

**Amendment to Agreement for
Snow & Ice Removal for Lincoln Water System,
Ashland Water Treatment Plant
Quote No. 4837
Company Name Change**

This Amendment is hereby entered into by and between Dickey-Hinds-Muir Incorporated, P.O. Box 22555, Lincoln, NE 68542 (hereinafter "Contractor") and the City of Lincoln (hereinafter "City"), for the purpose of amending the Resolution No. A-88399, dated July 21, 2014, (the "Agreement"), for Snow & Ice Removal for Lincoln Water System, Ashland Water Treatment Plant, Quote No. 4837 which is made a part of this amendment by this reference.

WHEREAS, the parties desire to change the name reflected in the contract from Dickey & Burham Inc. to Dickey-Hinds-Muir Incorporated as stated in Attachment A; and

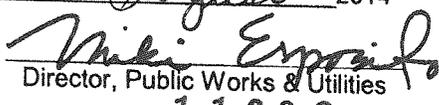
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under Resolution No. A-88399, and stated herein the parties agree as follows:

- 1) This Agreement shall reflect the name change of Dickey & Burham Inc. to Dickey-Hinds-Muir Incorporated as stated in Attachment A.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

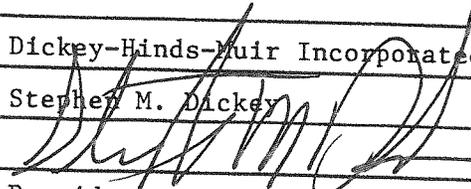
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Official City Use Only

Dated this <u>29th</u> day
of <u>August</u> 2014
 Director, Public Works & Utilities
<u>11698</u>
Directorial Order No.

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

Company Name: (PLEASE PRINT)	Dickey-Hinds-Muir Incorporated (effective 9/1/14)
By: (PLEASE PRINT)	Stephen M. Dickey
By: (PLEASE SIGN)	
Title:	President
Company Address:	PO Box 22555, Lincoln NE 68542-2555
Company Phone & Fax:	(402) 421-6000 fax: (402) 421-6021
E-Mail Address	Steve.Dickey@dhmlincoln.com (effective 9/1/14)
Date:	August 12, 2014
Contact Person for Orders or Service	Donald P. Hinds, Secretary-Treasurer
Phone No.	(402) 421-6000

DICKEY & BURHAM, INC.



P.O. BOX 22555

LINCOLN, NE 68542-2555

(402) 421-6000

Fax: (402) 421-6021

To: Our Valued Clients, Vendors & Subcontractors
From: Steve Dickey, Don Hinds & Adam Muir
Date: August 1, 2014
Subject: Corporate Name Change

This letter is to inform you that on September 1, 2014, our corporate name will change from Dickey & Burham, Inc., to **DICKEY • HINDS • MUIR** Incorporated. This name change reflects our current company ownership. Steve Dickey is a founder of the company which was incorporated 27 years ago. Adam Muir has been a partner since 2006 and Don Hinds became a partner in 2009.

The daily operation of the company will remain the same so there will be minimal changes noticed by you, our valued business associates. Our physical address, mailing address, office, cell phone and fax numbers will remain the same. You will be informed at a later date regarding e-mail address changes.

Thank you for your continued patronage and support of **DICKEY • HINDS • MUIR** Incorporated. We appreciate all of the professional business relationships we have made over the years.

Stephen Dickey
President

J. Adam Muir
Vice-President

Don Hinds
Secretary / Treasurer

A-88399

RECEIVED

JUN 2 9 2014

Per _____

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR SNOW & ICE REMOVAL FOR LINCOLN WATER SYSTEM,
ASHLAND WATER TREATMENT PLANT
Quote 4837**

**Dickey & Burham, Inc.
P.O. Box 22555
Lincoln, NE 68542-2555
(402)421-6000**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2014, by and between **Dickey & Burham, Inc., P.O. Box 22555, Lincoln, NE 68542-2555**, 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 Snow & Ice Removal for Lincoln Water System, Ashland Water Treatment Plant, Quote 4837** 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. The total cost of products or services for City departments shall not exceed \$24,000.00 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 upon execution by both parties. The term of the Contract shall be a four (4) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Addendum No. 1
 4. Specifications
 5. Map
 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:

City Clerk

[Handwritten Signature]



CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Resolution No. A-88399

Dated 7/21/14

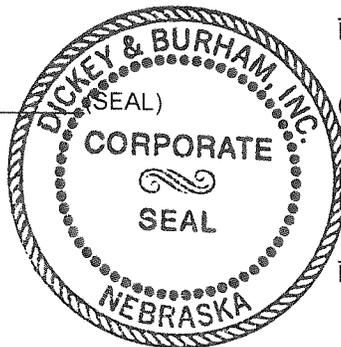
EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

[Handwritten Signature]



Dickey & Burham Inc

Name of Corporation

PO Box 22555, Lincoln NE 68542-2555

(Address)

By: *[Handwritten Signature]*
Duly Authorized Official

Vice 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	Public Works & Utilities, Water, Ashland 401 Hwy 6, PO Box 144 Ashland, NE 68333
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7428	Department		Department	
Fax	(402) 441-6513	Building	Suite 200	Building	
Bid Number	4837 Addendum 1	Floor/Room		Floor/Room	
Title	Annual Requirements for Snow & Ice Removal for Lincoln Water System, Ashland Water Treatment Plant	Telephone	(402) 441-7428	Telephone	
Bid Type	Quote	Fax	(402) 441-6513	Fax	
Issue Date	06/09/2014	Email	smulder@lincoln.ne.gov	Email	
Close Date	6/12/2014 10:00:00 AM CT				
Need by Date					

Supplier Information

Company	Dickey & Burham Inc.
Address	PO Box 22555 Lincoln, NE 68542-2555
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 4216000
Fax	1 (402) 4216021
Email	
Submitted	6/12/2014 8:23:32 AM CT
Total	\$338.00

Signature _____

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Drawings	I acknowledge reading and understanding the Project Drawings.	Yes
7	Contact	Name of person submitting this bid:	Adam Muir
8	Renewal is an Option	Contract Extension Renewal is an option.	Yes
9	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
10	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Yes, Yes, April 2016
11	Electronic Signature	Please check here for your electronic signature.	Yes
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

Line Items

#	Qty	UOM	Description	Response
1	1	Hourly Rate per Person	Snow and Ice Removal Services	\$58.00
Item Notes: One (1) person/snow blower (price per hour)				
Supplier Notes:				
2	1	Hourly Rate per Person	Snow and Ice Removal Services	\$91.00
Item Notes: One (1) person/snow brush (price per hour Maybe a skid steer with mounted brush.				
Supplier Notes:				
3	1	Hourly Rate per Person	Snow and Ice Removal Services	\$49.00
Item Notes: One (1) person/snow shoveling (price per hour)				
Supplier Notes:				
4	1	Hourly Rate per Person	Snow and Ice Removal Services	\$49.00
Item Notes: One (1) person applying ice melt (City to supply all the ice melt that is to be applied at the Ashland Treatment Plant) (price per hour)				
Supplier Notes:				
5	1	Hour	Hauling Services	\$91.00
Item Notes: This would be for snow that would need to be removed and hauled to the dump in Ashland. This is only used if necessary.				
Supplier Notes:				
Response Total:				\$338.00

**SPECIFICATIONS
FOR ANNUAL REQUIREMENTS
FOR
SNOW & ICE REMOVAL FOR LINCOLN WATER SYSTEM, ASHLAND WATER
TREATMENT PLANT**

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable annual requirements for snow and ice removal for Lincoln Water System, Ashland Water Treatment Plant on an as needed basis for sidewalks and steps.
- 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, Asst. Purchasing Agent (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.
 - 1.3.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.3.2.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.4 Removal of snow and ice shall comply with the Lincoln Municipal Code Section 14.80.110.
- 1.5 The term of the contract shall be a four (4) year term.

2. SCOPE

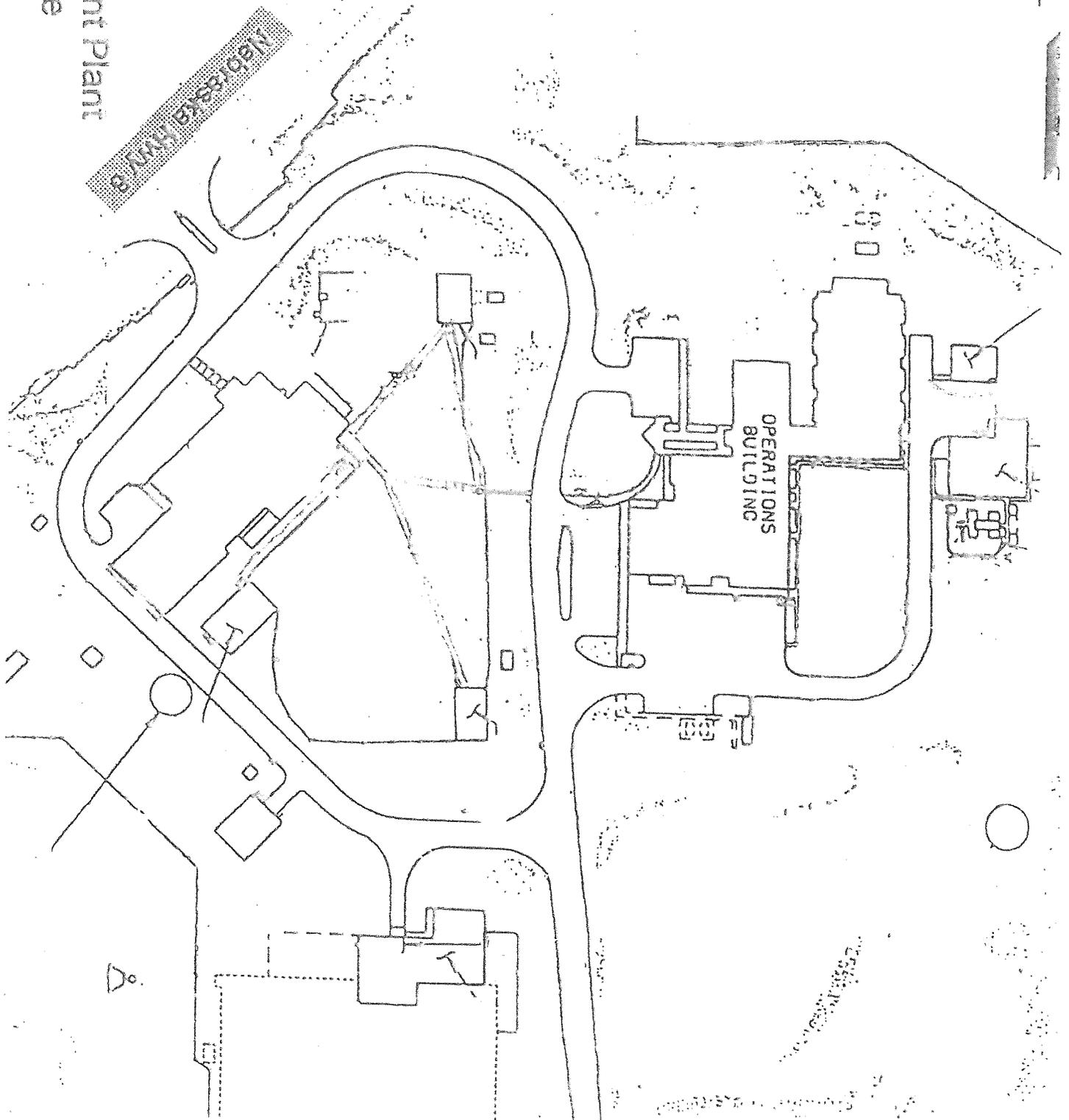
- 2.1 The contractor shall agree to furnish all labor, material, equipment and services necessary to perform the scope of work set forth in these specifications.
- 2.2 The Operations Building, which is the only building identified on the map is where the contractor will have to sign in and out while work is being performed.
- 2.3 There is approximately 2,900 running feet of sidewalk and steps that varies in width.
 - 2.3.1 The sidewalks, steps and ramps are approximately 5' to 11' wide.
 - 2.3.2 There are seven (7) sets of stairs.
- 2.4 All sidewalks and steps shall be cleared side to side no later than 6:00 a.m. for snowfall that occur the previous evening.
- 2.5 De-icing operations shall commence upon weather reports or notification by the department representative or its designee that at least 1/8th inch of ice is expected or has settled on the sidewalks.
- 2.6 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.
 - 2.6.1 Immediately after snow removal operations, the contractor shall apply a de-icing material on all areas and walkways.
 - 2.6.1.1 Ice melt to be supplied by the City of Lincoln
 - 2.6.2 During a heavy snow or constant snowfall, the property will be under constant supervision and removal will begin as soon as the weather permits.
- 2.7 Snow will be removed from the entrance doors.
- 2.8 The contractor shall, in regard to snow removal and plowing haul snow to snow dumps.
- 2.9 All efforts will be made to avoid plowing into fixed shrubs and trees in order to avoid unnecessary landscape damage.
- 2.10 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.
- 2.11 These damages shall be reviewed with the contractor.

- 2.12 Damage necessitating immediate repair shall be undertaken within 48 hours by the contractor or will be initiated by the department representative.
- 2.13 The Contractor shall provide numbers that will assure a response back to the Department Representative within fifteen (15) minutes.
- 2.14 The Contractor shall provide a list of names of their employees before entering Lincoln Water System property.
 - 2.14.1 Cell phone numbers, pagers, home numbers and office numbers for all principles are to be provided as part of this contract.
 - 2.14.2 If an answering service is utilized that number shall be provided as well.

3 TERMINATION FOR CAUSE

- 3.1 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.
- 3.2 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.
- 3.3 The contractor shall be given 24 hours to correct the cause of the complaint.
- 3.4 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.
- 3.5 The Purchasing Agent shall notify the contractor in writing of the cancellation of the contract.
 - 3.5.1 The contract will terminate ten (10) days from the date of mailing of the written notice of cancellation.
 - 3.5.2 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.

Water Treatment Plant
Entrance



Addendum #1
for
Annual Requirements for Snow & Ice Removal
for Lincoln Water System, Ashland Water Treatment Plant
Quote 4837

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:

- Q. For the sidewalks, can the snow be pushed to the snow? If the snow will need to be removed to the dump, will a line item for hauling be included?
- A. A line item has been added to include "hauling services," line item number 5. The services will be used only if necessary

All other terms and conditions shall remain unchanged.

Dated this day of June 10, 2014.

Sharon Mulder,
Asst. Purchasing Agent