

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF MANHOLE PARTS
QUOTE 4194
SECOND RENEWAL

This Amendment is hereby entered into by and between HD Supply Waterworks, 10707 So. 149th St., Omaha, NE 68127 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated October 16, 2012, under D. O. No. 08257, (the "Agreement"), for The Annual Supply of Manhole Parts, Quote No. 4194, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is October 16, 2012 through October 15, 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 October 16, 2013 through October 15, 2014,

WHEREAS, the parties wish to renew the agreement with a price increase, per attachment A, for an additional one (1) year term beginning October 16, 2014 through October 15, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$14,500.00 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 parties wish to renew the agreement with a price increase, per attachment A, for an additional one (1) year term beginning October 16, 2014 through October 15, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$14,500.00 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 29th day
of September 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)	HD Supply Waterworks
By: (Please Sign)	Elizabeth Grazier
By: (Please Print)	Elizabeth Grazier
Title: (Please Print)	Operations Manager
Company Address: (Please Print)	10707 S 149th St, Omaha NE 68138
Company Phone & Fax: (Please Print)	800.247.6811 402.896.6579
E-Mail Address: (Please Print)	elizabeth.grazier@hdsupply.com
Date: (Please Print)	9-11-14
Contact Person For: "Orders or Service" (Please Print)	Elizabeth Grazier
Phone Number:	800.247.6811



PS Bid #: EAG23710
Job Name: 4194
Location:
Customer: LINCOLN PUBLIC WORKS & UTIL
Engineer:
Bid date: 8/27/14

Mincron #: 3940430
Salesman: JOE MCLAUGHLIN
Branch: HDSWW - 237
Phone: (402) 896-6173
Fax: (402) 896-6379
Mobile: (402) 430-9920

Seq#	Qty	Description	Units	Price	Ext. Price
1	6	CRETEX 36-24F-200 2" PRO-RING FINISH 36X24	EA	56.00	336.00
2	6	CRETEX 36-24G-200 2 PRO-RING GRADE 36X24	EA	56.00	336.00
3	6	CRETEX 36-24G-400 4 PRO-RING GRADE 36X24	EA	96.00	576.00
4	6	CRETEX 36-24G-600 6 PRO-RING GRADE 36X24	EA	136.00	816.00
5	6	CRETEX 36-24G-200F 2 PRO-RING FLAT 36X24	EA	56.00	336.00
6	6	CRETEX 36-24G-400F 4 PRO-RING FLAT 36X24	EA	120.00	720.00
7	6	CRETEX 36-24G-600F 6 PRO-RING FLAT 36X24	EA	136.00	816.00
8	6	CRETEX 36-24A-100 3/4 TO 1-3/4 ANGLE PRO-RING 36X24	EA	42.00	252.00
9	6	RUBBER MANHOLE SHIMS-BOX/16	EA	23.00	138.00
10	6	RUBBER MANHOLE SHIMS-CASE/64	EA	116.00	696.00
11	6	RUBBER MANHOLE SHIMS-SKID/750	EA	1,350.00	8,100.00

Bid Totals

Sub Total \$13,122.00

Bid Total \$13,122.00

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF MANHOLE PARTS
QUOTE 4194
FIRST RENEWAL**

This Amendment is hereby entered into on this ____ day of _____, 2013 by and between **HD Supply Waterworks, 10707 So. 149th St., Omaha, NE 68127** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **October 16, 2012**, under **D. O. No. 08257**, (the "Agreement"), for The **Annual Supply of Manhole Parts, Quote No, 4194**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **October 16, 2012 through October 15, 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 **October 16, 2013 through October 15, 2014**; and

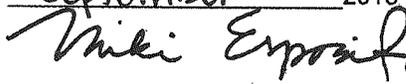
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **October 16, 2013 through October 15, 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>30th</u> day
of <u>September</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)	HD Supply Waterworks
By: (PLEASE PRINT)	Elizabeth Grazier
By: (PLEASE SIGN)	
Title:	Operations Manager
Company Address: (PLEASE PRINT)	10707 S 149 th St, Omaha NE 68138
Company Phone & Fax: (PLEASE PRINT)	800.247.2081 402.896.6379
E-Mail Address: (PLEASE PRINT)	elizabeth.grazier@hdsupply.com
Date:	9-12-13

08257

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
MANHOLE PARTS
QUOTE NO. 4194**

**HD Supply Waterworks
10707 S. 149th St.
Omaha, NE 68127
402.896.6173**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **HD Supply Waterworks, 10707 S. 149th St., 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 Manhole Parts, Quote 4194 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 for a one (1) year term with the 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. Addendums No. 1
 4. Special Provisions
 5. 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:

Jan E. Rose
City Clerk



CITY OF LINCOLN, NEBRASKA

Miki Espinoza
Public Works & Utilities Director

Approved by Directorial Order 08257

dated OCT 16 2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Name of Corporation

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

H O Supply Waterworks
Name of Organization

Limited Partnership
Type of Organization

10707 S 149th St, Omaha, NE 68138
(Address)

By: Chas M Laughlin
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information

Bid Creator Shelly Hinze, Buyer
 Email rhinze@lincoln.ne.gov
 Phone 1 (402) 441-8313
 Fax 1 (402) 441-6513

 Bid Number 4194 Addendum 1
 Title Annual Supply of Manhole Parts
 Bid Type Quote
 Issue Date 09/14/2012
 Close Date 9/20/2012 4:00:00 PM CST
 Need by Date

Contact Information

Address Purchasing
 440 S. 8th St.
 Lincoln, NE 68508
 Contact Shelly Hinze, Buyer
 Purchasing
 Department
 Building
 Suite 200
 Floor/Room
 Telephone 1 (402) 441-8313
 Fax 1 (402) 441-6513
 Email rhinze@lincoln.ne.gov

Ship to Information

Address Public Works & Utilities,
 Wastewater/Solid
 Waste
 2400 Theresa St.
 Lincoln, NE 68521

 Contact

 Department
 Building

 Floor/Room
 Telephone
 Fax
 Email

Supplier Information

Company HD Supply Waterworks
 Address 10707 S 149th St

 Omaha, NE 68127
 Contact Elizabeth Grazier
 Department Customer Service
 Building
 Floor/Room
 Telephone 1 (402) 8966173
 Fax 1 (402) 8966379
 Email elizabeth.grazier@hdsupply.com
 Submitted 9/20/2012 2:37:37 PM CST
 Total \$10,397.46

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	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
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	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
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	No
6	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
7	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 _____	1)Yes, a)Yes, b)No,
8	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	14
9	Contact	Name of person submitting this bid:	Elizabeth Grazier
10	Electronic Signature	Please check here for your electronic signature.	Yes
11	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	6	EA	Finish Ring	\$46.84
			Manufacturer: Pro-Ring or Equivalent Manufacturer #: 36-24F-200	
			Item Notes:	
			Supplier Notes:	
2	6	EA	Grade Ring 2"	\$47.16
			Manufacturer: Pro-Ring or Equivalent Manufacturer #: 36-24G-200	
			Item Notes:	
			Supplier Notes:	
3	6	EA	Grade Ring 4"	\$80.42
			Manufacturer: Pro-Ring or Equivalent Manufacturer #: 36-24G-400	
			Item Notes:	
			Supplier Notes:	
4	6	EA	Grade Ring 6"	\$113.89
			Manufacturer: Pro-Ring or Equivalent Manufacturer #: 36-24G-600	
			Item Notes:	
			Supplier Notes:	
5	6	EA	Flat Ring 2"	\$47.16
			Manufacturer: Pro-Ring or Equivalent Manufacturer #: 36-24G-200F	
			Item Notes:	
			Supplier Notes:	
6	6	EA	Flat Ring 4"	\$80.42
			Manufacturer: Pro-Ring or Equivalent Manufacturer #: 36-24G-400F	
			Item Notes:	
			Supplier Notes:	

7	6	EA	Flat Ring 6"		\$113.90
Manufacturer: Pro-Ring or Equivalent Manufacturer #: 36-24G-600F					
Item Notes:					
Supplier Notes:					
8	6	EA	Angle Ring		\$35.47
Manufacturer: Pro-Ring or Equivalent Manufacturer #: 36-24A-100					
Item Notes:					
Supplier Notes:					
9	6	Boxes of 16	Rubber Manhole Shims		\$18.75
Item Notes:					
Supplier Notes: Sold in boxes of 12 not 16					
10	6	Cases of 64	Rubber Manhole Shims		\$96.70
Manufacturer: Pro-Ring or Equivalent					
Item Notes:					
Supplier Notes:					
11	6	Skids of 750	Rubber Manhole Shims		\$1,052.20
Manufacturer: Pro-Ring or Equivalent					
Item Notes:					
Supplier Notes:					
Response Total:					\$10,397.46

Addendum #1
Annual Supply of Manhole Parts
Quote 4194

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Line items 9, 10 and 11 were added for Rubber Manhole Shims.

All other terms and conditions shall remain unchanged.

Dated this 14th day of August, 2012.

Shelly Hinze,
Buyer