



Contract  
for  
Annual maintenance for Bike Stations

Starting: July 01, 2026 Ending:

City of Blair, Nebraska

City Contract Owner (hereafter, "Contract Owner")/Address:

City Contract Manager

Phone: 402-426-4191

E-Mail: [cheaton@blairne.gov](mailto:cheaton@blairne.gov)

## Contractor

Contractor: (hereafter "Contractor") Legal Name: ROAM Share d/b/a Heartland Bike Share

Contractor's Legal Address: 1144 N 11th Street Omaha, NE. 68102

Contractor's Phone Number: (402) 350-0421

Contractor's Email Address: benny@roamshare.org

## Contract Purpose

The purpose of this contract is for Heartland Bike Share to provide service for the City of Blair, Parks Department.

## Scope of Work

Heartland Bike Share will provide annual maintenance of 20 docks, at all two of the City of Blair Bike Stations.

Locations include:

- ???
- ???

This includes maintenance of all docking stations and bike repair and or replacement (as needed).

### OBLIGATIONS

1. The City shall identify and provide a site(s) for the Vendor to conduct their services and agrees to the following:

- Will provide a location that is mutually agreed upon.
- Provide battery management to include; charging and storage of charging equipment, regular inspection of battery level at docking station, and transportation of batteries to charging location.

## Foreign Adversary Contracting Prohibition Act

In accordance with the Foreign Adversary Contracting Prohibition Act, as found in Neb. Rev. Stat. §73901 to §73-907, a public entity shall require every company that submits a bid or proposal, or enters into any contract or contract renewal with any public entity for the provision of any technology-related product or service, to certify that the company is not a scrutinized company and will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a

scrutinized company. For purposes of this section “scrutinized company” means: (a) any company organized under the laws of a foreign adversary or having its principal place of business within a foreign adversary, and any subsidiary of any such company; (b) any company owned in whole or in part or operated by the government of a foreign adversary, an entity controlled by the government of a foreign adversary, or any subsidiary or parent of any such company; or (c) any company that sells to a public entity a final technology-related product or service that originates with a company described in (a) or (b) without incorporating that product or service into another final product or service. “Technology-related product or service” means a product or service used for information systems, surveillance, light detection and ranging, or communications.

## Contract Monitoring by City

### Monitoring

In the event the Contract Manager or designee determines, based upon the results of monitoring activities and other relevant data, that the Contractor has failed to comply with the terms and conditions of the

Contract, the City may, in City’s sole discretion, elect to engage in the Problem Reporting process set forth below. Nothing herein, including City’s decision not to engage in the Problem Reporting process, shall limit City’s ability to terminate this Contract or seek any remedies provided for herein related to breach or failure by Contractor to perform under this Contract.

### Problem Reporting

If a problem or concern is encountered or identified during a routine review by the City, the City may require one or more meetings with Contractor to discuss the outcome of the review and the problem or concern identified. During the review meetings, the parties will discuss the deliverables that have been provided or are in process under this Contract, achievement of the terms and conditions of the Contract, and any concerns identified through the City’s contract monitoring activities. After a problem has been identified, the Contractor shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

The City's acceptance of a problem resolution activity shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The City's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract;

# Contract Payment Clause

## Pricing

In accordance with the payment terms and conditions outlined herein, Contractor shall be compensated an amount not to exceed \$ 8,000.00 for successful completion of the Scope of Work set forth in this Contract.

No payment shall be made for work that is not completed or for materials that are not delivered to the work site.

## Payment Calculation

Payments shall be made based on the following schedule.

Payment for a total of \$8,000, total of the contract agreement will be paid to the servicer prior to services to be performed.

Unless otherwise agreed to by the parties in a written amendment signed by both parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract. Contractor shall indemnify and hold harmless City from any claims, causes of action, or damages brought by a third party, including sub-contractors, related to costs, expenses, or charges related to the goods and services to be provided by Contractor pursuant to the terms of this Contract.

## Contract Extension

Contract extension is at the sole discretion of the City and is not guaranteed. Extensions must be in writing and approved by the City of Papillion Contract Manager. Continued payment beyond the initial term of the Contract is contingent upon extension of the Contract.

## Submission of Invoices

Contractor shall submit invoice(s) according to the following terms. All invoice must be mailed to ??? attention Finance Department or submitted to [???](#)...

## Payment of Invoices

The City shall verify Contractor's performance of the Deliverables and timeliness of Invoices before making payment. The City will not pay Invoices that are not considered timely as defined in this Contract. The City shall pay all approved Invoices in arrears and within thirty (30) days of approval. In the event City is unable to approve an invoice within (30) days of submission, City shall advise Contractor of the reason why the invoice is unable to be approved, including any additional information that may be necessary from Contractor. Contractor's failure to provide the required information within (30) days shall void the Invoice and shall constitute a waiver of any claim to payment.

# Insurance

## General

Contractor shall purchase and maintain insurance to protect the Contractor and the City throughout the duration of the Contract. All certificates of insurance shall be written by companies which hold an A.M. Best A-VIII rating or higher and are authorized to do business in the state of Nebraska. The selected companies must be satisfactory to the City.

Each certificate of insurance shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. All certificates of insurance shall be delivered to the City prior to start of work.

## Required Coverage

The Contractor shall purchase and maintain insurance which will protect the Contractor from the following type of claims; and which shall name City as an additional insured. A.

For all contracts:

1. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including any claims under workers' compensation, disability benefit, or other similar employee benefit acts;
2. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
3. Claims for damages because of bodily injury or death of any person or property damage arising out of the Contractor's ownership, maintenance, or use of any motor vehicle;
4. Protection shall be provided whether the claim results from operations of the Contractor, his subcontractors, employees of any of them, or anyone for whose acts any of them may be liable.

B. For contracts related to the purchase of goods:

1. Claims for property damage or personal injury or death to any product created, manufactured, distributed, sold or otherwise provided by the Contractor;

C. For contracts related to services:

1. Claims for damages, insured by usual personal injury liability coverage, which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

2. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; D. For contracts related to purchase of professional services:
  1. Claims arising out of the Contractor and any sub-contractor's professional services provided as part of the Contract;

## Limits of Liability

Policies for the insurance required above shall be written for the limits of liability specified as follows:

- A. General Liability (including contractual, independent contractors, broad form property damage, personal injury underground explosion and collapse hazards):
  1. Listing Owner as Additional Insured on a primary and non-contributory basis.
  2. \$1,000,000 Each Occurrence
  3. \$2,000,000 Aggregate
- B. Automobile Liability (including all owned, non-owned, and hired automobiles): \$1,000,000 Combined Single Limit.
- C. Workers' Compensation Coverage B — Statutory Benefits: \$100,000/\$500,000/\$100,000.
- D. Umbrella Liability (applying directly in excess of above liability coverages): \$1,000,000 Aggregate; \$1,000,000 Combined Single Limit.
- E. Professional Liability: \$2,000,000 each claim and in the annual aggregate.

## Contractor's Liability Insurance

The Contractor's shall maintain insurance to cover all loss or damage to any tools, machinery, equipment, or motor vehicles, used for the manufacture, delivery or installation of goods on behalf of City, by the Contractor's, subcontractors, material men or employees of any of them. City shall have no liability for any such loss or damage.

## Proof of Insurance

The Contractor's shall provide to City a Certificate(s) of Insurance evidencing all required insurance coverage above utilizing the latest version of the ACORD form.

## Waiver of Subrogation

Waiver of subrogation by Contractor's carriers is required.

## Indemnity Provisions

- A. To the extent permitted by applicable law, Contractor agrees to indemnify and hold harmless City, its officers, agents and employees for all claims, causes of action, or damage, including any expenses or liabilities that may arise therefrom for the death, damage or injury to any third party or their property or damage to City property, to the extent caused by the fault, action, non-action, omission or negligence of Contractor, its employees or contractors arising out of Contractor's performance under this Contract; but Contractor shall not be liable for any injury, damage or loss caused by the gross negligence or willful misconduct of the City or its officers, agents and employees. Contractor shall give prompt and reasonable notice to City of any claim, suit or action made which in any way, directly or indirectly, affects or may affect City. It is the intention of the parties that the City shall not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by Contractor, its officers, employees, subcontractors, and others affiliated with Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work performed by, or the negligent acts, errors, or omissions of Contractor.
- B. Contractor will assume full responsibility for any and all damage or injuries which may result to any person or property by reason of Contractor's negligent acts, errors, or omissions in connection with the work and/or services provided by Contractor to the City pursuant to this contract, and agrees to pay the City for all damages caused to the City premises resulting from the negligent acts, errors, or omissions of Contractor.
- C. Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and Contractor will observe, and cause its officers, employees, subcontractors, sub-consultants, and others affiliated with Contractor to observe all applicable safety rules.
- D. For purposes of this paragraph, the term "Contractor" means and includes the Contractor, its officers, agents, employees, subcontractors, and others affiliated with Contractor, and the term "City" means and includes the City, its appointed elected officials, agents, employees and others working on behalf of the City.

## No Employment Relationship

It is understood and agreed that neither Contractor nor any employee or contractor hired by Contractor is an employee, agent or representative of City. Contractor shall have sole responsibility for providing adequate staffing, including the hiring and firing of employees or contractors. Contractor shall be responsible for all wages, benefits, tax withholding, workers compensation, unemployment insurance and verification or reporting requirements for any employee or contractor

assigned by Contractor to perform any work pursuant to this Contract. Neither Contractor nor Contractor's employees or contractors shall be entitled to any wages or benefits payable to employees of the City. Contractor shall abide by all local, state and federal laws and regulations regarding employer obligations, including but not limited to Equal Employment Laws, Fair Labor Standards Act, and the Nebraska Wage Payment Act, for any employee or contractor assigned to work pursuant to this Contract, and shall indemnify and hold City harmless from all claims, causes of action or damages related to a violation of any employment law or regulation. Nothing herein shall prohibit or prevent City from removing or banning any individual, including an employee or contractor of Contractor, from City property for the violation of any rule or regulation established by City, or related to the violation of any local, state or federal law.

## Work Eligibility Status

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing service within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us) 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

## Anti-discrimination

Contractor shall not, in the performance of this Contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, age, or disability as recognized under 42 USCS 12101 et seq. Contractor agrees to indemnify and hold City harmless from all claims, causes of action or damages related to a violation of any non-discrimination law.

## Termination

### Termination

City may terminate the Contract if Contractor fails or refuses to cure within seven (7) days of receiving written notice, one or more of the following breaches:

- A. Contractor's failure to perform all of its obligations under this Contract to the City's satisfaction.
- B. Contractor's failure to maintain any required permits or licenses necessary for the performance of any services required under this Contract.
- C. Notice of any claim, suit or action related to the fault, action, non-action, omission or negligence of Contractor, its employees or contractors arising out of Contractor's performance under this Contract.
- D. The failure by Contractor, its employees or contractors to abide by any applicable local, state or federal statute or regulation in the performance of this Contract.
- E. The Contractor shall be entitled to just and equitable payment for any goods or services provided to the City prior to the time of termination.

City may declare this Contract immediate terminated in the event that Contractor becomes insolvent, is unable to pay its debts as they become due, or files a petition in bankruptcy or any other action to commence a proceeding for the appointment of a receiver, trustee, liquidator or conservator for the whole or any substantial part of this property.

Non-appropriation. If sufficient funds are not appropriated by the City for Contract Payments due in any Fiscal Year, an Event of Non-appropriation shall be deemed to have occurred. The City Representative shall deliver notice thereof to the Contractor promptly, but not later than thirty (30) days after the occurrence of an Event of Non-appropriation.

## Termination

End automatically on ???

## Applicable Laws

Parties to this Contract shall conform with all existing and applicable City ordinances, resolutions, state laws, federal laws, and existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Contract.

## Choice of Law and Forum Selection

The parties agree that Nebraska law shall govern the terms and performance under this Contract. The parties further hereby agree that any legal proceeding with respect to or arising under this Contract shall only be brought in federal, state or county courts located in Sarpy County, Nebraska, and further agree to personal jurisdiction in any such court.

## Severability

In the event any portion of this Contract may be held invalid, void, or illegal for any reason by a court of competent jurisdiction, any such holding shall not affect, impair, or invalidate any other provisions of this Contract, but such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of the Contract.

## Entire Agreement

This Contract includes the entire agreement between the parties, and nothing can be added, deleted or modified unless it is written and signed by each party. ..

## No Conflict of Interest

There is no conflict of interest, and each party has the legal authority to enter into this Contract and to perform all obligations and responsibilities contained herein.

## Binding upon Successors

This Contract is binding upon the successors and assigns of the Parties.

Signature page to follow

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_

CONTRACTOR

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_

CITY OF Blair, A Municipal Corporation

By \_\_\_\_\_

City Administrator