

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 Ron Emerson, 22345 25th, Hickman, NE 68372 (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

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) 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>Sept.</u> 2013
 <hr style="width: 100%;"/> 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)	Ronald Emerson
By: (PLEASE PRINT)	Ronald Emerson
By: (PLEASE SIGN)	Ronald Emerson
Title:	owner / operator
Company Address: (PLEASE PRINT)	22345 South 25 th Hickman, NE 68372
Company Phone & Fax: (PLEASE PRINT)	402-792-2635
E-Mail Address: (PLEASE PRINT)	rce Emerson@diode.com.net
Date: (PLEASE PRINT)	7-10-13

**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 Ron Emerson, 22345 25th, Hickman, NE 68372 (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 <u>15th</u> day
of <u>Aug.</u> 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 _____ day of _____, 2012

Company Name: (PLEASE PRINT)	<u>Ronald Emerson</u>
By: (PLEASE PRINT)	<u>Ronald Emerson</u>
By: (PLEASE SIGN)	
Title:	<u>Owner/operator</u>
Company Address: (PLEASE PRINT)	<u>22345 South 25th Hickman, NE 68372</u>
Company Phone & Fax: (PLEASE PRINT)	<u>(402) 792-2635 402-560-1253 cell</u>
E-Mail Address: (PLEASE PRINT)	<u>rremerson @ dlodocom.net</u>

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 Ron Emerson, 22345 25th, Hickman, NE 68372 (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.

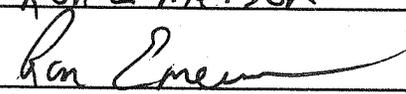
Official City Use Only

Dated this <u>6</u> day
of <u>Sept</u> 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 _____ day of _____, 2011

Company Name: (PLEASE PRINT)	Ron Emerson
By: (PLEASE PRINT)	Ron Emerson
By: (PLEASE SIGN)	
Title:	
Company Address: (PLEASE PRINT)	22345 S. 25 th Hickman, NE 68372
Company Phone & Fax: (PLEASE PRINT)	402-792-2635
E-Mail Address: (PLEASE PRINT)	rcemerson@diode.com.net

83422

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

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

**Ron Emerson
22345 South 25th
Hickman, NE 68372
402.792.2635**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2010, by and between **Ron Emerson, 22345 South 25th, Hickman, NE 68372**, 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; © 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

Jean E. Rood



CITY OF LINCOLN, NEBRASKA

Mayor

[Handwritten Signature]

Approved by Executive No. 083422

dated Sept 9, 2010

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary _____ (SEAL)

Name of Corporation _____

Address _____

By: _____
Duly Authorized Official

Legal Title of Official _____

IF OTHER TYPE OF ORGANIZATION:

Name of Organization _____

Type of Organization _____

Address _____

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name Ron Emerson

Address 22345 S 25 Hickman, NE 683

Signature *Ron Emerson*

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing\City & County	Address
Email	rwalla@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8309		Lincoln, NE 68508	Contact
Fax	1 (402) 441-6513	Contact	Robert Walla Asst. Purchasing Agent	Department
Bid Number	10-149			Building
Title	Seasonal Requirements for Ag Tractor Snow Removal	Department		
Bid Type	Bid	Building		Floor/Room
Issue Date	07/14/2010	Floor/Room		Telephone
Close Date	7/28/2010 12:00:00 PM CST	Telephone	1 (402) 441-8309	Fax
Need by Date		Fax	1 (402) 441-6513	Email
		Email	rwalla@lincoln.ne.gov	

Supplier Information

Company	Ron Emerson
Address	22345 south 25th
	hickman, NE 68372
Contact	ron
Department	
Building	
Floor/Room	
Telephone	1 (402) 792 2635
Fax	1 (402) 792 2635
Email	rcemerson@diodecom.net
Submitted	7/28/2010 7:44:36 AM CST
Total	\$91.00

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:	Ron Emerson
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.	No Preference
5	History	Have your tractor/s been previously used? State Yes or No. If Yes, state which year(s).	yes 1989-2009

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Hourly Rate to compensate for actual snowplowing services. 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.	\$91.00

Item Notes:

Supplier Notes: would like to team with clark boesiger

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.	4850 mfwd john deere - 1984 or 4630 john deere 1974

Response Total: \$91.00

- 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.