

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR CLEANING OF FIRE FIGHTER PROTECTIVE CLOTHING
NEGOTIATED CONTRACT
FIRST RENEWAL**

This Amendment is hereby entered into on this ____ day of _____, 2014 by and between Paul Davis Restoration, 3641 S. 6th Street, Lincoln, NE 68502 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated October 24, 2013, under D. O. No. 10232, (the "Agreement"), for **The Annual Requirements for Cleaning of Fire Fighter Protective Clothing, Negotiated Contract**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is August 12, 2013 through August 11, 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 August 12, 2014 through August 11, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$32,745.00 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 August 12, 2014 through August 11, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$32,745.00 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.

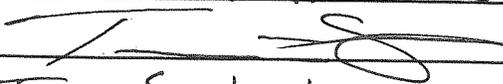
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Official City Use Only

Dated this <u>22nd</u> day of <u>July</u> 2014  <hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/> Chris Beutler, Mayor
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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)	Paul Davis Restoration
By: (Please Sign)	
By: (Please Print)	Tim Suoboda
Title: (Please Print)	Operations Manager
Company Address: (Please Print)	3641 S. 6th, Lincoln NE 68502
Company Phone & Fax: (Please Print)	402.474.1414 402.474.1467 F.
E-Mail Address: (Please Print)	tsuoboda@pdrline.com
Date: (Please Print)	6.30.14
Contact Person For: "Orders or Service" (Please Print)	Tim Suoboda
Phone Number: (Please Print)	402.474.1414

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Cleaning of Fire Fighter Protective Clothing
Negotiated Contract**

**Paul Davis Restoration
3641 S. 6th Street
Lincoln, NE 68502
402-474-1414**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Paul Davis Restoration, 3641 S. 6th Street, Lincoln, NE 68502**, 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 for Cleaning of Fire Fighter Protective Clothing, Negotiated Contract** 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:

The 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, with turn around time being 72 hours. The total cost of products or services for City departments shall not exceed \$18,000.00 during the contract term without approval.

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 from August 12, 2013 thru August 11, 2014. The term of the Contract shall be a one (1) year term, with option for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Addendum Number 1
 4. Special Provisions
 5. Specifications
 6. Instructions to Bidders
 7. Insurance Requirements
 8. 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 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:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Tom Aug
Fire Chief

Approved by Directorial Order 10/24/13

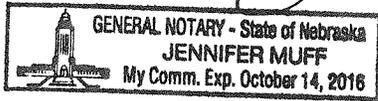
Dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Jennifer Muff (SEAL)
~~Secretary~~ Notary



RDF Inc. DBA Paul Davis
Name of Corporation
3641 S 6th St Restoration
(Address) Lincoln, NE 68502

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

SERVICE AGREEMENT

For: One Year Service Agreement with Paul Davis Restoration
Regarding Lincoln Fire & Rescue

The AGREEMENT, made and entered into this 1st day of September, 2013, by and between the City of Lincoln, Nebraska, a Municipal Corporation of the State of Nebraska, hereafter referred to as "City" and Paul Davis Restoration, hereinafter referred to as "PDR."

WHEREAS, PDR has offered to provide the services and payment terms described in Exhibit A, Insurance requirements described in Exhibit B, subject to the General Conditions described in Exhibit C; and

WHEREAS, the City desires to engage PDR to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. The City employs PDR to perform the services hereinafter set forth.
2. Services. PDR represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. PDR will perform all such services in accordance with the provisions of Exhibit A; the Insurance Requirements described in Exhibit B; and General Conditions, attached hereto as Exhibit C, incorporated into this Agreement as if set forth full herein. If there are any conflicts among the exhibits, the City's documents shall control.
3. Amount Not To Exceed. It is expressly understood that in no event will the total compensation to be paid to PDR under the terms of this contract and for reimbursement of authorized expenses, exceed the sum of eighteen thousand dollars (\$18,000.00) without a written agreement signed by the parties. If additional services are requested by the City, PDR will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services and the total compensation and reimbursement to be paid by the City to PDR for such approved additional services shall not exceed the approved amount.
4. The term of this Agreement shall be one (1) year from September 1, 2013.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and PDR.

City of Lincoln, Nebraska

Bob York
Fire Chief

10/24/13

Date:

Approved as to form & legality:

Jeffrey R. Hodgestad
Law Department

PDR

[Signature] for PDR IN

Title: President

Date: 10/4/2013

EXHIBIT A

City of Lincoln/Lancaster County

Bid Information

Bid Owner Sharon R. Mulder Asst Purchasing Agent
 Email smulder@lincoln.ne.gov
 Phone (402) 441-7410
 Fax (402) 441-6513
 Bid Number 4459 Addendum 2
 Title Cleaning Fire Fighter Protective Clothing
 Bid Type Quote
 Issue Date 05/09/2013
 Close Date 5/24/2013 10:00:00 AM

Contact Information

Address Purchasing
 440 S. 8th St.
 Lincoln, NE 68508
 Contact Sharon R. Mulder Asst Purchasing Agent
 Department Purchasing
 Building
 Floor/Room Suite 200
 Telephone (402) 441-74
 Fax (402) 441-6513
 Email smulder@lincoln.ne.gov

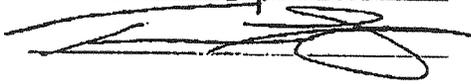
Ship to information

Address
 Contact
 Department
 Building
 Floor/Room
 Telephone
 Fax
 Email

Supplier Information

Company Name Paul Davis Restoration
 Contact Name Tim Svoboda
 Address 3641 S. 6th Street
Lincoln, NE 68502
 Telephone 402-474-1414
 Fax 402-474-1467
 Email tsvoboda@pdarline.com

Supplier Notes

Signature 

Date 7/3/13

Bid Notes

Bid Activities

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	Instructions to Bidders City - B 04-05-12.pdf	Instructions to Bidders
Header	4459.pdf	Specifications
Header	Contract - City Annual.pdf	Sample Contract
Header	Special Provisions for Term Contracts - City & County.pdf	Term Contract Provisions
Header	Insurance Clause City 2005 revised.pdf	Insurance Requirements
Header	4459addn.1.pdf	Addendum 1

Bid Attributes

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 (Required)
2	Sample Contract	I acknowledge reading and understanding the sample contract.	yes (Required)
3	Specifications	I acknowledge reading and understanding the specifications.	yes (Required)
4	Contact	Name of person submitting this bid:	Lorrie Struck (Required)
5	References	I have attached my References to the Response Attachment section of this bid if our company has not done business with the City of Lincoln for the last three (3) years. Please provide on your company letterhead.	yes (Required)
6	Insurance Requirements	I acknowledge reading and understanding the insurance Requirements.	yes (Required)
7	Renewal is an Option	Contract Extension Renewal is an option. Valid Responses: Yes, No, Please Select	yes (Required)
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	yes (Required)
9	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. . (e) 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 end of contract	yes (Required)
10	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	yes (Required)
11	Electronic Signature	Please check here for your electronic signature.	✓ (Required)
12	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 (Required)
13	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: Changed documents from online to public view!	yes (Required)

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Cleaning of Firefighter Jacket	\$ 15.00

Manufacturer: Manufacturer #:

Supplier Notes:

2	1	EA	Cleaning of Firefighter Pant	\$ 15.00
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Manufacturer: Manufacturer #:

Supplier Notes:

3	1	EA	Cleaning of Firefighter Liner	\$ 15.00
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Manufacturer: Manufacturer #:

Supplier Notes:

4	1	EA	Charge for additional trips	\$
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Manufacturer: Manufacturer #:

Supplier Notes:

Total \$ 45.00