

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL SUPPLY OF PORTLAND CEMENT, TYPE I
BID NO. 13-033
SECOND RENEWAL**

This Amendment is hereby entered into by and between **Central Plains Cement Company, 15100 Courtney Atherton Rd., Sugar Creek, MO 64058** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending the Contract dated April 24, 2013, under D. O. No. 86028, (the "Contract"), for the **Annual Supply of Portland Cement, Type 1, Bid No. 13-033** which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is April 24, 2013 through April 23, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by the City D. O. 10932 on April 7, 2014, to renew the Contract for an additional one (1) year term from April 24, 2014 through April 23, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term April 24, 2015 through April 23, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$47,000.00 without prior approval by the City of Lincoln.

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

- 1) The term of the Contract shall be from April 24, 2015 through April 23, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$47,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

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

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page

City of Lincoln Signature Page

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)	Central Plains Cement Company
By: (Please Sign)	<i>Joel Sedlacek</i>
By: (Please Print)	Joel Sedlacek
Title: (Please Print)	Territory Sales Manager
Company Address: (Please Print)	15100 E. Country Atherton Rd. Sugar Creek, MO 64058
Company Phone & Fax: (Please Print)	402-305-3709
E-Mail Address: (Please Print)	<i>jsedlacek@centralplainscement.com</i>
Date: (Please Print)	3/10/15
Contact Person For: "Orders or Service" (Please Print)	Kelly Lemons
Phone Number:	816-257-4059

When mailing please send to the attention of:
Joel Sedlacek

City of Lincoln Signature Page

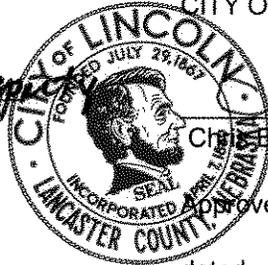
AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL SUPPLY OF PORTLAND CEMENT, TYPE I
Bid No. 13-033
SECOND RENEWAL

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

Brendy L. Duban, Deputy
City Clerk



Chris Heutler
Chris Heutler, Mayor

Approved by Executive Order No. _____

088159

dated _____

4-17-15

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF PORTLAND CEMENT, TYPE I
BID NO: 13-033
FIRST RENEWAL**

This Amendment is hereby entered into on this 7th day of March, 2014 by and between **Central Plains Cement Company, 15100 Courtney Atherton Rd., Sugar Creek, MO 64058** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **April 24, 2013**, under E. O. No. **086028**, (the "Agreement"), for **The Annual Supply of Portland Cement, Type I, Bid No. 13-033**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **April 24, 2013 through April 23, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **April 24, 2014 through April 23, 2015**; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **\$18,000.00** 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 **April 24, 2014 through April 23, 2015**.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **\$18,000.00** 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>7th</u> day
of <u>April</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)	Central Plains Cement Company
By: (Please Sign)	<i>Joel Sedlaack</i>
By: (Please Print)	Joel Sedlaack
Title: (Please Print)	Territory Manager
Company Address: (Please Print)	15100 Country Aerator Road Sugar Creek MO 640
Company Phone & Fax: (Please Print)	402-305-3709 Joels
E-Mail Address: (Please Print)	jsedlaack@centralplainsCement.com
Date: (Please Print)	3-17-14
Contact Person For: "Orders or Service" (Please Print)	Kelly Lemons
Phone Number: (Please Print)	816-257-4059

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
Portland Cement, Type I
Bid No. 13-033**

**Central Plains Cement Company
15100 Courtney Atherton Rd.
Sugar Creek, MO 64058
(402)305-3709**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 24th day of April 2013, by and between Central Plains Cement Company, 15100 Courtney Atherton Rd., Sugar Creek, MO 64058, 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 Portland Cement, Type I, Bid No. 13-033 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 Line 1 and Attachment A

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 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. Attachment A
 4. Special Provisions
 5. Specifications
 6. Instructions to Bidders
 7. Insurance Requirements
 8. Tax Form - Form 13

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

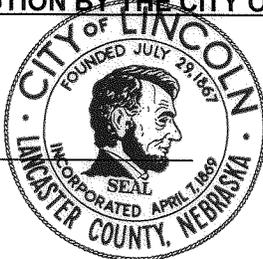
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Mein
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Executive No. 086028

dated 4-24-13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Central Plains Cement Company
Name of Corporation

15100 E Courtney Atherton Road
(Address) Sugar Creek, MO 64058

By: [Signature]
Duly Authorized Official

Territory 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	Suzanne Siemer Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	3200 Baldwin Avenue Lincoln, NE
Email	ssiemer@lincoln.ne.gov	Contact	Suzanne Siemer Asst. Purchasing Agent	Contact	Bub Edwards
Phone	(402) 441-7414				
Fax	(402) 441-6513				
Bid Number	13-033	Department	Purchasing	Department	Building
Title	Annual Supply of Portland Cement, Type I	Building	Suite 200	Floor/Room	Telephone
Bid Type	Bid	Floor/Room		Fax	
Issue Date	01/17/2013	Telephone	(402) 441-7414	Email	
Close Date	2/8/2013 12:00:00 PM CST	Fax	(402) 441-6513		
Need by Date		Email	ssiemer@lincoln.ne.gov		

Supplier Information

Company Central Plains Cement Company
Address 15100 Courtney Atherton Rd.

 Sugar Creek, MO 64058
Contact Joel Sedlacek
Department
Building
Floor/Room
Telephone 1 (402) 305 3709
Fax 1 (402) 614 2009
Email jsedlacek@centralplainscement.com
Submitted 2/7/2013 10:46:28 AM CST
Total \$46,264.50

Signature _____

Supplier Notes

A minimum of 25 tons of cement per truck load ordered will only be accepted.

Bid Notes

If you need assistance in preparing your bid, 1) Click the "Help" button in the upper right hand corner of any screen; 2) Contact our office at 402-441-7417 to set up a training session in Purchasing or assistance over the phone.

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	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	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
8	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
9	Term Clause with Escalation/De-escalation	I acknowledge that the term of the contract will be a one (1) year term from the date of the executed contract with the option to renew for three (3) additional one (1) year periods? Also respond to (a) through (c) below: (a) Bid prices firm for the first full contract period and renewals. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Agree to 1 year with option
10	Delivery	Indicate the number of delivery days after receipt of order F.O.B. to the location specified with all transportation charges paid?	1 day (24 hours)
11	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
12	References	I have attached my References to the Response Attachment section of this bid.	Yes

13 Numbers in Price Box

 I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items.

Yes

14 Contact

Name of person submitting this bid:

Joel Sedlacek

15 Electronic Signature

Please check here for your electronic signature.

Yes

Line Items

#	Qty	UOM	Description	Response
1	345	TONS	PORTLAND CEMENT, TYPE I	\$134.10

Item Notes:

Supplier Notes: A minimum of 25 tons of cement per truck load ordered will only be accepted.

Response Total: \$46,264.50



**Central Plains
Cement Company**

Suzanne Siemer
City of Lincoln
440 S. 8th St
Lincoln, NE 68508

March 5, 2013

Suzanne:

For the bid from Central Plains Cement Company for bid # 13-033, the quoted price of \$134.10/ton is a delivered price with the fuel surcharge included.

Thanks,

Joel Sedlacek
Territory Manager
Central Plains Cement Company
jsedlacek@centralplainscement.com
9805 S. 176th St
Omaha, NE 68136
C 402-305-3709
F 402-614-2009

15100 East Courtney Atherton Road, Sugar Creek, MO 64058
816.257.4028 Office
2802 N. 145th E Avenue, Tulsa, OK 74116
918.437.3902 Office

**SPECIFICATIONS
ANNUAL SUPPLY OF
PORTLAND CEMENT, TYPE I**

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln (hereinafter referred to as City) is requesting bids for Annual Supply of Portland Cement, Type I.
- 1.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Suzanne Siemer, Asst. Purchasing Agent (ssiemer@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.3.2 Purchasing shall reply to written inquiries received within five (5) calendar days of Proposal opening.
 - 1.3.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.3.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.4 Prices must include delivery, FOB destination, to the location listed in the delivery section.
- 1.5 The term of the contract shall be one (1) year from date of execution by all parties with the option to renew for three (3) additional one (1) year terms.
 - 1.5.1 Please indicate in your e-bid response if renewal is an option.
- 1.6 The quantity stated in the e-bid is an estimated quantity.
- 1.7 The Contractor shall not commence work under this agreement until the company has obtained the insurance required, and such insurance has been approved by the City Attorney (see the "Insurance Requirements" attachment to be used for all City Contracts).

2. PRODUCT SPECIFICATIONS

- 2.1 Portland Cement, Type I must conform to AASHTO Designation: M85-12 (ASTM Designation: C150-12).
- 2.2 Portland Cement will be used for the production of Portland Cement Concrete in City-owned Mobil Concrete Mixer, Cementec Model MCD7-100H.

3. MIX CYCLE

- 3.1 The mix cycle for the Cementec Model MCD7-100H Mobil Concrete Mixer is approximately fifty (50) seconds.
- 3.2 Supplier must lab test their product to be assured that a false set condition will not occur with the short mix cycle.
 - 3.2.1 In the event that false set occurs during the actual use of the product, the City may cancel the contract.

4. DELIVERY

- 4.1 Delivery point shall be to the following location:
 - 4.1.1 Public Works Department NE District Maintenance Facility
3200 Baldwin Ave.
Lincoln, Nebraska
- 4.2 Product shall be delivered by truck equipped to pump or blow the cement into the City's cement storage silo.

5. **AWARD INFORMATION**

5.1 Bid will be awarded based on:

5.1.1 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.

5.1.2 Previous and current contract performance.

5.1.2.1 Provide at least two (2) references of customers whom you have sold the exact product being requested on a similar scale.

5.1.2.2 Include Company Name, Address, Contact Name, Contact Phone Number and size/scope of contract on company letterhead and include it in the Response Attachment section of your e-bid response.

5.1.3 Compliance with requirements as outlined in these specifications.

5.1.4 Length of time to receive materials an order has been placed.