

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR WASTE REMOVAL AND DISPOSAL SERVICES FROM ILLEGAL
DUMPING SITES AND NUISANCE ABATEMENTS
BID NO. 13-017
SECOND RENEWAL**

This Amendment is hereby entered into by and between Paragon Sanitation, Inc., 5401 N. 57th Street, Lincoln, NE 68507 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated February 13, 2013, under D. O. No. 08764, (the "Contract"), for the **Annual Requirements for Waste Removal and Disposal Services from Illegal Dumping Sites and Nuisance Abatements, Bid No. 13-017**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is February 13, 2013 through February 12, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by the City D. O. 10532 on January 9, 2013, to renew the Contract for an additional one (1) year term from February 13, 2014 through February 12, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning February 13, 2015 through February 12, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$28,000.00 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 Contract shall be from February 13, 2015 through February 12, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$28,000.00 without prior approval by the City of Lincoln.
- 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.

Official City Use Only

<p>Dated this <u>9th</u> day</p> <p>of <u>January</u> 2015</p> <p style="text-align: center;"></p> <p style="text-align: center;">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)	PARAGON SANITATION, INC
By: (Please Sign)	Steve A. Hatten
By: (Please Print)	Steve A. HATTEN
Title: (Please Print)	PRESIDENT
Company Address: (Please Print)	5401 N. 57 St. LINCOLN, Ne ⁶⁸⁵⁰⁷
Company Phone & Fax: (Please Print))	402.475.8366 fax 402.464.8369
E-Mail Address: (Please Print)	Steve@PARAGONSAN.COM
Date: (Please Print)	Dec 17, 2014
Contact Person For: "Orders or Service" (Please Print)	Steve HATTEN
Phone Number:	402.475.8360

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR WASTE REMOVAL AND DISPOSAL SERVICES FROM ILLEGAL
DUMPING SITES AND NUISANCE ABATEMENTS, BID NO. 13-017
FIRST RENEWAL**

This Amendment is hereby entered into on this 9th day of January, ²⁰¹⁴~~2013~~ by and between Paragon Sanitation, Inc., 5401 N. 57th Street, Lincoln, NE 68507 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated February 13, 2013, under D. O. No. 08764, (the "Agreement"), for The Annual Requirements for Waste Removal and Disposal Services from Illegal Dumping Sites and Nuisance Abatements, Bid No. 13-017, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is February 13, 2013 through February 12, 2014, with the option to renew for three (3) 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 February 13, 2014 through February 12, 2015; and

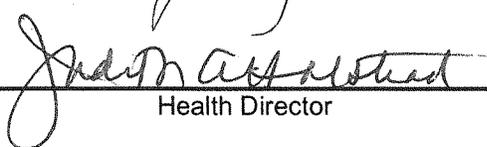
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from February 13, 2014 through February 12, 2015.
- 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>9th</u> day
of <u>January</u> , ²⁰¹⁴ 2013
 _____ Health Director

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)	PARAGON SANITATION, INC
By: (PLEASE PRINT)	Steve HATTEN
By: (PLEASE SIGN)	<u>Steve A. Hatten</u>
Title:	
Company Address: (PLEASE PRINT)	
Company Phone & Fax: (PLEASE PRINT)	
E-Mail Address: (PLEASE PRINT)	
Date:	

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
WASTE REMOVAL AND DISPOSAL SERVICES
FROM ILLEGAL DUMPING SITES AND NUISANCE ABATEMENTS
BID NO. 13-017**

**Paragon Sanitation, Inc.
5401 N. 57th Street
Lincoln, NE 68507
402.475.8360**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Paragon Sanitation, Inc., 5401 N. 57th Street, Lincoln, NE 68507**, 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 Annual Requirements of Waste Removal and Disposal Services from Illegal Dumping Sites and Nuisance Abatements, Bid No. 13-017 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 three (3) additional one year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Employee Classification Act Affidavit
 4. Sales Tax Exemption Form 13
 5. Insurance

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 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

Jan E. Rice



CITY OF LINCOLN, NEBRASKA

Judith Abmalstead
Health Director

Approved by Directorial Order 08764

dated 02-13-13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

Karen Hatten (SEAL)

PARAGON SANITATION, INC
Name of Corporation

5401 N. 57th ST
(Address) LINCOLN, Ne 68507

By: Steve A. Hatten
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 Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7410	Department	Purchasing	Department	
Fax	(402) 441-6513	Building		Building	
Bid Number	13-017 Addendum 2	Floor/Room	Suite 200	Floor/Room	
Title	Waste Removal and Disposal Services from Illegal Dumping Sites and Nuisance Abatements	Telephone	(402) 441-7428	Telephone	
Bid Type	Bid	Fax	(402) 441-6513	Fax	
Issue Date	01/11/2013	Email	smulder@lincoln.ne.gov	Email	
Close Date	1/25/2013 12:00:00 PM CST				
Need by Date					

Supplier Information

Company Paragon Sanitation, Inc.
 Address Paragon Sanitation, Inc
 5401 N. 57th Street
 Lincoln, NE 68507
 Contact Steve Hatten
 Department
 Building
 Floor/Room
 Telephone 1 (402) 475-8360
 Fax 1 (402) 464-8369
 Email steve@paragonsan.com
 Submitted 1/21/2013 4:01:00 PM CST
 Total \$455.00

Signature

Steve A. Hatten

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	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:	Steve Hatten
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. . ((a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a) yes, b) no, c)full length of contract
9	Hauler's License	I acknowledge that I have attached the current copy of our Hauler's License in the response attachment section of the bid.	Yes
10	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
11	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
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

Line Items

#	Qty	UOM	Description	Response
1	1	Hour	Labor Rate per Hour per Employee	\$25.00
Item Notes:				
Supplier Notes:				
2	1	Hour	Equipment Rate per Hour for a Pickup Truck	\$25.00
Item Notes:				
Supplier Notes:				
3	1	Hour	Equipment Rate per Hour for a Pickup with a Dump Box	\$25.00
Item Notes:				
Supplier Notes:				
4	1	Hour	Equipment Rate per Hour for a Dump Truck	\$60.00
Item Notes:				
Supplier Notes: I do not own a dump truck.				
5	1	Each	Equipment Rate for a 20-Yard Roll-Off Dump Box	\$125.00
Item Notes:				
Supplier Notes: A 20 yard roll off box is \$125.00 per dump, plus the City landfill gate fee of \$4/ton, \$21/ton or \$25/ton, (depending on the destination of the load and the date of the load).				
6	1	Each	Equipment Rate for a 30-Yard Roll-Off Dump Box	\$135.00
Item Notes:				
Supplier Notes: A 30 yard roll box is \$135.00 per dump, plus the City landfill gate fee charge at described in suppliers note box #5.				
7	1	Hour	Equipment Rate per Hour for a Front-End Loader/Skid Steer	\$0.00
Item Notes:				
Supplier Notes: I do not own a skid loader. This charge depends on the rental company charges. I have seen it approximately \$60.00/hour, minimum of 4 hours rental required.				
8	1	Hour	Equipment Rate per Hour for a Rear-Loading Compactor Truck	\$60.00
Item Notes:				
Supplier Notes: This time included the dispatch time from the shop or end of the route, to the clean-up site and return from the				

landfill.

Response Total: \$455.00

**SPECIFICATIONS FOR
WASTE REMOVAL AND DISPOSAL SERVICES
FROM ILLEGAL DUMPING SITES and NUISANCE ABATEMENTS**

1. GENERAL INSTRUCTIONS

- 1.1 It is the intent of the Lincoln-Lancaster County Health Department, (hereafter referred to as LLCHD from here on out) that one Contractor perform solid waste removal and disposal services from illegal dumping sites and as part of nuisance abatements within Lancaster County, Nebraska.
- 1.2 Contractor shall be licensed as waste hauler by the LLCHD in accordance with the provisions of Section 8.32.110 of the Lincoln Municipal Code.
 - 1.2.1 Copy of current waste hauler's license shall accompany your bid.
- 1.3 The Contractor used for this contract shall have the ability to regularly receive faxes and emails for notification of sites to cleanup.
 - 1.3.1 A nuisance abatement is the cleaning up and removal of garbage, refuse, rubbish, trash, junk, or any other offensive matter on private property that the owner has refused to cleanup and remove after having received a cleanup order from the Health Department.
 - 1.3.2 The Health Department will provide addresses and/or locations to Contractors for illegal dumping sites or for nuisance abatements.
- 1.4 Attachment "A" refers to illegal dumping calls made for the last three (3) years.
 - 1.4.1 The majority of waste to be picked up consists of, but not limited to:
 - 1.4.1.1 Tires, furniture, appliances, construction debris, yard waste, and household garbage.
- 1.5 Vendor shall submit bid documents and supporting material via e-bid.
- 1.6 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.6.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.6.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.6.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.6.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

2. TERM OF CONTRACT

- 2.1 The Term of this agreement shall be for one (1) year with the option to renew for three (3) additional one (1) year periods.
 - 2.1.1 Renewals shall be upon mutual agreement from both parties, Contractor and LLCHD.

3. CONTRACTOR'S RESPONSIBILITIES

- 3.1 Contractor shall agree to remove an illegal dumping site within two (2) working days whenever possible not to exceed five (5) working days of notification by the LLCHD.
- 3.2 Contractor shall agree to conduct a nuisance abatement within twenty-four (24) hours of notification, not to exceed forty-eight (48) hours, by the LLCHD.
- 3.3 All sites shall be cleaned up to the satisfaction of the Health Department.
- 3.4 The Contractor is authorized to call a tow truck when waste is located in creeks where the creek banks are too steep and the material is too heavy to otherwise remove.
 - 3.4.1 A tow truck may be called to manage other heavy waste (ie: engine block, etc.) too heavy to handle manually.
 - 3.4.1.1 The Contractor shall call the Health Department to let them know a tow truck had to be called.

- 3.4.1.2 The tow company shall bill the Health Department directly and include on the bill the location where the work was performed.
- 3.5 Contractor shall dispose of or recycle solid waste at appropriate locations:
 - 3.5.1 Only tires collected as part of cleaning up an illegal dump site or nuisance abatement shall be included in any billing.
 - 3.5.1.1 Tires from the County Road Shops are not part of this contract.
 - 3.5.1.2 A copy of the bill from recycling the tires must be included with the invoice.
 - 3.5.2 Yard waste must be separated, and properly handled.
 - 3.5.3 Lead acid batteries, waste oil and appliances must be taken to the appropriate recycling centers; if there are any other hazardous materials found at the dump site, (i.e., unknown liquids in buckets, open barrels containing liquids, unknown materials, chemicals, drain cleaner bottles, propane bottles, or suspicious items) the Health Department shall be contacted immediately at 402-441-8040.
 - 3.5.3.1 Information on hazardous waste will be provided to the awarded contractor.
- 3.6 Contractor's invoice shall include the service call date, job site location, itemized list of unit prices and associated hours of work, and total amount due.
 - 3.6.1 Invoices shall also include an itemized listing of debris and materials removed from the illegal dumping site.
 - 3.6.2 Each service call shall be billed separately.
 - 3.6.3 Monthly invoices shall be submitted to the Lincoln-Lancaster County Health Department, Environmental Health Division, 3140 "N" Street, Lincoln, NE 68510, within two (2) weeks of the end of the month the cleanups were conducted in.
 - 3.6.4 A daily summary invoice sheet provided by the Health Department shall be used to record sites cleaned-up each day and submitted with copies of the Illegal Dumping Records.
 - 3.6.4.1 Specifics of recording, documenting and billing illegal dumping site cleanups, nuisance abatements and tire recycling shall be discussed at a meeting between the Health Department and the Contractor.
 - 3.6.4.2 All work conducted under this contract SHALL meet the requirements of the Health Department.
- 3.7 It is the express intent of the parties hereto that this agreement shall not create an employer-employee relationship: and the Contractor, his/her employees and any person acting on behalf of the Contractor shall be deemed to be an independent Contractor during the entire term of this agreement.
- 3.8 The Contractor shall provide general liability insurance of \$2,000,000.00 combined single-limit for property damage and personal injury.
 - 3.8.1 The policy shall name the City of Lincoln, Nebraska as additional insured as pertains to the performance of these services for the term of the agreement.
 - 3.8.2 The policy shall insure the City from any and all demands, claims, causes of action at law or in equity resulting from the performance of said services.
 - 3.8.3 Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who performs any work under this agreement.
 - 3.8.4 Contractor shall provide the City with a certification of such insurance, subject to the approval by the City Attorney.
 - 3.8.5 Contractor further agrees to indemnify and hold harmless and defend the City of Lincoln and its officers, agents, servants, and employees from any and all claims resulting from injuries, including death, damages and losses arising out of, connected with, or in any way associated with this Agreement.
 - 3.8.5.1 This indemnifications shall include, but not be limited to, environmental claims.
- 3.9 Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

4. **DRIVING DISTRICTS**

- 4.1 The County is divided into three (3) districts.
- 4.2 All roads in the Districts are to be driven as listed below picking up illegal dumped waste items while doing this:
 - 4.2.1 Adjustments to these areas or how frequently they are driven may be made.
 - 4.2.2 The Contractor would be consulted with prior to making adjustments.
- 4.3 The North-Central District runs from Superior Street to Mill Road & Northwest 40th Street to North 40th.
 - 4.3.1 This area shall be driven and picked up once every other month during the even months.
 - 4.3.1.1 February, April, June, August, October, and December
 - 4.3.2 This area is to exclude residential sub-divisions.
- 4.4 The West District runs from Northwest 27th Street to Southwest 112th and "A" Street to Adams,
 - 4.4.1 This area shall be driven and picked up once every other month during the even months.
 - 4.4.1.1 February, April, June, August, October, and December
 - 4.4.2 This area is to exclude residential sub-divisions.
- 4.5 The East District runs from Yankee Hill Road to Fletcher Avenue & the City Limits, approximately 84th Street to 148th Street.
 - 4.5.1 This area shall be driven and picked up once every other month during the odd months.
 - 4.5.1.1 January, March, May, July, September, November
 - 4.5.2 This area is to exclude residential sub-divisions.
- 4.6 No minimum or maximum amount of work is guaranteed by the City by virtue of this agreement.

5. **UNIT PRICING AND EQUIPMENT**

- 5.1 All services shall be provided at the unit prices indicated on your bid via the e-bid system; which rates are inclusive of all transportation and mobilization costs, overhead costs and profit.
 - 5.1.1 Labor Rate per hour per employee
 - 5.1.2 Equipment Rates per hour per:
 - 5.1.2.1 Pickup Truck
 - 5.1.2.2 Pickup with a Dump Box
 - 5.1.2.3 Dump Truck
 - 5.1.2.4 20-Yard Roll-off Dump Box
 - 5.1.2.5 30-Yard Roll-off Dump Box
 - 5.1.2.6 Front-End Loader/Skid Steer
 - 5.1.2.7 Rear-Loading Compactor Truck

ADDENDUM #1

Issue Date: 01/18/13

**SPECIFICATION NO. 13-017
FOR
Waste Removal and Disposal Services
from Illegal Dumping Sites and Nuisance Abatements**

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. Q) Are landfill/dump fees to be included in our hourly rates for this project?
A) Yes, also costs for appliances, tires or other items that the landfill charges extra for shall be shown on the billing.

All other terms and conditions shall remain unchanged.
Dated this 18th Day of January, 2013.

Sharon R. Mulder
Assistant Purchasing Agent

ADDENDUM #12

Issue Date: 01/22/13

**SPECIFICATION NO. 13-017
FOR
Waste Removal and Disposal Services
from Illegal Dumping Sites and Nuisance Abatements**

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.

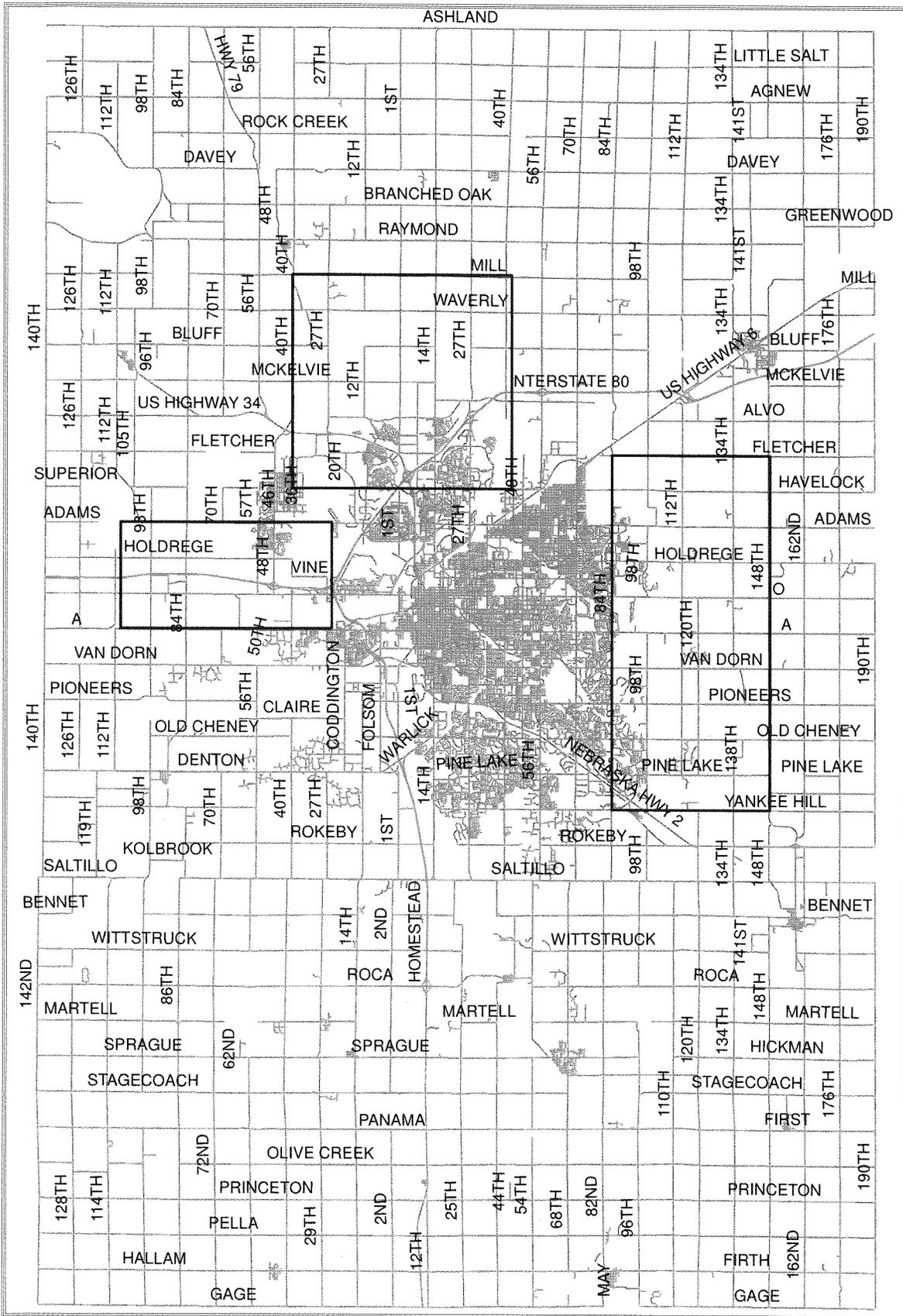
Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Inadvertently left out the Illegal Dumping / Clean-up Referrals over the last three (3) years. Added in the attachment section of the bid.

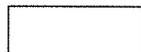
All other terms and conditions shall remain unchanged.

Sharon R. Mulder
Assistant Purchasing Agent

Illegal Dumping



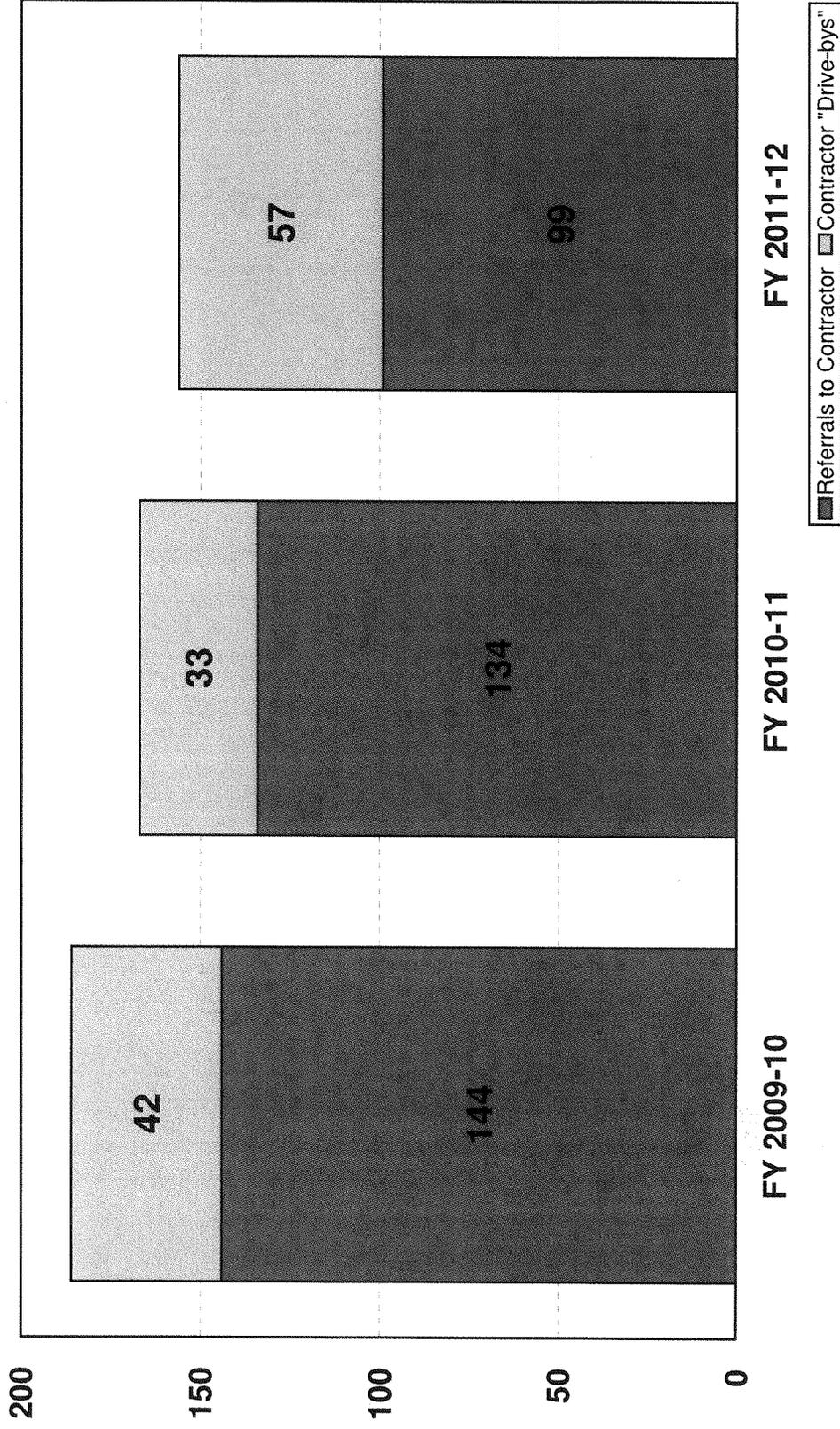
Legend



Lancaster County
Inspection Areas (every 30 or 60 days)



Illegal Dumping/Clean-up Referrals



Source: LLCHD (12/12)