

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL SUPPLY OF STREET SWEEPER REPLACEMENT BROOM STOCK
BID NO. 13-016
SECOND RENEWAL**

This Amendment is hereby entered into by and between Old Dominion Brush Co., Inc., 1525 N. Commerce Ave., Kansas City, MO 64120 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated February 22, 2013, under E. O. No. 85809, (the "Contract"), for the **Annual Supply of Street Sweeper Replacement Broom Stock, Bid No. 13-016**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is February 22, 2013 through February 21, 2014, 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. 10552 on January 17, 2014, to renew the Contract for an additional one (1) year term from February 22, 2014 through February 21, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning February 22, 2015 through February 21, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$5,000.00 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 February 22, 2015 through February 21, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$5,000.00 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>2nd</u> day
of <u>January</u> , 2015

_____ 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)	Old Dominion Brush Co.
By: (Please Sign)	
By: (Please Print)	David Dearth
Title: (Please Print)	Gen. Mgr.
Company Address: (Please Print)	1525 N Commerce Ave. KC, MO. 64120
Company Phone & Fax: (Please Print)	1-800-821-7301 Fax 816-241-6765
E-Mail Address: (Please Print)	davidd@odbkc.com
Date: (Please Print)	12-11-2014
Contact Person For: "Orders or Service" (Please Print)	David Dearth
Phone Number:	1-800-821-7301

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF STREET SWEEPER REPLACEMENT BROOM STOCK
BID NO. 13-016
FIRST RENEWAL**

This Amendment is hereby entered into on this ____ day of _____, 2013 by and between **Old Dominion Brush Co., Inc., 1525 N. Commerce Ave., Kansas City, MO 64120** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **February 22, 2013**, under **E. O. No. 85809**, (the "Agreement"), for **The Annual Supply of Street Sweeper Replacement Broom Stock, Bid No. 13-016**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **February 22, 2013 through February 21, 2014**, 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 renew the agreement for an additional one (1) year term beginning **February 22, 2014 through February 21, 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 **February 22, 2014 through February 21, 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.

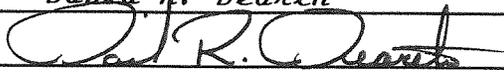
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>17th</u> day
of <u>January</u> 20 <u>13</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)	<i>Old Dominion Brush Co.</i>
By: (PLEASE PRINT)	<i>David R. Dearth</i>
By: (PLEASE SIGN)	
Title:	<i>General Manager</i>
Company Address: (PLEASE PRINT)	<i>1525 N Commerce Ave. Kansas City, Mo. 64120</i>
Company Phone & Fax: (PLEASE PRINT)	<i>1-800-821-7301 Fax 816-241-6765</i>
E-Mail Address: (PLEASE PRINT)	<i>davidd@odkcc.com</i>
Date:	<i>12-23-2013</i>

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
OF
STREET SWEEPER REPLACEMENT BROOM STOCK
BID NO. 13-016**

**Old Dominion Brush Co., Inc.
1525 N. Commerce Ave.
Kansas City, MO 64120
800.821.7301**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **Old Dominion Brush Co., Inc., 1525 N. Commerce Ave., Kansas City, MO 64120**, 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 **Annual Supply of Street Sweeper Replacement Broom Stock, Bid No. 13-016**
and,

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

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) one year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Addendum No. 1
 4. Notice to Bidders
 5. Special Provisions
 6. Instructions to Bidders
 7. Sales Tax Exemption Form 13

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

Jean E. Rose



CITY OF LINCOLN, NEBRASKA

Mayor

Chris Brown

Approved by Executive No. 085803

dated Febr. 22, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

JHR

(SEAL)

Old Dominion Brush Co.

Name of Corporation

5118 Glen Allen Dr. Richmond, VA 23231

Address)

By:

Duly Authorized Official

E. [Signature]

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

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, Fleet Services 901 N. 6th St. Lincoln, NE 68508
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7410	Department	Purchasing	Department	
Fax	(402) 441-6513	Building	Suite 200	Building	
Bid Number	13-016 Addendum 1	Floor/Room		Floor/Room	
Title	Annual Supply of Street Sweeper Replacement Broom Stock	Telephone	(402) 441-7428	Telephone	(402) 441-8194
Bid Type	Bid	Fax	(402) 441-6513	Fax	
Issue Date	01/07/2013	Email	smulder@lincoln.ne.gov	Email	
Close Date	1/21/2013 12:00:00 PM CST				
Need by Date					

Supplier Information

Company Old Dominion Brush Co., Inc
 Address 1525 N Commerce Ave

 Kansas City, MO 64120
 Contact David Dearth
 Department KC
 Building
 Floor/Room
 Telephone 1 (800) 821 7301
 Fax 1 (816) 241 6765
 Email davidd@odbkc.com
 Submitted 1/11/2013 10:12:46 AM CST
 Total \$35,279.00

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Contact	Name of person submitting this bid:	David R. Dearth
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
7	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. . ((a) Are your bid prices firm for the first 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 Firm For 1 Year
8	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
9	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	2-3
10	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
11	Numbers in Price Box	 I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items. 	Yes
12	Electronic Signature	Please check here for your electronic signature.	Yes
13	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	600	EA	Center Sweep Design Strip Brush	\$13.84

Manufacturer: Elgin Eagle or Equivalent

Item Notes:
Quantity is for each and not sets.
If bidding an equivalent, please attach the manufacturers specifications in the bid response attachment section of the bid.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please specify the Manufacturer and Model of the item you are bidding.	ODB Co. / All PRO UU835608P

2	10	EA	Strip Brush Mandrel	\$325.00
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Manufacturer: Elgin Eagle or Equivalent

Item Notes:
Quantity is for each and not sets.
If bidding an equivalent, please attach the manufacturers specifications in the bid response attachment section of the bid.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide the Manufacturer and Model of the product you are bidding.	ODB Co. UU835600CS

3	1,300	EA	Disposal Type Gutter Broom Segment	\$18.25
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Manufacturer: Elgin Eagle or Equivalent

Item Notes:
Quantity is for each and not sets.
If bidding an equivalent, please attach the manufacturers specifications in the bid response attachment section of the bid.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide the Manufacturer and Model of the product you are bidding.	ODB Co. SBP.200EN.5

Response Total: \$35,279.00

**Addendum #1
For
Annual Supply of Street Sweeper Replacement Broom Stock
Bid No. 13-016**

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:

1. Q) What is your average order size of gutterbrooms? How many sets or segments do you usually order at a time?
 - A) We receive five (5) segments per box and we normally order forty (40) boxes at a time.

2. Q) Can you please send a bid tabulation of the last bid results?

09-008

Description	UOM	QTY	Pegler-Sysco		Old Dominion Brush Co., Inc	
			Unit	Extended	Unit	Extended
Center Sweep Design Strip Brush	Each	600			\$14.94	\$8,964.00
Strip Brush Mandrel	Each	10			\$279.00	\$2,790.00
Disposable-Type Gutter Broom Segment	Each	1300			\$19.49	\$25,337.00
		Total	\$0.00	\$0.00	\$313.43	\$37,091.00

All other terms and conditions shall remain unchanged.

Dated this 7th day of January, 2013.

Sharon Mulder
Assistant Purchasing Agent