

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
BUTTERFLY VALVES
BID NO. 14-168**

**Mueller Co., Ltd.
500 W. Eldorado Street
Decatur, IL 62525
800.423.1323**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into, by and between **Mueller Co., Ltd., 500 W. Eldorado Street, Decatur, IL 62525**, 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 Butterfly Valves, Bid No. 14-168 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:

The 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. The total cost of products or services for City departments shall not exceed \$67,156.00 during the contract term without approval.

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 **two (2) year term** with the option to renew for one (1) additional two (2) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Specifications
 4. Special Provisions
 5. Instructions to Bidders
 6. Notice to Bidders
 7. Sales Tax Exemption Form

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
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler
Chris Beutler

Resolution No. 88455

dated 8-13-14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Judy Hopkins (SEAL)
~~Secretary~~ Quotations

Mueller Co, LLC
Name of Corporation

500 W. Eldorado St.
(Address) Decatur, IL 62522

By: Kim Sig
Duly Authorized Official

Customer Relations Manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

| Bid Information | | Contact Information | | Ship to Information | |
|-----------------|---|---------------------|---|---------------------|--|
| Bid Creator | Sharon R. Mulder 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) 441-7428 | | | | |
| Fax | (402) 441-6513 | | | | |
| Bid Number | 14-168 | Department | | Department | |
| Title | Annual Supply of Butterfly Valves | Building | Suite 200 | Building | |
| Bid Type | Bid | Floor/Room | | Floor/Room | |
| Issue Date | 06/18/2014 | Telephone | (402) 441-7428 | Telephone | |
| Close Date | 7/2/2014 12:00:00 PM CT | Fax | (402) 441-6513 | Fax | |
| Need by Date | | Email | smulder@lincoln.ne.gov | Email | |

Supplier Information

Company Mueller Co., Ltd.
 Address 500 W. Eldorado Street

 Decatur, IL 62525
 Contact Kim Lillpop
 Department Customer Relations Manager
 Building
 Floor/Room
 Telephone 1 (800) 423-1323
 Fax 1 (217) 425 7537
 Email klillpop@muellercompany.com
 Submitted 7/2/2014 11:06:47 AM CT
 Total \$33,578.00

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 | Specifications | I acknowledge reading and understanding the specifications. | Yes |
| 4 | Bid Documents | I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications. | Yes |
| 5 | Contact | Name of person submitting this bid: | Kim Lillpop |
| 6 | Purchase Order and Delivery Contact | The City/County Purchasing Department issues Purchase Orders via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded. | Kim Lillpop |
| 7 | Delivery | State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid. | 14-28 Days Lead Time - Full Freight Allowed |
| 8 | Renewal is an Option | Contract Extension Renewal is an option. | Yes |
| 9 | Special Provision Term Contract Provisions | I acknowledge reading and understanding the Special Provision Term Contract Provisions. | Yes |
| 10 | 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 _____ | Yes, Yes, Prices firm for 1 year |
| 11 | Valve Requirement Acknowledgment | I have read the specific requirements outlined in Section 7 of the specifications and will provide the documentation for the product I am bidding as required. I further acknowledge that failure to provide the documentation and meet the specification requirements may be cause for rejection of my bid. | Verified specs with plant. Bidding as required. |
| 12 | Electronic Signature | Please check here for your electronic signature. | Yes |

Line Items

| # | Qty | UOM | Description | Response |
|---|-----|-----|------------------------------------|----------|
| 1 | 1 | EA | 12" Butterfly Valve, MJ, Open Left | \$908.00 |

Item Notes:

Supplier Notes: Part # 121JJ-0255-SSLNP2

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------------------|---|--|
| 1 | Manufacturer and Model | Please provide Manufacturer and Model Number of item bidding. | Mueller Co, Model #Lineseal III B3211-23 BFV |

| | | | | |
|---|----|----|------------------------------------|------------|
| 2 | 20 | EA | 16" Butterfly Valve, MJ, Open Left | \$1,375.00 |
|---|----|----|------------------------------------|------------|

Item Notes:

Supplier Notes: Part # 161JJ-0255-SSLNP3

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------------------|---|--|
| 1 | Manufacturer and Model | Please provide Manufacturer and Model Number of item bidding. | Mueller Co, Model #Lineseal III B3211-23 BFV |

| | | | | |
|---|---|----|------------------------------------|------------|
| 3 | 1 | EA | 20" Butterfly Valve, MJ, Open Left | \$2,035.00 |
|---|---|----|------------------------------------|------------|

Item Notes:

Supplier Notes: Part # 201JJ-0255-SSLNP4

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------------------|---|--|
| 1 | Manufacturer and Model | Please provide Manufacturer and Model Number of item bidding. | Mueller Co, Model #Lineseal III B3211-23 BFV |

| | | | | |
|---|---|----|------------------------------------|------------|
| 4 | 1 | EA | 24" Butterfly Valve, MJ, Open Left | \$3,135.00 |
|---|---|----|------------------------------------|------------|

Item Notes:

Supplier Notes: Part # 241JJ-0542-SSLNP4

Item Attributes: Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------------------|---|--|
| 1 | Manufacturer and Model | Please provide Manufacturer and Model Number of item bidding. | Mueller Co, Model #Lineseal III B3211-23 BFV |

Response Total: \$33,578.00

**SPECIFICATIONS
FOR
THE ANNUAL SUPPLY OF
BUTTERFLY VALVES
(Lincoln Water System)**

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 These specifications are for rubber-seated butterfly valves for use in the City of Lincoln's water distribution system.
- 1.2 Materials specified herein shall meet all requirements of the latest/current revision of American Water Works Association AWWA Standard C504 "Rubber-Seated Butterfly Valves", as modified by the supplementary specifications indicated below.
- 1.3 The City intends to enter into a contract from date of execution for two (2) years with the option to renew for one (1) additional two (2) year term.
- 1.4 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.5 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.
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.5.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.5.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.5.3.1 Failure to comply with this directive may result in Vendor bid being

2. BRAND NAMES

- 2.1 In an effort to minimize inventory of parts and to standardize material within the Lincoln Water System, the following materials are the only materials which will be accepted for Lincoln Water System installations:
 - 2.1.1 American Flow Control
 - 2.1.2 Dresser
 - 2.1.3 Pratt Mueller
 - 2.1.4 Kennedy
 - 2.1.5 M & H

3. DEMONSTRATIONS/SAMPLES

- 3.1 Samples of alternates must be tested and approved by the Lincoln Water System one (1) year in advance of bidding.
 - 3.1.1 Samples approved for use within the Lincoln Water System will be included in the list of acceptable material for subsequent bids.
 - 3.1.2 The approval of material for use within Lincoln Water System is vested solely with the City of Lincoln.
 - 3.1.2.1 The City of Lincoln shall determine equivalency based on testing.
- 3.2 All samples shall be delivered to:
 - Lincoln Water System
 - Distribution Shop
 - 2021 North 27th St.
 - Lincoln, Nebraska 68503

4. BIDDING PROCEDURE

- 4.1 If any of the Manufacturers have changed specifications to the parts listed in the Line Items of this bid since 2010, bidder must submit with the bid, without charge, one (1) set of drawings and other information indicating:

- 4.1.1 The manufacturer.
- 4.1.2 The principal dimensions, weight, materials of construction and pressure ratings.
- 4.1.3 Where catalog sheets are submitted, the applicable information must be clearly indicated by circling each item or otherwise clearly indicating the pertinent information on each page submitted.
- 4.1.4 Vendor shall attach this documentation to the Supplier Response section of their Ebid response.
- 4.2 Vendor shall attach Technical Specifications indicating compliance with specifications or exceptions to specifications in the Response Attachment section of the ebid response.

5. **DELIVERY**

- 5.1 Unit bid prices shall include all delivery costs, including shipping charges and unloading time, at the following delivery point:
 - Lincoln Water System
 - Distribution Shop
 - 2021 North 27th Street
 - Lincoln, Nebraska 68503
- 5.2 Deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m. on the normal City of Lincoln workdays.

6. **ACCEPTANCE OF MATERIAL**

- 6.1 Orders may be placed on a standard Purchase Order issued by Purchasing or by telephone directly by Lincoln Water System employees.
 - 6.1.2 In any event, all orders will be assigned an order number.
- 6.2 All correspondence, including acknowledgment of receipt of order, packing lists and invoices, shall carry the order number assigned by the City of Lincoln.
- 6.3 Contractor shall group materials on invoices as they are grouped on the City of Lincoln's order.
- 6.4 With the completion of an order, Contractor shall furnish to the City of Lincoln affidavits from the manufacturer(s) that all material supplied fully conform with the AWWA standards listed in 1.2 above and the supplementary specifications and all test requirements have been met.

7. **BURIED SERVICE BUTTERFLY VALVES**

- 7.1. Butterfly valves supplied under these specifications shall have mechanical joint end connections conforming to ANSI A21.11 (AWWA C111).
 - 7.1.1 All exterior bolts and nuts supplied shall be constructed of stainless steel conforming to AWWA C504.
 - 7.1.2 Tee-head bolts and hex-head nuts supplied as part of the joint materials must be fabricated from stainless steel, "Cor-Ten" or Ductile Durabolt.
 - 7.1.3 Each valve shall be supplied complete with all joint materials necessary to install the valve including:
 - 7.1.3.1 Two mechanical joint gaskets
 - 7.1.3.2 Two mechanical joint glands
 - 7.1.3.3 All tee-head bolts and hex-head nuts required to make up the joints.
- 7.2 Butterfly valves supplied under these specifications shall be Class 150B as defined in AWWA C504 of the latest revision.
- 7.3 All valves shall open by turning the operator nut to the left in a counterclockwise direction (as viewed from the top).
- 7.4 All valves shall be provided with "O" ring seals.
- 7.5 Manual valve operators shall conform to AWWA C504 for Class 150B and shall be capable of developing the specified torques listed in AWWA C504 with a maximum input of 150 ft. lb. on the operating nut.
 - 7.5.1 Operators shall be designed to hold the valve in any intermediate position between fully open and fully closed without creeping or fluttering.
 - 7.5.2 Operators shall be equipped with a standard AWWA two inch square operating nut and shall be fully gasketed and grease packed for buried service.
 - 7.5.3 Operators shall be designed to transmit twice the operator torque specified in

AWWA C504 for Class 150B without damage to the faces of the gear teeth or damage to the contact faces of screw or nut.

- 7.6 All valves shall be epoxy coated on all exterior and interior surfaces in accordance to AWWA C550.
- 7.7 All valves shall be designed for installation with the shaft horizontal and the operating nut vertical.
- 7.8 All valves supplied under the specifications shall be smooth and free from scales, lumps, blisters and defects of every kind which would make the valves unfit for the intended use.
 - 7.8.1 No plugging, burning-in or welding will be accepted.
- 7.9 All valves shall be banded to and shipped on pallets in a manner to prevent loosening of bolts, prevent misalignment of the actuator and to protect interior and exterior coatings.