

2257  
C - 15 - 0017

**AMENDMENT TO CONTRACT  
CITY OF LINCOLN/LANCASTER COUNTY  
ANNUAL SUPPLY OF SNOWPLOW NUTS, BLOTS AND WASHERS  
QUOTE NO. 4261  
SECOND RENEWAL**

This Amendment is hereby entered into by and between Fastenal Company, 2001 Theurer Blvd., PO Box 1244, Winona, MN 55987 (hereinafter "Contractor") and Lancaster County and The City of Lincoln (hereinafter "Owners"), for the purpose of renewing Contract C-13-0002, dated January 8, 2013, and E.O. 08515, dated December 17, 2012, (the "Contract"), for The Annual Supply of Snowplow Nuts, Bolts and Washers, Quote No. 4261, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is January 8, 2013 through January 7, 2014, with the option to renew for three (3) additional one (1) year terms; and

WHEREAS, the Contract was amended by the City D.O. 10476 on December 23, 2013, and by the County Contract C-14-0006, executed by the County Board on January 7, 2014, to renew the Contract for an additional one (1) year period from January 8, 2014 through January 7, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning January 8, 2015 through January 7, 2016; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$650.00 without prior approval of the Lancaster County Board of Commissioners.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$2,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-13-0002 and City E.O. 08515, all amendments thereto, and as stated herein, the parties agree as follows:

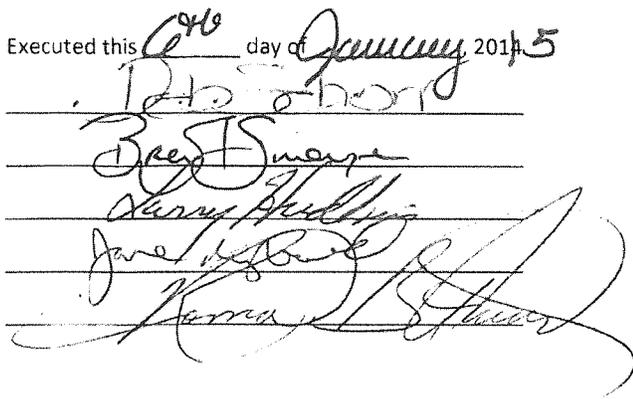
- 1) The Contract shall be renewed for an additional one (1) year term beginning January 8, 2015 through January 7, 2016; and
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$650.00 without prior approval by the Lancaster County Board of Commissioners.
- 3) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$2,000.00 without prior approval by the City of Lincoln.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

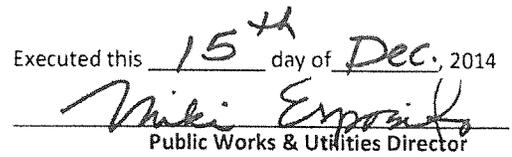
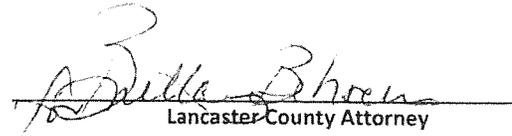
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

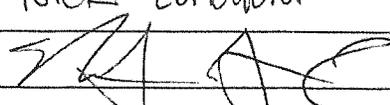
The Board of County Commissioners of  
Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 6<sup>th</sup> day of January, 2015  


Executed this 15<sup>th</sup> day of Dec., 2014  
  
 Public Works & Utilities Director  
  
 Lancaster County Attorney

Supplier, please fill out the following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Fastenal Company
By: (Please Print)	Nick Lundquist
By: (Please Sign)	
Title: (Please Print)	Executive Vice President
Company Address: (Please Print)	2001 Theurer Blvd PO Box 1244 Winona, MN 55987
Company Phone & Fax: (Please Print)	507-313-7633 Fax: 507-494-6423
E-Mail Address: (Please Print)	govbids@fastenal.com
Date: (Please Print)	November 25, 2014
Contact Person for: "Orders or Service" (Please Print)	Nathan Gemmell
Phone Number:	402-476-8000

10476  
C-14-0006  
**RECEIVED**

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN/LANCASTER COUNTY  
ANNUAL SUPPLY OF SNOWPLOW NUTS, BLOTS AND WASHERS  
QUOTE NO. 4261  
FIRST RENEWAL**

JAN 02 2014

LANCASTER COUNTY  
CLERK

This Amendment is hereby entered into on this 7 day of January, 2014, by and between **Fastenal Company, 2001 Theurer Blvd., PO Box 1244, Winona, MN 55987** (hereinafter "Contractor") and **Lancaster County and The City of Lincoln** (hereinafter "Owners"), for the purpose of renewing the **Contract C-13-0002**, dated **January 8, 2013**, and **E.O. 08515**, dated **December 17, 2013**, (the "Contract"), for **The Annual Supply of Snowplow Nuts, Bolts and Washers, Quote No. 4261**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is **January 8, 2013 through January 7, 2014**, with the option to renew for **one (1) additional three (3) year term**; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning **January 8, 2014 through January 7, 2015** and

WHEREAS, the estimated expenditures for *Lancaster County Departments* for the term of this renewal shall not exceed **\$1,400.00** per year without approval by the Lancaster County Board.

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.

WHEREAS, the parties wish to amend the contract to reflect an address change to Fastenal Company, 2001 Theurer Blvd., PO Box 1244, Winona, MN 55987.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County **Contract C-13-0002** and **E.O. 08515**, and stated herein the parties agree as follows:

1. The Contract shall be renewed for an additional one (1) year term beginning **January 8, 2014 through January 7, 2015**.
2. The estimated expenditures for *Lancaster County Departments* for the term of this renewal shall not exceed **\$1,400.00** per year without approval by the Lancaster County Board.
3. 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.
4. The parties wish to amend the contract to reflect an address change to Fastenal Company, 2001 Theurer Blvd., PO Box 1244, Winona, MN 55987.
5. 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.

The Board of County Commissioners of  
Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 7 day of January, 2013

Executed this 23 day of December, 2013

[Signature]  
[Signature]  
[Signature]  
[Signature]

[Signature]  
 Public Works & Utilities Director

[Signature]  
 Lancaster County Attorney

Supplier, please fill in the following information and mail back to our office; a faxed copy is not acceptable.

Company Name:	<u>Fastenal Company</u>
By: (Name & Title)	(Please Print) <u>NATHAN J. LEWIS &amp; ASSOCIATES</u>
By: (Name & Title)	(Please Sign) <u>[Signature]</u>
Company Address:	<u>2001 Theurer Blvd, PO Box 1244, Winona, MN 55987</u>
Company Phone & Fax:	<u>507-313-7633</u>
Date:	Dated this <u>3</u> day of <u>December</u> , 201 <u>3</u>

C-13-0002

RECEIVED

JAN 03 2012

LANCASTER COUNTY  
CLERK

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN/LANCASTER COUNTY  
NEBRASKA**

**ANNUAL SUPPLY  
OF  
SNOWPLOW NUTS, BOLTS AND WASHERS  
QUOTE NO. 4261**

**Fastenal Company  
P.O. Box 348  
Winona, MN 55987  
402-476-8000**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 30 day of November 2012, by and between **Fastenal Company, P.O. Box 348, Winona, MN 55987**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner 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 Snowplow Nuts, Bolts and Washers, Quote 4261** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, 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 Owners have 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 Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal**

2. The Owners agree 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 Owners:

**Owners 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. Owners 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 Owners 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 Owners 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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.
8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract.

9. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Accepted Proposal/Response
  3. Addendum No. 1
  4. Special Provisions
  5. Specifications
  6. Instructions to Bidders
  7. Sales Tax Exemption 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 Owners 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 Owners do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

Jan E. Roach  
City Clerk



CITY OF LINCOLN, NEBRASKA

Mike Espino  
Public Works and Utilities Director

Approved by Directorial Order

08515

dated DEC 17 2012

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

Barbara Johnson  
for Lancaster County Attorney

The Board of County Commissioners of  
Lancaster, Nebraska

June 18/13  
[Signature]  
[Signature]  
**Hudkins Absent**  
**Heier Absent**

dated

11/8/13

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_(SEAL)  
Secretary

Fastenal  
Name of Corporation

500 W. South St. Lincoln, NE 68522  
(Address)

By: Nathan Gemmell  
Duly Authorized Official

Branch 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

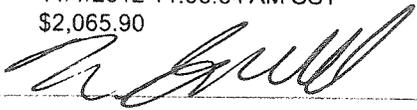
\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

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

Bid Information		Contact Information		Ship to Information
Bid Creator	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	4261 Addendum 1	Department		Department
Title	Annual Supply of Snowplow Nuts, Bolts and Washers (County and City)	Building		Building
Bid Type	Quote	Floor/Room		Floor/Room
Issue Date	11/01/2012	Telephone	1 (402) 441-8313	Telephone
Close Date	11/7/2012 2:00:00 PM CST	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rhinze@lincoln.ne.gov	Email

### Supplier Information

Company	Fastenal Company
Address	p.o. box 348
	Winona, MN 55987
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 476-8000
Fax	1 (402) 476-8188
Email	
Submitted	11/1/2012 11:06:34 AM CST
Total	\$2,065.90
Signature	 Nathan Gemmell

### Supplier Notes

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### Bid Notes

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### Bid Activities

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### Bid Messages

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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 Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	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 _____	A)YES B)YES C) 12/31/13
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	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	1-2 days
9	Contact	Name of person submitting this bid:	D Tice
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

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## Line Items

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#	Qty	UOM	Description	Response
1	200	EA	5/8"- 11 x 2 3/4" Grade 8 #3 Dome Head, Plow Bolt	\$0.75
			Item Notes:	
			Supplier Notes:	
2	600	EA	5/8"- 11 x 2 1/2" Grade 8 #3 Dome Head, Plow Bolt	\$0.53
			Item Notes:	
			Supplier Notes:	
3	200	EA	5/8"- 11 x 2 1/4" Grade 8 #3 Dome Head, Plow Bolt	\$0.53
			Item Notes:	
			Supplier Notes:	
4	200	EA	5/8"- 11 x 2" Grade 8 #3 Dome Head, Plow Bolt	\$0.53
			Item Notes:	
			Supplier Notes:	
5	300	EA	5/8"-11 x 3" Grade 8 #3 Dome Head, Plow Bolt	\$0.65
			Item Notes:	
			Supplier Notes:	
6	450	EA	5/8"-11 x 3 1/2" Grade 8 #3 Dome Head, Plow Bolt	\$0.81
			Item Notes:	
			Supplier Notes:	
7	560	EA	5/8"-11 x 4" Grade 8 #3 Dome Head, Plow Bolt	\$0.84
			Item Notes:	
			Supplier Notes:	
8	100	Ea	5/8"-11 x 5" Grade 8 #3 Dome Head, Plow Bolt	\$0.88
			Item Notes:	
			Supplier Notes:	

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9	2.000	EA	5/8" Heavy-Duty Split Helical Spring Lock Washer	\$0.08
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Item Notes:

Supplier Notes:

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10	800	EA	5/8" Grade 8 Finished Hex Nuts	\$0.135
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Item Notes:

Supplier Notes:

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Response Total:				\$2,065.90
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**Addendum #1  
for  
Annual Supply of Snowplow Nuts, Bolts and Washers  
(County and City)  
Quote 4261**

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 item # 9 quantity has been changed to 2,000.

All other terms and conditions shall remain unchanged.

Dated this 1st day of November, 2012.

Shelly Hinze,  
Buyer