

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
SEASONAL REQUIREMENTS FOR SNOW & ICE REMOVAL, MUNICIPAL SERVICE CENTER  
BID NO. 11-236  
THIRD RENEWAL**

This Amendment is hereby entered into by and between K2 Construction, 7701 Cornhusker Highway, Lincoln, NE 68462 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated November 8, 2011, under E. O. No. 84550, (the "Agreement"), for **The Seasonal Requirements for Snow & Ice Removal, Municipal Service Center, Bid No. 11-236**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is November 8, 2011 through November 7, 2012, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from November 8, 2012 through November 7, 2013,

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from November 8, 2013 through November 7, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning November 8, 2014 through November 7, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$50,000.00 without prior approval by the City of Lincoln.

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

- 1) The term of the Agreement shall be from November 8, 2014 through November 7, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$50,000.00 without prior approval by the City of Lincoln.
- 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 <u>22<sup>nd</sup></u> day of <u>Sept.</u> 2014   _____ Chris Beutler, Mayor
--

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

Company Name: (Please Print)	K2 CONSTRUCTION
By: (Please Sign)	T. R. S.
By: (Please Print)	TRAVIS R. SONDBEROTH
Title: (Please Print)	MANAGER
Company Address: (Please Print)	7701 CORNWISKER Hwy 6F507
Company Phone & Fax: (Please Print))	(402) 467-2355 / 2055
E-Mail Address: (Please Print)	travis@k2construction.biz
Date: (Please Print)	26 Aug 2014
Contact Person For: "Orders or Service" (Please Print)	<del>Travis R. Sondberoth</del> Tom Rogge
Phone Number: (Please Print)	402-467-2355

AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
SEASONAL REQUIREMENTS FOR SNOW & ICE REMOVAL, MUNICIPAL SERVICE CENTER  
BID NO. 11-236  
SECOND RENEWAL

This Amendment is hereby entered into on this 10 day of Sept, 2013 by and between K2 Construction, 7701 Cornhusker Highway, Lincoln, NE 68462 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated November 8, 2011, under E. O. No. 84550, (the "Agreement"), for The Seasonal Requirements for Snow & Ice Removal, Municipal Service Center, Bid No. 11-236, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is November 8, 2011 through November 7, 2012, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from November 8, 2012 through November 7, 2013,

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning November 8, 2013 through November 7, 2014; and

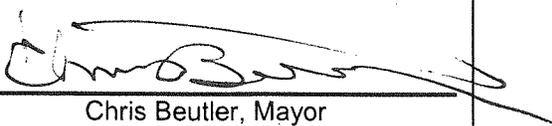
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from November 8, 2013 through November 7, 2014.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

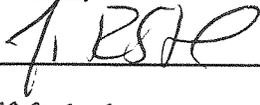
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Official City Use Only

<p>Dated this <u>10<sup>th</sup></u> day  of <u>Sept.</u> 2013</p> <p>  <hr/> Chris Beutler, Mayor</p>
--

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

Company Name: (PLEASE PRINT)	K2 Construction
By: (PLEASE PRINT)	T. SONDGEROTT
By: (PLEASE SIGN)	
Title:	Manager
Company Address: (PLEASE PRINT)	7701 Cornhusker Hwy, Lincoln, NE 68505
Company Phone & Fax: (PLEASE PRINT)	402-467-2355 402-467-2055
E-Mail Address: (PLEASE PRINT)	travis@k2construction.biz
Date: (PLEASE PRINT)	2-19-2013

07875

**Amendment to Agreement for  
Snow & Ice Removal, Municipal Service Center  
Bid No. 11-236**

This Amendment is hereby entered into on this 2<sup>nd</sup> day of August, 2012, by and between K2 Construction, 7701 Cornhusker Highway, Lincoln, NE 68462 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated November 8, 2011, under E. O. No. 084550, (the "Contract"), for Snow & Ice Removal, Municipal Service Center, Bid No. 11-236, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is November 8, 2011 thru November 7, 2012, with the option to extend for three (3) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning November 8, 2012 thru November 7, 2013; and

WHEREAS, the parties wish to Amend the Agreement to reflect the addition of the items listed in Attachment A; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 084550, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning November 8, 2012 thru November 7, 2013.
- 2) The parties agree to the addition of the line items listed in Attachment A which is attached hereto and made a part hereof by this reference.
- 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.

Dated this <u>2<sup>nd</sup></u> day of <u>August</u> 2012 <u>Niki Exposito</u> Public Works and Utilities Director
--

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

Dated 16 July 2012

Company Name: (PLEASE PRINT)	<u>K2 Construction</u>
By: (PLEASE PRINT)	<u>TRAVIS SONDEGROTH</u>
By: (PLEASE SIGN)	<u>T. S. H.</u>
Title:	<u>Manager</u>
Company Address: (PLEASE PRINT)	<u>7701 Cornhusker Hwy Lincoln, NE 68507</u>
Company Phone & Fax: (PLEASE PRINT)	<u>(402) 467-2355 / 2055</u>
E-Mail Address: (PLEASE PRINT)	<u>travis@k2construction.biz</u>

7701 Cornhusker Hwy  
Lincoln, NE 68507  
(402) 467.2355 P  
(402) 467.2055 F



July 11, 2012

Sharon Mulder  
Asst. Purchasing Agent  
City County Purchasing  
Lincoln, NE 68508

RE: Snow Removal Equipment

Dear Sharon;

We are providing hourly rates for the following equipment to be added to our contract for snow removal. The rates are as follows:

Front End Loader and Operator 3 cy	\$ 110.00/hr
Tractor Backhoe and Operator	\$ 100.00/hr

Thank you for your cooperation in administering this contract.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Sondgeroth', is written over the typed name.

Travis Sondgeroth  
Manager

attachment

**Amendment to Agreement for  
Snow & Ice Removal, Municipal Service Center  
Bid No. 11-236**

This Amendment is hereby entered into on this 2 day of March, 2012, by and between **K2 Construction, 7701 Cornhusker Highway, Lincoln, NE 68462** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending a Contract dated **November 8, 2011**, under E. O. No. **84550**, (the "Contract"), for **Snow & Ice Removal, Municipal Service Center, Bid No. 11-236**, which is made a part hereof by this reference.

WHEREAS, the parties wish to Amend the Agreement to reflect the addition of the item listed in Attachment A; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 84550, and stated herein the parties agree as follows:

- 1) The parties agree to the addition of the line item listed in Attachment A which is attached hereto and made a part hereof by this reference.
- 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>2nd</u> day
of <u>March</u> 2012
<i>Viki Espinoza</i>
_____ Public Works

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

Dated 8 FEB 2012

Company Name: (PLEASE PRINT)	K2 CONSTRUCTION
By: (PLEASE PRINT)	Travis R. Sondgeroth
By: (PLEASE SIGN)	<i>T. R. Sondgeroth</i>
Title:	Manager
Company Address: (PLEASE PRINT)	7701 Cornhusker Hwy Lincoln, NE 68507
Company Phone & Fax: (PLEASE PRINT)	(402) 467-2355 (402) 467-2055
E-Mail Address: (PLEASE PRINT)	travis@k2construction.biz

7701 Cornhusker Hwy  
Lincoln, NE 68507  
(402) 467.2355 P  
(402) 467.2055 F



0 7 1 3 9

February 3, 2012

Sharon Mulder  
Asst. Purchasing Agent  
City/County Purchasing  
Lincoln, NE 68508

RE: Snow Removal Equipment Rates

Dear Sharon;

This letter is to confirm our rate for equipment added to our snow removal contract at the Municipal Services Building;

Front-end Loader and Operator – 2 yard bucket      \$99.00/hr

Thank you for your business.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Sondgeroth', written over a horizontal line.

Travis Sondgeroth  
Manager

**CONTRACT DOCUMENTS**

***City of Lincoln  
Nebraska***

**Snow & Ice Removal, Municipal Service Center  
Bid No. 11-236**

**K2 Construction  
7701 Cornhusker Highway  
Lincoln, NE 68462  
402.467.2355**

## City of Lincoln, Nebraska Contract Agreement

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between **K2 Construction, 7701 Cornhusker Highway, Lincoln, NE 68462** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the 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:

### Snow & Ice Removal, Municipal Service Center, 11-236

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 Response, 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 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 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, 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. 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 three (3) 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
  4. Contract Agreements
  5. Specifications
  6. Addendums 1 & 2
  7. Special Provisions

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 by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

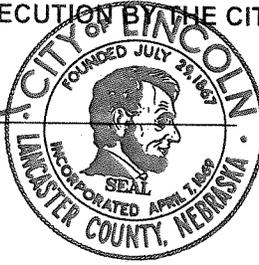
IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

*Open E. Ross*



CITY OF LINCOLN, NEBRASKA

Mayor

*[Signature]*

Approved by:

84550

Executive Order No.

Dated

11-8-11

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Name of Corporation

Address

By:

Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By:

Member

By:

Member

K2 REAL ESTATE DEVELOPMENT

LLC

7701 CORNHUSKER HWY LINCOLN, NE 68507

*[Signature]*

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 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Assistant Purchasing Agent	Contact
Phone	(402) 441-7410			
Fax	(402) 441-6513			
Bid Number	11-236 Addendum 2		Purchasing	Department
Title	Snow & Ice Removal, Municipal Service Center	Department		Building
Bid Type	Bid	Building	Suite 200	Floor/Room
Issue Date	09/30/2011	Floor/Room		Telephone
Close Date	10/14/2011 12:00:00 PM CST	Telephone	(402) 441-7428	Fax
Need by Date		Fax	(402) 441-6513	Email
		Email	smulder@lincoln.ne.gov	

## Supplier Information

Company K2 Construction  
 Address 7701 Cornhusker Highway  
 Lincoln, NE 68462

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 467-2355  
 Fax 1 (402) 467-2055  
 Email  
 Submitted 10/14/2011 9:03:57 AM CST  
 Total \$203.00

Signature \_\_\_\_\_

## Supplier Notes

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## Bid Notes

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## Bid Activities

Date	Name	Description
10/6/2011 2:00:00 PM	Pre-Bid Meeting	Pre-Bid Meeting at 901 W. Bond Street, Lincoln, NE Use entrance by Cafeteria.

## Bid Messages

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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	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Contact	Name of person submitting this bid:	Travis Sondgeroth
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Term Contract Provisions	I acknowledge reading and understanding the Term Contract Provisions.	Yes
8	Equipment	I have submitted a list of equipment and materials that will be used for our snow removal services.	Checkmark
9	Electronic Signature	Please check here for your electronic signature.	Yes
10	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
11	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.  Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Per Hour	Snow and Ice Removal Services of Parking Lots and Drives	\$77.00

Item Notes: Price per Hour per Operator

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Equipment	Please list the Manufacturer of the equipment you will be using.	Ford
2	Model	Please list the Model Number of the equipment you will be using.	F-250

2	1	Per Hour	Snow and Ice Removal Services for Sidewalks and Steps	\$42.00
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Item Notes: Price for Person/Shovel

Supplier Notes:

3	1	Per Hour	Snow and Ice Removal Services for Sidewalks and Steps	\$42.00
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Item Notes: Price for Person/Snow Blower

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please list the Manufacturer of the Snow Blower equipment you are using.	Arien
2	Model Number	Please list the Model Number of the Snow Blower equipment you are using.	926LF

4	1	Per Hour	Applying Owner's Supplied Ice Melt on Sidewalks	\$42.00
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Item Notes: Please bid per person per hour for applying ice melt supplied by the City.

Supplier Notes:

Response Total: \$203.00

**SPECIFICATIONS  
SNOW & ICE REMOVAL FOR MUNICIPAL SERVICE CENTER  
BID NO. 11-236**

**1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for snow and ice removal for Municipal Service Center located at 901 and 949 West Bond St. on an as needed basis for parking lots, drives, sidewalks and steps as shown on the attached Snow Removal Plan.
- 1.2 Contractor shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Assistant Purchasing Agent ([smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)) Or Fax:(402)441-6513.
  - 1.3.1 These inquiries and/or responses shall be distributed to prospective Contractor electronically as an addenda.
- 1.4 Removal of snow and ice shall comply with the Lincoln Municipal Code Section 14.80.110.
- 1.5 No direct contact is allowed between Vendor and other City Staff throughout the bid process.
  - 1.5.1 Failure to comply with this directive may result in Vendor bid being rejected.

**2. SCOPE**

- 2.1 The contractor shall agree to furnish all labor, material, equipment and services necessary to perform the scope of work set forth in these specifications.
- 2.2 There is approximately 14,376 square feet of sidewalk and steps and 267,420 square feet of drives and parking lot. See attached Snow Removal Plan..
- 2.3 All sidewalks and steps shall be cleared side to side no later than 6:30 am for snowfalls that occur the previous evening.
  - 2.3.1 Sidewalks can be either shoveled or blown open.
    - 2.3.1.1 Please specify which option you are bidding.
- 2.4 De-icing operations shall commence upon weather reports or notification by the Department Representative, Tim Pratt (402) 525-5618 or its designee that at least 1/8<sup>th</sup> inch of ice is expected or has settled on the sidewalks.
- 2.5 Removal of snow from sidewalks and steps will commence when the snowfall has stopped or when 1" of snow has accumulated on these areas, whichever comes first and no later than 9 a.m.
  - 2.5.1 Immediately after snow removal operations, the contractor shall apply a de-icing material on all areas and walkways.
    - 2.5.1.1 Ice melt to be supplied by the City of Lincoln.
- 2.6 Snow shall be removed from the all entrance doors.
- 2.7 The contractor is not required to haul snow off of the site.
  - 2.7.1 Snow shall be piled up where it is the easiest to complete the work and not blocking areas to perform daily duties.
- 2.8 All efforts will be made to avoid plowing into fixed shrubs and trees in order to avoid unnecessary landscape damage.
- 2.9 Any damage to the grounds or structures due to snow removal operations will be required to be reported to the Department Representative, within seven days of snow/ice removal operations.

- 2.10 These damages shall be reviewed with the contractor.
- 2.11 Damage necessitating immediate repair shall be undertaken within 48 hours by the contractor or will be initiated by the department representative.
- 2.12 The Contractor shall provide numbers that will assure a response back to the Department Representative within fifteen (15) minutes.
- 2.13 The Contractor shall provide their employees with clear identification.
  - 2.13.1 Cell phone numbers, pagers, home numbers and office numbers for all principles are to be provided as part of this contract.

3. **CONTRACT TERM**

- 3.1 The initial contract term shall be one (1) year from the date of execution with the option to renew for three (3) additional one (1) year terms upon written agreement by all parties.

4. **TERMINATION FOR CAUSE**

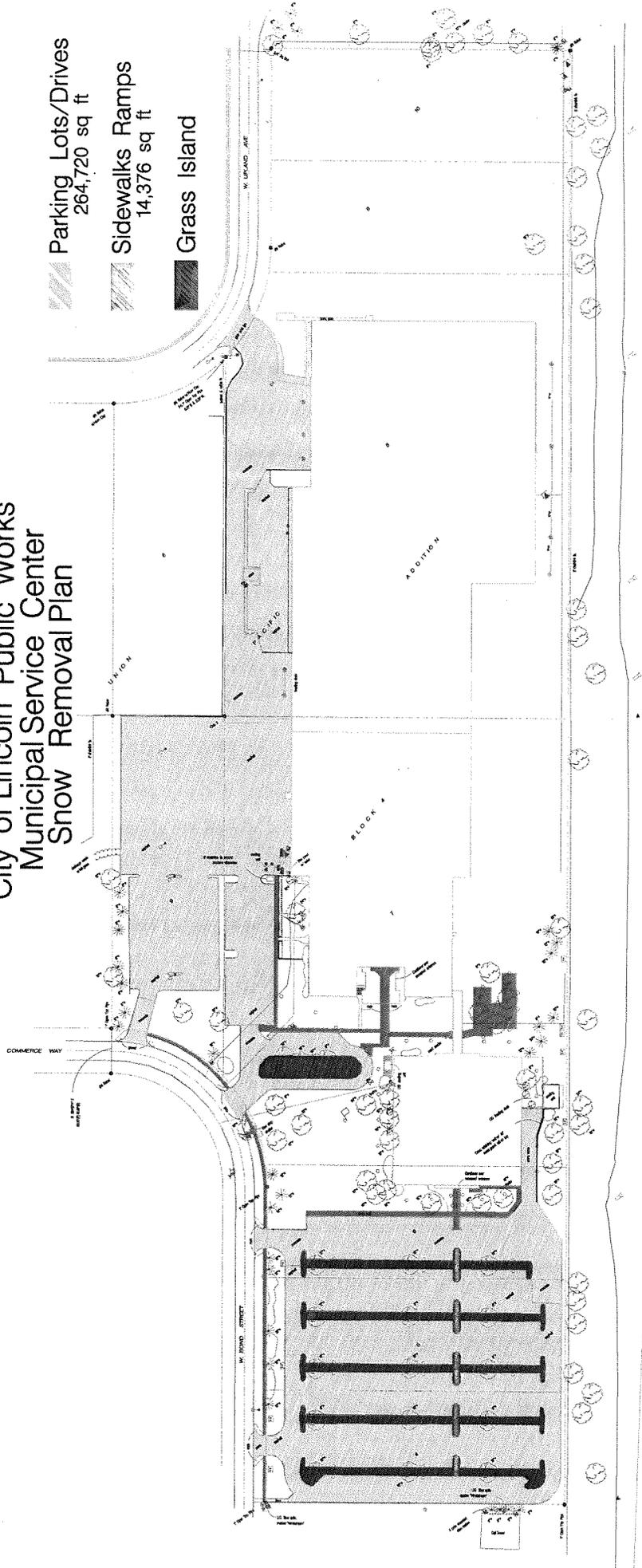
- 4.1 The Owners or Contractor may terminate the contract service agreement at any time provided a thirty (30) day written notice is submitted by the one who wants to terminate the service agreement.
- 4.2 If services are found to not be in compliance with the provisions of this agreement; the Owners Agent shall notify the contractor, with follow-up notification in writing, of the complaint for non-compliance.
- 4.3 The contractor shall be given 24 hours to correct the cause of the complaint.
- 4.4 If the Owners Agent issues two (2) written complaints for non-compliance during the contract period, the Owner shall have the right to cancel the contract with the contractor.
- 4.5 The Purchasing Agent shall notify the contractor in writing of the cancellation of the contract.
  - 4.5.1 The contract will terminate ten (10) days from the date of mailing of the written notice of cancellation.
  - 4.5.2 In such event, the contractor shall have no liability to the Owner thereunder other than to fully perform such services to the end of said notice period, and the Owner shall have no liability to the contractor except to pay for such services as are actually performed pursuant to the terms of this contract.

# City of Lincoln Public Works Municipal Service Center Snow Removal Plan

 Parking Lots/Drives  
264,720 sq ft

 Sidewalks Ramps  
14,376 sq ft

 Grass Island



**Addendum #1**  
**Snow and Ice Removal**  
**for**  
**Municipal Service Center**  
**Bid No. 11-236**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification, or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Adding bid line item of spreading owner supplied ice melt.

All other terms and conditions shall remain unchanged.

Dated this 30th<sup>th</sup> of September, 2011.

Sharon Mulder,  
Assistant Purchasing Agent

**Addendum #2**  
**Snow and Ice Removal**  
**for**  
**Municipal Service Center**  
**Bid No. 11-236**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification, or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. There are no bid bond submissions for this bid.
2. Bid lines will stay per an hourly rate and will require equipment manufacturer and model.
3. Ice melt will be supplied in 50 lb. bags only for the sidewalks.
4. Snow removal will take place on weekends and Holidays if necessary with regular pay.

All other terms and conditions shall remain unchanged.

Dated this 10th<sup>th</sup> of October, 2011.

Sharon Mulder,  
Assistant Purchasing Agent