

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL REQUIREMENTS OF WATER BASE MARKING PAINT
QUOTE NO. 3853
THIRD AND FINAL RENEWAL**

This Amendment is hereby entered into by and between Tighton Tools and Fasteners, 7820 "L" Street, Omaha, NE 68127 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated March 15, 2012, under D. O. No. 07172, (the "Contract"), for the **Annual Requirements of Water Base Marking Paint, Quote No. 3853**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 15, 2012 through March 14, 2013, 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. No. 08709 on February 5, 2013, to renew the Contract for an additional one (1) year term from March 15, 2013 through March 14, 2014; and

WHEREAS, the Contract was amended by the City D. O. No. 10663 on February 5, 2014, to renew the Contract for an additional one (1) year term from March 15, 2014 through March 14, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning March 15, 2015 through March 14, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **\$4,000.00** 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 March 15, 2015 through March 14, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **\$4,000.00** 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.

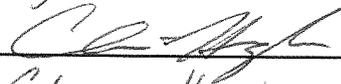
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Official City Use Only

Dated this <u>24</u> day
of <u>March</u> 2015
 _____ Finance 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)	Tighton Tools + Fasteners
By: (Please Sign)	
By: (Please Print)	Chris Hughes
Title: (Please Print)	Sales Representative
Company Address: (Please Print)	7820 L. Street Omaha 68127
Company Phone & Fax: (Please Print))	402-331-5550/402-331-5666
E-Mail Address: (Please Print)	chrish@tighton.com
Date: (Please Print)	3/12/15
Contact Person For: "Orders or Service" (Please Print)	Chris Hughes
Phone Number:	402-669-1139 402-669-1139

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS OF WATER BASE MARKING PAINT
BID NO 3853
SECOND RENEWAL**

This Amendment is hereby entered into on this 20th day of January, 2014 by and between **Tighton Tools and Fasteners, 7820 L Street, Omaha, NE 68127** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **March 15, 2012**, under D. O. No. **07172**, (the "Agreement"), for **The Annual Requirements of Water Base Marking Paint, Bid No. 3853**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **March 15, 2012 through March 14, 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 **March 15, 2013 through March 14, 2014**,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **March 15, 2014 through March 14, 2015**; 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 **March 15, 2014 thru March 14, 2015**.
- 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.

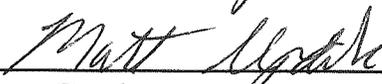
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>5th</u> day
of <u>February</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)	<u>Tighton Tools & Fasteners</u>
By: (PLEASE PRINT)	<u>Matt Urdike</u>
By: (PLEASE SIGN)	
Title: (PLEASE PRINT)	<u>Sales Manager</u>
Company Address: (PLEASE PRINT)	<u>7820 "L" Street Omaha, NE 68127</u>
Company Phone & Fax: (PLEASE PRINT)	<u>402-331-5550 Phone 402-614-0419 Fax</u>
E-Mail Address: (PLEASE PRINT)	<u>MattU@tighton.com</u>
DATE: (PLEASE PRINT)	<u>January 20th 2014</u>

08709

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS OF WATER BASE MARKING PAINT
BID NO 3853
FIRST RENEWAL**

This Amendment is hereby entered into on this _____ day of _____, 2013 by and between **Tighton Tools and Fasteners, 7820 L Street, Omaha, NE 68127** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **March 15, 2012**, under D. O. No. **07172**, (the "Agreement"), for **The Annual Requirements of Water Base Marking Paint, Bid No. 3853**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **March 15, 2012 thru March 14, 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 **March 15, 2013 thru March 14, 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 **March 15, 2013 thru March 14, 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>5th</u> day of <u>February</u> 2013 <i>Miki Espinoza</i> _____ Public Works & Utilities Director
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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.

Executed this 22nd day of January, 2013

Company Name: (PLEASE PRINT)	<i>Tighton Tools & Fasteners</i>
By: (PLEASE PRINT)	<i>Matt Updike</i>
By: (PLEASE SIGN)	<i>Matt Updike</i>
Title:	<i>Sales Manager</i>
Company Address: (PLEASE PRINT)	<i>7820 "L" Street</i>
Company Phone & Fax: (PLEASE PRINT)	<i>402-331-5350 - Phone 402-614-0499 - Fax</i>
E-Mail Address: (PLEASE PRINT)	<i>MattU@Tighton.com</i>

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
OF
WATER BASE MARKING PAINT
BID NO. 3853**

**Tighton Tools and Fasteners
7820 L Street
Omaha, NE 68127
402.331.5550**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **Tighton Tools and Fasteners, 7820 "L" Street, Omaha, NE 68127**, 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 Water Base Marking Paint, Bid No. 3853** 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 terms**.
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. Rous



CITY OF LINCOLN, NEBRASKA

Mike Espino

Public Works & Utilities Director

Approved by Directorial Order _____

dated _____

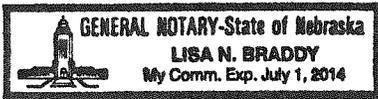
EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

Lisa M. Braddy (SEAL)



TIGHTON TOOLS & FASTENERS, INC

Name of Corporation

7820 L ST OMAHA, NE 68127
(Address)

By: *[Signature]*
Duly Authorized Official

VICE PRESIDENT
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
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68508	Contact
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	
Bid Number	3853	Department		Department
Title	Annual Supply of Water Base Marking Paint	Building		Building
Bid Type	Quote	Floor/Room		Floor/Room
Issue Date	02/15/2012	Telephone	(402) 441-8313	Telephone
Close Date	2/22/2012 10:00:00 AM CST	Fax	(402) 441-6513	Fax
Need by Date		Email	rhinze@lincoln.ne.gov	Email

Supplier Information

Company	Tighton Tools and Fasteners
Address	7820 L Street
	Omaha, NE 68127
Contact	Matt Updike
Department	
Building	
Floor/Room	
Telephone	1 (402) 331-5550 139
Fax	1 (402) 614-0419
Email	mattu@tighton.com
Submitted	2/20/2012 1:07:27 PM CST
Total	\$2,091.50

Signature

Supplier Notes

CASE PRICE @12 CANS PER CASE IS \$28.20
SEYMOUR 20-653 PRECAUTION BLUE

Bid Notes

ALL BIDS MUST BE SUBMITTED ELECTRONICALLY VIA THE CITY/COUNTY EBID SYSTEM!

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/bidinst.ppt>

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	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	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)yes, c)12-31-2012
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	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
7	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	3-4 days normally
8	Equivalent Product	If bidding an alternate I acknowledge I have submit a can of the product I am bidding to: City of Lincoln, Purchasing, Attn: Shelly Hinze 440 South 8th Street Lincoln, NE 68508	Y
9	Contact	Name of person submitting this bid:	RANDY DUNCAN
10	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	890	EA	20 oz. Lead free and V.O.C. compliant water base marking paint with non-clogging inverted tip. Approximately 144 cans are ordered at a time. More orders are placed during the summer months then the winter months. 90% of the color ordered is Precaution Blue. Any color may be ordered at a given time.	\$2.35

Manufacturer: Seymour

Item Notes: Unit price is per (1) one can.
*List your case price of 12 cans per case in your supplier notes
If bidding an alternate you must submit a can of the product you are bidding to: City of Lincoln, Purchasing, Attn: Shelly Hinze, 440 South 8th Street, Lincoln, NE 68508

Supplier Notes: CASE PRICE @12 CANS PER CASE IS \$28.20
SEYMOUR #20-653 PRECAUTION BLUE

Response Total: \$2,091.50

**SPECIAL PROVISIONS
FOR
TERM CONTRACTS**

07172

**PURCHASING DEPARTMENT
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.