86451

# AMENDMENT TO AGREEMENT
# CITY OF LINCOLN
# SEASONAL REQUIREMENTS FOR AG TRACTOR SNOW REMOVAL
# BID NO. 10-149
# THIRD AND FINAL RENEWAL

This Amendment is hereby entered into on this 10 day of Sept, 2013 by and between **Bennie Farms, 1262 North 60th Rd., Nebraska City, NE 68410** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **September 9, 2010**, under **E. O. No. 83422**, (the "Agreement"), for **The Seasonal Requirements for Ag Tractor Snow Removal, Bid No. 10-149**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **September 9, 2010 through September 8, 2011** with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from **September 9, 2011 through September 8, 2012**,

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from **September 9, 2012 through September 8, 2013**,

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning **September 9, 2013 through September 8, 2014**; and

WHEREAS, the parties wish to amend the Agreement to reflect a **price increase** for the new term of the agreement as per Attachment A; 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 **September 9, 2013 through September 8, 2014.**
2) The parties agree that the Owners will pay the revised pricing for the items listed in Attachment A, which is attached hereto and made a part hereof by this reference.
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 10th day

of Sept. 2013

Chris Beutler, Mayor

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

| | |
|---|---|
| **Company Name: (PLEASE PRINT)** | Bennie Farms |
| **By: (PLEASE PRINT)** | Rick Bennie |
| **By: (PLEASE SIGN)** | |
| **Title:** | owner |
| **Company Address: (PLEASE PRINT)** | 1262 N 60th Rd Nebraska City NE. 68410 |
| **Company Phone & Fax: (PLEASE PRINT)** | 402-873-2157 / 402-873-4487 |
| **E-Mail Address: (PLEASE PRINT)** | rb11849@windstream.net |
| **Date: (PLEASE PRINT)** | July 22, 2013 |

ATTACHMENT A

Bennie Farms
1262 North 60th Rd.
Nebraska City NE. 68410

June 24,2013

City Of Lincoln / Finance Dep.
440 South 8th Street Suite 200
Southwest Wing Lincoln NE. 68508

RE: The Seasonal Requirement for AG Tractor snow removal, Bid # 10-149

Dear Sharon Mulder:

Please accept our new bid. For the past four years we have not had an increase in our hourly rate of $85.00 per hour. Our rate is going up to $105.00 per hour; this is a 6% per year increase. We hope to continue to contract with the City Of Lincoln. If you have any questions, please call me; cell 402-873-2157 office 402-873-4662 home 402-873-4487
Our email rb11849@ windstream.net Thank You, Rick Bennie

# AMENDMENT TO SPEC. NO. 10-149
# SEASONAL REQUIREMENTS FOR AG TRACTOR SNOW REMOVAL
# AGREEMENT FOR CITY SECOND RENEWAL OF THREE RENEWALS

This Amendment is hereby entered into on this _____ day of _____, 2012 by and between **Bennie Farms, 1262 North 60th Rd., Nebraska City, NE 68410** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **September 9, 2010**, under E. O. No. **83422**, (the "Agreement"), for **The Seasonal Requirements for Ag Tractor Snow Removal, Bid No. 10-149**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **September 9, 2010 thru September 8, 2011**, with the option to extend for three (3) additional **one (1) year periods** upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term **(SECOND RENEWAL OF THREE RENEWALS)** beginning **September 9, 2012 thru September 8, 2013**; 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 **September 9, 2012 thru September 8, 2013.**
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 15th day

of Aug. 2012

Chris Beutler, Mayor

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

**Executed this 28 day of June, 2012**

| | |
|---|---|
| **Company Name: (PLEASE PRINT)** | Bennie Farms |
| **By: (PLEASE PRINT)** | Rick Bennie |
| **By: (PLEASE SIGN)** | |
| **Title:** | Owner |
| **Company Address: (PLEASE PRINT)** | 1262 N 60th Rd. Neb. City NE. |
| **Company Phone & Fax: (PLEASE PRINT)** | 402 873 4487 / cell 402 873-2157 |
| **E-Mail Address: (PLEASE PRINT)** | rb11849@windstream.net |

84360

# AMENDMENT TO SPEC. NO. 10-149
# SEASONAL REQUIREMENTS FOR AG TRACTOR SNOW REMOVAL
# AGREEMENT FOR CITY FIRST RENEWAL OF THREE RENEWALS

This Amendment is hereby entered into on this 6th day of Sept., 2011 by and between **Bennie Farms, 1262 North 60th Rd., Nebraska City, NE 68410** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **September 9, 2010**, under E. O. No. **83422**, (the "Agreement"), for **The Seasonal Requirements for Ag Tractor Snow Removal, Bid No. 10-149**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **September 9, 2010 thru September 8, 2011**, with the option to extend for three (3) additional **one (1) year periods** upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for the additional one (1) year term **(FIRST RENEWAL OF THREE RENEWALS)** beginning **September 9, 2011 thru September 8, 2012**; 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 **September 9, 2011 thru September 8, 2012.**
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 6 day
of Sept 2011

Chris Beutler, Mayor

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

**Executed this 13 day of July, 2011**

| | |
|---|---|
| **Company Name: (PLEASE PRINT)** | Bennie Farm's |
| **By: (PLEASE PRINT)** | Rick Bennie |
| **By: (PLEASE SIGN)** | |
| **Title:** | owner |
| **Company Address: (PLEASE PRINT)** | 1262 N 60th Rd. Neb. City NE. 68410 |
| **Company Phone & Fax: (PLEASE PRINT)** | 402-873-4487 / 873-2157 |
| **E-Mail Address: (PLEASE PRINT)** | rb11849@windstream.net |

83422

# CONTRACT DOCUMENTS

## CITY OF LINCOLN
## NEBRASKA

## SEASONAL REQUIREMENTS
## FOR
## AG TRACTOR SNOW REMOVAL
## BID NO. 10-149


**Bennie Farms**
**Rick Bennie**
**1262 North 60th Rd.**
**Nebraska City, NE 68410**
**402.873.4487**

**CITY OF LINCOLN**
**CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of_____2010, by and between **Bennie Farms, 1262 North 60th Rd., Nebraska City, NE 68410**, 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 **Seasonal Requirements for Ag Tractor Snow Removal, Bid 10-149** 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 for a one (1) year term with the option to renew for up to three (3) additional one (1) year terms.**

8. 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. Notice to Bidders

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

CITY OF ~~LINCOL~~N, NEBRASKA

Mayor

Approved by Executive No. 083422

dated Sept 9, 2010

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

Bernie Farms

Name of Corporation

ATTEST:

(SEAL)

Secretary

1262 N 60th Rd Neb City 68410

Address

By:

Duly Authorized Official

Owner

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By:

Member

By:

Member

IF AN INDIVIDUAL:

Rick Bennie

Name

1262 N 60th Rd Neb City

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 | 10-149 |
| Title | Seasonal Requirements for Ag Tractor Snow Removal |
| Bid Type | Bid |
| Issue Date | 07/14/2010 |
| Close Date | 7/28/2010 12:00:00 PM CST |
| Need by Date | |

## Contact Information

| | |
|---|---|
| Address | Purchasing\City & County<br>440 S. 8th St.<br>Lincoln, NE 68508 |
| Contact | Robert Walla Asst. Purchasing Agent |
| Department | |
| Building | |
| Floor/Room | |
| Telephone | 1 (402) 441-8309 |
| Fax | 1 (402) 441-6513 |
| Email | rwalla@lincoln.ne.gov |

## Ship to Information

| | |
|---|---|
| Address | |
| Contact | |
| Department | |
| Building | |
| Floor/Room | |
| Telephone | |
| Fax | |
| Email | |

## Supplier Information

| | |
|---|---|
| Company | Bennie farms |
| Address | 1262 North 60th Rd.<br><br>Nebraska City, NE 68410 |
| Contact | Rick Bennie |
| Department | |
| Building | |
| Floor/Room | |
| Telephone | 1 (402) 873-4487 |
| Fax | 1 (402) 873-4487 |
| Email | rb11849@windstream.net |
| Submitted | 7/22/2010 9:33:31 AM CST |
| Total | $85.00 |

Signature _____

## Supplier Notes

## Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at http://www.lincoln.ne.gov/city/finance/purch/spec/veninst.ppt

## Bid Messages

Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Specifications | I acknowledge reading and understanding the specifications. | Yes |
| 2 | Instructions to Bidders | I acknowledge reading and understanding the Instructions to Bidders. | Yes |
| 3 | Contact | Name of person submitting this bid: | Rick |
| 4 | Preferred Plowing District | Preferred Plowing District NOTE: The City of Lincoln will make every effort to honor your district preference, but reserves the right to assign districts according to need. | 3180 South Street |
| 5 | History | Have your tractor/s been previously used? State Yes or No. If Yes, state which year(s). | yes 2008 / 2009 |

## Line Items

| # | Qty | UOM | Description | Response |
|---|---|---|---|---|
| 1 | 1 | EA | Hourly Rate to compensate for actual snowplowing services.<BR><BR> BIDDERS NOTE: Indicate below the number of tractors to be used for snow removal. Also List the tractor Make, Model and Year of each tractor you are submitting a bid for. | $85.00 |

Item Notes:

Supplier Notes: just 1 tractor same as last year John Deer 4440

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|---|---|---|
| 1 | Number of Tractors | BIDDERS NOTE: USING THE DROP DOWN MENU BELOW INDICATE THE NUMBER OF TRACTORS TO BE USED FOR SNOW REMOVAL. | 1 |
| 2 | Make, Model, Year | List the tractor Make, Model and Year of each tractor you are submitting a bid for. | john deer 4440 |

Response Total: $85.00

**SPECIFICATION**
**AGRICULTURAL TRACTOR SNOW REMOVAL SERVICES**

1. **SCOPE**

1.1 The City of Lincoln is requesting bids from Contractors to assist in snow removal from City streets using Agricultural Tractors with snow blades.

1.1.1 The City will require approximately twenty-one (21) agricultural tractors for snow removal.

1.2 Contractor shall furnish agricultural tractors(s) and operator(s) for the purpose of snow removal for the City of Lincoln during the winter season beginning on or about November 15 and ending on or about April 1.

1.2.1 The Contractor's equipment shall be available November 1st through November 15th for mounting of plows at City facilities.

1.2.2 At the conclusion of the snow season the Contractor's equipment shall be available from March 15th through March 31st for dismounting of plows.

1.2.2.1 This will be the only time the City will dismount the plow and remove the tire chains.

1.3 Tractors (after plows are mounted) must be housed at either the Baldwin Street, South Street, or 901 N. 6th Street facility.

1.3.1 Location of tractor will be determined according to the district they are assigned to for the winter season, unless otherwise approved by the Director of Public Works or his designated representative.

1.4 The City intends to enter into a contract for a one (1) year term with the option to renew for up to three (3) additional one (1) year terms.

1.4.1 If the Contractor agrees to renewal, tractor size/model and number of tractors will be verified each year at time of renewal.

1.4.2 Bid prices shall remain firm during the initial contract term.

1.5 Bidder shall submit bid documents and all supporting material via e-bid.

1.5.1 Contractor may bid any number of tractors that meet the requirements of this specification.

1.6 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Asst. Purchasing Agent (rwalla@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.

2. **CONTRACT AND CERTIFICATE OF INSURANCE**

2.1 Within fourteen (14) calendar days after the award of the bid, the Contractor shall sign and return the contract to the City of Lincoln.

2.2 Also within such time period, the Contractor must furnish a Certificate of Insurance in accordance with the requirements specified in the bid documents.

2.2.1 All Certificates of Insurance shall be filed with the City of Lincoln on the standard Accord Certificate of Insurance form showing the specific limits of insurance coverage required, and showing the City of Lincoln as an "additional insured" as pertains to snow removal services.

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 of any material reduction of insurance coverage.

3. **TRACTOR SPECIFICATION**

3.1 The Contractor shall furnish agricultural tractor(s) for such purpose that meet or exceed the following specifications:

3.1.1 ENGINE: Minimum four cylinder, diesel powered, 300 cu. in. minimum displacement.

3.1.2 HORSEPOWER: 85 minimum draw-bar.

3.1.3 HYDRAULICS: Separate high pressure units (circuits) for linkage and remote outlets with dual spools.

3.1.4 CAB: Fully enclosed cab with heater, defrosters and windshield wipers.

3.1.5 LIGHTS: All lights required by FMVSS 108.

3.1.6 WHEELBASE: Not less than 80 inches nor more than 110 inches.

3.1.7 FRONT AXLE: Wide type with front wheels spaced not closer than 48 inches, inside to inside.

3.1.8 REAR WHEELS: Single, no more than 8 feet total width (out/out).

4.1.8.1 Dual rear wheels are not acceptable.

3.1.9 STEERING: Power assisted.

3.1.10 Tractor must be capable of carrying a 10 ft. straight rail frame snowplow.
3.1.11 FUEL TANK: Minimum 20 U.S. gallons capacity.
3.1.12 WEIGHT: Not less than 8,000 pounds.

4. **CITY/CONTRACTOR RESPONSIBILITIES**

4.1 The Contractor shall be responsible for all lubricants, repair and maintenance of the tractor.
4.1.1 The facility and tools for the repair and maintenance of tractor shall be provided by the Contractor.
4.1.2 No hourly rate of payment shall be made to the Contractor for maintenance and repair during this "downtime" and the hourly rate will not resume until the equipment is back in use in the field.

4.2 The City will provide fuel for plowing operations.
4.2.1 The Contractor will be responsible for full fuel tanks at the beginning of each snow plowing operation.
4.2.3 The City will provide refueling during operations and ensure full tanks are provided at completion of snow plowing operations.

4.3 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.

4.4 The Contractor shall be responsible for providing qualified operator(s) for the tractor.

4.5 The Contractor shall employ sufficient operator(s) to provide for continuous around-the-clock operation.
4.5.1 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.

4.6 The City shall provide training for snow plowing and snowplow operations to the Contractor's operators, if needed.
4.6.1 No compensation will be made to the Contractor or his operators for such training.

4.7 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.
4.7.1 Failure of contractor to respond within such time period may result in forfeiture of any remaining guaranteed hours due the contractor.
4.7.2 Such forfeiture and cancellation shall be at the sole discretion of the Director of Public Works & Utilities, or his designated representative.
4.7.3 Notice of such cancellation shall be in writing.

4.8 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.

4.9 The City shall make the initial installation of the snowplow on the Contractor's tractor using the existing implement mountings provided by the manufacturer.
4.9.1 The City will not modify the Contractor's tractor without the express written consent of the Contractor.

4.10 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.
4.10.1 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.

4.11 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.

4.12 The City shall perform all maintenance and repairs of the snowplow attachment and tire chains.
4.12.1 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.

4.13 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.
4.13.1 More than one Contractor may be assigned to districts and they will be expected to work together as a team.

4.14 Upon completion of snow removal within contractors assigned district, contractor shall report to the assigned district shop for reassignment or release by the district supervisor.

4.15 If snow plowing is required for an extended period of time, Contractor must make shift changes at a location in the same area that plowing is being conducted.

4.16 The City has the option of installing a temporary GPS Tracking System in the tractor to track the progress of snow removal.
4.16.1 The City will be responsible for the installation and removal of Tracking System.

5. **PAYMENT**

5.1 Upon execution of the contract, the City will pay the Contractor a lump sum of $600.00 to cover the cost of insurance and any other fixed costs associated with accomplishing snow removal.

5.1.1 The lump sum includes the cost of one hour at the beginning of the winter season and one hour at the end of the season for mounting and dismounting of the plow.

5.1.2 Contractor must provide a copy of an invoice from their insurance company for said payment from The City of Lincoln Street Maintenance Division, 901 North 6th Street, Lincoln NE 68508.

5.2 The Contractor shall be paid the hourly rate they submitted in their bid for all hours while the Contractor is plowing snow.

5.3 Payment will not be made for time spent in travel to or from the City by the Contractor.

5.4 Contractors are guaranteed thirty (30) hours utilization for the duration of the contract season, to be reconciled at the end of the season.

5.5 The City will authorize the use of the equipment for each successive storm emergency.

5.5.1 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.

5.6 If awarded, the contract may not be assigned by the Contractor without the written authorization of the City.

5.7 Time is of the essence in the performance for snow removal services and the Contract may be terminated at the City's option if the Contractor fails to perform such services as required.