

**AMENDMENT TO CONTRACT  
ANNUAL SUPPLY OF REED DRILL TAPS  
BID NO. 12-224  
CITY OF LINCOLN  
Price Increase**

This Amendment is hereby entered into by and between **Lincoln WinWater Works Company, 535 NW 27<sup>th</sup> Street, Lincoln, NE 68528** (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract executed under Executive Order No. 085386, dated September 25, 2012, for Annual Supply of Reed Drill Taps, Bid No. 12-224, which is made a part hereof by this reference.

WHEREAS, the parties wish to amend the Contract to reflect a price increase per Attachment A, beginning February 15, 2015; and

WHEREAS, the estimated expenditures for the City for this Contract term shall not exceed \$41,500.00 without approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City E.O. No. 085386, and stated herein the parties agree as follows:

- 1) The parties wish to amend the Contract to reflect a price increase per Attachment A, beginning February 15, 2015.
- 2) The estimated expenditures for the City for this Contract term shall not exceed \$41,500.00 without approval by the City of Lincoln.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

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

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

**Official City Use Only**

Dated this <u>16<sup>th</sup></u> day
of <u>March</u> 2015

Chris Beutler, Mayor

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

<b>Company Name:</b>	Lincoln Winwater
<b>By: (PLEASE PRINT)</b>	Nate Kollars
<b>By: (PLEASE SIGN)</b>	<i>Nate Kollars</i>
<b>Title:</b>	Sales Representative
<b>Company Address:</b>	515 NW 27 <sup>th</sup> St., Ste. 2 Lincoln, NE 68528
<b>Company Phone &amp; Fax:</b>	402 438 2988 402 438 2992
<b>E-Mail Address:</b>	nmkollars@winwaterworks.com
<b>Contact Person for "Service or Orders"</b>	Nate Kollars
<b>Contact Phone Number</b>	402 525 2471 cell
<b>Date:</b>	2-17-15

Attachment A

**LINCOLN**  
**Winwater**<sup>™</sup>  
COMPANY  
515 NW 27<sup>th</sup> Street, Ste.2  
Lincoln, NE 68528  
402-438-2988

2/4/15

To Whom It May Concern:

The contract with an annual supply of Reed Drill Taps Bid No. 12-224 is in its second renewal period. Our contract goes through September 24, 2015. The manufacturer, REED, has informed me that they cannot hold their price any longer. I have attached a letter from them stating their price increase. Would it be possible to raise the contract pricing 4.9% on the DT75 & DT100 drill taps for Ductile, & 14.9% on the DT75P & DT100P drill taps for plastic? New pricing would be: DT75 \$119.87, DT100 \$157.73, DT75P \$212.69, DT100P \$264.39. I do believe that you would still be getting a lower price than if you go out for rebid. You might look back at the same contract from before I got it, it may still be under those prices a few years back. Please let me know what you decide. REED manufacturing said their price increase is February 15, 2015.

Nathan Kollars



Lincoln Winwater  
Sales Representative



PIPE TOOLS & VISES  
SINCE 1896

REED MANUFACTURING COMPANY

1425 WEST 8TH STREET, PO. BOX 1321  
ERIE, PENNSYLVANIA U.S.A. 16512-1321  
PHONE 800-666-3691 OR 814-452-3691  
FAX 800-456-1697 OR 814-455-1697  
www.reedmfgco.com

January 19, 2015

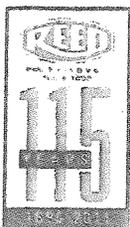
To Whom It May Concern

Dear Sir or Madam:

Reed Manufacturing Company will be changing prices on February 15, 2015 after holding pricing for more than three and a half years. The DT75 & DT100 drill taps will be increasing 4.9% and the DT75P & DT100P drill taps for plastic will be increasing by 14.9%. Our costs have increased on these tools especially the DT75P & the DT100P. We cannot hold pricing on these tools after February 14, 2015

Sincerely,

Patty Soderberg  
Reed Sales Office Manager



OVER 115 YEARS OF PRODUCT INNOVATION

87506

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL SUPPLY OF REED DRILL TAPS  
BID NO. 12-224  
SECOND RENEWAL**

This Amendment is hereby entered into by and between Lincoln Winwater Works Company, 535 NW 27<sup>th</sup> Street, Lincoln, NE 68528 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated September 25, 2012, under E. O. No. 085386, (the "Agreement"), for The Annual Supply of Reed Drill Taps, Bid No. 12-224, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is September 25, 2012 through September 24, 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 September 25, 2013 through September 24, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning September 25, 2014 through September 24, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$34,800.00 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 25, 2014 through September 24, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$34,800.00 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>15<sup>th</sup></u> day of <u>September</u> 2014   <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Chris Beutler, Mayor
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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.

<b>Company Name: (Please Print)</b>	Lincoln Winwater
<b>By: (Please Sign)</b>	<i>Nate Kollars</i>
<b>By: (Please Print)</b>	Nate Kollars
<b>Title: (Please Print)</b>	Sales Representative
<b>Company Address: (Please Print)</b>	515 NW 27th St. Ste 2 Lincoln 68528
<b>Company Phone &amp; Fax: (Please Print)</b>	402 438 2988 402 438 2992
<b>E-Mail Address: (Please Print)</b>	nate.kollars@winwaterworks.com
<b>Date: (Please Print)</b>	8-20-14
<b>Contact Person For: "Orders or Service" (Please Print)</b>	Nate Kollars
<b>Phone Number: (Please Print)</b>	402 438 2988

AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL SUPPLY OF REED DRILL TAPS  
BID NO. 12-224  
FIRST RENEWAL

09895

This Amendment is hereby entered into on this 3 day of September, 2013 by and between Lincoln Winwater Works Company, 535 NW 27<sup>th</sup> Street, Lincoln, NE 68528 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated September 25, 2012, under E. O. No. 085386, (the "Agreement"), for The Annual Supply of Reed Drill Taps, Bid No. 12-224, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is September 25, 2012 through September 24, 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 September 25, 2013 through September 24, 2014; and

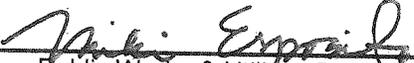
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from September 25, 2013 through September 24, 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>3rd</u> day
of <u>Sept.</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.

Company Name: (PLEASE PRINT)	<u>Lincoln Winwater</u>
By: (PLEASE PRINT)	<u>Nate Kollas</u>
By: (PLEASE SIGN)	
Title:	<u>Customer Service</u>
Company Address: (PLEASE PRINT)	<u>515 NW 27<sup>th</sup> 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>nkollas@winwaterworks.com</u>
Date:	<u>8/19/13</u>



**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL SUPPLY OF  
REED DRILL TAPS  
Bid No. 12-224**

**Lincoln Winwater Works Company  
535 NW 27<sup>th</sup> Street  
Lincoln, NE 68528  
402-438-2988**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between Lincoln Winwater Works Company, 535 NW 27<sup>th</sup> 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 Reed Drill Tabs, Bid No. 12-224  
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 for three (3) additional one (1) year renewals from the date of the executed Contract.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Accepted Proposal/Response
  3. Special Provisions
  4. Instructions to Bidders

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

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

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

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

City Clerk

*Jean E. Rose*



CITY OF LINCOLN, NEBRASKA

Mayor

*Thomas B. ...*

Approved by Executive No. 085386

dated Sept. 25, 2012

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Secretary

*[Signature]*

(SEAL)

Lincoln Winwater  
Name of Corporation

515 NW 27th St, Ste 2 Lincoln, NE 68508  
(Address)

By: [Signature]  
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	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Public Works & Utilities, Water System 2021 N. 27th st. Lincoln, NE 68503
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7410				
Fax	(402) 441-6513				
Bid Number	12-224	Department		Department	
Title	Annual Supply of Reed Drill Taps	Building	Suite 200	Building	
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	08/08/2012	Telephone	(402) 441-7428	Telephone	
Close Date	8/22/2012 12:00:00 PM CST	Fax	(402) 441-6513	Fax	
Need by Date		Email	smulder@lincoln.ne.gov	Email	

## 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 8/22/2012 10:21:00 AM CST  
 Total \$35,730.00

Signature \_\_\_\_\_

Supplier Notes \_\_\_\_\_

Bid Notes \_\_\_\_\_

Bid Activities \_\_\_\_\_

Bid Messages \_\_\_\_\_

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Contact	Name of person submitting this bid:	Nate Kollars
4	Renewal is an Option	Contract Extension Renewal is an option.	Yes
5	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
6	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 _____	a. yes b. NO
7	Not tax exempt	I acknowledge that this project is not tax exempt.	Yes
8	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
9	Delivery	State number of delivery days ARO.  FOB to the City/County at the location specified with all transportation charges paid.	stock to 7 days
10	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
11	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	75	EA	3/4" CC Reed PVC Drill Taps	\$181.00

Manufacturer: Reed

Item Notes: CAT #DT75P, Item #04396

Supplier Notes: DT75P

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please state the Manufacturer.	REED

2	75	EA	1" CC Reed PVC Drill Taps	\$225.00
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Manufacturer: Reed

Item Notes: CAT #DT100P, Item #04397

Supplier Notes: DT100P

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please state the Manufacturer.	REED

3	20	EA	3/4" CC Reed Drill Taps	\$114.00
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Manufacturer: Reed

Item Notes: CAT #DT75, Item #04390

Supplier Notes: DT75

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please state the Manufacturer.	REED

4	20	EA	1" CC Reed Drill Taps	\$150.00
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Manufacturer: Reed

Item Notes: CAT #DT100, Item #04391

Supplier Notes: DT100

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	Please state the Manufacturer.	REED

Response Total: \$35,730.00