

COPY

**SNOW REMOVAL AGREEMENT  
(RUBBER TIRED LOADER SERVICES)  
Specification 08-209**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between **LeRoy Hiskey Trucking Co., Inc., 6601 Marcia Lane, Lincoln, NE 68505**, hereinafter referred to a Contractor, and CITY OF LINCOLN, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City has full responsibility and control over all City streets and all matters pertaining thereto; and

WHEREAS, from time to time the City's resources are insufficient to accomplish snow removal in a timely manner, it is then necessary to acquire additional resources for the purpose of snow removal from City streets.

WHEREAS, it is the purpose of this Contract to provide for the Contractor to perform snow removal services for the City.

NOW, THEREFORE, WITNESSETH, that:

1. The Contractor hereby agrees to perform snow removal services as hereinafter set forth during the 2007-08 winter season, beginning on or about **November 15, 2008 and ending on or about March 15, 2009.**
2. The Contractor shall furnish rubber tired loader(s) with operator(s) for such purpose that meet or exceed the following specifications:
  - 2.1 **ENGINE:** minimum four cylinder diesel powered, 300 in. piston displacement minimum
  - 2.2 **HORSEPOWER:** 100 NET minimum.
  - 2.3 **BUCKET:** 2.5 cu.yd. capacity minimum
  - 2.4 **DRIVE:** Four (4) wheel minimum
  - 2.5 **STEERING:** Full power frame articulation
  - 2.6 **OPERATING WEIGHT:** 20,000 lb. minimum
  - 2.7 **CAB:** Fully enclosed with heater, defroster and windshield wipers
  - 2.8 **WORK LIGHTS:** Two (2) each front and rear minimum
3. Contractor shall provide general liability insurance with a combined single limit of \$1,000,000 and \$2,000,000 aggregate.
  - 3.1 Contractor shall name the City of Lincoln as additional insured as pertains to the performance of snow removal services.
  - 3.2 The policy shall insure the City from any and all demands, claims, causes of action, at law or in equity, resulting from the use of said equipment.
  - 3.3 The Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action, either at law or in equity arising out of performing snow removal services.
  - 3.4 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who performs any work under this Agreement.
  - 3.5 The Contractor shall provide the City with certification of such insurance subject to approval by the City Attorney.
4. Contractor shall be responsible for all fuel lubricants, repair and maintenance of the rubber tired loader.

5. 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.
  - 5.1 Contractor shall be responsible to provide qualified operator(s) for the tractor.
  - 5.2 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 operation of the Contractor's equipment for snow removal purposes.
  
6. Contractor shall respond for the purpose of loading snow from City streets in accordance with the City of Lincoln Ice and Snow Control Plan within a maximum of six (6) hours after being called by the City Director of Public Works or his designated representative.
  
7. Contractor shall notify the City of Lincoln of any mechanical failure to the rubber tired loader that prevents its use for snow removal.
  - 7.1 As soon as the mechanical failure is repaired, Contractor shall notify the City of Lincoln that the rubber tired loader is again available.
  - 7.2 No hourly rate of payment shall be made to the Contractor for his maintenance and repair during this "downtime" and the hourly rate will not resume until the equipment is back in use in the field.
  
8. The City will provide to the Contractor, assigned district(s) for snow removal including maps showing the district boundaries and the streets within the districts.
  
9. The City will pay to the Contractor the sum of **\$125.00 per hour** while Contractor is engaged in snow removal operations.
  - 9.1 The City will authorize the use of the equipment for each successive storm emergency, and any work not authorized by the Director of Public Works or his designated representative shall not be approved for payment.
  
10. Agreement may not be assigned by the Contractor without the written authorization of the City.
  
11. Time is of the essence of the performance of snow removal services, and this Agreement may be terminated at the City's option if the Contractor fails to timely perform such services.
  
12. Consideration will be given to both bucket capacity and cost per hour in bid evaluation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

CITY OF LINCOLN

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**CONTRACTOR**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Authorized Signature

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Tom Kopplin Asst. Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email		Contact	Tom Kopplin, Asstant Purchasing Agent	Contact
Phone	1 (402) 441-7414			Department
Fax	1 (402) 441-6513			Building
Bid Number	08-209	Department		Floor/Room
Title	Seasonal Requirements for Rubber Tired Loader Services for Snow Removal	Building		Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	07/16/2008	Telephone	1 (402) 441-7414	Email
Close Date	7/30/2008 12:00:00 PM CST	Fax	1 (402) 441-6513	
Need by Date		Email	tkopplin@lincoln.ne.gov	

## Supplier Information

Company LeRoy Hiskey Trucking Co., Inc.  
 Address 6601 Marcia Ln  
 Lincoln, NE 68505

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 402 (466) 5913  
 Fax 402 (466) 9731  
 Email  
 Submitted 7/29/2008 9:19:46 PM CST  
 Total \$125.00

Signature \_\_\_\_\_

## Supplier Notes

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## 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

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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 Agreement	I acknowledge reading and understanding the Sample Agreement.	Yes
5	Electronic Signature	Please check here for your electronic signature.	Yes
6	Contact	Name of person submitting this bid:	Randy Hiskey
7	Disaster Plan	DISASTER PLAN PARTICIPATION: The City, in the event of an emergency or disaster, may call on my firm to participate in a disaster relief/cleanup plan. I understand, if I agree to participate, my insurance certificate must be valid for a 12 month period of time and not be restricted to just snow removal duties.	Yes, I will participate.
8	Renewal Option	Renewal for one additional year is an option.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	HOUR	Loader 1 -- Cost per Hour	\$125.00

Item Notes: BIDDER'S NOTE: IF MORE THAN ONE LOADER IS TO BE USED FOR SNOW REMOVAL, ADDITIONAL LOADERS MUST BE ENTERED ON A NEW LINE. If you are submitting a price for more than 4 loaders, call Purchasing @ 402-441-7414 and additional lines will be entered.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Bucket Cu. Yd. Capacity	Bucket Capacity (per cu. yd.)	3.5
2	Make	Make	Cat
3	Model	Model	950
4	Year	Year of Vehicle	1973

2	1	HOUR	Loader 2 -- Cost per Hour
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Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Bucket Cu. Yd. Capacity	Bucket Capacity (per cu. yd.)	
2	Make	Make	
3	Model	Model	
4	Year	Year of Vehicle	

3	1	HOUR	Loader 3 -- Cost per Hour
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Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Bucket Cu. Yd. Capacity	Bucket Capacity (per cu. yd.)	
2	Make	Make	

---

3 Model Model

---

4 Year Year of Vehicle

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4 1 HOUR Loader 4 -- Cost per Hour

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Bucket Cu. Yd. Capacity	Bucket Capacity (per cu. yd.)	
2	Make	Make	
3	Model	Model	
4	Year	Year of Vehicle	

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Response Total: \$125.00

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