

Res.

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR ADMINISTRATION OF STARTRAN'S SPECIAL
TRANSPORTATION PROGRAMS
BID NO. 11-204**

This Amendment is hereby entered into on this ____ day of _____, 2013 by and between League of Human Dignity, 1701 "P" Street, Lincoln, NE 68508 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated October 31, 2011, under Resolution No. A-86564, (the "Agreement"), for The Annual Requirements for Administration of StarTran's Special Transportation Programs which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is a two year term beginning October 31, 2011 through October 30, 2013, with the option to renew for one (1) additional two (2) year term upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional two (2) year term beginning October 31, 2013 through October 30, 2015; and

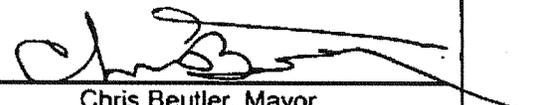
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from October 31, 2013 through October 30, 2015.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

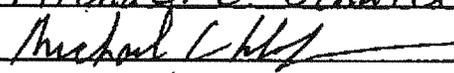
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Official City Use Only

Dated this <u>10th</u> day
of <u>Oct.</u> 2013
 <hr style="width: 100%;"/> Chris Beutler, Mayor

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

Company Name: (PLEASE PRINT)	<u>League of Human Dignity, Inc.</u>
By: (PLEASE PRINT)	<u>Michael C. Schafer</u>
By: (PLEASE SIGN)	
Title:	<u>CEO</u>
Company Address:- (PLEASE PRINT)	<u>1701 P Street</u>
Company Phone & Fax: (PLEASE PRINT)	<u>402-441-7871, Fax 402-441-7650</u>
E-Mail Address: (PLEASE PRINT)	<u>mschafer@leagueofhumandignity.com</u>
Date:	<u>September 12, 2013</u>

11R-262
PH: 10/31/11

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Administration of StarTran's Special
Transportation Programs
Bid No. 11-204**

**League of Human Dignity
1701 P Street
Lincoln, NE 68508
402-441-7871**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____, 2011, by and between **League of Human Dignity, 1701 "P" St., Lincoln, NE 68508**, 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 **Administration of StarTran's Special Transportation Programs** 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 for a total of \$83,023.68 for a two year term.

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. Termination. This Contract may be terminated by the following:
 - 4.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 4.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 4.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 4.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 4.2.3) 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.
5. 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.
6. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a two (2) year term with the option to renew for one (1) additional two (2) year term.
7. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Insurance Requirements
 3. Accepted Proposal/Response
 4. Contract Agreement
 5. Specifications
 6. 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:

Jean E. R...
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Resolution No. A-86564

dated OCT 8 1 2011

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Cassie D. Brian (SEAL)
Secretary

League of Human Dignity, Inc
Name of Corporation

1701 P Street, Lincoln, NE
(Address)

By: [Signature]
Duly Authorized Official

Chairman of Board
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

Bid Creator Robert Walla Asst.
 Purchasing Agent
 Email rwalla@lincoln.ne.gov
 Phone 1 (402) 441-8309
 Fax 1 (402) 441-6513

 Bid Number 11-204 Addendum 1
 Title Administrative Services for
 StarTran
 Bid Type Bid
 Issue Date 08/31/2011
 Close Date 9/21/2011 12:00:00 PM CST
 Need by Date

Contact Information

Address Purchasing
 440 S. 8th St.
 Lincoln, NE 68516
 Contact Robert Walla Asst.
 Purchasing Agent
 Purchasing
 Department
 Building
 Suite 200
 Floor/Room
 Telephone 1 (402) 441-8309
 Fax 1 (402) 441-6513
 Email rwalla@lincoln.ne.gov

Ship to Information

Address StarTran
 710 J St.
 Lincoln, NE 68508
 Contact
 Department
 Building
 Floor/Room
 Telephone
 Fax
 Email

Supplier Information

Company League of Human Dignity
 Address 1701 P Street

 Lincoln, NE 68508
 Contact Mike Schafer
 Department
 Building
 Floor/Room
 Telephone 1 (402) 441-7871
 Fax 1 (402) 441-7650
 Email mschafer@leagueofhumandignity.com
 Submitted 9/16/2011 10:39:32 AM CST
 Total \$83,023.68

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Contact	Name of person submitting this bid:	Mike Schafer
6	Electronic Signature	Please check here for your electronic signature.	Yes
7	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	24	Months	Administrative Services - StarTran Special Transit Programs Total Monthly Cost - Labor, Materials and Overhead	\$3,459.32

Item Notes:

Supplier Notes:

Response Total: \$83,023.68
