

**IT IS THE VENDOR'S RESPONSIBILITY TO  
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS  
SPECIFICATION NO. 07-166**

The City of Lincoln intends to purchase and invites you to submit a sealed bid for:

**SEASONAL REQUIREMENTS FOR  
AGRICULTURAL TRACTOR SERVICES  
FOR SNOW REMOVAL**

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S  
SPECIFICATIONS ATTACHED**

Sealed bids will be received by the City of Lincoln, Nebraskan on or before **12:00 noon  
Wednesday, June 06, 2007** in the office of the Purchasing Agent, Suite 200, K Street Complex,  
Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and  
read aloud at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

Bids may be downloaded from the City's website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword: Bid. Prospective bidders must monitor the bid listing for any addendums.  
above.

**PROPOSAL  
SPECIFICATION NO. 07-166**

**BID OPENING TIME: 12:00 NOON  
DATE: June 06, 2007**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE SEASONAL REQUIREMENTS FOR:  
AGRICULTURAL TRACTOR SERVICES  
FOR SNOW REMOVAL**

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**BIDDING SCHEDULE**

LUMP SUM TO COMPENSATE FOR INITIAL TRAINING FOR SNOWPLOWING AND SNOWPLOW OPERATIONS, COST OF GENERAL LIABILITY INSURANCE, WORKER'S COMPENSATION INSURANCE AND OTHER MISCELLANEOUS FIXED EXPENSES NOT TO EXCEED \$600.00. INVOICE FROM INSURANCE COMPANY MUST BE RECEIVED BY THE CITY'S PUBLIC WORKS DEPARTMENT AT 901 N. 6TH STREET FACILITY.

1. HOURLY RATE TO COMPENSATE FOR ACTUAL SNOWPLOWING SERVICES: \$ \_\_\_\_\_/HR.

2. TRACTOR MAKE \_\_\_\_\_ MODEL \_\_\_\_\_ YEAR \_\_\_\_\_.

3. Was this tractor previously contracted to the City of Lincoln for snow removal?

YES \_\_\_\_\_, YEAR(S) \_\_\_\_\_.

NO \_\_\_\_\_.

4. Indicate your preference for assigned plowing district:

- \_\_\_\_\_ 901 N. 6th Street
- \_\_\_\_\_ 3200 Baldwin Avenue
- \_\_\_\_\_ 3180 South Street
- \_\_\_\_\_ No preference

**NOTE:** The City of Lincoln will make every effort to honor your district preference, but reserves the right to assign districts according to need.

5. Contract Renewal is an option: \_\_\_\_\_ Yes; \_\_\_\_\_ No

**BIDDER'S NOTE:** IF MORE THAN ONE TRACTOR IS TO BE USED FOR SNOW REMOVAL, SUBMIT A SEPARATE BID PROPOSAL FOR EACH ADDITIONAL TRACTOR.

**BID SECURITY REQUIRED:** Yes \_\_\_\_\_ Amount: \_\_\_\_\_.  
No  X

**INTER-LOCAL PURCHASING:** The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

\_\_\_\_\_YES \_\_\_\_\_NO

If **AYES@**, Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**NOTE:**

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:**

**SEALED BID FOR SPEC. 07-166**  
Along with Company Name and Address

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**E-MAIL ADDRESS**

Bids may be inspected in the Purchasing Division during normal business hours **after** tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: **Bid**

The Intent to Award will be listed on the website when a recommendation is received from the Department.

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

### 1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
  - 1.6.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
  - 1.6.2 Said document can be reviewed at Design Engineering or the Purchasing Division.
  - 1.6.3 The Standard Conditions are available on the web site.  
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdnspec/index.htm>

### 2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### 3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### 4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.

- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and posted on the City-County website at [lincoln.ne.gov](http://lincoln.ne.gov) Keyword - Bid.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

### 5. ADDENDA

- 5.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Copies of addenda will be made available for inspection at the office of the Purchasing Agent and on the City-County website.
- 5.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.4 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

### 6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

### 7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

### 8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

### 9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and malleable, the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

### 10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

**11. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 11.1.1 Manufacturer's warranties and/or guarantees.
  - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

**12. ACCEPTANCE OF MATERIAL**

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
  - 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

**13. BID EVALUATION AND AWARD**

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve it's requirements.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggy back on any contract entered into from this bid.

**14. INDEMNIFICATION**

- 14.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**15. TERMS OF PAYMENT**

- 15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

**16. LAWS**

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

**17. AFFIRMATIVE ACTION**

- 17.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

**18. LIVING WAGE**

- 18.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

**19. EXECUTION OF AGREEMENT**

- 19.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
  - a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
  - b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
    - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
    - 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
    - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
    - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

**SPECIFICATION NO. 07-166**  
**FOR**  
**AGRICULTURAL TRACTOR SERVICES**  
**FOR SNOW REMOVAL**

**1. SCOPE**

- 1.1 The City of Lincoln requires approximately twenty-one (21) agricultural tractors to assist in snow removal from City streets.
- 1.2 Contractor shall furnish agricultural tractor(s) and operator(s) for the purpose of plowing snow for the City of Lincoln during the 2007-08 winter season, ending on or about March 15, 2008.
- 1.3 The attached Sample Snow Removal Agreement serves as specifications and describes minimum equipment requirements; obligations of the Contractor, including insurance requirements; and the obligations of the City.
  - 1.3.1 The Sample Agreement need not be completed as part of you bid.
  - 1.3.2 If bidder has included all necessary forms for the contract with the bid proposal, including proof of insurance, bidder can sign the agreement in advance in order to expedite the bid award process.

**2. SNOW REMOVAL AGREEMENT AND CERTIFICATE OF INSURANCE**

- 2.1 Within fourteen (14) calendar days after the award of the bid, the Contractor must execute a written Snow Removal Agreement between the Contractor and the City of Lincoln.
- 2.2 Also within such time period, the City must have received an invoice and a Certificate of Insurance in accordance with the requirements specified in the Snow Removal Agreement from the Contractor's insurance company.
  - 2.2.1 All Certificates of Insurance shall be filed with the City of Lincoln on the standard Accord Certificate of Insurance form showing specific limits of insurance coverage required as pertains to snow removal services, showing the City of Lincoln as an "additional insured".
  - 2.2.2 Such Certification shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days notice of cancellation, or non-renewal, or any material reduction of insurance coverage.

**SNOW REMOVAL AGREEMENT  
(AGRICULTURAL TRACTOR)  
Specification 07-166**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between \_\_\_\_\_, hereinafter referred to as Contractor, and CITY OF LINCOLN, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City has full responsibility and control over all City streets and all matters pertaining thereto; and

WHEREAS, from time to time the City's resources are insufficient to accomplish snow removal in a timely manner, it is then necessary to acquire additional resources for the purpose of snow removal from City streets.

WHEREAS, it is the purpose of this Contract to provide for the Contractor to perform snow removal services for the City.

NOW, THEREFORE, WITNESSETH that:

1. The contractor hereby agrees to perform snow removal services as hereinafter set forth during the 2007-08 winter season beginning on or about **November 15, 2007, and ending on or about March 15, 2008**. The Contractor's equipment shall be available November 1st through November 15th for mounting of plows. At the conclusion of the snow period the Contractor's equipment shall be available from March 15th through March 31st for dismounting of plows. Tractors, after plows are mounted, must be housed at the Baldwin Street, South Street, or 901 N. 6th Street facility, whichever district they are assigned to for the winter season, unless otherwise approved by the Director of Public Works or his designated representative.
2. The Contractor shall furnish agricultural tractor(s) for such purpose that meet or exceed the following specifications:
  - 2.1 ENGINE: Minimum four cylinder, diesel powered, 300 cu. in. minimum displacement.
  - 2.2 HORSEPOWER: 85 minimum drawbar.
  - 2.3 HYDRAULICS: Separate high pressure units (circuits) for linkage and remote outlets. Dual spools.
  - 2.4 CAB: Fully enclosed cab with heater, defrosters and windshield wipers.
  - 2.5 LIGHTS: All lights required by FMVSS 108.
  - 2.6 WHEELBASE: Not less than 80 inches nor more than 110 inches.
  - 2.7 FRONT AXLE: Wide type with front wheels spaced not closer than 48 inches, inside to inside.
  - 2.8 REAR WHEELS: Single, no more than 8 feet total width (out/out). Dual rear wheels are not acceptable.
  - 2.9 STEERING: Power assisted.
  - 2.10 Tractor must be capable of carrying a 10 ft. straight rail frame snowplow.
  - 2.11 FUEL TANK: Minimum 20 U.S. gallons capacity.
  - 2.12 WEIGHT: Not less than 8,000 pounds.
3. The Contractor shall provide general liability insurance in the amount of \$1,000,000.00 combined single limit for property damage and personal injury with a \$2,000,000 aggregate.
  - 3.1 An Insurance Certificate of Accord issued from the Insurance Carrier shall be sent to the City Purchasing Dept. before a contract will be issued.
  - 3.2 The Certificate must show the time duration of the policy, including the policy's starting and ending date, and list the City of Lincoln as "additional insured".
  - 3.2 The policy shall insure the City from any and all demands, claims, causes of action, either at law or in equity, resulting from the use of said equipment.
  - 3.3 The Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action, either by law or in equity arising out of performance of snow removal services.
  - 3.4 The contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who performs any work under this Agreement.
  - 3.5 The Contractor shall provide the City with certification of such insurance subject to approval by the City Attorney.

4. The Contractor shall be responsible for all lubricants, repair and maintenance of the tractor. The facility and tools for the repair and maintenance of his tractor shall be provided by the Contractor. No hourly rate of payment shall be made to the Contractor for his maintenance and repair during this "downtime" and the hourly rate will not resume until the equipment is back in use in the field.
5. The City will provide fuel for plowing operations.
  - 5.1 The Contractor will be responsible for full fuel tanks at the beginning of each snow plowing operation.
  - 5.2 The City will provide refueling during operations and ensure full tanks are provided at completion of snow plowing operations.
6. The Contractor is an independent Contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees of the City for any purpose.
  - 6.1 The Contractor shall be responsible for providing qualified operator(s) for the tractor.
  - 6.2 The Contractor shall employ sufficient operator(s) to provide for continuous around-the-clock operation.
  - 6.3 Any such operator shall be at least twenty-one (21) years of age, shall hold a valid Nebraska Motor Vehicle Operator's license, and shall be skilled in the operation of the Contractor's tractor for snow plowing purposes.
7. The City shall provide training for snow plowing and snowplow operations to the Contractor's operators, if needed.
  - 7.1 No compensation will be made to the Contractor or his operators for such training.
8. The contractor shall respond within six (6) hours after notification by the Director of Public Works & Utilities or his designated representative for the purpose of plowing snow from City streets in accordance with the City of Lincoln Ice and Snow Control Plan.
  - 8.1 Failure of contractor to respond within such time period may result in forfeiture of any remaining guaranteed hours due the contractor per Section 12.2 below and cancellation of this agreement.
  - 8.2 Such forfeiture and cancellation shall be at the sole discretion of the Director of Public Works & Utilities, or his designated representative.
  - 8.3 Notice of such cancellation shall be in writing.
9. The Contractor shall notify the City of Lincoln of any mechanical failure to the tractor that prevents its use for snow plowing. As soon as the mechanical failure is repaired, the Contractor shall notify the City that the tractor is again available.
10. The City shall furnish tire chains and a 10 ft. wide, 40 inch high front-mount, hydraulically operated snowplow for installation on the Contractor's tractor.
  - 10.1 The City shall make the initial installation of the snowplow on the Contractor's tractor using the existing implement mountings provided by the manufacturer.
  - 10.2 The City will not modify the Contractor's tractor without the express written consent of the Contractor.
  - 10.3 If the Contractor chooses to purchase a new tractor, or trade his existing tractor, necessitating extensive adjustment for the remounting of the snowplow, adjusting the tire chains, etc. on a different tractor, the City reserves the right to examine the cost benefit for the remaining term of this contract. If the Contractor has not used his guaranteed hours of utilization, the remaining time of the contract will be prorated and subtracted from the guaranteed hours of utilization.
  - 10.4 After completion of each snow plowing operation, the Contractor shall deliver the tractor with mounted snowplow to the Public Works Maintenance Shop, 901 N. 6th Street, for inspection and any necessary repair to the snowplow or tire chains before the City places said tractor in storage.

- 10.5 The City will dismount the plow and remove the tire chains only between **March 16, and March 31, 2008.**
- 10.6 The City shall perform all repair and maintenance of the snowplow attachment and tire chains.
  - 10.6.1 In the event of mechanical failure to the snowplow during operation it shall be at the option of the City whether to make field repairs or to instruct the Contractor to deliver the snowplow to the City's shop.
- 11. The City will provide to the Contractor assigned district(s) for snow plowing, including maps showing the district boundaries and the streets within the districts.
  - 11.1 Two contractor's tractors may be assigned to districts and they will be expected to work together as a team.
  - 11.2 Upon completion of snow removal within contractor-s assigned district, contractor shall report to the assigned district shop for reassignment or release by the district supervisor.
- 12. Upon approval of the contract, the City will provide the Contractor a lump sum of \$600.00 to cover the cost of providing the insurance and any other fixed costs associated with accomplishing snow removal which includes the cost of the one hour at the beginning of the winter season and the one hour at the end of the contract season for mounting and dismounting of the plow. In addition, the Contractor shall be paid an hourly rate of \$\_\_\_\_\_ for all hours while the Contractor is plowing snow.
  - 12.1 Payment will not be made for time spent in travel to or from the City by the Contractor.
  - 12.2 A **payment for total** guarantee of **thirty (30) hours** utilization for the duration of this contract season, to be balanced at the end of the season.
  - 12.3 The City will authorize the use of the equipment for each successive storm emergency, and any work not authorized by the Director of Public Works or his designated representative shall not be approved for payment nor will any liability for payment be asserted by the contractor.
  - 12.4 This Agreement may not be assigned by the Contractor without the written authorization of the City.
    - 12.4.1 Time is of the essence in the performance for snow removal services, and this Agreement may be terminated at the City's option if the Contractor fails to timely perform such services.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF LINCOLN

\_\_\_\_\_  
Mayor

CONTRACTOR

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Contractor Address

\_\_\_\_\_  
Authorized Signature

Tractor Make \_\_\_\_\_ Model \_\_\_\_\_

Was this tractor previously contracted to the City of Lincoln for snow removal? yes \_\_\_\_\_ no \_\_\_\_\_.

Indicate your preference for assigned plowing district:

- \_\_\_\_ 901 No. 6th St.                      \_\_\_\_ 3180 South St.
- \_\_\_\_ 3200 Baldwin Ave.                \_\_\_\_ No Preference

Contract Renewal is an Option: Yes \_\_\_\_\_ No \_\_\_\_\_