

AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL SUPPLY OF DRY BARREL FIRE HYDRANTS  
BID NO. 11-175  
SECOND RENEWAL

This Amendment is hereby entered into by and between Mueller Co., LLC, 500 W. Eldorado Street, Decatur, IL 62522 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated September 14, 2011, under E. O. No. 084382, (the "Agreement"), for **The Annual Supply of Dry Barrel Fire Hydrants, Bid No. 11-175**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is September 14, 2011 through September 13, 2012, 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 September 14, 2012 through September 13, 2013,

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from September 14, 2013 through September 13, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning September 14, 2014 through September 13, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$292,000.00 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 Agreement shall be from September 14, 2014 through September 13, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$292,000.00 without prior approval by the City of Lincoln 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

<p>Dated this <u>8th</u> day of <u>August</u> 2014</p> <p> Chris Beutler, Mayor</p>
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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.

Company Name: (Please Print)	Mueller Co, LLC
By: (Please Sign)	Kim [Signature]
By: (Please Print)	Kim Lillpop
Title: (Please Print)	Customer Relations Manager
Company Address: (Please Print)	500 W. Eldorado Decatur IL 62522
Company Phone & Fax: (Please Print)	1-800-423-1323 / 1-800-871-2195
E-Mail Address: (Please Print)	klillpop@muellercompany.com
Date: (Please Print)	7/23/14
Contact Person For: "Orders or Service" (Please Print)	Kim Lillpop- klillpop@muellercompany.com orders@muellercompany.com
Phone Number: (Please Print)	1-800-423-1323

Amendment to Agreement  
City of Lincoln  
Annual Supply of Dry Barrel Fire Hydrants  
Bid No. 11-175  
Price Increase

This Amendment is hereby entered into on this 24 day of December, 2013, by and between Mueller Co., 500 West Eldorado St., P.O. Box 671, Decatur, IL 62525 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated September 14, 2013, under Executive Order No. 84382, (the "Contract"), for Annual Supply of Dry Barrel Fire Hydrants, Bid No. 11-175, which is made a part hereof by this reference.

WHEREAS, the parties wish to Amend the Agreement to reflect price change for the items listed on Attachment A for the current term of the Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under Executive Order No. 84382, and stated herein the parties agree as follows:

- 1) The parties agree that the City will pay the price changes for the items listed on Attachment A for the current term of the Agreement, which is attached hereto and made a part hereof by this reference.
- 2) 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>24</u> day
of <u>December</u> 2013
<u>W.E. Synnott</u> Director, Public Works & Utilities

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Mueller Co., LLC.
By: (PLEASE PRINT)	Kim Lillpop
By: (PLEASE SIGN)	<u>Kim Lillpop</u>
Title:	Customer Relations Manager
Company Address: (PLEASE PRINT)	500 W. Eldorado St.
Company Phone & Fax: (PLEASE PRINT)	1-800-423-1323 / 1-800-871-2195
E-Mail Address: (PLEASE PRINT)	klillpop@muellercompany.com
Dated: (PLEASE PRINT)	12-11-13.



500 West Eldorado Street  
P.O. Box 671  
Decatur, Illinois 62525  
217-423-4471

November 21, 2013

City of Lincoln  
440 S. 8<sup>th</sup> Street Suite 200  
Lincoln, NE 68508

RE: Bid Number 11-175 – Dry Barrel Fire Hydrants

To Whom It May Concern:

Based on the recent EPA Ruling - Reduction of Lead in Drinking Water Act (1417 (d)(1) 42 U.S.C. 300g-6), Mueller Co. must raise its price on this contract by 4%. The product shipped off of this contract going forward will be fully compliant to the Reduction of Lead in Drinking Water Act.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kim Lillpop', is written over the typed name.

Kim Lillpop  
Mueller Co.

Customer Relations Manager

Cc: Mike Lindgren  
Craig Stephens



12/06/2013

PAGE 1

TO: DIRECT

Job Name CITY OF LINCOLN-HYDRANTS  
Quote No. 15409 City LINCOLN  
Bid Date State NE

Contract Length 365 DAYS

Your Reference No. IRON

Following is the pricing you requested for the above referenced project:

Qty	Part No.	Description	Line	Unit Net	Line Total
300	423-524497	5 1/4 CENTURION OL 3-WAY A-423 5 1/4 CENTURION HYD O HYDRANT 05'6" BURY 2-2-1/2" HOSE NOZ GA 8-294 1-4-1/2" PUMPER NOZ GA 6-527 1-1/2" PENT OPEN LE	1	\$1,108.36	\$332,508.00
100	423-524687	5 1/4 CENTURION OL 3-WAY A-423 5 1/4 CENTURION HYD O HYDRANT 06'6" BURY 2-2-1/2" HOSE NOZ GA 8-294 1-4-1/2" PUMPER NOZ GA 6-527 1-1/2" PENT OPEN LE	2	\$1,174.42	\$117,442.00
50	423-535792	5 1/4 CENTURION OL 3-WAY A-423 5-1/4 CENTURION OL 3- HYDRANT 07'6" BURY 2-2-1/2" HOSE NOZ GA 8-294 1-4-1/2" PUMPER NOZ GA 6-527 1-1/2" PENT OPEN LE	3	\$1,219.49	\$60,974.50

REQUESTS FOR ANY PRODUCT COMPLIANCE CERTIFICATION MUST BE MADE IN WRITING AT TIME OF ORDER FOR THAT PARTICULAR PRODUCT.



TO: DIRECT

Job Name CITY OF LINCOLN-HYDRANTS  
Quote No. 15409 City LINCOLN  
Bid Date State NE

Contract Length 365 DAYS

Your Reference No. IRON

Following is the pricing you requested for the above referenced project:

Qty	Part No.	Description	Line	Unit Net	Line Total
0	LINCOLN SPEC		4	\$ .00	\$ .00
5	A320-07-006	5-1/4 HYDRANT EXTENSION 304 BARREL TYPE 0FT 6IN 5-1/4IN CENTURION & IMPROVED H TYPE 304 STAINLESS STEEL BOLTS	5	\$181.86	\$909.30
5	A320-07-010	5-1/4 HYDRANT EXTENSION 304 BARREL TYPE 1FT 0IN 5-1/4IN CENTURION & IMPROVED H TYPE 304 STAINLESS STEEL BOLTS	6	\$212.34	\$1,061.70
5	A320-07-016	5-1/4 HYDRANT EXTENSION 304 BARREL TYPE 1FT 6IN 5-1/4IN CENTURION & IMPROVED H TYPE 304 STAINLESS STEEL BOLTS	7	\$241.08	\$1,205.40
5	A320-07-020	5-1/4 HYDRANT EXTENSION 304 BARREL TYPE 2FT 0IN 5-1/4IN CENTURION & IMPROVED H TYPE 304 STAINLESS STEEL BOLTS	8	\$261.90	\$1,309.50
0	EXT SHOULD HAVE SS		9	\$ .00	\$ .00

REQUESTS FOR ANY PRODUCT COMPLIANCE CERTIFICATION MUST BE MADE IN WRITING AT TIME OF ORDER FOR THAT PARTICULAR PRODUCT.



TO: DIRECT

Job Name CITY OF LINCOLN-HYDRANTS  
Quote No. 15409 City LINCOLN  
Bid Date State NE

Contract Length 365 DAYS  
Your Reference No. IRON

Following is the pricing you requested for the above referenced project:

Qty	Part No.	Description	Line	Unit Net	Line Total
0	N&B		10	\$ .00	\$ .00

REQUESTS FOR ANY PRODUCT COMPLIANCE CERTIFICATION MUST BE MADE IN WRITING AT TIME OF ORDER FOR THAT PARTICULAR PRODUCT.

FOB FACTORY - FREIGHT ALLOWED - YES

Terms:2%15NET30

Total this Quote

PRICES SUBJECT TO ACCEPTANCE WITHIN 30 DAYS

\$515,410.40

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL SUPPLY OF DRY BARREL FIRE HYDRANTS  
BID NO. 11-175  
SECOND RENEWAL WITH PRICE INCREASE**

This Amendment is hereby entered into on this 11 day of September, 2013 by and between Mueller Co., Ltd., 500 W. Eldorado Street, Decatur, IL 62522 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated September 14, 2011, under E. O. No. 084382, (the "Agreement"), for The Annual Supply of Dry Barrel Fire Hydrants, Bid No. 11-175, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is September 14, 2011 through September 13, 2012, 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 September 14, 2012 through September 13, 2013,

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning September 14, 2013 through September 13, 2014; 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 stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from September 14, 2013 through September 13, 2014.
- 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 Agreement, not in conflict with this Amendment, shall remain in full force and effect.

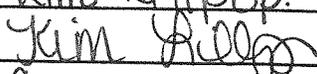
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

**Official City Use Only**

Dated this <u>11<sup>th</sup></u> day
of <u>Sept.</u> 2013
 Chris Beutler, Mayor

**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)	Mueller Co., LLC
By: (PLEASE PRINT)	Kim Killpop
By: (PLEASE SIGN)	
Title:	Customer Relations Manager
Company Address: (PLEASE PRINT)	500 W. Eldorado St. Decatur IL 62522
Company Phone & Fax: (PLEASE PRINT)	1-800-423-1323 / 800-871-2195
E-Mail Address: (PLEASE PRINT)	killpop@muellercompany.com
Date:	8-19-13.

**Mueller Co.**500 W. Eldorado St.  
Decatur, IL 62522

August 9, 2013

Kim Wilnes  
City of Lincoln, NE  
440 S. 8<sup>th</sup> St. Suite 200  
Lincoln, NE 68508RE: Bid Number 11-175  
A/S of Dry Barrel Fire Hydrants  
Bid Date 08/03/2011

Dear Kim,

With regard to Mueller Company's renewal letter that was submitted on August 1, 2013, Mueller Company replied with a 5% increase over the original bid net prices. The line items below show the original bid pricing from 2011 and the new pricing that was submitted to you on August 1, 2013.

Part #	2011-2013 pricing	9/14/2013-9/13/2014 pricing
423 5'6" bury	\$1,014.98	\$1,065.73
423- 6'6" bury	\$1,075.48	\$1,129.25
423- 7'6" bury	\$1,116.76	\$1,172.59
6" Hydt Extension	\$173.20	\$181.86
12" Hydt Extension	\$202.23	\$212.34
18" Hydt Extension	\$229.60	\$241.08
24" Hydt Extension	\$249.43	\$261.90

If any further clarification is required, please feel free to contact us.

Sincerely,



Kim Lillpop  
Mueller Co., LLC  
Customer Relations Manager



500 West Eldorado Street  
P.O. Box 671  
Decatur, Illinois 62525  
217-423-4471

July 30, 2013

City of Lincoln Nebraska  
Attn: Ms. Kim Wilnes  
Purchasing Division  
440 South 8<sup>th</sup> St., Suite 200  
Lincoln, NE 68508

RE: Annual Supply of Dry Barrel Fire Hydrants, Bid No. 11-175

Dear Ms. Wilnes:

Enclosed is our executed Amendment to Agreement for the Annual Supply of Dry Barrel Fire Hydrants, Bid No. 11-175 with exception. Due to changes in the industry, we have experienced two price increases since January, 2012. We are hereby requesting a 5% escalation to our 2012-2013 net prices. I have also enclosed our 2012 and 2013 price increase notification letters.

Thank you for the opportunity to do business with the City of Lincoln.

Sincerely,

A handwritten signature in cursive script that reads "Judy Hopkins".

Judy Hopkins

Assistant Manager – Quotations

Mueller Co. Ltd.

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633 Chestnut St. Suite 1200  
Chattanooga, TN 37450

December 21, 2012

TO OUR AWWA PRODUCT DISTRIBUTORS

Re: Price Increase Applying to  
AWWA Products  
Effective: January 23, 2013

Due to continued escalating costs, we are announcing a 3 discount point reduction (approx. 7% net price increase) on the AWWA iron products listed below. This increase will be effective Wednesday, January 23, 2013.

Iron Products:

Change:

All – AWWA Dry Barrel Fire Hydrants	3 point discount reduction
All – AWWA 2”-24” Resilient Wedge Gate Valves	3 point discount reduction
All – AWWA Double Disc Gate Valves	3 point discount reduction
All – AWWA Resilient Wedge and Double Disc Tapping Valves	3 point discount reduction
All – AWWA Iron Tapping Sleeves and Crosses	3 point discount reduction
All – AWWA Cut-In Sleeves and Valves	3 point discount reduction
All – AWWA Split Repair Sleeves	3 point discount reduction
All – Hydrant Extension and Repair Kits	3 point discount reduction
All – Repair Parts	3 point discount reduction
All – Butterfly Valves	3 point discount reduction
All – AWWA Check Valves	3 point discount reduction
All – Plug Valves	7% net price increase

The price change will be implemented as follows:

1. New discounts will apply to all orders received on or after January 24, 2013.
2. Material covered in fixed price contracts will be price protected. Quotes to contractors will not be price protected.
3. Orders received on or prior to January 23, 2013 with no shipping restrictions will be price protected.
4. Orders received with release dates beyond January 23, 2013 will be entered at the new price.

Your Sales Representative will be in contact with you prior to the effective date to review these increases and to answer any questions you may have.

Larry Aulich  
Director Product Management



633 Chestnut St. Ste 1200  
Chattanooga, TN 37450

January 5, 2012

TO OUR AWWA PRODUCT DISTRIBUTORS

Re: Price Increase Applying to  
AWWA Products  
Effective: February 9, 2012

While the Mueller Company has been taking all reasonable steps to control our product costs, rising raw material, freight, medical, utility and labor rates have offset these efforts. Therefore, effective February 9<sup>th</sup>, 2012 we are increasing your pricing on the products listed below by 7%. This price increase will be accomplished through a list price and discount change. New list price pages will be available on the secure portion of our website in January (watch for announcement) and mailed to each location prior to the effective date. Your new discounts will be provided by your sales representative.

Iron Products:

- All – AWWA Dry Barrel Fire Hydrants
- All – AWWA 2”-12” Resilient Wedge Gate Valves
- All – AWWA 14”-48” Resilient Wedge Gate Valves
- All – AWWA Double Disc Gate Valves
- All – AWWA Resilient Wedge and Double Disc Tapping Valves
- All – AWWA Iron Tapping Sleeves and Crosses
- All – AWWA Cut-In Sleeves and Valves
- All – AWWA Split Repair Sleeves
- All – Hydrant Extension and Repair Kits
- All – Repair Parts
- All – Butterfly Valves (Note: price adjusted by size/style)
- All – Plug Valves (Note: 1.5 discount point reduction only)

The price change will be implemented as follows:

1. New list prices and discounts will apply to all orders received on or after February 9, 2012.
2. Material covered in fixed price contracts will be price protected. Quotes to contractors will not be price protected.
3. Orders received on or prior to February 8, 2012 with no shipping restrictions will be price protected.
4. Orders received with release dates beyond February 8, 2012 will be entered at the new price.

Your Sales Representative will be in contact with you prior to the effective date to review these increases and to answer any questions you may have.

Larry Aulich  
Director of Product Management  
Water Products Division

LIMITED POWER OF ATTORNEY

The undersigned, Vice President of MCO 1, LLC, a General Partner of Mueller Co., LLC., a limited partnership established and existing under the laws of the State of Alabama (the "Company"), and having offices located at 500 West Eldorado Street, Decatur, IL, on behalf of the Company gives Limited Power of Attorney to:

JUDY HOPKINS  
(The "Attorney-in-Fact")

To act and perform on behalf of the Company solely in respect to the following:

To attest to, sign and submit, on behalf of the Company, bids, quotations and related documents in connection with the sale or offer for sale of products of the Company's Water and Gas Products Division up to a maximum of \$3,000,000 per bid or quote.

Subject to the right of the undersigned to terminate this Limited Power of Attorney given on behalf of the Company at an earlier time, the foregoing Limited Power of Attorney shall lapse and expire on January 31, 2014, but such expiration shall not impair any action taken or documents signed by said Attorney-in-Fact prior to that date, or the date of termination if earlier.

This Limited Power of Attorney does not include the power to delegate.

IN WITNESS WHEREOF, the undersigned has caused this Limited Power of Attorney to be duly executed, pursuant to authority granted by the sole member of the Company, effective as of January 30, 2013.

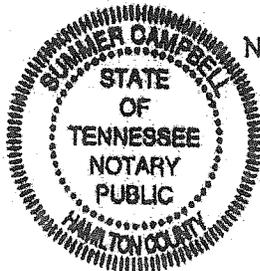
MUELLER CO. LLC.  
By: MCO 1, LLC, Its General Partner

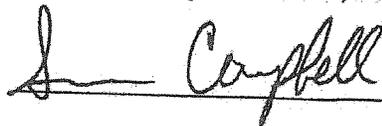
  
\_\_\_\_\_  
Chad Mize  
Vice President, Finance

STATE OF TENNESSEE     )  
  )     SS:  
COUNTY OF HAMILTON    )

BE IT KNOWN, that on the 12<sup>th</sup> day of February, 2013 before me a Notary Public in and for the State of Tennessee, personally came and appeared Chad Mize, to me personally known and known to me to be the same person described in and who executed the Limited Power of Attorney, and acknowledged the within Limited Power of Attorney to be his act and deed.

IN TESTAMENT WHEREOF, I have hereunto subscribed my name and affixed my seal of office; the day and year last above written.



Notary Public 

My Commission Expires:  
March 3, 2015

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL SUPPLY OF DRY BARREL FIRE HYDRANTS  
BID NO. 11-175  
FIRST RENEWAL**

This Amendment is hereby entered into on this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between **Mueller Co., Ltd., 500 W. Eldorado Street, Decatur, IL 62522** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **September 19, 2011**, under E. O. No. **084382**, (the "Agreement"), for **The Annual Supply of Dry Barrel Fire Hydrants, Bid No. 11-175**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **September 14, 2011 thru September 13, 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 extend the agreement for an additional one (1) year term beginning **September 14, 2012 thru September 13, 2013**; 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 **September 14, 2012 thru September 13, 2013**.
- 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.

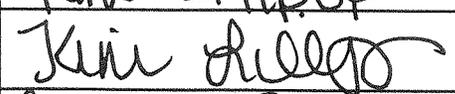
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Official City Use Only**

Dated this <u>5<sup>th</sup></u> day
of <u>Sept.</u> 2012
 _____ Chris Beutler, Mayor

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

Executed this 14<sup>th</sup> day of August, 2012

<b>Company Name: (PLEASE PRINT)</b>	Mueller Co, LLC (formerly LTD)
<b>By: (PLEASE PRINT)</b>	Kim Lillpop
<b>By: (PLEASE SIGN)</b>	
<b>Title:</b>	Customer Relations Manager
<b>Company Address: (PLEASE PRINT)</b>	500 W. Eldorado St. Decatur IL 62522
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	1-800-423-1323 / 1-800-871-2195
<b>E-Mail Address: (PLEASE PRINT)</b>	klillpop@muellercompany.com

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL SUPPLY  
OF  
DRY BARREL FIRE HYDRANTS  
BID NO. 11-175**

**Mueller Co., Ltd.  
500 W. Eldorado Street  
Decatur, IL 62522  
800.423.1323**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between **Mueller Co., Ltd., 500 W. Eldorado Street, Decatur, IL 62522**, 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 Dry Barrel Fire Hydrants, Bid No. 11-175** 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 year term.
8. 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 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

*Terence J. Meier Deputy*



CITY OF LINCOLN, NEBRASKA

Mayor

*[Signature]*

Approved by Executive No:

084382

dated

9-14-11

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Secretary

(Quotations Specialist)

*Paul S. McCoy* (SEAL)

*Mueller Co., Ltd.*

Name of Corporation

*500 W. Eldorado St. Decatur, IL*

(Address)

*62522*

By:

Duly Authorized Official

*Kim [Signature]*  
*Customer Relations Manager*

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 Assistant Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Water System 2021 N. 27th st. Lincoln, NE 68503
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Assistant Purchasing Agent	Contact	Chuck Turner Distribution Shop
Phone	(402) 441-7410		Purchasing	Department	
Fax	(402) 441-6513			Building	
Bid Number	11-175 Addendum 1	Department		Floor/Room	
Title	A/S of Dry Barrel Fire Hydrants	Building	Suite 200	Telephone	
Bid Type	Bid	Floor/Room		Fax	
Issue Date	07/20/2011	Telephone	(402) 441-7428	Email	
Close Date	8/3/2011 12:00:00 PM CST	Fax	(402) 441-6513		
Need by Date		Email	smulder@lincoln.ne.gov		

## Supplier Information

Company Mueller Co., Ltd.  
Address 500 W. Eldorado Street  
  
Decatur, IL 62522

Contact  
Department  
Building  
Floor/Room  
Telephone 1 (800) 423-1323  
Fax 1 (217) 425 7537  
Email  
Submitted 8/2/2011 11:29:07 AM CST  
Total \$472,152.30

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:	Paula McCoy
5	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	stock - 35 days
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	Term Clause with Escallation/De-Escalation	(a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation  YES or NO  (c) If (b), state period for which prices will remain firm: through _____	(a) YES
9	Meets specs - Yes/No	I have filled out Sections 7 through 12 and included them as an attachment (Response Attachment) to this document.	Yes
10	Electronic Signature	Please check here for your electronic signature.	Yes
11	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	1	PKG	Fire Hydrants	\$467,880.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer / Model	Please state the Manufacturer and Model of the valve proposed.	Mueller Co Super Centurion Hydrants

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	300	EA	Fire Hydrant, Dry Barrel, Compression Type, 5-1/4 inch main valve, 5-1/2 foot bury, right or left facing. See attachment #2.	1,014.98

Supplier Notes: 5'6" bury Mueller Super Centurion Lincoln NE Spec

1.2	100	EA	Fire Hydrant, Dry Barrel, Compression Type, 5-1/4 inch main valve, 6-1/2 foot bury, right or left facing. See attachment #2.	1,075.48
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Supplier Notes: 6'6" bury Mueller Super Centurion Lincoln NE Spec

1.3	50	EA	Fire Hydrant, Dry Barrel, Compression Type, 5-1/4 inch main valve, 7-1/2 foot bury, right or left facing. See attachment #2.	1,116.76
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Supplier Notes: 7'6" bury Mueller Super Centurion Lincoln NE Spec

2	1	PKG	Hydrant Extensions	\$4,272.30
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Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer / Model	Please state the Manufacturer & Model of the valve proposed.	Mueller 5-1/4" Extension Kits

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
2.1	5	EA	Six (6) inch Hydrant Extensions	173.20

Supplier Notes: Mueller 5-1/4" Extension Kit, Part # A320-006

2.2	5	EA	Twelve (12) inch Hydrant Extensions	202.23
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Supplier Notes: Mueller 5-1/4" Extension Kit, Part # A320-010

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2.3	5	EA	Eighteen (18) inch Hydrant Extensions	229.60
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Supplier	Mueller 5-1/4" Extension Kit, Part # A320-016
Notes:	

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2.4	5	EA	Twenty-Four (24) inch Hydrant Extensions	249.43
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Supplier	Mueller 5-1/4" Extension Kit, Part # A320-020
Notes:	

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Response Total:	\$472,152.30
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Meets Specifications		Technical Specifications
		<b>7. MATERIALS</b>
<input checked="" type="radio"/> Yes	<input type="radio"/> No	7.1 All materials utilized in the hydrant construction shall be in strict accordance with AWWA C502 except where noted in this section.
<input type="radio"/> Yes	<input checked="" type="radio"/> No	7.2 Upper barrel, lower barrel and shoe components constructed of ductile iron.
<input checked="" type="radio"/> Yes	<input type="radio"/> No	7.3 Brass or bronze for various hydrant components shall be as specified hereafter.
<input type="radio"/> Yes	<input checked="" type="radio"/> No	7.4 The interior bronze hydrant components which come in constant contact with water, shall contain no more than 2% aluminum or no more than 16% zinc.
<input type="radio"/> Yes	<input checked="" type="radio"/> No	7.5 Grade B and C bronze shall not be used.
<input checked="" type="radio"/> Yes	<input type="radio"/> No	7.6 All exterior bolts and nuts shall be constructed of a corrosion-resistant stainless steel Grade 304.
<input checked="" type="radio"/> Yes	<input type="radio"/> No	7.7 All mechanical joint accessories (glands) shall be ductile iron.
<input checked="" type="radio"/> Yes	<input type="radio"/> No	7.8 The tee-head bolts and hex nuts of the mechanical joint accessories shall be fabricated from stainless steel, Cor-Ten or ductile iron Durabolt.
<input type="radio"/> Yes	<input checked="" type="radio"/> No	7.9 All hydrant extensions shall have Grade 304 stainless steel bolts.
		<b>8. DESIGN</b>
<input checked="" type="radio"/> Yes	<input type="radio"/> No	8.1 All hydrants shall be pumper hydrants of the compression type with the main valve closing with line water pressure.
<input checked="" type="radio"/> Yes	<input type="radio"/> No	8.2 The main valve opening shall be 5 1/4" in diameter.
<input checked="" type="radio"/> Yes	<input type="radio"/> No	8.3 Hydrants shall be designed for a depth of bury of 5 1/2 foot, 6 1/2 foot and 7 1/2 foot measured from the bottom of the connecting pipe to the ground line at the hydrant.
<input checked="" type="radio"/> Yes	<input type="radio"/> No	8.4 All hydrants supplied shall contain two (2) 2 1/2" hose nozzles and one (1) 4 1/2" pumper nozzle 18 inches above the ground line.
<input checked="" type="radio"/> Yes	<input type="radio"/> No	8.4.1 The required dimensions of the nozzles, thread pattern and operating nut are shown in Attachment #1.

Meets Specifications		Technical Specifications
<input checked="" type="radio"/> Yes	No	8.4.2 The Lincoln Water System shall supply to the successful bidder, one - 2 1/2" and one - 4 1/2" nozzle to extract exact dimensions.
<input checked="" type="radio"/> Yes	No	8.4.3 The bidder shall verify exact dimensions and tolerances prior to the manufacturing of the hydrants by submitting a sample die to Lincoln Water System for approval.
<input checked="" type="radio"/> Yes	No	8.4.4 Cap chains shall be furnished on all hydrants.
<input checked="" type="radio"/> Yes	No	8.5 The inlet connection shall be provided with a 6" mechanical joint inlet at the base, complete with all mechanical joint accessories.
<input checked="" type="radio"/> Yes	No	8.5.1 The inlet connections shall be configured as a "left facing" hydrant or a "right facing hydrant" in accordance to Attachment #2.
<input checked="" type="radio"/> Yes	No	8.5.2 The successful bidder shall supply each hydrant configured according to the specific order placed by the Lincoln Water System.
<input checked="" type="radio"/> Yes	No	8.6 Hydrants shall be designed so that the direction of the nozzles can be changed by rotating the above ground section of the barrel under line pressure without excavating the hydrant or without damage to gaskets.
<input checked="" type="radio"/> Yes	No	8.7 The ground line shall be at least 18 inches from centerline of the 4 1/2 inch pumper nozzle.
<input checked="" type="radio"/> Yes	No	8.8 The water working pressure design shall be 150 PSI (300 PSI hydrostatic test).
<input checked="" type="radio"/> Yes	No	8.8.1 Fire hydrants shall be subject to two (2) hydrostatic tests by the manufacturer in accordance with A Standard C502.
<input checked="" type="radio"/> Yes	No	8.8.2 No leakage is permitted through castings, joints or the main valve during either test.
<input checked="" type="radio"/> Yes	No	8.9 Hydrants shall be designed with a breakable feature at the ground line consisting of breakable bolts or flange and a breakable coupling on the stem.
<input checked="" type="radio"/> Yes	No	8.10 The barrel and operating mechanism shall be so designed so that in the event of impact causing damage or breaking the hydrant above or near the grade level, the main valve will remain closed and reasonably tight against leakage.

Meets Specifications		Technical Specifications
<input checked="" type="radio"/>	No	8.11 Drain valves shall operate automatically each time the main valve is opened or closed.
<input checked="" type="radio"/>	No	8.12 Drain valves shall be automatically force flushed each time the hydrant is operated.
<input checked="" type="radio"/>	No	8.13 All seals and gaskets utilized in the hydrant construction shall be "O" rings.
<input checked="" type="radio"/>	No	8.13.1 The seals shall be designed for dynamic applications.
<input checked="" type="radio"/>	No	8.13.2 The stem ferrule shall be completely sealed on the upper rod to prevent water and debris damaging ferrule and "O" ring seals. <b>Explain details of design:</b>  It is a crimped ORing seal between the upper stem and copper sleeve. _____ _____ _____
<input checked="" type="radio"/>	No	8.14 The bonnet assembly shall be completely sealed from the waterway and shall be dry top and permanently factory lubricated.
<input checked="" type="radio"/>	No	8.15 All moving parts shall be bronze or bronze sleeved to eliminate any iron-to-iron or iron-to-steel contact.
<input checked="" type="radio"/>	No	8.16 Hydrants shall be capable of accommodating an extension section for extension of the hydrant barrel in 6" increments.
		<b>9. OPERATION AND MAINTENANCE</b>
<input checked="" type="radio"/>	No	9.1 Hydrants shall open by turning to the left in counterclockwise direction and hydrant tops shall be so marked with an arrow.
<input checked="" type="radio"/>	No	9.2 The size and shape of the operating nut shall be as indicated on Attachment #1.
<input checked="" type="radio"/>	No	9.3 The operating mechanism shall be assembled so that it can be easily removed through the top of the barrel without excavating the hydrant.
<input checked="" type="radio"/>	No	9.4 The hydrant shall be so designed that when it is in place no excavation is required to remove the main valve and the movable parts of the drain valve.
<input checked="" type="radio"/>	No	9.5 The main valve opening shall be controlled with a positive stop.

Meets Specifications		Technical Specifications
<input checked="" type="radio"/>	No	9.6 All hydrants supplied must be capable of being disassembled with a short disassembly wrench.
		<b>10. COATINGS</b>
<input checked="" type="radio"/>	No	10.1 Primer coat shall be Tnemec Pota - Pox II applied at 2-3 mils thickness.
<input checked="" type="radio"/>	No	10.2 Top coat shall be applied in two (2) coats using Sherwin Williams Kem 400 enamel at 4 mil thickness each coat.
<input checked="" type="radio"/>	No	10.3 Top coat color shall be "fire hydrant red" as normally offered by the manufacturer and subject to approval by the Lincoln Water System.
<input checked="" type="radio"/>	No	10.4 Clear coat shall be Sherwin Williams clear applied at 2 mils thickness.
		<b>12. ACCESSORIES</b>
<input checked="" type="radio"/>	No	12.1 Mechanical joint accessories shall be packaged separately for each hydrant and include bolts, glands and gaskets.
<input checked="" type="radio"/>	No	12.2 Mechanical joint accessories shall be purchased separately.
<input checked="" type="radio"/>	No	12.3 All mechanical joint accessories shall conform to AWWA C111.

CO=E314706  
U=Z686251

**EQUAL EMPLOYMENT OPPORTUNITY  
2005 EMPLOYER INFORMATION REPORT  
REPORT - TYPE 8**

**SECTION B - COMPANY IDENTIFICATION**

1. MUELLER GROUP INC  
500 W ELDORADO ST  
DECATUR, IL 62522

2a. MUELLER SERVICE CO  
10424 W MCNAB ROAD  
TAMARAC, FL 33321  
BROWARD COUNTY  
c. y

**SECTION C - TEST FOR FILING REQ.**

1-Y 2-N 3-N DUNS NO:  
SECTION E - ESTABLISHMENT INFO.  
NAICS: 334513 Instruments and Related Products Manufacturing  
for Measuring, Displaying, and Controlling Industrial Process  
Variables

**SECTION D - EMPLOYMENT DATA**

JOB CATEGORIES	OVERALL TOTALS	NUMBER OF EMPLOYEES									
		MALE					FEMALE				
		WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE
Officials and Managers	1	1	0	0	0	0	0	0	0	0	0
Professionals	3	2	0	1	0	0	0	0	0	0	0
Technicians	9	4	5	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0
Office and Clerical	2	0	0	0	0	0	0	2	0	0	0
Craft Workers (Skilled)	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0
TOTAL	15	7	5	1	0	0	0	2	0	0	0
Total employment reported in previous EEO-1 report	12	5	5	1	0	0	0	1	0	0	0

**SECTION F - REMARKS**

**LIMITED POWER OF ATTORNEY**

The undersigned, Vice President of MCO 1, LLC, a General Partner of Mueller Co., Ltd., a limited partnership established and existing under the laws of the State of Alabama (the "Company"), and having offices located at 500 West Eldorado Street, Decatur, IL, on behalf of the Company gives Limited Power of Attorney to:

KIM LILLPOP  
(The "Attorney-in-Fact")

To act and perform on behalf of the Company solely in respect to the following:

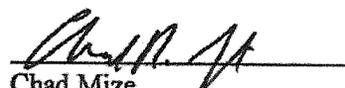
To attest to, sign and submit, on behalf of the Company, bids, quotations and related documents in connection with the sale or offer for sale of products of the Company's Water and Gas Products Division up to a maximum of \$3,000,000 per bid or quote.

Subject to the right of the undersigned to terminate this Limited Power of Attorney given on behalf of the Company at an earlier time, the foregoing Limited Power of Attorney shall lapse and expire on January 31, 2012, but such expiration shall not impair any action taken or documents signed by said Attorney-in-Fact prior to that date, or the date of termination if earlier.

This Limited Power of Attorney does not include the power to delegate.

IN WITNESS WHEREOF, the undersigned has caused this Limited Power of Attorney to be duly executed, pursuant to authority granted by the sole member of the Company, effective as of June 3, 2011.

**MUELLER CO. LTD.**  
**By: MCO 1, LLC, Its General Partner**

  
Chad Mize  
Vice President, Finance

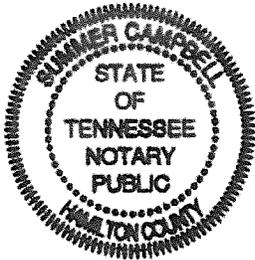
STATE OF ILLINOIS       )  
COUNTY OF MACON       )

BE IT KNOWN, that on the 3<sup>rd</sup> day of June 2011 before me a Notary Public in and for the State of Illinois, personally came and appeared Chad Mize, to me personally known and known to me to be the same person described in and who executed the Limited Power of Attorney, and acknowledged the within Limited Power of Attorney to be his act and deed.

IN TESTAMENT WHEREOF, I have hereunto subscribed my name and affixed my seal of office, the day and year last above written.

Notary Public *Summer Campbell*

**My Commission Expires:  
March 3, 2015**



**SPECIFICATIONS  
FOR  
ANNUAL SUPPLY OF DRY BARREL FIRE HYDRANTS  
(Lincoln Water System)  
BID NO. 11-175**

**1. SCOPE**

- 1.1 These specifications cover dry barrel, post type "traffic model", compression fire hydrants and associated accessories.
  - 1.1.1 Hydrants shall be furnished with mechanical joint accessories.
  - 1.1.2 Mechanical joint accessories shall be included in the unit bid price for each hydrant.
  - 1.1.3 Hydrant extensions requested as part of this bid proposal are intended to be offered by the same manufacturer of the hydrant being bid. Hydrant extensions for other manufacturer's currently used by the Lincoln Water System will be procured by a separate bid.
- 1.2 Materials specified herein shall meet all requirements of the latest revision of the American Water Works Association Standard C502 - Dry Barrel Fire Hydrants, except as modified by the supplementary specifications indicated below.
- 1.3 The term of the agreement is one (1) year, with an option to renew for three (3) additional one-year terms.
- 1.4 Bid quantities are approximate and the City of Lincoln makes no guarantees of actual annual quantities purchased.

**2. BRAND NAMES**

- 2.1 In an effort to minimize inventory of parts and to standardize fire hydrants within the Lincoln Water System, only the following hydrant manufacturer's models shall be accepted for Lincoln Water System installations: Kennedy Guardian, Mueller Centurion 423, Clow Medallion, American Darling B84B.
- 2.2 Named manufacturers which fail to meet specifications shall be cause to reject bids or terminate the purchase agreement.

**3. DEMONSTRATIONS/SAMPLES**

- 3.1 Samples of alternates must be tested and approved by the Lincoln Water System in advance of bidding.
  - 3.1.1 Samples shall be submitted on or before March 1st of any calendar year.
  - 3.1.2 Samples approved for use within the Lincoln Water System shall be included in the list of acceptable material for subsequent bid specifications.
  - 3.1.3 The approval of hydrants for use within Lincoln Water System is vested solely with the City of Lincoln.
- 3.2 All samples shall be delivered to: Lincoln Water System, Distribution Shop, 2021 North 27th St., Lincoln, Nebraska 68503.

4. **BIDDING PROCEDURE**

- 4.1 Bidders shall indicate compliance with the **Technical Specifications** by circling “yes” or “no” and include this information with the bid as a response **in the response attachment** section of the submittal
- 4.2 Exceptions to the Technical Specifications shall be fully explained in the affidavit of compliance (See Section 4.4).
- 4.3 Upon request bidders shall supply the following data:
  - 4.3.1 Principal dimensions, weight, materials of construction and pressure ratings.
  - 4.3.2 Catalog sheets clearly indicating each item specifically requested in the specifications.
  - 4.3.3 All records of testing as specified in accordance to AWWA C502.
- 4.4 Bidders shall furnish an affidavit of compliance at the time of bid as a response **in the response attachment** section of the submittal in accordance to AWWA C502 including compliance with supplemental requirements of this specification.
  - 4.4.1 All exceptions must noted and fully explained in the affidavit. as a response **in the response attachment** section of the submittal
  - 4.4.2 At the sole discretion of the City, exceptions may be cause for rejecting bids.

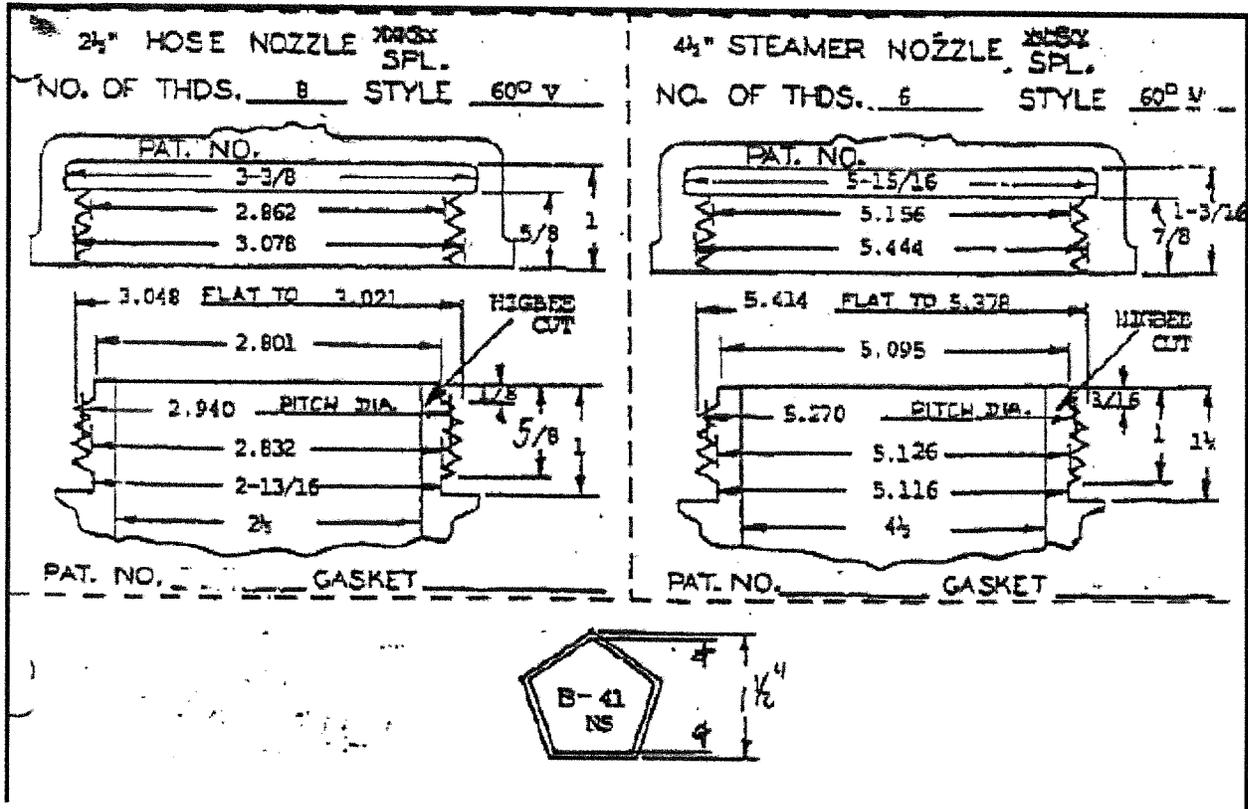
5. **DELIVERY**

- 5.1 Unit bid prices shall include all delivery costs, including shipper's charges and unloading time, at the following delivery point: Lincoln Water System, Distribution Shop, 2021 North 27th Street, Lincoln, Nebraska 68503.
- 5.2 Deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m. on normal City of Lincoln workdays.
- 5.3 All hydrants shall be banded to and shipped on pallets to facilitate unloading and storage.
- 5.4 Maximum weight of pallet shall be 5,000 pounds.

6. **ORDERING**

- 6.1 Orders shall be made on standard purchase orders issued by the Purchasing Agent.
  - 6.1.1 Orders may be placed by telephone directly by the Lincoln Water System.
  - 6.1.2 In any event, all orders will be assigned an order number.
- 6.2 All correspondence, including acknowledgment of receipt of order, packing lists and invoices, shall carry the order number assigned by the City of Lincoln.
- 6.3 Contractor shall group materials on his invoices as they are grouped on the City of Lincoln's order.

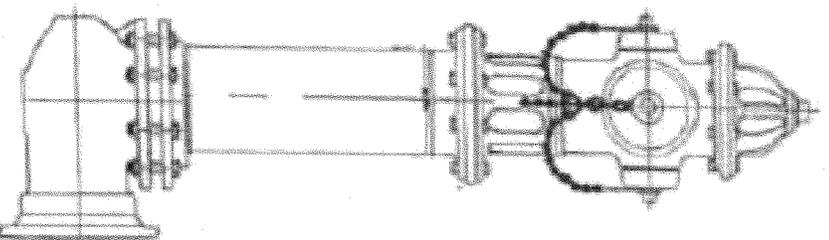
Lincoln Water System  
Fire Hydrant Nozzle and Operating Nut Dimensions



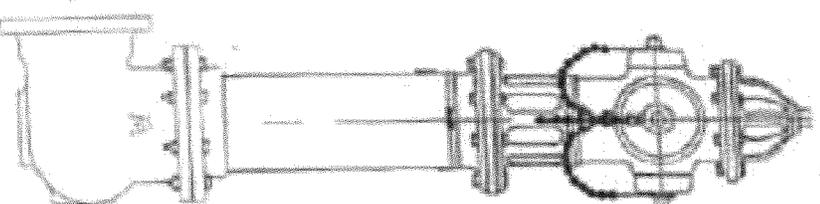
Lincoln Water System

**Hydrant Configuration**

Right Facing Shoe



Left Facing Shoe



SHOES

When facing the large nozzle, the hydrant shoe points RIGHT.

When facing the large nozzle, the hydrant shoe points LEFT.

**Addendum #1  
For  
Annual Supply of Dry Barrel Fire Hydrants  
Bid No. 11-175**

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. Line item #9 in the bid attachments has been deleted as it was a duplicate of line item #8, (Thread) but just in a different format.

All other terms and conditions shall remain unchanged.

Dated this 20th day of July, 2011.

Sharon Mulder  
Asst. Purchasing Agent