <u>14th</u> day
of <u>June</u> 2013
 <hr/> Chris Beutler, Mayor

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

Dated 4/22/2013

Company Name: (PLEASE PRINT)	Rindone Inc.
By: (PLEASE PRINT)	Scott Rindone
By: (PLEASE SIGN)	
Title:	Vice President
Company Address: (PLEASE PRINT)	570 Fallbrook Blvd. Ste 103
Company Phone & Fax: (PLEASE PRINT)	402-438-0355
E-Mail Address: (PLEASE PRINT)	Scott @ Rindone inc.com

Lincoln City Libraries  
Snow & Ice Removal: Time Requirements  
3/20/13

Julee Hector, Assistant Library Director

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Clearing of the Bennett Martin sidewalks is the first priority, so the snow does not get packed down and so our delivery service can load their truck.

No later than 7:00 a.m.

- Bennett Martin sidewalks should be cleared

No later than 8:00 a.m.

- All parking lots should be cleared, including loading dock areas
- All staff entrances and staff sidewalks should be cleared.

No later than 9:00 a.m.

- All sidewalks and public entrances should be cleared

**Amendment to Agreement for  
Sidewalks & Fallbrook Trail Snow Removal  
Bid No. 10-247**

This Amendment is hereby entered into on this 20<sup>th</sup> day of March, 2013 by and between **Rindone, Inc., 570 Fallbrook Blvd, Suite 103, Lincoln, NE 68521** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **January 10, 2011**, under D.O. No. **05239**, (the "Agreement"), for **Sidewalks & Fallbrook Trail Snow Removal for Parks and Recreation Department, Bid No. 10-247**, which is made a part hereof by this reference.

WHEREAS, the parties wish to add the addresses listed in Attachment A, located in Lincoln, Nebraska, to be serviced by this snow removal contract; and

WHEREAS, the parties wish to add the pricing for the Parking Garages as listed in Attachment B; and

WHEREAS, the parties wish to add the Specifications listed in Attachment C, as a guide to performance of the contract; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The parties wish to add the addresses listed in Attachment A, located in Lincoln, Nebraska, to be serviced by this snow removal contract.
- 2) The parties wish to add the pricing for the Parking Garages as listed in Attachment B.
- 3) The parties wish to add the Specifications listed in Attachment C, as a guide to performance of the contract.
- 4) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

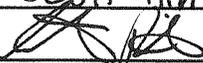
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Dated this <u>20<sup>th</sup></u> day of <u>March</u> 2013
 Chris Beutler, Mayor

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

Executed this 19 day of March, 2013

<b>Company Name: (PLEASE PRINT)</b>	Rindone Inc.
<b>By: (PLEASE PRINT)</b>	Scott Rindone
<b>By: (PLEASE SIGN)</b>	
<b>Title:</b>	Vice-President
<b>Company Address: (PLEASE PRINT)</b>	570 Fallbrook Blvd. Ste 103
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	402-438-0355
<b>E-Mail Address: (PLEASE PRINT)</b>	<del>scott@rindone.com</del> Scott@Rindoneinc.com

**Attachment A**

<b>FACILITY NAME</b>	<b>ADDRESS</b>
Center Park Garage**	1220 N ST.
Cornhusker Square**	1220 L ST.
University Square**	101 N. 14TH ST.
Que Place**	1111 Q ST.
Carriage Park**	1128 L ST.
Market Place**	925 Q ST.
Larson Building	1317 Q ST.
Lumberworks** (Opens Nov. 2013)	7TH & O ST.
Depot South	7TH & O ST.
West Depot Lot	7TH & O ST.
Haymarket Garage**	848 Q ST.
19th and Q Lot	19th & Q ST.
Holdrege Lot	17th & Saltcreek
St. Paul Lot	47th & ST. Paul ST.
Madison Lot	48th & Madison ST.
Baldwin Lot	48th & Baldwin ST.
Platte Lot	62nd & Platte AVE.
27th & F Lot	27th & F ST.
House of Flowers Lot	South 27th ST.
27th & Randolph Lot	27th & Randolph ST.
Coca-Cola Lot 25th and Randolph	25th & Randolph ST.
27th and Randolph (North Side Lot)	27th & Randolph ST.

\*\* Designates Parking Garage with roof top

**RINDONE, INC.**

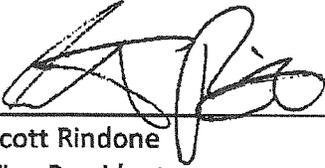
CONSTRUCTION-ARCHITECTURE  
 570 FALLBROOK BLVD., SUITE 103  
 LINCOLN, NEBRASKA 68521  
 (402) 438-0355 RINDONEINC.COM

Snow Removal Bid for City Parking Garages:

- Pushing Snow with Vehicle Mounted Snow Plow – 77.00 Per Hour (*Rubber Tip Blade Only*)
- Cost Per Hour for Hauling Snow from Facilities to Snow Dumps – 80.00 Per Hour
- Cost Per Hour for Actual Hand Snow Removal Services when/where rendered – 50.00 Per Hour
- Cost per Hour for use of Rubber Tired Loader to load Trucks to Haul Snow from Facilities to Snow Dumps – 75.00 Per Hour
- Sidewalk Snow Removal – 50.00 Per Hour
- Applying Ice Melt Compound to Sidewalks – 50.00 Per Hour
- Spreading Gravel on Parking Lots and Drives – 80.00 Per Hour (*includes gravel*)

Rindone has the equipment to not only remove the snow, but also has the equipment to haul away snow when it is needed.

- 2 Trucks with Blades (More if Needed)
- 2 Skid Loaders (More if Needed)
- Dump Truck with Large Spreader on Back.

  
 \_\_\_\_\_  
 Scott Rindone  
 Vice-President  
 Rindone Inc.

Date: 3/6/2013

**SPECIFICATIONS FOR SNOW & ICE REMOVAL SERVICES  
CITY OF LINCOLN PARKING SERVICES DIVISION**

**1. PROJECT SCOPE**

- 1.1 The City of Lincoln Parking Services Division is requesting bids from Contractors to assist in snow and ice removal of our parking facilities, including but not limited to: Cornhusker Garage, Carriage Garage, Center Park Garage, University Square Garage, Larson Building Garage, Que Place Garage, Market Place Garage, Haymarket Garage, West Depot Parking Lot and any future facilities operated by Parking Services Division. (Please see attachment A for a list of facilities).
- 1.2 Contractor shall furnish equipment, materials, and operations for removal of snow and ice from parking lots, drives, sidewalks and during the winter season on or about November-May.
- 1.3 Services may be required outside these dates and the contractor agrees to provide services as needed. Bid Prices shall remain firm during the initial contract year.

**2. SNOW/ICE REMOVAL STANDARDS**

- 2.1 Contractor must push snow with Vehicle Mounted Snow Plow with a rubber bottom blade or Rubber Tired Skid Loader.
  - 2.1.1 Cost per hour for Vehicle Mounted snow plowing.
  - 2.1.2 Cost per hour for Rubber Tired Skid Loader snow plowing.
- 2.2 Sidewalk snow removal
  - 2.2.1 Cost per hour for actual snow removal services using a snow blower.
  - 2.2.2 Cost per hour for actual hand snow removal services when/where required.
- 2.3 Spreading Gravel on Parking Lots, Parking Roofs and Drives as needed.
  - 2.3.1 Cost per hour for gravel spreading services including labor, equipment and material.
    - 2.3.1.1 Price per hour to include gravel.
- 2.4 Vendors must provide a price for ice melt and the spreading of this material on sidewalks as needed.
- 2.5 **Travel time and costs to travel between sites are not billable and must be figured into the cost per hour for actual snow plowing services.**
- 2.6 Awarded contractors shall comply with the current Lincoln Municipal Code, Section 14.80.110.
- 2.7 Contractors will be required to coordinate removal of snow by City Hauling Contractors to the City Snow Dump located on Sun Valley Blvd. that has been removed from the rooftops if it does not have the equipment to do so on their own.
  - 2.7.1 Vendors shall provide a per hour cost for snow hauling in the event the Vendor has the equipment to handle the work.
  - 2.7.2 Vendors who do not have hauling equipment will still be considered for the contract.

4. **ADDITIONAL REQUIREMENTS**

- 4.1 Contractor must remain in contact with Parking General Manager, Operations Manager and or Maintenance Manager for specifications on snow removal services throughout the contractual year.
  - 4.1.1 Contractor must remove snow if 2 inches of snow falls in the downtown area as authorized by General Manager, Operations Manager or Maintenance Manager of Parking Facilities.
  - 4.1.2 Snow piles must not be left in any reserved parking spaces.
  - 4.1.3 Snow piles must not be near stairwells or elevator lobbies.
  - 4.1.4 No ice melt on an any garage entry/exit/rooftop. Gravel or sand only.
  - 4.1.5 Contractor must remove snow from roof tops between the hours of 11:00 p.m. - 7:00 AM.

5. **QUESTIONS AND SUBMISSION**

- 5.1 Any questions or concerns must be submitted in writing to Bob Walla, City of Lincoln Assistant Purchasing Agent - [rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov) - Fax: 402-441-6513.
- 5.2 Vendors shall contact Bob Walla at 402-441-8309 if they are interested in viewing facilities on Friday, March 1, 2013 at 1:00pm at the Haymarket Parking Garage Office, 850 Q Street, Lincoln, NE.
- 5.3 Quotes shall be completed on company letterhead with all of the rates requested in section 2 by Wednesday, March 6, 2013 at 4:00pm.
  - 5.3.1 Quotes shall be brought to the Purchasing Office at 440 South 8<sup>th</sup> Street, Lincoln, NE. Suite 200.

**Amendment to Agreement for  
Sidewalks & Fallbrook Trail Snow Removal  
Bid No. 10-247**

This Amendment is hereby entered into on this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between **Rindone, Inc., 570 Fallbrook Blvd, Suite 103, Lincoln, NE 68521** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **January 10, 2011**, D. O. No. **05239**, (the "Agreement"), for **Sidewalks & Fallbrook Trail Snow Removal for Parks & Recreation Department, Bid No. 10-247**, which is made a part hereof by this reference.

WHEREAS, the parties wish to add the following addresses in Lincoln Nebraska to be serviced by this snow removal contract  
 1 – 2948 Starr Street;    2 – 2800 "Y" Street;    3 – 1425 North 25<sup>th</sup> Street;    4 – 1427 North 25<sup>th</sup> Street;  
 5 – 1531 North 28<sup>th</sup> Street    6 – 1621 North 29<sup>th</sup> Street;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under City Directorial Order No. 05239, and stated herein the parties agree as follows:

- 1) The parties agree that the following address in Lincoln, Nebraska will be added to this contract:  
**1 – 2948 Starr Street;    2 – 2800 "Y" Street;    3 – 1425 North 25<sup>th</sup> Street;    4 – 1427 North 25<sup>th</sup> Street;  
 5 – 1531 North 28<sup>th</sup> Street    6 – 1621 North 29<sup>th</sup> Street;**
- 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>2nd</u> day of <u>January</u> 2013 <i>[Signature]</i> Director, Urban Development
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**Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.**

Dated 12/19/2012

<b>Company Name: (PLEASE PRINT)</b>	Rindone Inc.
<b>By: (PLEASE PRINT)</b>	Scott Rindone
<b>By: (PLEASE SIGN)</b>	<i>[Signature]</i>
<b>Title:</b>	Vice President
<b>Company Address: (PLEASE PRINT)</b>	570 Fallbrook Blvd.
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	402-438-0355
<b>E-Mail Address: (PLEASE PRINT)</b>	Rindoneinc @ Rindoneinc.com

Urban Development Sidewalk Snow Removal Properties as of October 19, 2012:

2716 Starr Street

2718 Starr Street

2948 Starr Street\*

2701 "R" Street

2800 "Y" Street\*

1425 North 25<sup>th</sup> Street\*

1427 North 25<sup>th</sup> Street\*

1420 North 27<sup>th</sup> Street

639 North 27<sup>th</sup> Street

534 North 27<sup>th</sup> Street

422 North 27<sup>th</sup> Street

432 North 27<sup>th</sup> Street

444 North 27<sup>th</sup> Street

344 North 27<sup>th</sup> Street

350 North 27<sup>th</sup> Street

940 North 27<sup>th</sup> Street

1425 North 27<sup>th</sup> Street

540 North 28<sup>th</sup> Street

541 North 28<sup>th</sup> Street

545 North 28<sup>th</sup> Street

1531 North 28<sup>th</sup> Street\*

1621 North 29<sup>th</sup> Street\*

\*Properties added

### Amendment to Agreement for Sidewalks & Fallbrook Trail Snow Removal Bid No. 10-247

This Amendment is hereby entered into on this 19 day of March, 2012, by and between Rindone, Inc., 570 Fallbrook Blvd, Suite 103, Lincoln, NE 68521 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated January 10, 2011, D. O. No. 05239, (the "Agreement"), for **Sidewalks & Fallbrook Trail Snow Removal for Parks & Recreation Department, Bid No. 10-247**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is a one (1) year term with the option to renew for two (2) additional one (1) year term upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend this Agreement for an additional one (1) year being May 2, 2012 through May 1, 2013; and

WHEREAS, the parties wish to add the following addresses - 540 N. 28<sup>th</sup> St., 541 N. 28<sup>th</sup> St. And 545 N. 28<sup>th</sup> St., Lincoln, NE - to be serviced by this snow removal contract;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under City Directorial Order No. 05239, and stated herein the parties agree as follows:

- 1) The term of the Agreement shall be **May 2, 2012 through May 1, 2013.**
- 2) The parties agree that the following address - **540 N. 28<sup>th</sup> St., 541 N. 28<sup>th</sup> St. And 545 N. 28<sup>th</sup> St., Lincoln, NE** - will be added to this contract.
- 3) 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 17 day  
of April 2012  
Patricia Beach  
Director, Lincoln Public Library

Dated this 5 day  
of April 2012  
Cyrus Johnson  
Director, Parks & Recreation

Dated this 6th day  
of April 2012  
David Hedges  
Director, Urban Development

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

Dated 3/19/2012

Company Name: (PLEASE PRINT)	Rindone Inc.
By: (PLEASE PRINT)	Scott Rindone
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	Vice-President
Company Address: (PLEASE PRINT)	570 Fallbrook Blvd. Lincoln, NE 68521
Company Phone & Fax: (PLEASE PRINT)	402-438-0355
E-Mail Address: (PLEASE PRINT)	Rindoneinc@Rindoneinc.com

**Amendment to Agreement for  
Annual Requirements for  
Sidewalks & Fallbrook Trail Snow Removal  
Bid No. 10-247**

06845

This Amendment is hereby entered into on this 7 day of Dec, 2011, by and between Rindone, Inc., 570 Fallbrook Blvd, Suite 103, Lincoln, NE 68521 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending a Contract dated January 10, 2011, under D. O. No. 05239, (the "Contract"), for Sidewalks & Fallbrook Trail Snow Removal, which is made a part hereof by this reference.

WHEREAS, the parties wish to add the following addresses - 1425 N. 27<sup>th</sup> St. and 2718 Starr St., Lincoln, NE to be serviced by this snow removal contract; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Directorial Order No. 05239, and stated herein the parties agree as follows:

- 1) The parties agree that the following addresses - 1425 N. 27<sup>th</sup> St. and 2718 Starr St., Lincoln, NE will be added to this contract.
- 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.

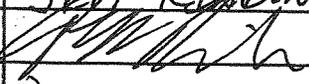
**Official City Use Only**

Dated this <u>29<sup>th</sup></u> day
of <u>November</u> 2011

Director, Urban Development

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

Dated \_\_\_\_\_

<b>Company Name: (PLEASE PRINT)</b>	RINDONE INC
<b>By: (PLEASE PRINT)</b>	JEFF RINDONE
<b>By: (PLEASE SIGN)</b>	
<b>Title:</b>	PRESIDENT
<b>Company Address: (PLEASE PRINT)</b>	570 FALLBROOK BLVD. SUITE 103 LINCOLN, NE 68521
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	402-238-0355
<b>E-Mail Address: (PLEASE PRINT)</b>	rindoneinc@rindoneinc.com

**Amendment to Agreement for  
Annual Requirements for  
Sidewalks & Fallbrook Trail Snow Removal  
(and Libraries per Attachment A)  
Bid No. 10-247**

This Amendment is hereby entered into on this 13<sup>th</sup> day of Oct., 2011, by and between Rindone, Inc., 570 Fallbrook Blvd, Suite 103, Lincoln, NE 68521 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending a Contract dated January 10, 2011, under D. O. No. 05239, (the "Contract"), for **Sidewalks & Fallbrook Trail Snow Removal (and Libraries per Attachment A) Bid No. 10-247**, which is made a part hereof by this reference.

WHEREAS, the original Term of the Agreement is January 10, 2011 through May 1, 2011, with the option to extend for **two (2) additional one (1) year periods** upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning May 2, 2011 through May 1, 2012; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Directorial Order No. 05239, and stated herein the parties agree as follows:

- 1) The parties agree that the term of the Agreement shall be from May 2, 2011 through May 1, 2012.
- 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.

**Official City Use Only**

Dated this 11<sup>th</sup> day  
of October 2011  
Patricia Seal  
Director, Lincoln Public Library

Dated this 30 day  
of August, 2011  
Ann Johnson  
Director, Parks and Recreation

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

Dated 6-30-11

Company Name: (PLEASE PRINT)	RINDONE INC
By: (PLEASE PRINT)	JEFF RINDONE
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	PRESIDENT
Company Address: (PLEASE PRINT)	570 FALLBROOK SUITE 103 68521
Company Phone & Fax: (PLEASE PRINT)	438-0355
E-Mail Address: (PLEASE PRINT)	Rindoneinc@epb.com

# Rindone, Inc.



construction - architecture

Office Phone: 402-429-0387  
570 Fallbrook Boulevard Ste 103

Snow removal site: Parks and Rec Trails

**Rates:**

- 1 - 5.99      \$65.00 Per Hour      2 hour max (for normal snow)
- 6 +            \$70.00 Per Hour      2.5 hour max (for normal snow)
- Ice melt @ 45 cents per pound

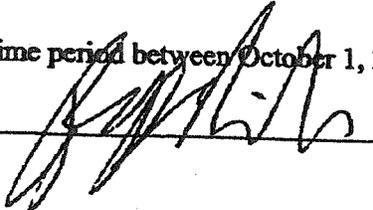
Ice Melt will be applied upon request, please check appropriate box.

Yes     No

Description of Service: Rindone Inc. will perform snow removal on all snow events starting at 1 inch. Removal services will conclude within eight hours of the end of a snow event. Snow fall amounts are determined by the National Weather Service. Invoices will include the dates and times of services rendered. If any service is not needed or desired, Rindone Inc. must be notified within eight hours of a snow event. Given that some snow events may end during business hours, Rindone Inc. reserves the right to begin the removal process.

Clients agree to hold Rindone Inc. harmless for any and all liability due to slips and falls on the above described property.

This agreement will apply to time period between October 1, 2011 and May 1, 2012.

Rindone Inc. Representative:  Date: 8-15-11

Client Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Client Title: \_\_\_\_\_ Contact Number: \_\_\_\_\_



Office Phone: 402-429-0387  
570 Fallbrook Boulevard Ste 103

Snow removal site: Urban Development

Rates:

- 1 - 5.99      \$340
- 6+              \$410

Ice Melt will be applied upon request, please check appropriate box.  
 Yes     No

Description of Service: Rindone Inc. will perform snow removal on all snow events starting at 1 inch. Removal services will conclude within eight hours of the end of a snow event. Snow fall amounts are determined by the National Weather Service. Invoices will include the dates and times of services rendered. If any service is not needed or desired, Rindone Inc. must be notified within eight hours of a snow event. Given that some snow events may end during business hours, Rindone Inc. reserves the right to begin the removal process.

Clients agree to hold Rindone Inc. harmless for any and all liability due to slips and falls on the above described property.

This agreement will apply to time period between October 1, 2011 and May 1, 2012.

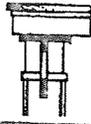
Rindone Inc. Representative: *[Signature]*      Date: 8-15-11

Client Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Client Title: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Attachment A

**Rindone, Inc.**  
construction - architecture



Office Phone: 402-429-0387  
570 Fallbrook Boulevard Ste 103

Snow removal site: Libraries

Rates:

- Truck with blade: \$80 per hour
- Dump Truck with blade: \$100 per hour
- Skid Loader with blower: \$85 per hour
- Skid Loader with bucket: \$75 per hour
- 4' Skid loader with bucket: \$65 per hour
- Four Wheeler w/ 4 ft. plow: \$70 per hour
- Snow Blower: \$64 per hour
- Hand Shovel: \$55 per hour
- Ice Melt: .55¢ per pound

Ice Melt will be applied upon request, please check appropriate box.

Yes  No

Description of Service: Rindone Inc. will perform snow removal on all snow events starting at 1 inch. Removal services will conclude within eight hours of the end of a snow event. Snow fall amounts are determined by the National Weather Service. Invoices will include the dates and times of services rendered. If any service is not needed or desired, Rindone Inc. must be notified within eight hours of a snow event. Given that some snow events may end during business hours, Rindone Inc. reserves the right to begin the removal process.

Clients agree to hold Rindone Inc. harmless for any and all liability due to slips and falls on the above described property.

This agreement will apply to time period between October 1, 2011 and May 1, 2012.

Rindone Inc. Representative: [Signature] Date: 8-15-11

Client Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Client Title: \_\_\_\_\_ Contact Number: \_\_\_\_\_

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**SIDEWALKS & FALLBROOK TRAIL SNOW REMOVAL  
BID NO. 10-247**

**Rindone, Inc.  
2600 West L Street  
Lincoln, NE 68522  
402.438.0355**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010, by and between **Rindone, Inc., 2600 West L Street, Lincoln, NE 68522**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

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

For providing **Sidewalks & Fallbrook Trail Snow Removal, Bid No. 10-247** and,

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

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

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

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

**Agreement to full proposal**

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

**City 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. The City 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 City may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide 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 City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option to renew for two (2) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Instructions to Bidders
  2. Insurance Requirements
  3. Accepted Proposal/Response
  4. Contract Agreement
  5. Specifications
  6. Special Provisions
  7. Addendum #1
  8. Attachment A - Addition of Library Snow Removal
  9. Sales Tax Exemption Form 13

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

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

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

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

City Clerk

*Jan E. Rock*



CITY OF LINCOLN, NEBRASKA

Parks & Recreation

*Lynn Johnson  
Director*

Approved by Directorial Order

05239

dated

1/10/11

JAN 26 2011

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

RENDONE INC.  
Name of Corporation

570 FALLBROOK BLVD. SUITE 103  
(Address)

By: *[Signature]*  
Duly Authorized Official

PRESIDENT  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

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

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

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon R. Mulder Assistant Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder, Asst. Purchasing Agent	Contact
Phone	(402) 441-7410	Department	Purchasing	Department
Fax	(402) 441-6513	Building		Building
Bid Number	10-247 Addendum 1	Floor/Room		Floor/Room
Title	Sidewalks & Fallbrook Trail Snow Removal	Telephone	(402) 441-7428	Telephone
Bid Type	Quote	Fax	(402) 441-6513	Fax
Issue Date	12/01/2010	Email	smulder@lincoln.ne.gov	Email
Close Date	12/10/2010 12:00:00 PM CST			
Need by Date				

## Supplier Information

Company Rindone, Inc  
 Address 2600 West L Street  
  
 Lincoln, NE 68522  
 Contact Jeff Rindone  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 438-0355  
 Fax 1 (402) 438-0516  
 Email jrindone@neb.rr.com  
 Submitted 12/10/2010 8:14:13 AM CST  
 Total \$917.50

Signature \_\_\_\_\_

## Supplier Notes

Rindone, Inc. proposes using a 6'6" snowblower mounted to skid loader to remove snow from Fallbrook trail system. On the eleven properties a 4' skidloader would be used. Rindone, Inc. is responsible for the commercial properties in fallbrook in regards to snow removal. We are staged in fallbrook with all of our equipment so no travel time is figured into rates. We will be able to keep a close eye on wheel chair ramps and windrows from city plowing.

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

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:	Jeff Rindone
6	References	I have attached a reference sheet with at least three (3) references on our company letterhead.	Yes
7	Equipment	I have submitted a list of equipment and materials that will be used for our snow removal services.	Yes
8	Bidders	All vendors whom bid for these projects shall attach an estimated time line for completing each area. Area 1 is all eleven (11) properties together as one bid and Area 2 is the Fallbrook Trail System. Please attach time lines in the response attachment section of the bid.	Yes
9	Renewal is an Option	Contract Extension Renewal is an option.	Yes
10	Annual Requirements	I acknowledge reading and understanding the Annual Requirements.	Yes
11	Term Clause of Contract	I acknowledge that the term of the contract will be a (3) three year term from the date of the executed contract. (a) Bid prices firm for the first 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 _____	Stay the Same
12	Electronic Signature	Please check here for your electronic signature.	Yes
13	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

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**Line Items**

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#	Qty	UOM	Description	Response
1	1	EA	Snow Removal of Sidewalks for snow accumulation of 1" - 5.99"	\$180.00
Item Notes: Price per snowfall of actual snow removal services on all eleven (11) properties together as one, along North 27th Street between "O" and Holdrege Streets. Properties: 2716 Starr Street 1420 North 27th Street 639 North 27th Street 534 North 27th Street 422 North 27th Street 432 North 27th Street 444 North 27th Street 2701 "R" Street 344 North 27th Street 350 North 27th Street 940 North 27th Street				
Supplier Notes:				
2	1	EA	Snow Removal of Sidewalks for snow accumulation of 6"-12"	\$250.00
Item Notes: Price per snowfall of actual snow removal services on eleven (11) properties together as one, along North 27th Street between "O" and Holdrege Streets. Properties: 2716 Starr Street 1420 North 27th Street 639 North 27th Street 534 North 27th Street 422 North 27th Street 432 North 27th Street 444 North 27th Street 2701 "R" Street 344 North 27th Street 350 North 27th Street 940 North 27th Street				
Supplier Notes:				
3	1	EA	Ice Melt for eleven (11) sidewalk properties only.	\$160.00
Item Notes: Price per applying ice melt for eleven properties all together for one (1) application.				
Supplier Notes: \$0.45 per pound				
4	1	EA	Fallbrook Trail Snow Removal	\$140.00
Item Notes: Rate per hour for snow accumulation of 1" - 5.99".				
Supplier Notes: \$70.00 Dollars per hour. Estimated time of 2.0 Hours				
5	1	EA	Fallbrook Trail Snow Removal	\$187.50
Item Notes: Rate per hour for snow accumulation of 6" - 12".				
Supplier Notes: \$75.00 Dollars per hour. Estimated time of 2.5 Hours				
Response Total:				\$917.50

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# Rindone, Inc.



construction - architecture

Office Phone: 402-429-0387  
570 Fallbrook Boulevard Ste 103

Snow removal site: 570 Building

Rates:

- Truck with blade: \$80 per hour
- Dump Truck with blade: \$100 per hour
- Skid Loader with blower: \$85 per hour
- Skid Loader with bucket: \$75 per hour
- 4' Skid loader with bucket: \$65 per hour
- Four Wheeler w/ 4 ft. plow: \$70 per hour
- Snow Blower: \$64 per hour
- Hand Shovel: \$55 per hour
- Ice Melt: .55¢ per pound

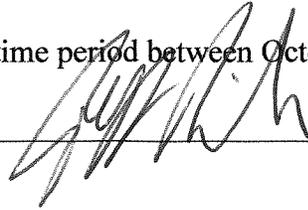
Ice Melt will be applied upon request, please check appropriate box.

Yes    No

Description of Service: Rindone Inc. will perform snow removal on all snow events starting at 1 inch. Removal services will conclude within eight hours of the end of a snow event. Snow fall amounts are determined by the National Weather Service. Invoices will include the dates and times of services rendered. If any service is not needed or desired, Rindone Inc. must be notified within eight hours of a snow event. Given that some snow events may end during business hours, Rindone Inc. reserves the right to begin the removal process.

Clients agree to hold Rindone Inc. harmless for any and all liability due to slips and falls on the above described property.

This agreement will apply to time period between October 1, 2010 and May 1, 2011.

Rindone Inc. Representative:  Date: 1-7-11

Client Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Client Title: \_\_\_\_\_ Contact Number: \_\_\_\_\_

**SPECIFICATIONS FOR  
SNOW REMOVAL OF SIDEWALKS AND THE FALLBROOK TRAIL SYSTEM  
SERVICES  
BID NO. 10-247**

**1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

- 1.1 It is the intent of this specification to describe the requirements for removal of snow and ice from various sidewalks in Lincoln and the Fallbrook Trail System.
  - 1.1.1 Specific properties for snow shoveling of sidewalks is listed on the e-bid as line item #1.
    - 1.1.2.1 Those eleven (11) properties are located along North 27<sup>th</sup> Street between "O" and Holdrege Streets.
  - 1.1.2 Fallbrook Trail System is located near Highway 34 and West Fletcher; Lincoln, NE.
- 1.2 Bid prices shall include the entire cost of equipment and operators for the removal of snow.
- 1.3 Vendor shall submit bid documents and all supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) Or Fax: (402) 441-6513.
  - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
- 1.5 Contract term one (1) year with options to renew for two (2) additional one year terms.
- 1.6 Vendor must respond to attribute must be filled out listing the equipment and materials to be used by bidder for snow removal services.
  - 1.6.1 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.
  - 1.6.2 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.

**2. SITE VISITATION AND PRE-BID CONFERENCE FOR FALLBROOK TRAIL SYSTEM**

- 2.1 Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of work, stamped concrete area and other obstacles which may be encountered and all other relevant matters concerning the work to be performed.
- 2.3 A pre-bid conference will be held on Tuesday, December 7<sup>th</sup> at 1:30 p.m. for the Fallbrook Trail System snow removal portion only.
  - 2.3.1 All interested bidders are encouraged to attend.

**3. SCOPE OF WORK - SIDEWALKS**

- 3.1 Removal of snow and/or ice on sidewalks shall be done on all snow events per Department standards and/or City ordinance.
  - 3.1.1 Snowfall of 1" by official measurement at the Lincoln Airport is considered enough for snow removal.
    - 3.1.1.1 Snow event rates will be broke down per 1" - 5.99" and 6" -12 " inches per snowfall for all eleven properties.
  - 3.1.2 Department standard requires snow removed from sidewalks within twenty-four (24) hours of the end of snow event.
  - 3.1.3 Entire width of sidewalk must be cleared as well as curb cuts.
  - 3.1.2 Snow shall be removed from sidewalks after snow plows have cleared streets.
- 3.2 Ice melt shall be applied.

**4. SCOPE OF WORK - FALLBROOK TRAIL SYSTEM**

- 4.1 Removal of snow and/or ice on Fallbrook Trail system shall be done on all snow events per Department standards and/or City ordinance.
  - 4.1.1 Snowfall of 1" by official measurement at the Lincoln Airport is considered enough for snow removal.
    - 4.1.1.1 Snow event rates will be broke down per 1" - 5.99" and 6" -12 " inches per snowfall and per snow event.
  - 4.1.2 Department standard for school routes ( this is) is to have the trail clear by 7:00 a.m. on school days if snow has ended.
    - 4.1.2.1 City ordinance requires snow removal by 9:00 a.m. the day following the end of the snow event.
    - 4.1.2.2 Request may be made for more than one plowing for a snowfall and conditions require it.
      - 4.1.2.2.1 This is decided on a case by case basis by the District Supervisor.
  - 4.1.3 If any service is not needed or desired, vendor shall be notified within eight (8) hours of a snow event.
- 4.2 No Ice melt shall be used on the Fallbrook Trail.
- 4.3 Special stamped concrete locations shall have snow blade raised and then followed up with manual scooping and/or a snow blower to avoid damage to those areas.

**Addendum #1**  
for  
**SNOW REMOVAL OF SIDEWALKS AND THE FALLBROOK  
TRAIL SYSTEM**  
**Bid No. 10-247**

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:

Attribute Section: Term Clause of Contract is for three (3) years.

Line item 5 in the item notes is: Rate per hour for snow accumulation of 6" - 12" inches.

All other terms and conditions shall remain unchanged.

Dated this 1st<sup>th</sup> of December, 2010.

Sharon Mulder  
Asst. Purchasing Agent