

87436

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF VALVE BOXES FOR LWS
BID NO. 11-192
THIRD RENEWAL**

This Amendment is hereby entered into by and between Lincoln Winwater Works Company, 515 NW 27th Street, Lincoln, NE 68528 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated September 14, 2011, under E. O. No. 084383, (the "Agreement"), for **The Annual Supply of Valve Boxes for LWS, Bid No. 11-192**, 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 \$79,000.00 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 \$79,000.00 without prior approval by the City of Lincoln
- 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>14th</u> day
of <u>August</u> 2014
 <hr/> 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)	Lincoln Winwater
By: (Please Sign)	Nathan Kollars
By: (Please Print)	Nathan Kollars
Title: (Please Print)	Sales Representative
Company Address: (Please Print)	515 NW 27 th St. Ste 2 Lincoln NE 68528
Company Phone & Fax: (Please Print)	402 438 2988 402 438 2992
E-Mail Address: (Please Print)	nmkollars@winwaterworks.com
Date: (Please Print)	7/21/14
Contact Person For: "Orders or Service" (Please Print)	Nate Kollars or Craig Buchanan
Phone Number: (Please Print)	402 438 2988

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF VALVE BOXES FOR LWS
BID NO. 11-192
SECOND RENEWAL

This Amendment is hereby entered into on this 16 day of Aug, 2013 by and between Lincoln Winwater Works Company, 535 NW 27th Street, Lincoln, NE 68528 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated September 14, 2011, under E. O. No. 084383, (the "Agreement"), for The Annual Supply of Valve Boxes for LWS, Bid No. 11-192, 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

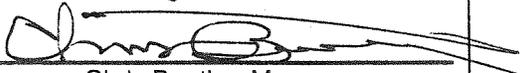
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from September 14, 2013 through September 13, 2014.
- 2) 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>16th</u> day of <u>August</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)	<u>Lincoln Winwater</u>
By: (PLEASE PRINT)	<u>Nathan Kollars</u>
By: (PLEASE SIGN)	
Title:	<u>Customer Service</u>
Company Address: (PLEASE PRINT)	<u>515 NW 27th St. Ste 2 Lincoln NE 68528</u>
Company Phone & Fax: (PLEASE PRINT)	<u>402 438 2988 402 438 2992</u>
E-Mail Address: (PLEASE PRINT)	<u>nm.kollars@winwaterworks.com</u>
Date:	<u>7-29-13</u>

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
VALVE BOXES FOR LWS
BID 11-192**

**Lincoln Winwater Works Company
535 NW 27th Street
Lincoln, NE 68528
402.438.2988**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2011, by and between **Lincoln Winwater Works Company, 535 NW 27th Street, Lincoln, NE 68528**, 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 Valve Boxes for LWS, Bid No. 11-192** 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) additional one (1) year terms.
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.

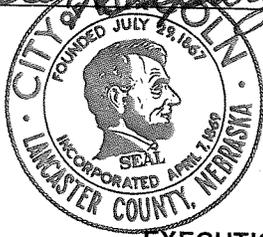
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier Deputy
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Executive No. 84383

dated 9-14-11

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Lincoln Winwater
Name of Corporation

515 NW 27th Street Ste. 2 Lincoln NE 68528
(Address)

By: Ned Koller
Duly Authorized Official

Sales Representative
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	Shelly Hinze, Buyer	Address	Purchasing\City & County	Address	LWS Distribution Shop
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		2021 North 27th
Phone	1 (402) 441-8313		Lincoln, NE 68508	Contact	Lincoln, NE 68503
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer		Chuck Turner
Bid Number	11-192 Addendum 1	Department		Department	
Title	Annual Supply of Valve Boxes for LWS	Building		Building	
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	08/05/2011	Telephone	1 (402) 441-8313	Telephone	(402) 441 8493
Close Date	8/19/2011 12:00:00 PM CST	Fax	1 (402) 441-6513	Fax	
Need by Date		Email	rhinze@lincoln.ne.gov	Email	cturner@lincoln.ne.gov

Supplier Information

Company Lincoln Winwater Works Company
 Address 535 NW 27th Street
 Lincoln, NE 68528

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 4382988
 Fax 1 (402) 4382992
 Email
 Submitted 8/16/2011 5:09:24 PM CST
 Total \$48,613.70

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Product Information	I acknowledge that I have attached the information of the product that I am bidding per section 3 of the specifications	Y
4	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
5	Terms & Conditions	I acknowledge reading and understanding the Terms and Conditions.	Yes
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Escallation/De-escalation	(a) Are your bid prices firm for a one (1) year contract period. YES or NO (b) Are your bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a) Yes (b) No
9	Contact	Name of person submitting this bid:	Nate Kollars
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	480	EA	4 Ft. bottom section to fit plastic valve box	\$21.00
Manufacturer: Armor or Equivalent Manufacturer #: 111051				
Item Notes: If bidding an equivalent list your mfg with part number in the supplier notes section of the bid.				
Supplier Notes:				
2	480	EA	Full-flanged ring to fit plastic valve box	\$20.35
Manufacturer: Armor or Equivalent Manufacturer #: 111063				
Item Notes: If bidding an equivalent list your mfg with part number in the supplier notes section of the bid.				
Supplier Notes:				
3	720	EA	24½" VB top sections for plastic valve box	\$22.00
Manufacturer: Armor or Equivalent Manufacturer #: 111038				
Item Notes: If bidding an equivalent list your mfg with part number in the supplier notes section of the bid.				
Supplier Notes:				
4	240	EA	20" Extension for plastic valve box	\$15.97
Manufacturer: Armor or Equivalent Manufacturer #: 111146				
Item Notes: If bidding an equivalent list your mfg with part number in the supplier notes section of the bid.				
Supplier Notes:				
5	480	EA	Valve box lid marked "Water" to fit plastic valve box ring	\$13.68
Manufacturer: Armor or Equivalent Manufacturer #: 111026				
Item Notes: If bidding an equivalent list your mfg with part number in the supplier notes section of the bid.				
Supplier Notes:				
6	10	EA	1" Valve Box Riser	\$7.00
Item Notes:				
Supplier Notes:				
7	10	EA	1 ½" Valve Box Riser	\$8.70
Item Notes:				
Supplier Notes:				

8	10	EA	2" Valve Box Riser	\$8.70
Item Notes:				
Supplier Notes:				
9	10	EA	3" Valve Box Riser	\$12.00
Item Notes:				
Supplier Notes:				
10	10	EA	4" Valve Box Riser	\$14.00
Item Notes:				
Supplier Notes:				
11	10	EA	5" Valve Box Riser	\$15.00
Item Notes:				
Supplier Notes:				
12	10	EA	6" Valve Box Riser	\$16.25
Item Notes:				
Supplier Notes:				
13	10	EA	Screw Adjustable Valve Box Riser 2 1/2" X 8"	\$27.50
Item Notes:				
Supplier Notes:				
14	10	EA	Slip Adjustable Valve Box Riser 2 1/2" to 8"	\$27.50
Item Notes:				
Supplier Notes:				
15	200	EA	5 1/4" RVB Gasket Seal Armor #111515	\$5.80
Item Notes:				
Supplier Notes:				
Response Total:				\$48,613.70

SPECIFICATIONS FOR VALVE BOXES

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for the Annual Supply of Valve Boxes for Lincoln Water Department.
- 1.2 Vendor shall submit bid documents and all supporting material via E-Bid.
 - 1.2.1 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Shelly Hinze (rhinze@lincoln.ne.gov) Fax:(402)441-6513.
 - 1.2.2 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
- 1.3 The term of this contract will be a (1) year term with the option to renew for (3) three additional (1) one year terms.
- 1.4 Items will be ordered on an as needed basis.
- 1.5 Lincoln Water spends approximately \$45,000.00 yearly on this contract.

2. DELIVERY

- 2.1 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
- 2.2 Deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m. on normal City of Lincoln working days.

3. BIDDING PROCEDURE

- 3.1 Vendor shall attach product information of the item they are bidding in the supplier attachment section of the bid.
 - 3.1.1 Information must list manufacturer and part number with principal dimensions, weight, materials of construction and pressure rating of each item.
 - 3.1.2 If catalog sheets are submitted, the items to be supplied shall be clearly indicated by circling each item or otherwise clearly indicating the pertinent information on each page submitted.

4. VALVE BOXES SPECIFICATIONS

- 4.1 These specifications cover valve boxes and appurtenances manufactured from cast iron and magnetically locatable plastic.
 - 4.1.1 Valve boxes shall be supplied complete with four-foot long lower section designed to fit valve stuffing boxes of valves from 2 inches to 10 inches, with a 2 foot long upper section, full flanged, cast iron valve box ring and cast iron lid.
 - 4.1.2 Valve boxes must be continuously adjustable for the range of burial depths from 4 1/4 feet to 6 feet by means of threaded upper and lower sections.
 - 4.1.3 Inside diameter shall be at least 5-1/4 inch.
 - 4.1.4 Bottom section bell shall be 9-1/8 inch diameter complete with molded pipe knockouts.
 - 4.1.5 Valve box lids and rings must be manufactured from cast iron and shall be of the "full-flanged" variety.
 - 4.1.5.1 The word "water" shall be cast in the lid or face.
 - 4.1.6 Upper and lower sections shall be manufactured from plastic.
 - 4.1.6.1 Plastic valve boxes must have a magnetically locatable upper section.
 - 4.1.7 Valve boxes supplied under these specifications shall interchange with Pentek Armor Valve Box with the "full-flanged" cast iron ring and lid.
 - 4.1.8 Valve box extensions must be fabricated by the same manufacturer used as a source of supply for valve boxes.

- 4.1.8.1 Valve box extensions shall have an overall length equal to the length as specified in the bid line items.
- 4.1.9. Valve box riser shall be manufactured from cast iron and shall fit the valve box as specified in the bid line items.
- 4.1.10 Valve box lid seal shall be Pentek, part number #111515, or equal

5. ACCEPTANCE OF MATERIAL

- 5.1 Orders will normally be made on standard purchase orders issued by the Purchasing Agent.
 - 5.1.1 Orders may be placed by telephone directly by the Lincoln Water System.
 - 5.1.2 In any event, all orders will be assigned an order number.
- 5.2 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall carry the order number assigned by the City of Lincoln.
- 5.3 Contractor shall group materials on his invoices as they are grouped on the City of Lincoln's order.
- 5.4 Contractor shall furnish to the City of Lincoln affidavits from each manufacturer stating that the materials supplied fully conform to these material specifications.

Addendum #1

Annual Supply of Valve Boxes for LWS

Bid No. 11-192

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. Please post previous bid tabulation.

Bid Number	08-240								
Specification Responses				Supply, Inc. of Nebraska		HD Supply Waterworks		Winwater Works	
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended	Unit	Extended
1	4 Ft. bottom section to fit plastic valve box. Armor 111051	EA	480	\$21.88	\$10,502.40	\$22.00	\$10,560.00	\$22.95	\$11,016.00
2	Full-flanged ring to fit plastic valve box. Armor 111063	EA	480	\$26.23	\$12,590.40	\$26.43	\$12,686.40	\$27.36	\$13,132.80
3	24 1/2" VB top sections for plastic valve box. Armor 111038	EA	720	\$21.21	\$15,271.20	\$21.38	\$15,393.60	\$22.13	\$15,933.60
4	20" Extension for plastic valve box. Armor 111146	EA	240	\$15.19	\$3,645.60	\$15.30	\$3,672.00	\$16.00	\$3,840.00
5	Valve box lid marked "Water" to fit plastic valve box ring. Armor 111026	EA	480	\$14.06	\$6,748.80	\$14.15	\$6,792.00	\$15.00	\$7,200.00
6	1" Valve Box Riser	EA	10	\$6.52	\$65.20	\$6.90	\$69.00	\$8.60	\$86.00
7	1 1/2" Valve Box Riser	EA	10	\$8.70	\$87.00	\$10.00	\$100.00	\$12.00	\$120.00
8	2" Valve Box Riser	EA	10	\$8.70	\$87.00	\$11.00	\$110.00	\$13.05	\$130.50
9	3" Valve Box Riser	EA	10	\$11.96	\$119.60	\$14.50	\$145.00	\$16.00	\$160.00
10	4" Valve Box Riser	EA	10	\$14.13	\$141.30	\$18.70	\$187.00	\$20.50	\$205.00
11	5" Valve Box Riser	EA	10	\$15.22	\$152.20	\$20.00	\$200.00	\$21.75	\$217.50
12	6" Valve Box Riser	EA	10	\$16.30	\$163.00	\$22.00	\$220.00	\$24.00	\$240.00
13	Screw Adjustable Valve Box Riser 2 1/2" X 8"	EA	10	\$23.91	\$239.10	\$24.16	\$241.60	\$32.50	\$325.00
14	Slip Adjustable Valve Box Riser 2 1/2" to 8"	EA	10	\$23.91	\$239.10	\$24.16	\$241.60	\$28.50	\$285.00
15	5 1/4" RVB Gasket Seal Armor #111515	EA	200	\$5.36	\$1,072.00	\$5.65	\$1,130.00	\$5.50	\$1,100.00
			Total	\$233.28	\$51,123.90	\$256.33	\$51,748.20	\$285.84	\$53,991.40

All other terms and conditions shall remain unchanged.

Dated this 8th day of August, 2011.

Shelly Hinze
Buyer