

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY FOR SEWER CLEANING HOSE
QUOTE NO. 3942
SECOND RENEWAL

This Amendment is hereby entered into on this 22 day of April, 2014, by and between Elliott Sanitation, 3100 W. 76th St., Davenport, IA 52806 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated April 17, 2012, under D. O. No. 07340, (the "Contract"), for The Annual Supply for Sewer Cleaning Hose, Quote No. 3942 which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is April 17, 2012 through April 16, 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 April 17, 2013 through April 16, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning April 17, 2014 through April 16, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$19,200.00 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 17, 2014 through April 16, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$19,200.00 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 22 day
of April 2014

Miki Erpoulo

Public Works & Utilities

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)	Elliott Sanitation
By: (Please Print)	Rick VanWassenhoue
By: (Please Print)	
Title: (Please Print)	Vice President
Company Address: (Please Print)	3100 W. 76th St Davenport, IA 52806
Company Phone & Fax: (Please Print)	563-391-4840 ext. 2101
E-Mail Address: (Please Print)	elliott@elliottequipco.com
Date: (Please Print)	March 31, 2014
Contact Person For: "Orders or Service" (Please Print)	Mark Van Gurdy
Phone Number: (Please Print)	515-864-1036

08957

**Amendment to Agreement for
Annual Supply for Sewer Cleaning Hose
Quote No. 3942 (First Renewal) with a Price Increase**

This Amendment is hereby entered into on this 1st day of March, 2013, by and between **Elliott Sanitation, 3100 W. 76th St., Davenport, IA 52806** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated April 17, 2012, under D. O. No. 07340, (the "Contract"), for **The Annual Supply for Sewer Cleaning Hose, Quote No. 3942** which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is April 17, 2012 thru April 16, 2013, with the option to extend for three (3) additional one (1) year periods 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 17, 2013, thru April 16, 2014; and

WHEREAS, the parties wish to amend the agreement to reflect a **price increase** for the new term of the agreement as per Attachment A; and

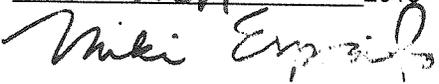
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Directorial Order No. 07340, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning April 17, 2013, thru April 16, 2014.
- 2) The parties agree that the Owners will pay the revised pricing for the items listed in Attachment A, which is attached hereto and made a part hereof by this reference.
- 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>18th</u> day
of <u>March</u> 2013

Public Works & Utilities

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

Dated 3-1-13

Company Name: (PLEASE PRINT)	Elliott Equipment Company
By: (PLEASE PRINT)	Rick VanWassenhove
By: (PLEASE SIGN)	
Title:	Vice President
Company Address: (PLEASE PRINT)	3100 W. 76th St. Davenport IA 52806
Company Phone & Fax: (PLEASE PRINT)	563-391-4840 Fax 563-391-8823
E-Mail Address: (PLEASE PRINT)	elliott@elliottequipco.com



ELLIOTT EQUIPMENT CO.
4000 SE BEISSER DR
GRIMES, IOWA 50111
PHONE: 515-986-9530
MARK VAN GUNDY
SEWER EQUIPMENT SALES
CELL PHONE: 515-864-1036
EMAIL: mark@elliottequipco.com

February 22, 2013

Sharon Mulder
Assistant Purchasing Agent
City of Lincoln, Ne

RE: The Annual Supply for Sewer Cleaning Hose, Quote 3942

Dear Sharon Mulder:

Because of the high rise in plastics, rubber products and resin over the past two years, Elliott Equipment will not be able to renew this contract in its original form. The new price for this product would be \$3.33 per foot. We would look forward to discussing a new competitive price with the City of Lincoln for this product.

Please call me if you have any question and thank you for your interest in Elliott Equipment Company.

Cordially,

A handwritten signature in black ink, appearing to read "Mark Van Gundy", written over a horizontal line.

Mark Van Gundy
Sewer Equipment Sales Manager
Elliott Equipment Company



August 30, 2012

Subject: Price Adjustments
Reference: Sewer/Water Jetting Hose & Accessories

Dear Poly-Flow Distributors,

Since June of 2011, we have worked diligently to provide pricing stability to the marketplace.

While we continue to take aggressive steps to offset the continual escalating costs of raw materials, we have exceeded our ability to absorb and/or offset these increases.

Therefore, effective with shipments on or after October 1, 2012, Poly-Flow will be making a price adjustment of approximately 5% on all hose and fittings. New pricing will be adjusted and forwarded to you.

We truly value your continual support and business!

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Thompson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Joe Thompson
President

Poly-Flow

May 1, 2011

Dear Valued Customer,

Since January of 2009, we have experienced substantial increases in raw materials, transportation, energy costs, etc. Despite our intense efforts to control costs through process improvements, we are no longer able to contain these cost increases. As a result, we will implement a price adjustment effective June 1, 2011. Orders shipped prior to this date will be honored at the old price.

This price adjustment will average approximately 5% on all Sewer/Water Jetting Hose & Accessories. New price lists and special quotations will be updated and sent out within the next two weeks.

We remain committed to providing you products with exceptional performance, outstanding quality, and competitive pricing. If you need additional information regarding this price adjustment, please contact us directly or your local Poly-Flow sales representative.

Thank you for your continued support and promotion of Poly-Flow products.

Sincerely,



Joe Thompson
President

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
FOR
SEWER CLEANING HOSE
QUOTE 3942**

**Elliott Sanitation
3100 W 76th St.
Davenport, IA 52806
563.391.4840**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 17 day of April 2012, by and between **Elliott Sanitation, 3100 W. 76th St., Davenport, IA 52806**, 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 Sewer Cleaning Hose, Quote 3942** 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**.
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

Public Works & Utilities Director

Miki Erpsif

Approved by Directorial Order _____

dated April 17, 2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Elliott Equipment Company
Name of Corporation

3100 W. 76th St. Davenport, IA
(Address) 52806

By: *Rich Vank*
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	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing\City & County	Address	Public Works & Utilities, Wastewater\Solid
Email	smulder@lincoln.ne.gov		440 S. 8th St.		Waste
Phone	(402) 441-7410		Lincoln, NE 68508		2400 Theresa St.
Fax	(402) 441-6513	Contact	Sharon Mulder Asst. Purchasing Agent		Lincoln, NE 68521
Bid Number	3942			Contact	
Title	Annual Supply of Sewer Cleaning Hose	Department		Department	
Bid Type	Quote	Building		Building	
Issue Date	03/23/2012	Floor/Room		Floor/Room	
Close Date	3/28/2012 10:00:00 AM CST	Telephone	1 (402) 441-7428	Telephone	
Need by Date		Fax	1 (402) 441-6513	Fax	
		Email	smulder@lincoln.ne.gov	Email	

Supplier Information

Company Elliott Sanitation
Address 3100 W 76th St

Davenport , IA 52806
Contact Rick VanWassenhove
Department
Building
Floor/Room
Telephone 1 (563) 391-4840
Fax 1 (563) 391-8823
Email elliottequipco.com
Submitted 3/24/2012 12:04:48 PM CST
Total \$19,200.00

Signature _____

Supplier Notes

Hose will be stored at Elliott Sanitation Company in Lincoln Nebraska

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	Contact	Name of person submitting this bid:	Mark Van Gundy
3	Renewal is an Option	Contract Extension Renewal is an option.	Yes
4	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
5	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
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 _____	Pricing good for first and then would need evaluated
7	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	6,400	Feet	Sewer Cleaning Hose BID BY FOOT ONLY!	\$3.00

Item Notes: Hose shall meet or exceed the following requirements:

3000 PSI - Series 4630

Bond construction, excellent kink resistance, Blue Color(denotes 3000psi), low coefficient of friction

Excellent cut, gouge and abrasive resistance.

Tube - Polyester Elastomer(cream color)

Reinforcement - 2 Polyester Braids

Cover - Polyurethane blend(turf skin)

Cover Color - Blue, Non-Perforated.

Normal Size - 1" ID / 1.470" OD
Roll consists of 800 feet

Max WP - 3000 PSI

Min Burst - 7500 PSI

Min Bend Radius - 8"

Weight per 100' - 46 lbs.

Temp. - -40 to 125 farenhight

Hose must ship on plastic or wood reels. - No Cardboard Reels!

Spec sheet must be attached to Response Attachments section of Ebid.

Price must include all shipping charges to Lincoln, NE.

A blanket purchase order will be issued for this product for the period of 1 year with orders being placed as needed by various departments.
Contract/Blanket Purchase is for one (1) year with the option to renew for an additional three (3) one (1) year terms.

Supplier Notes:

Response Total: \$19,200.00
