

0012426

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
MANHOLE COVERS & RINGS
BID NO. 12-031
THIRD AND FINAL RENEWAL**

This Amendment is hereby entered into by and between Deeter Foundry, PO Box 29708, Lincoln, NE 68529 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated March 2, 2012, under D. O. No. 07137, (the "Contract"), for the Manhole Covers & Rings, Bid No. 12-031, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 2, 2012 through March 1, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by the City D. O. No. 08712 on February 5, 2013, to renew the Contract for an additional one (1) year term from March 2, 2013 through March 1, 2014; and

WHEREAS, the Contract was amended by the City D. O. No. 10661 on February 5, 2014, to renew the Contract for an additional one (1) year term from March 2, 2014 through March 1, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning March 2, 2015 through March 1, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$7,000.00 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 Contract shall be from beginning March 2, 2015 through March 1, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$7,000.00 without prior approval by the City of Lincoln.
- 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.

Official City Use Only

Dated this <u>27</u> day of <u>January</u> 2015  <hr style="width: 80%; margin: auto;"/> 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)	Deeter Foundry
By: (Please Sign)	
By: (Please Print)	Kim Pinneo
Title: (Please Print)	Construction Sales
Company Address: (Please Print)	5945 N. 70 th
Company Phone & Fax: (Please Print))	402/464-7466 ph 402/464-8533 fax
E-Mail Address: (Please Print)	kpinneo@deeter.com
Date: (Please Print)	1/12/15
Contact Person For: "Orders or Service" (Please Print)	Kim Pinneo Carrie Eklund
Phone Number:	402/464-7466

10661

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
MANHOLE COVERS & RINGS
BID NO. 12-031
SECOND RENEWAL

This Amendment is hereby entered into on this 20 day of January, 2014 by and between Deeter Foundry, PO Box 29708, Lincoln, NE 68529 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated March 2, 2012, under D. O. No. 07137, (the "Agreement"), for Manhole Covers & Rings, Bid No. 12-031, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is March 2, 2012 thru March 1, 2013, 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 March 2, 2013 thru March 1, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term March 2, 2014 thru March 1, 2015; 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 March 2, 2014 thru March 1, 2015.
- 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>5th</u> day
of <u>February</u> 2014
<u>Miki Exposito</u>
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)	<u>Deeter Foundry</u>
By: (PLEASE PRINT)	<u>Kim Pinneo</u>
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	<u>Construction Sales Supervisor</u>
Company Address: (PLEASE PRINT)	<u>P.O. Box 29708 Lincoln 68529</u>
Company Phone & Fax: (PLEASE PRINT)	<u>402-464-7466 402-464-8533</u>
E-Mail Address: (PLEASE PRINT)	<u>kimberly.pinneo@neenahenterprises.com</u>
Date: (PLEASE PRINT)	<u>1/20/14</u>

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
MANHOLE COVERS & RINGS
BID NO. 12-031
FIRST RENEWAL**

08712

This Amendment is hereby entered into on this _____ day of _____, 2013 by and between **Deeter Foundry, PO Box 29708, Lincoln, NE 68529** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **March 2, 2012**, under D. O. No. **07137**, (the "Agreement"), for Manhole Covers & Rings, **Bid No. 12-031**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **March 2, 2012 thru March 1, 2013**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning **March 2, 2013 thru March 1, 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 **March 2, 2013 thru March 1, 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.

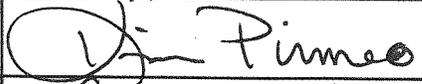
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>5th</u> day of <u>February</u> 2013  <hr/> Public Works & Utilities Director
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Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Executed this 17th day of January, 2013

Company Name: (PLEASE PRINT)	Deeter Foundry
By: (PLEASE PRINT)	Kim Pinneo
By: (PLEASE SIGN)	
Title:	Construction Sales
Company Address: (PLEASE PRINT)	5945 N. 70 th Lincoln 68507
Company Phone & Fax: (PLEASE PRINT)	402-464-7466 p 402-464-8533 f
E-Mail Address: (PLEASE PRINT)	kpinneo@deeter.com

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**MANHOLE COVERS & RINGS
BID NO. 12-031**

**Deeter Foundry
PO Box 29708
Lincoln, NE 68529
402.464.7466**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **Deeter Foundry, PO Box 29708, Lincoln, NE 68529**, 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 **Manhole Covers & Rings, Bid No. 12-031** 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 and individual pricing listed in Attachment A.

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 and Attachment A 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. Contract Agreement
 2. Accepted Proposal/Response
 3. Attachment A
 4. Special Provisions
 5. Specifications & Drawings
 6. Instructions to Bidders

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

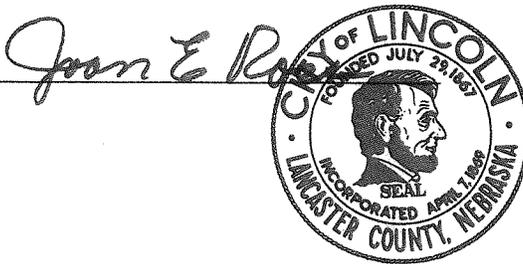
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk



CITY OF LINCOLN, NEBRASKA

PW&U Director

Approved by Directorial Order

dated

Nick Enright

07137

March 2, 2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

Deb Blythe

(SEAL)

Deeter Foundry Inc

Name of Corporation

5945 North 70th

(Address)

By:

Duly Authorized Official

Legal Title of Official

[Signature]
VP/GM

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:

Member

By:

Member

IF AN INDIVIDUAL:

Name

Address

Signature



Deeter Foundry, Inc.

5945 North 70th St.

P.O. Box 29708

Lincoln, Nebraska 68529

Phone: 402/464-7466

Toll Free 800/234-7466

Fax: 402/464-8533

February 14, 2012

City of Lincoln – Construction Castings

Bid #12-031

#1085 Manhole Frames Only - \$149.00 each

#1085 Manhole Covers Only - \$135.00 each

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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Public Works & Utilities, Wastewater/Solid Waste
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent		2400 Theresa St. Lincoln, NE 68521
Phone	(402) 441-7410			Contact	
Fax	(402) 441-6513				
Bid Number	12-031	Department			
Title	Manhole Covers & Rings	Building		Department	
Bid Type	Bid		Suite 200	Building	
Issue Date	01/27/2012	Floor/Room			
Close Date	2/10/2012 12:00:00 PM CST	Telephone	(402) 441-7428	Floor/Room	
Need by Date		Fax	(402) 441-6513	Telephone	
		Email	smulder@lincoln.ne.gov	Fax	
				Email	

Supplier Information

Company Deeter Foundry
 Address P.O. Box 29708

 Lincoln, NE 68529

 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 4647466
 Fax 1 (402) 4648533
 Email
 Submitted 1/31/2012 12:06:28 PM CST
 Total \$11,360.00

Signature _____

Supplier Notes

Bid Notes

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	Contact	Name of person submitting this bid:	Kim Pinneo
3	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	14 Days ARO
4	Standard Specifications for Municipal Construction	I acknowledge reading and understanding the current City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans (including General Provisions and Requirements, and Material and Construction Specifications) View at: http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspect/index.htm	Yes
5	Blanket PO/Term Clause of Contract	This bid is for a one (1) year term. With the option to renew for three (3) additional one (1) year periods (a) Are your bid prices firm for a one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	No
7	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes
8	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	40	EA	Sanitary Sewer Manhole Ring and Solid Cover	\$284.00

Manufacturer #: 1085

Item Notes:
If bidding an equivalent, please attach the specifications in the response attachment section of the bid.

Supplier Notes:

Response Total: \$11,360.00

**SPECIFICATIONS
FOR
MANHOLE COVERS and RINGS
BID NO. 12-031**

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum requirements for Sanitary Sewer Manhole Covers and Rings for City of Lincoln Public Works and Utilities Department.
- 1.2 Contractor shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Assistant Purchasing Agent (smulder@lincoln.ne.gov) Or Fax: (402) 441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective Contractor electronically as an addenda.
 - 1.3.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.4 No direct contact is allowed between Vendor and other City Staff throughout the bid process.
 - 1.4.1 Failure to comply with this directive may result in Vendor bid being rejected.

2. MANHOLE SETS

- 2.1 The City of Lincoln shall have the opportunity to order Manhole Cover Sets, Number 1085, complete with cover, rings and lid and the option to purchase the lid only and the ring only.
- 2.2 The City of Lincoln shall have the opportunity to inspect the set or lid only or the ring only when picking up an order if manufacturer is located in the city.
 - 2.2.1 This eliminates any returns that may not have met our specifications.
- 2.3 The specifications are per the City of Lincoln Standard Specifications for Municipal Construction Book and the attached drawing.
 - 2.3.1 Chapter 22, Sanitary Sewers, letter H from book.

3. ORDERING

- 3.1 Orders are placed by the City on an as-needed basis.
 - 3.1.1 Typical orders are ten (10) at a time, and may order three (3) or four (4) times a year.

4. TERM OF CONTRACT

- 4.1 The term of this contract shall be for one (1) year with the option to renew for one (1) additional three (3) year terms upon mutual agreement of both parties.

