

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL REQUIREMENTS FOR VEHICLE WEIGHING SERVICES  
QUOTE NO. 3462  
THIRD & FINAL RENEWAL**

This Amendment is hereby entered into on this 2<sup>nd</sup> day of May, 2014 by and between Don & Randy Shoemaker's Truck Station, 4800 West "O" Street, Lincoln, NE 68510 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated June 7, 2011, under D. O. No. 05826, (the "Agreement"), for **The Annual Requirements for Vehicle Weighing Services, Quote No. 3462**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is June 7, 2011 through June 6, 2012, 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 June 7, 2012 through June 6, 2013,

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from June 7, 2013 through June 6, 2014; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning June 7, 2014 through June 6, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$8,000.00 without prior approval by the City of Lincoln.

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

- 1) The term of the Agreement shall be from June 7, 2014 through June 6, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$8,000.00 without prior approval by the City of Lincoln.
- 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 <u>2<sup>nd</sup></u> day
of <u>May</u> 2014

_____ Public Works & Utilities Director

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)	Don + Randy Shoemakers Truck Station
By: (Please Sign)	<i>Randy Shoemaker</i>
By: (Please Print)	Randy Shoemaker
Title: (Please Print)	Owner
Company Address: (Please Print)	4600 W O St
Company Phone & Fax: (Please Print)	402-438-4800, 438-4827
E-Mail Address: (Please Print)	Andrew@DRSHOEMAKERS.COM
Date: (Please Print)	4/18/14
Contact Person For: "Orders or Service" (Please Print)	Andrew Hartley
Phone Number: (Please Print)	402-438-4800

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL REQUIREMENTS FOR VEHICLE WEIGHING SERVICES  
QUOTE NO. 3462  
SECOND RENEWAL**

09241

This Amendment is hereby entered into on this 3 day of MAY, 2013 by and between Don & Randy Shoemaker's Truck Station, 4800 West "O" Street, Lincoln, NE 68510 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated June 7, 2011, under D. O. No. 05826, (the "Agreement"), for **The Annual Requirements for Vehicle Weighing Services, Quote No. 3462**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is June 7, 2011 through June 6, 2012, 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 June 7, 2012 through June 6, 2013,

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning June 7, 2013 through June 6, 2014; and

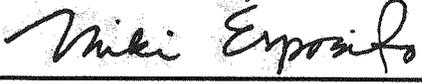
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from June 7, 2013 through June 6, 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.

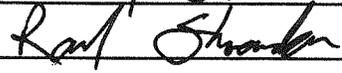
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Official City Use Only**

Dated this <u>14</u> day
of <u>May</u> 2013

Public Works & Utilities Director

**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 \_\_\_\_\_, 2013

<b>Company Name: (PLEASE PRINT)</b>	<u>Don &amp; Randy Shoemakers Truck Station</u>
<b>By: (PLEASE PRINT)</b>	<u>Randy Shoemaker</u>
<b>By: (PLEASE SIGN)</b>	
<b>Title:</b>	<u>owner</u>
<b>Company Address: (PLEASE PRINT)</b>	<u>4800 West O St Lincoln NE 68528</u>
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	<u>Phone 402-438-4800 / Fax 402-438-4827</u>
<b>E-Mail Address: (PLEASE PRINT)</b>	<u>Randy@DRShoemakers.com</u>

**AMENDMENT TO QUOTE NO. 3462  
FOR THE ANNUAL REQUIREMENTS FOR VEHICLE WEIGHING SERVICES  
AGREEMENT FOR CITY FIRST RENEWAL**

This Amendment is hereby entered into on this 23 day of April, 2012 by and between Don & Randy Shoemaker's Truck Station, 4800 West "O" Street, Lincoln, NE 68510 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated June 7, 2011, under D. O. No. 05826, (the "Agreement"), for **The Annual Requirements for Vehicle Weighing Services, Quote No. 3462**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is June 7, 2011 - June 6, 2012, 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 beginning June 7, 2012 thru June 6, 2013; and

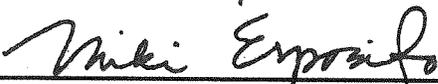
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from June 7, 2012 - June 6, 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.

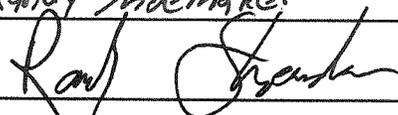
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Official City Use Only**

Dated this <u>7</u> day
of <u>May</u> 2012

Public Works & Utilities Director

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

Executed this 23 day of APRIL, 2012

Company Name: (PLEASE PRINT)	Don and Randy Shoemakers trucks Station
By: (PLEASE PRINT)	Randy Shoemaker
By: (PLEASE SIGN)	
Title:	Owner
Company Address: (PLEASE PRINT)	4800 W O ST Lincoln NE, 68528
Company Phone & Fax: (PLEASE PRINT)	402.438.4800 Fax 402.438.4827
E-Mail Address: (PLEASE PRINT)	vendors@DRSHOEMAKERS.COM

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**VEHICLE WEIGHING SERVICES  
QUOTE 3462**

**Don & Randy Shoemaker's Truck Station  
4800 West O St.  
Lincoln, NE 68510  
402.438.4800**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between **Don & Randy Shoemaker's Truck Station, 4800 West O St., Lincoln, NE 68510**, 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 **Vehicle Weighing Services, Quote 3462** \_\_\_\_\_ 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 a one (1) year term with the option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Instructions to Bidders
  2. Accepted Proposal/Response
  3. Contract Agreement
  4. Specifications

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.

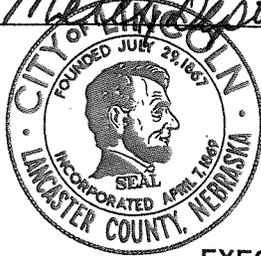
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

*Teresa J. Meina Deputy*  
City Clerk



CITY OF LINCOLN, NEBRASKA

PW&U Director *[Signature]*

Approved by Directorial Order

05826

dated JUN 7 - 2011

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

*Dont Rardy Shoemakers Trk Str*  
Name of Corporation

*4800 W "O" St Lincoln, NE 68528*  
(Address)

By: *[Signature]*  
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:

Name

Address

Signature

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing\City & County	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68508	Contact
Fax	1 (402) 441-6513	Contact	Rachelle Hinze, Buyer	
Bid Number	3462	Department		Department
Title	Vehicle Weighing Services	Building		Building
Bid Type	Quote			
Issue Date	04/01/2011	Floor/Room		Floor/Room
Close Date	4/5/2011 2:00:00 PM CST	Telephone	(402) 441-8313	Telephone
Need by Date		Fax	(402) 441-6513	Fax
		Email	rhinze@lincoln.ne.gov	Email

## Supplier Information

Company Don & Randy Shoemaker's Truck Station  
 Address 4800 west O St  
  
 Lincoln, NE 68510  
 Contact Andrew Hartley  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 438-4800  
 Fax 1 (402) 438-4827  
 Email andrew@drshoemakers.com  
 Submitted 4/1/2011 11:53:53 AM CST  
 Total \$12,500.00

Signature \_\_\_\_\_

## Supplier Notes

## Bid Notes

If you need assistance in preparing your bid, there are several options. 1) Click 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/bidinst>.

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the Special Provisions.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Blanket PO/Term Clause of Contract	This bid is for a one (1) year term.  If a contract would be issued for one (1) year with the option to renew for three (3) additional one (1) year periods  (a) Would the bid price offered be less? Yes/No (b) If so, by what percentage or specific amount. ____% or \$_____  (c) Will your pricing remain firm for the four (4) year term? Yes/No	a. NO
4	Escallation/De-escalation	(a) Are your bid prices firm for a one (1) year contract period. YES or NO  (b) Are your bid prices subject to escallation/de-escalation YES or NO  (c) If (b), state period for which prices will remain firm: through _____	a. YES b. NO
5	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
6	Location	List site location of scale for weighing of vehicles	4800 West O St Lincoln NE
7	Electronic Signature	Please check here for your electronic signature.	Yes
8	Contact	Name of person submitting this bid:	Andrew Hartley

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**Line Items**

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#	Qty	UOM	Description	Response
1	2,500	EA	Price per vehicle weighed.	\$5.00

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Item Notes: Quantity is an estimated amount for one year period. Enter unit price per each vehicle weighed.

Supplier Notes:

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Response Total: \$12,500.00

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**SPECIFICATIONS  
FOR  
VEHICLE WEIGHING SERVICES**

**1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Vehicle Weighing Services for City of Lincoln's Solid Waste Operation.
- 1.2 Contractor shall submit bid documents and all supporting materials via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed to Shelly Hinze, Buyer, via e-mail request to ([rhinze@lincoln.ne.gov](mailto:rhinze@lincoln.ne.gov)) or faxed request to (402) 441-6513.
  - 1.3.1 These inquiries and/or responses shall be distributed to prospective Contractors electronically as an addenda.

**2. INTENT**

- 2.1 The City desires to provide an alternate scale location to be used by area refuse haulers for the purpose of weighing refuse hauling vehicles to determine the amount occupation tax to be paid to the City.
- 2.2 The intent is to have this scale close to the interstate highway systems.
  - 2.2.1 Scale shall be three (3) miles or less from I-80 and west of HWY 77 at the western limits of the City of Lincoln.
- 2.3 Scale shall have a capacity of 120,000 lbs.
- 2.4 Weighing events are estimated between 100 to 2,500 annually.
  - 2.4.1 There is no guarantee of minimum number of weighing events.

**3. CONTRACTOR SERVICES**

- 3.1 The Contractor, at its own cost and expense, shall provide and maintain a State of Nebraska approved scale suitable for weighing refuse vehicles.
- 3.2 The Contractor shall issue scale receipts to customers weighing their refuse vehicles, in a form acceptable to the City, for the purpose of determining the amount of occupation tax payable to the City.
- 3.3 The Contractor shall collect information from the vehicle driver including truck registration number, box registration number, date, driver's name and signature, and gross vehicle weight.
- 3.4 The Contractor shall provide a copy of each individual scale ticket to the City complete with all requested information on a weekly basis or other agreed upon schedule.
- 3.5 The Contractor agrees to provide vehicle weighing services during its regular business hours.
- 3.6 Contractor's hours of operation shall be 24 hours, 7 days a week, 365 days a year unless alternate schedule approved by the City.
  - 3.6.1 Most vehicle weighs are between the hours of 5:00 am and 5:00 pm, 7 days per week.

**4. CITY'S RESPONSIBILITIES**

- 4.1 The City shall designate a representative to assist the Contractor in coordinating the work specified in this agreement.
- 4.2 The City shall provide a customer and vehicle listing indicating which customers are approved to use the alternate scale.

- 4.2.1 Approved customers are customers having a charge account in good standing and having a current tare (empty) weight on file with the City for the vehicle being weighed.

**5. BILLING**

- 5.1 Contractor shall issue monthly billing statements to the City showing an itemized list of vehicles weighed.
- 5.2 Billing statement must include the following, at a minimum:
  - 5.2.1 Truck registration number
  - 5.2.2 Box registration number
  - 5.2.3 Date/Time weigh
  - 5.2.4 Company Name/Drivers Name
  - 5.2.5 Gross vehicle weight
  - 5.2.6 Receipt (ticket) number
- 5.3 Tickets shall be provided to the refuse vehicle driver at the time of weighing
- 5.4 Tickets shall be provided once a week to the City

**6. INDEPENDENT CONTRACTOR**

- 6.1 It is agreed that the Contractor is an independent Contractor and not an agent of the City in connection with the performance or services specified in this agreement.

**7. TERM**

- 7.1 The term of the contract will be a one year term with the option for three additional one year renewals.

**8. ASSIGNMENT**

- 8.1 Contractor agrees not to assign this contract to another party without the prior written consent of the City, which consent shall not be unreasonably withheld.

**9. GOVERNING LAW**

- 9.1 This Contract shall be subject to and interpreted in accordance with laws of the State of Nebraska.