

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR GLASS BEADS
BID NO 12-109
SECOND RENEWAL**

This Amendment is hereby entered into on this 5 day of May, 2014 by and between **Swarco Industries, Inc., PO Box 89, Columbia, TN 38402** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **June 11, 2012**, under **D. O. No. 7591**, (the "Agreement"), for **The Annual Requirements for Glass Beads, Bid No. 12-109**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **June 11, 2012 through June 10, 2013**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from **June 11, 2013 through June 10, 2014**,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **June 11, 2014 through June 10, 2015**; and

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

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

- 1) The term of the Agreement shall be from **June 11, 2014 through June 10, 2015**.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **\$13,000.00** without prior approval by the City of Lincoln.
- 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>5</u> day
of <u>May</u> 2014

_____ 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)	Swarco Industries, Inc.
By: (Please Sign)	
By: (Please Print)	Jon Sproul
Title: (Please Print)	President/GM
Company Address: (Please Print)	PO Box 89, Columbia, TN 38402
Company Phone & Fax: (Please Print)	931-388-5900 / 931-388-4039fax
E-Mail Address: (Please Print)	roseann.meredith@swarco.com
Date: (Please Print)	April 22, 2014
Contact Person For: "Orders or Service" (Please Print)	Jamie Taylor
Phone Number: (Please Print)	254-562-9879

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR GLASS BEADS
BID NO 12-109
FIRST RENEWAL**

09240

This Amendment is hereby entered into on this 14 day of May, 2013 by and between **Swarco Industries, Inc., PO Box 89, Columbia, TN 38402** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **June 11, 2012**, under **D. O. No. 7591**, (the "Agreement"), for **The Annual Requirements for Glass Beads, Bid No. 12-109**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **June 11, 2012 through June 10, 2013**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning **June 11, 2013 through June 10, 2014**; and

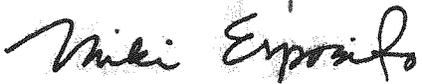
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **June 11, 2013 through June 10, 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.

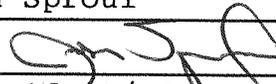
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>14</u> day
of <u>May</u> 2013

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.

Executed this 2nd day of May, 2013

Company Name: (PLEASE PRINT)	Swarco Industries, Inc.
By: (PLEASE PRINT)	Jon Sproul
By: (PLEASE SIGN)	
Title:	President/ General Manager
Company Address: (PLEASE PRINT)	PO Box 89, Columbia, TN 38402 PO Box 89, Columbia, TN 38402
Company Phone & Fax: (PLEASE PRINT)	931-388-5900 / 931-388-4039 fax
E-Mail Address: (PLEASE PRINT)	roseann.meredith@swarco.com

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
GLASS BEADS
BID NO. 12-109**

**Swarco Industries, Inc.
P.O. Box 89
Columbia, TN 38402
931-388-5900**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 11 day of June 2012, by and between Swarco Industries, Inc., P.O. Box 89, Columbia, TN 38402, 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 Glass Beads, Bid No. 12-109 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 1 year term bine June 1, 2012 through May 31, 2013 with the option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Special Provisions
 4. Specifications
 5. Instructions to Bidders

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

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

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jean E. Rose
City Clerk



CITY OF LINCOLN, NEBRASKA

Niki Exposito
Director, Public Works & Utilities

Approved by Directorial Order 07591

dated JUN 11 2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

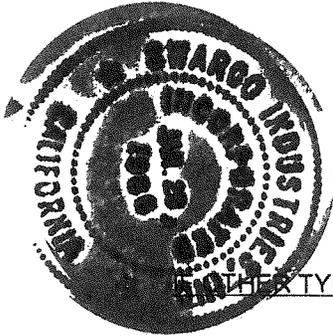
Audrey Morris (SEAL)
Secretary Audrey Morris

Swarco Industries, Inc.
Name of Corporation

PO Box 89 Columbia, TN 38401
(Address)

By: [Signature]
Duly Authorized Official Jon Sproul

President/General Manager
Legal Title of Official



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, Street and Traffic Operations
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent		901 N. 6th Street Lincoln, NE 68508
Phone	(402) 441-7410			Contact	
Fax	(402) 441-6513				
Bid Number	12-109	Department	Purchasing		
Title	Glass Beads	Building		Department	
Bid Type	Bid		Suite 200	Building	
Issue Date	04/20/2012	Floor/Room			
Close Date	5/4/2012 12:00:00 PM CST	Telephone	(402) 441-7428	Floor/Room	
Need by Date		Fax	(402) 441-6513	Telephone	
		Email	smulder@lincoln.ne.gov	Fax	
				Email	

Supplier Information

Company Swarco Industries, Inc.
 Address P.O. Box 89
 270 Rutherford Lane
 Columbia, TN 38402
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (931) 388-5900
 Fax 1 (931) 388-4039
 Email
 Submitted 5/3/2012 4:16:09 PM CST
 Total \$15,070.00

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Contact	Name of person submitting this bid:	Jon Sproul
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
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 _____	1. Firm for 1 year 2. Yes prices are subject to escalation/de-escalation 3. Price will stay firm for 1 year from contract date
8	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	30
9	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
10	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
11	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	440	50 lb bags	Type "A" Glass Beads, Moisture Resistant/Waterborne per specifications	\$19.50
Item Notes: Price per 50 lb. bag and shall include delivery.				
Supplier Notes: Price is ALL OR NONE on both items Price is based on 1 shipment of 880 bags.				
2	440	50 lb. bags	Type "1" Glass Beads, Moisture Resistant/Waterborne as per specifications	\$14.75
Item Notes: Price is per 50 lb. bag and shall include delivery.				
Supplier Notes: Price is ALL OR NONE on both line items 1 and 2. Price is based on 1 shipment of 880 bags.				
Response Total:				\$15,070.00

**CITY OF LINCOLN
ENGINEERING SERVICES
SPECIFICATIONS FOR
GLASS BEADS**

1. GENERAL

- 1.1 Product is to be used for application to waterborne traffic paint.
- 1.2 Glass beads shall be spheres suitable for use on pavement marking materials to provide reflective traffic pavement marking.
 - 1.2.1 The beads shall be transparent, clean, colorless glass, smooth and spherically shaped, and free of imperfections of all types including film, scratches, pits, clusters, milkiness, or excessive air bubbles.
- 1.3 The beads shall have appropriate adherence and moisture resistant coatings to allow the beads to be properly embedded in the pavement marking material with sufficient capillary action to provide good anchorage and refraction.
- 1.4 It is estimated that the City of Lincoln will use approximately 880, 50 lb. bags each year.
 - 1.4.1 Vendors will be asked to submit a cost per each 50 lb bag.

2. CRUSHING RESISTANCE

The average crushing resistance of glass beads shall be 40-pound dead weight for 20 to 30 mesh beads.

3. ROUNDNESS

- 3.1 A minimum of 80 percent of the beads of each sieve size shall be true spheres as determined by ASTM D-1155.

4. INDEX OF REFRACTION

- 4.1 The glass beads shall have a refractive index of not less than 1.50 when tested by the liquid immersion method at 25 degrees C.

5. PROPERTIES OF GLASS BEADS FOR REFLECTORIZATION

- 5.1 **Type A Drop on Glass Beads.** Type A shall be as follows:
 - Sieve Size 14 Percent Passing: 100
 - Sieve Size 18 Percent Passing: 95 - 100
 - Sieve Size 20 Percent Passing: 10 - 50
 - Sieve Size 50 Percent Passing: 0 - 5
- 5.2 **Type 1 Drop on Glass Beads.** Type 1 shall be moisture-resistant and manufactured from glass of a composition that is highly resistant to traffic wear and to the effects of weathering.
 - 5.2.1 Glass beads shall be in accordance with AASHTO M 247, Type 1.
- 5.2 **Chemical Resistance:**
 - 5.2.1 The glass beads shall withstand immersion in water and acids without undergoing noticeable corrosion or etching and shall not be darkened or other wise noticeably decomposed by sulfides.
- 5.3 The tests for chemical resistance shall consist of one hour immersion in water and in solutions of corrosive agents followed by microscopic inspection.
- 5.4 A three to five gram portion of the sample shall be placed in each of three pyrex-glass beakers or porcelain dishes; one sample shall be covered with distilled water, one with a 3N solution of sulfuric acid and the other with a 50% solution of sodium sulfide.

6. FLOW PROPERTIES

- 6.1 The glass beads shall flow freely through the dispensing equipment in any weather suitable for marking.

7. DELIVERY

- 7.1 Unit bid prices shall include all delivery costs, including shipper's charges and unloading

time, at the following delivery point:

City of Lincoln
Traffic Engineering
901 N. 6th Street
Lincoln, NE 68508

- 7.2 Deliveries shall be made between the hours of 7:30 am and 3:30 pm on normal City of Lincoln working days.
- 7.3 All Deliveries shall be made using a flat bed trailer.
 - 7.3.1 **No enclosed trailers shall be allowed.**
- 7.4 Historically, 880 bags are ordered at a time in July.

8. **TERMS OF AGREEMENT**

- 8.1 Term of agreement shall be one (1) year; with option to renew for three (3) additional one (1) year terms.
- 8.2 **The term shall be from June 1, 2012 to May 31, 2013.**

9. **SUPPLEMENTAL INSTRUCTIONS**

- 9.1 Contractor shall submit bid documents and supporting material via e-bid.
- 9.2 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
 - 9.2.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 9.2.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 9.2.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 9.2.3.1 Failure to comply with this directive may result in Vendor bid being rejected.