

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN/LANCASTER COUNTY
ANNUAL SUPPLY OF TRAFFIC CHANNELIZING & BARRICADE DEVICES
BID NO. 11-232
FINAL RENEWAL**

RECEIVED

OCT 22 2014

LANCASTER COUNTY
CLERK

This Amendment is hereby entered into by and between All Road Barricades, Inc., PO Box 29196, Lincoln, NE 68529 (hereinafter "Contractor") and Lancaster County and The City of Lincoln (hereinafter "Owners"), for the purpose of renewing the Contract C-11-0588, dated October 18, 2011, and E.O. 084552, dated November 8, 2011, (the "Contract"), for The Annual Supply of Traffic Channelizing & Barricade Devices, Bid No. 11-232, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is a one (1) year term beginning November 8, 2011 through November 7, 2012, with the option to renew for a three (3) additional one (1) year term; and

WHEREAS, the Agreement was amended by the City E.O. 85550 on November 15, 2012, and by the County Contract C-12-0608, executed by the County Board on October 23, 2012, to renew the agreement for an additional one (1) year period from November 8, 2012 through November 7, 2013; and

WHEREAS, the Agreement was amended by the City D.O. 10145 on October 18, 2013, and by the County Contract C-11-0532, executed by the County Board on October 24, 2013, to renew the agreement for an additional one (1) year period from November 8, 2013 through November 7, 2014; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning November 8, 2014 through November 7, 2015 and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$1,000.00 per year without approval by the Lancaster County Board.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$13,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-11-0588 and E.O. 084552, and stated herein the parties agree as follows:

1. The parties wish to renew the Contract for an additional one (1) year term beginning November 8, 2014 through November 7, 2015.
2. The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$1,000.00 per year without approval by the Lancaster County Board.
3. The estimated expenditures for City Departments for the term of this renewal shall not exceed \$13,000.00 without prior approval by the City of Lincoln.
4. All other terms of the Contract, 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.

The Board of County Commissioners of
Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 28 day of October, 2014

Executed this 20th day of October, 2014

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
 Public Works & Utilities Director

[Signature]
 Lancaster County Attorney

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

Company Name: (Please Print)	All Road Barricades, Inc.
By: (Please Print)	Peggy Shalla, President
By: (Please Sign)	<u>[Signature]</u>
Title: (Please Print)	
Company Address: (Please Print)	P. O. Box 29196, Lincoln NE
Company Phone & Fax: (Please Print)	Phone: 402-467-2553 Fax: 402-467-1982
E-Mail Address: (Please Print)	Peggy@allroadsinc.com
Date: (Please Print)	OCT. 3, 2014
Contact Person for: "Orders or Service" (Please Print)	Sean Stanley
Phone Number:	402-467-2553

10145
C-11-0532
OCT 24 2013

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN/LANCASTER COUNTY
ANNUAL SUPPLY OF TRAFFIC CHANNELIZING & BARRICADE DEVICES
BID NO. 11-232
SECOND RENEWAL**

This Amendment is hereby entered into on this 18th day of Oct., 2013, by and between All Road Barricades, Inc., PO Box 29196, Lincoln, NE 68529 (hereinafter "Contractor") and Lancaster County and The City of Lincoln (hereinafter "Owners"), for the purpose of renewing the Contract C-11-0588, dated October 18, 2011, and E.O. 084552, dated November 8, 2011, (the "Contract"), for The Annual Supply of Traffic Channelizing & Barricade Devices, Bid No. 11-232, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is a one (1) year term beginning November 8, 2011 through November 7, 2012, with the option to renew for a three (3) additional one (1) year term; and

WHEREAS, the Agreement was amended by the City E.O. 85550 on November 15, 2012, and by the County Contract C-12-0608, executed by the County Board on October 23, 2012, to renew the agreement for an additional one (1) year period from November 8, 2012 through November 7, 2013; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning November 8, 2013 through November 7, 2014 and

WHEREAS, the estimated expenditures for *Lancaster County Departments* for the term of this renewal shall not exceed \$2,000.00 per year without approval by the Lancaster County Board.

WHEREAS, the estimated expenditures for *City Departments* for the term of this renewal shall not exceed \$17,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-11-0588 and E.O. 084552, and stated herein the parties agree as follows:

1. The Contract shall be renewed for an additional one (1) year term beginning November 8, 2013 through November 7, 2014.
2. The estimated expenditures for *Lancaster County Departments* for the term of this renewal shall not exceed \$2,000.00 per year without approval by the Lancaster County Board.
3. The estimated expenditures for *City Departments* for the term of this renewal shall not exceed \$17,000.00 without prior approval by the City of Lincoln.
4. All other terms of the Contract, 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.

The Board of County Commissioners of
Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 29 day of October, 2013

Executed this 18th day of Oct., 2013

[Signature]
[Signature]
[Signature]
[Signature]

Niki Enright
Public Works & Utilities Director

[Signature]
Lancaster County Attorney

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

Company Name:	All Road Barricades, Inc.
By: (Name & Title)	(Please Print) Peggy Shalla, President
By: (Name & Title)	(Please Sign) <u>[Signature]</u>
Company Address:	5700 Ballard, Lincoln, NE 68507
Company Phone & Fax:	402-467-2553 and Fax 402-467-1982
Date:	Dated this <u>3</u> day of <u>Oct.</u> , 2013

**Amendment to Agreement for
Annual Supply of Traffic Channelizing & Barricade Devices
Bid No. 11-232 (1st Renewal) with a Price Increase**

RECEIVED
C-12-0608
OCT 18 2012

LANCASTER COUNTY
All Road

This Amendment is hereby entered into on this _____ day of _____, 2012, by and between All Road Barricades, Inc., PO Box 29196, Lincoln, NE 68529 (hereinafter "Contractor") and Lancaster County and The City of Lincoln (hereinafter "Owners"), for the purpose of renewing the Contract C-11-0588, dated October 18, 2011, and E.O. 84552, dated November 8, 2011, (the "Contract"), for The Annual Supply of Traffic Channelizing & Barricade Devices, Bid No. 11-232, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is November 8, 2011 thru November 7, 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 renew the first (1st) renewal of three (3) renewals to the agreement for an additional one (1) year term beginning November 8, 2012 thru November 7, 2013; 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 contained in the Contract, under City Executive Order No. 84552, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning November 8, 2012 thru November 7, 2013.
- 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 Contract, 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.

The Board of County Commissioners of
Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 23 day of October, 2012

Jay W. James
Beane/Heen
John Smith
Larry Williams
Scott Dwyer

Executed this 15th day of Nov., 2012

Chris Beutler
Chris Beutler, Mayor

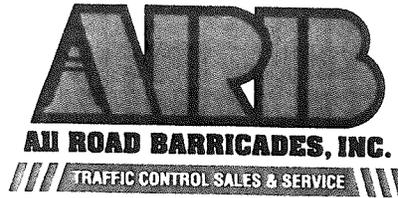
Richard L. Larson
for Lancaster County Attorney

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

Dated 10-12-12

Company Name: (PLEASE PRINT)	All Road Barricades, Inc.
By: (PLEASE PRINT)	Peggy Shalla
By: (PLEASE SIGN)	<u>Peggy Shalla</u>
Title:	President
Company Address: (PLEASE PRINT)	P. O. Box 29196, Lincoln, NE 68529
Company Phone & Fax: (PLEASE PRINT)	Phone: 402-467-2553 Fax: 402-467-1982
E-Mail Address: (PLEASE PRINT)	Peggy@allroadsinc.com

5700 Ballard Avenue
PO Box 29196
Lincoln, NE 68529-9196



ATTACHMENT A
Phone: (402) 467-2553
Fax: (402) 467-1982
Web: www.allroadsinc.com

September 27, 2012

City of Lincoln/ Purchasing Department
440 South 8th, Suite 200
Lincoln, NE 68508

Attn: Shelly Hinze

RE: Annual Requirements for Traffic Channelizing & Barricade Devices
Bid No. 11-232

Dear Shelly:

Due to the rapid increases in pricing from our suppliers, we would like to request an increase in Item 1 and 3 of the above contract:

Item 1. Two Piece Plastic 36" Channelizing drum with rubber base	\$90.00 each
Item 4. Type A Flashing LED Barricade Warning Light	\$19.50 each

The name of the manufacturer of the LED Barricade Warning light has changed from C & C Signal to Checkers. The product we would be furnishing remains the same.

The pricing for Item 7: Two Piece 42" Plastic Grabber Cone w/handle & Detachable 16 Pound Rubber Base will increase to \$54.50 each. The Manufacturer will be Lakeside Plastics and the Part Number 4299-LP-16. This increase in pricing is due to a change in your requirements for sheeting on the cone. If a 30 pound base is required, add \$10.00 per each. No in-mold lettering of the City agency is available but the imprint per cone would be \$1.50 per each.

Number 5.3.1 of your specifications should be changed to read similar to this:

Reflectorization of the 42" Plastic Grabber Cone will be alternating 6" Fluorescent Diamond Grade Orange and 6" HIP White stripes – two of each color. Any non-reflective spaces between adjacent stripes shall not exceed 3".

The pricing for the other items on our contract would remain the same for another year.

I am returning the Amendment to Agreement that I received September 14, 2012. I will be glad to sign this Amendment when I receive a response with the incorporation of the price adjustments that are requested in this letter.

Please let me know what the City of Lincoln would like to do.

Sincerely,

A handwritten signature in cursive script that reads "Peggy Shalla". The signature is written in black ink and is positioned above the printed name.

Peggy Shalla, President
All Road Barricades, Inc.

C-11-0588

84552

RECEIVED

OCT 12 2011

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**ANNUAL SUPPLY
OF
TRAFFIC CHANNELIZING & BARRICADE DEVICES
BID NO. 11-232**

**All Road Barricades, Inc.
PO Box 29196
Lincoln, NE 68529
402.467.2553**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2011, by and between **All Road Barricades, Inc., PO Box 29196, Lincoln, NE 68529**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner 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 **Annual Supply of Traffic Channelizing & Barricade Decives, Bid No. 11-232**
and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, 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 Owners have 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 Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The Owners agree 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 Owners:

Owners 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. Owners 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 Owners 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 Owners 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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.
8. Contract Term. This Contract shall be effective upon execution by all 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.

9. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Accepted Proposal/Response
 3. Contract Agreement
 4. Specifications
 5. Special Provisions
 6. Addendum #1

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.

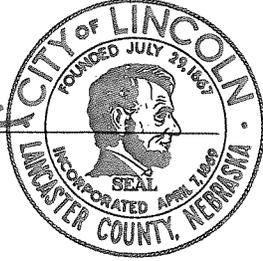
The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jan E Ross
City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor Chris Brown

Approved by Executive No. 84552

dated 11-8-11

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

- for Bullany Schron
Lancaster County Attorney

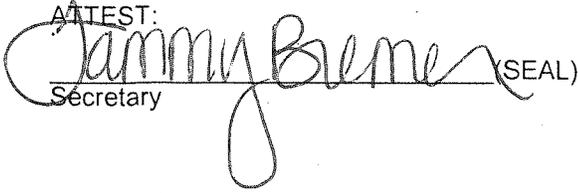
The Board of County Commissioners of
Lancaster, Nebraska

Jane Young
Deborah Schorr
Darryl Rudkins
Bob Krueger
Heier Absent

dated 10/18/11

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:
 (SEAL)
Secretary

All Road Barricades, Inc.
Name of Corporation

5700 Ballard, Lincoln, NE
(Address)

By: 
Duly Authorized Official

Peggy Shalla, President
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

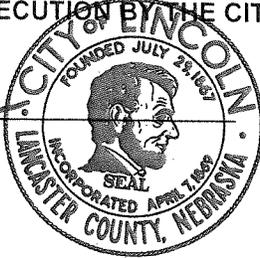
IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Jan E. Rose



CITY OF LINCOLN, NEBRASKA

Mayor

[Signature]

Approved by:

84550

Executive Order No.

Dated

11-8-11

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

K2 REAL ESTATE DEVELOPMENT
LLC

7701 CORNHUSKER HWY LINCOLN, NE 68507

[Signature]

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Anna Farlow	Address	Purchasing\City & County	Address
Email	afarlow@lincoln.ne.gov		440 S. 8th St.	AL
Phone			Lincoln, NE 68508	Contact
Fax		Contact	Sharon Mulder Asst. Purchasing Agent	Department
Bid Number	11-232 Addendum 1	Department		Building
Title	Annual Supply of Traffic Channelizing & Barricade Devices	Building		Floor/Room
Bid Type	Bid	Floor/Room		Telephone
Issue Date	09/16/2011	Telephone	(402) 441-7428	Fax
Close Date	9/30/2011 12:00:00 PM CST	Fax	(402) 441-6513	Email
Need by Date		Email	smulder@lincoln.ne.gov	

Supplier Information

Company ALL ROAD BARRICADES, INC.
 Address P. O. BOX 29196
 LINCOLN, NE 68529

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 467-2553
 Fax 1 (402) 467-1982
 Email
 Submitted 9/29/2011 4:23:36 PM CST
 Total \$29,616.80

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 Activities

Bid Messages

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Contact	Name of person submitting this bid:	Peggy Shalla
4	Term	I understand that if awarded this bid, an Annual Supply Contract will be issued for the supply of these bid items upon execution of contract with the option for three (3) additional mutually agreeable one (1) year terms.	Yes
5	Delivery	I acknowledge understanding that delivery will be F.O.B. destination to Departments located through-out the City of Lincoln.	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Special Provisions for Commodity Term Contracts	I acknowledge reading and understanding the Special Provisions for Commodity Term Contracts.	Yes
8	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	prices firm for one year from contract execution.
9	Electronic Signature	Please check here for your electronic signature.	Yes
10	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	100	EA	Two-piece plastic 36" traffic channelizing drum w/rubber base, LDPE - 46" FHI-40#.	\$86.25

Manufacturer: TraFix Devices Manufacturer #: 18000

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	State the Manufacturer.	Lakeside Plastics
2	Part Number	State the Part Number.	4604-40

2	10	EA	8 Ft. Type III Breakaway Barricade	\$256.00
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Item Notes:

Supplier Notes: manufactured by All Road Barricades using angle iron legs, metal "T" stands, and Pexco-Tacoma 8' boards.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	State the Manufacturer.	ARBI
2	Part Number	State the Part Number.	Type III Barricade

3	36	EA	8 Ft. Plastic Replacement Barricade Rail	\$46.00
---	----	----	--	---------

Item Notes:

Supplier Notes: full part number is T3B PNL 08' HIP O/W 2-way L/R

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	State the Manufacturer.	Pexco-Tacoma
2	Part Number	State the Part Number.	SEE SUPPLIER NOTES

4	150	EA	Type "A" Flashing LED Barricade Warning Light	\$16.60
---	-----	----	---	---------

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	State the Manufacturer.	C&C Signal

2 Part Number State the Part Number. BL6V.3WCLA

6 50 EA Two-Piece 28" Plastic Traffic Grabber Cone w/Handle & Detachable Rubber Base \$34.50

Manufacturer: TraFix Devices Manufacturer #: 42000

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	State the Manufacturer.	Trafix

2 Part Number State the Part Number. 28164-CRU 10 HIP

7 100 EA Two-Piece 42" Plastic Traffic Grabber Cone w/Handle & Detachable Rubber Base \$40.00

Manufacturer: TraFix Devices Manufacturer #: 42000

Item Notes:

Supplier Notes: pricing includes 16# base, optional 30# base add \$9.00 part# 42164-CRU-30-HIP

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	State the Manufacturer.	TraFix

2 Part Number State the Part Number. 42164-CRU-16-HIP

8 50 EA 2 Ft. Type II Breakaway Barricade \$69.00

Manufacturer: TraFix Devices

Item Notes:

Supplier Notes: higher price due to request for High Intensity Sheeting. Engineer grade sheeting available at \$54.00 each

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	State the Manufacturer.	TraFix

2 Part Number State the Part Number. 35408FHIP-14

9 30 EA 3 Ft. Type II Breakaway Barricade No Bid

Manufacturer: TraFix Devices

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	State the Manufacturer.	
2	Part Number	State the Part Number.	

10 100 EA Traffic Cone, 18", Orange Heavy Duty, 1-piece, PVC Vinyl \$13.25

Item Notes:

Supplier Notes: furnished with only 1 collar

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	State the Manufacturer.	Lakeside Plastics
2	Part Number	State the Part Number.	1850-5-M

11 50 EA Traffic Cone, 21", Orange Heavy Duty, 1-piece, PVC Vinyl No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	State the Manufacturer.	
2	Part Number	State the Part Number.	

12 50 EA Traffic Cone, 28", Orange Heavy Duty, 1-piece, PVC Vinyl \$19.20

Item Notes:

Supplier Notes: 10# trimline - 2 collars

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	State the Manufacturer.	Lakeside Plastics
2	Part Number	State the Part Number.	2825-10-MM

13 20 EA 8 Ft. Type II Breakaway ADA Compliant Barricade \$141.00

Item Notes:

Supplier Notes: 8' panel part number TB3 PNL 08' HIP O/W 2-way L/R

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	State the Manufacturer.	Pexco-Tacoma
2	Part Number	State the Part Number.	80BARELG14

14 1 EA Cost per Drum to apply a City Agency Identification mark via in-mold lettering. (hot stamping) on a 36" Traffic Channelizing Drum. \$1.50

Item Notes:

Supplier Notes: imprint

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	State the Manufacturer.	Lakeside Plastic
2	Part Number	State the Part Number.	imprint

15 1 EA Cost per barricade to apply a City Agency Identification mark via in-mold lettering. (hot stamping) on a 8' Plastic Barricade Rail. No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	State the Manufacturer.	
2	Part Number	State the Part Number.	

16 1 EA Cost per cone to apply a City Agency Identification mark via in-mold lettering. (hot stamping) on a Traffic Cone. \$0.50

Item Notes:

Supplier Notes: imprint on commodity #10 & #12

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	State the Manufacturer.	Lakeside Plastics
2	Part Number	State the Part Number.	imprint

17 1 EA Cost per light to apply a City Agency Identification mark via in-mold lettering. (hot stamping) on Barricade Warning Light. No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	State the Manufacturer.	
2	Part Number	State the Part Number.	

18 1 EA Cost per cone to apply a City Agency Identification mark via in-mold lettering. (hot stamping) on a Trafix Grabber Cone. \$1.90

Item Notes:

Supplier Notes: stencil only

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	State the Manufacturer.	TraFFix Devices
2	Part Number	State the Part Number.	stencil

19 1 EA Cost per barricade to apply a City Agency Identification mark via in-mold lettering. (hot stamping) on a Type II Plastic Barricade Rail. \$1.90

Item Notes:

Supplier Notes: stencil only on High Intensity. No pricing for Engineer Grade.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	State the Manufacturer.	TraFFix
2	Part Number	State the Part Number.	stencil

Response Total: \$29,616.80

**SPECIFICATIONS
FOR
TRAFFIC CHANNELIZING AND BARRICADE DEVICES
BID NO. 11-232**

1. SCOPE OF SERVICES

- 1.1 It is the intent of this specification to describe the requirements for the traffic channelizing and barricade devices for the City of Lincoln and Lancaster County.
- 1.2 Bidders may only respond to this invitation via the City/County e-Bid system.
 - 1.2.1 Vendors may register by accessing the City of Lincoln website at:
www.lincoln.ne.gov Key word: Bid
- 1.3 All inquiries regarding these specifications shall be directed via e-mail to Sharon Mulder, Assistant Purchasing Agent, (smulder@lincoln.ne.gov)
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders as an electronic addendum.
 - 1.3.2 The City shall only reply to written inquiries received within five (5) calendar days of bid opening.

2. 36" PLASTIC DRUM WITH RUBBER BASE

- 2.1 Model
 - 2.1.1 Two-piece breakaway, closed-top design, consisting of reshape able upper drum body and detachable base.
 - 2.1.2 Drum shall meet current MUTCD Federal requirements and crash-worthy requirements of NCHRP-350.
- 2.2 Drum Body
 - 2.2.1 Material
 - 2.2.1.1 Impact-resistant low density polyethylene.
 - 2.2.1.2 Ultra violet and color stabilized.
 - 2.2.1.3 0.3 Melt Index.
 - 2.2.1.4 Low Impact Brittleness: greater than -50 c.
 - 2.2.1.5 Material shall be capable of being reshaped to original form after vehicle impact.
 - 2.2.1.6 Color: Orange.
 - 2.2.2 Heavy duty drag handle with two mounting holes for barricade lights on top of drum.
 - 2.2.3 "D" shaped drum bottom to minimize rolling after impact.
 - 2.2.4 Dimensions
 - 2.2.4.1 42" overall height including drag handle.
 - 2.2.4.2 36" drum height.
 - 2.2.4.3 18" minimum diameter, regardless of orientation.
 - 2.2.4.4 Tapered design to facilitate stacking.
 - 2.2.5 Reflectorization
 - 2.2.5.1 3M flexible high intensity grade material.
 - 2.2.5.2 4 reflective 6" wide horizontal stripes, alternating orange/white/orange/white, top to bottom.
 - 2.2.5.3 Non-reflective spaces between reflective stripes shall not exceed 3" width.

- 2.3 Base
 - 2.3.1 Material: 100% recycled rubber, one-piece, vulcanized.
 - 2.3.2 Weight: 38 lb., \pm 2 lb.

3. TYPE III TRAFFIC BARRICADE

- 3.1 Model
 - 3.1.1 Type III traffic barricade with break-away base design.
 - 3.1.2 Barricade shall meet all Federal requirements and crash-worthy requirements of NCHRP-350.
- 3.2 Rails - Three (3) Per Barricade.
 - 3.2.1 8' long x 8" - 12" wide high impact plastic rail.
 - 3.2.2 Extruded high density polyethylene material.
 - 3.2.2.1 0.956 density
 - 3.2.2.2 28 melt index
 - 3.2.2.3 Ultra violet and color stabilized.
 - 3.2.2.4 White pigmented.
 - 3.2.3 Reflectorization
 - 3.2.3.1 3M flexible high intensity grade material.
 - 3.2.3.2 8" wide reflective sheeting both sides of rail; 6" wide alternating orange and white stripes, sloping at 45 degree downward angle. Right-hand stripes one side, lefthand stripes opposite side.
- 3.3 Break-away Frame
 - 3.3.1 Two (2) barricade base stands constructed of galvanized steel tubing, 1-3/4" sq. x 5' long.
 - 3.3.2 Two (2) tube receivers constructed of galvanized steel tubing, 1-3/4" sq. x 7" long,
 - 3.3.3 Two (2) barricade uprights constructed of galvanized steel tubing, 1 1/2" sq. x 62" long, or 1-1/2" x 1-1/2" x 3/16" x 63" steel angle iron.

4. TYPE "A" FLASHING LED BARRICADE WARNING LIGHT

- 4.1 LED Light bulbs
- 4.2 Warning light must meet the Federal MUTCD for Type "A" 12VDC blinking barricade warning lights.
- 4.3 Lens
 - 4.3.1 7" minimum diameter.
 - 4.3.2 Amber colored lens.
- 4.4 Lens assembly designed to rotate 360 degrees independent from the electronic circuitry assembly and its housing.
- 4.5 Housing
 - 4.5.1 Injection-molded, high density polyethylene.
 - 4.5.2 Pigmented yellow.
 - 4.5.3 Ultra violet and color stabilized.
- 4.6 Electronic circuitry
 - 4.6.1 All solid state.
 - 4.6.2 Enclosed for protection against moisture and shock damage.
 - 4.6.3 "D" Cell or 6 volt or 12 volt system.
 - 4.6.4 Photo cell equipped Solar switch.

- 4.6.5 Snap-out assembly for bulb replacement.
- 4.7 65 ± FPM.
- 4.8 On-time: minimum of 10% of flash cycle.
- 4.9 Operating temperature range: -40 degrees F to +175 degrees F.
- 4.10 Mounting Bolt
 - 4.10.1 3.5" x 0.5" diameter.
 - 4.10.2 Tamper-proof, slab head configuration.
 - 4.10.3 Furnished complete with theft cup.
- 4.11 When ordered in case quantities, lights shall be furnished complete with the following accessories, as customarily provided by manufacturer:
 - 4.11.1 Switch pins
 - 4.11.2 Bolts
 - 4.11.3 Wrench

5. CONE WITH HANDLE AND DETACHABLE BASE

- 5.1 Design
 - 5.1.1 2-piece breakaway design, consisting of upper cone stem with handle and detachable base.
 - 5.1.2 Cone shall meet current MUTCD Federal standards.
- 5.2 Upper Cone Stem and Handle
 - 5.2.1 Material - impact-resistant low density polyethylene of same specifications as Section 1.2.1 above.
 - 5.2.2 Color - Highway Orange
 - 5.2.3 Grabber Handle :
 - 5.2.3.1 Integrally molded as part of stem.
 - 5.2.3.2 3 inch O.D., door knob shape, designed to accommodate ease of handling when approached from any angle.
 - 5.2.3.3 Handle set on top of 1 ½ inch dia. X 2 inch tall stem extending above cone body.
 - 5.2.4 Weights and Dimensions:

	<u>28 Inch Cone</u>	<u>42 Inch Cone</u>
5.2.4.1 Weight	1.7 lb.	2.2 lb.
5.2.4.2 Conical Height	28 Inch	42 Inch
5.2.4.3 Overall Height (w/handle)	32.5 Inch	47.5 Inch
5.2.4.4 Lower Conical Width	7.5 Inch	7.5 Inch
5.2.4.5 Upper Conical Width	4 Inch	4 Inch
- 5.3 Reflectorization
 - 5.3.1 3M flexible hi-intensity grade material, orange and white alternating 6" reflective sheeting meeting current MUTCD standards for cone height.
 - 5.3.2 28 cone shall have One (1) 6" band, 3"- 4" below top of cone, and one (1) 4" reflective band, 2" below top band. applied in conformance with Federal Standards for "Cones used at Night."
- 5.4 Base
 - 5.4.1 Constructed of 100% recycled rubber.
 - 5.4.2 Weight
 - 5.4.2.1 28 inch cone - 10 lb.
 - 5.4.2.2 42 inch cone - 16 lb.
 - 5.4.2.3 42 inch cone - 30 lb. (Optional)
 - 5.4.3 Color: Black

6. TYPE II BARRICADE

- 6.1 Model
 - 6.1.1 Type II Barricade with plastic top and bottom panels. 24" Or 36" Wide
 - 6.1.2 Barricade shall meet all Federal requirements and crash-worthy requirements of NCHRP-350
- 6.2 Panels
 - 6.2.1 8" x 24" top panel or 8" x 36" top panel
 - 6.2.1.1 Uprights are 14 gauge steel galvanized or painted white.
 - 6.2.2 8" x 24" bottom panel or 8" x 36" bottom panel
 - 6.2.3 Panels have reinforced ribs
- 6.3 Reflective Sheeting
 - 3.3.1 3M flexible high intensity grade material.
 - 3.3.2 Alternating orange and white 6" wide retro-reflective stripes with a downward slope of 45 degree angle.

7. ONE PIECE TRAFFIC CONES

- 7.1 Model
 - 7.1.1 One Piece traffic cones various heights. 18" , 21" or 28"
 - 7.1.2 Orange, Non fading PVC material shall meet all Federal requirements and crash-worthy requirements of NCHRP-350
- 7.2 Body
 - 7.2.1 Weather proof weighted base.
- 6.3 Reflective Sheeting
 - 3.3.1 3M flexible high intensity grade material.
 - 3.3.2 Minimum of one 6" and one 4" wide white collar attached, separate by a 2" gap.
 - 3.3.3 Striping shall meet MUTCD standards for Night and/or freeway Highspeed Roadway, 45mph or greater

8. TYPE II BARRICADE ADA COMPLIANT

- 6.1 Model
 - 6.1.1 Type II Barricade with plastic top and bottom panels.
 - 6.1.2 Barricade shall meet all Federal requirements and crash-worthy requirements of NCHRP-350 and meet 2009 MUTCD Standards for pedestrians with visual disabilities and 4.4.1 of ADAAG regulations.
- 6.2 Panels
 - 6.2.1 8" x 8' bottom panel mounted 2" above ground surface
 - 6.2.1.1 Rigid injection molded legs with holes for attachment of lights .
 - 6.2.2 8" x 8' Top panel mounted no more than 38" above ground surface.
 - 6.2.3 Panels have reinforced ribs
- 6.3 Reflective Sheeting
 - 3.3.1 3M flexible high intensity grade material.
 - 3.3.2 Alternating orange and white 6" wide retro-reflective stripes with a downward slope of 45 degree angle

Addendum #1
For
Annual Supply of Traffic Channelizing & Barricade Devices
Bid No. 11-232

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

Q1: The 18" Cones are either 3 or 5 lbs, which one would you want?

A1: 5 lbs.

Q2: Is one collar on the 18" cone ok?

A2: An 18" cone with one collar is fine.

Q3: The 28" Cones are either 7 or 10 lbs, which one would you want?

A3: 10 lbs

All other terms and conditions shall remain unchanged.

Dated this 23rd day of September, 2011.

Sharon Mulder
Asst. Purchasing Agent