AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL SUPPLY OF RAIN BARRELS AND PARTS
QUOTE NO. 4369
SECOND RENEWAL

This Amendment is hereby entered into by and between **ImageScapes, Inc., 3830 S. 6th St., #7, Lincoln, NE 68502** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending the Contract dated **March 15, 2013**, under **D. O. No. 08940**, (the "Contract"), for the **Annual Supply of Rain Barrels and Parts, Quote No. 4369**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 15, 2013 through March 14, 2014, 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. 10669 on February 7, 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 with a price increase, per Attachment A, 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 $5,000.00 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 parties wish to renew the Contract with a price increase, per Attachment A, for an additional one (1) year term beginning March 15, 2015 through March 14, 2016.
2) The estimated expenditures for City Departments for the term of this renewal shall not exceed $5,000.00 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 5 day
of March 2015

Miki Esposito
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)	ImageScapes Inc
By: (Please Sign)	[illegible]
By: (Please Print)	Jamie Ramaekers
Title: (Please Print)	President
Company Address: (Please Print)	3830 S 6 ST #7 68502
Company Phone & Fax: (Please Print))	402 580 0188 phone
E-Mail Address: (Please Print)	imagescapesLinc@hotmail.com
Date: (Please Print)	2-13-15
Contact Person For: "Orders or Service" (Please Print)	Jamie Ramaekers
Phone Number:	402-580-0188

ATTACHMENT A

ImageScapes, Inc.

3830 S 6th ST
Suite 7
Lincoln NE 68502

Estimate

Date	Estimate #
2/4/2015	3645

Name / Address
City of Lincoln Watershed Management 901 N 6th ST Lincoln, NE 68508

2008, 2009, 2010, 2011, 2012, 2013, 2014
Better Business Bureau Honor Roll
Accredited Business with A+ rating

Item	Description	Qty	Rate	Total
	2015 Rain Barrel Pricing Rain barrel completely assembled - Previous price $107.63; new price $110.32 Rain barrel pre-drilled with parts kit - Previous price $92.25; new price $94.56 Rain barrel non-drilled with parts kit - Previous price $85.08; new price $87.21 2-4-15			

Thank you for your business!
Jamie Ramaekers, President
ph (402) 580-0188
email: imagescapesLinc@hotmail.com

Subtotal	$0.00
Sales Tax (7.0%)	$0.00
Total	$0.00

JR

3830 S 6 ST #7
Lincoln NE 68502

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF RAIN BARRELS AND PARTS
QUOTE NO. 4369
FIRST RENEWAL

This Amendment is hereby entered into on this 23 day of Jan, 2014 by and between **ImageScapes, Inc., ~~2520 Surrey Ct., Lincoln, NE 68512~~** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **March 15, 2013**, under **D. O. No. 08940**, (the "Agreement"), for **The Annual Supply of Rain Barrels and Parts, Quote No. 4369**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **March 15, 2013 through March 14, 2014**, 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 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 through 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 7th day

of February 2014

Vicki Esposito

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)	ImageScapes Inc
By: (PLEASE PRINT)	Jamie Ramaekers
By: (PLEASE SIGN)	
Title:	President
Company Address: (PLEASE PRINT)	~~ImageScapes Inc~~ 3830 S 6 ST Suite #7
Company Phone & Fax: (PLEASE PRINT)	Lincoln NE 68502 Ph (402) 580-0188
E-Mail Address: (PLEASE PRINT)	email: imageScapesLinc@hotmail.com
Date:	1-23-14

08940

CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

ANNUAL SUPPLY
OF
Rain Barrels and Parts
Quote No. 4369

ImageScapes, Inc.
2520 Surrey Ct.
Lincoln, NE 68512
402-580-0188

CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 18 day of February 2013, by and between **ImageScapes, Inc., 2520 Surrey Ct., Lincoln, NE 68512**, 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 Rain Barrels and Parts, Bid No. 4369** 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 line items 1, 3, 5 and 6 of Contractor's 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 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. Special Provisions
   4. Specifications
   5. Instructions to Bidders
   6. 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 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

CITY OF LINCOLN, NEBRASKA

Public Works and Utilities Director

Approved by Directorial Order 08840

dated March 15, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)

Secretary

Image Scapes Inc

Name of Corporation

3830 S 6 ST #7

(Address)

Lincoln NE 68502

By:

Duly Authorized Official

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

Bid Creator	Shelly Hinze, Buyer
Email	rhinze@lincoln.ne.gov
Phone	1 (402) 441-8313
Fax	1 (402) 441-6513
Bid Number	4369
Title	Re-bid Annual Supply of Rain Barrels and Parts
Bid Type	Quote
Issue Date	01/28/2013
Close Date	2/6/2013 2:00:00 PM CST
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68516
Contact	Shelly Hinze, Buyer
Department	Purchasing
Building	
Floor/Room	Suite 200
Telephone	1 (402) 441-8313
Fax	1 (402) 441-6513
Email	rhinze@lincoln.ne.gov

Ship to Information

Address	Watershed Management 901 N. 6th Street Lincoln, NE 68508
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	ImageScapes, Inc.
Address	2520 Surrey Ct Lincoln, NE 68512
Contact	Jamie Ramaekers
Department	
Building	
Floor/Room	
Telephone	1 (402) 580-0188
Fax	1 (402) 423-0204
Email	imagescapeslinc@hotmail.com
Submitted	2/5/2013 2:01:19 PM CST
Total	$27,136.00

Signature _____

Supplier Notes

Quoted with used 55 gallon barrel. If used barrel supply is disrupted or discontinued then this price is no longer valid. City may option for new barrel for additional $55. This applies to ALL line items.

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
4	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
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	Product	Are the barrels 55-60 gallon food barrel? Yes/No _____. If not what type of barrel are you bidding?	yes
7	Barrels	I acknowledge if bidding a food grade barrel vendor must rinsed out the barrel before delivered to remove any food or remaining liquid that was stored in the barrel.	Y
8	Barrel Tops	Vendor may bid on all line items or no bid some items. The department will award the bid with a barrel with or without a lid depending upon what the vendor can supply.	Y
9	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
10	Renewal is an Option	Contract extenstion renewal is an option.	Yes
11	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 escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a=yes, b=yes, c=firm for 1 year, then 2.5% yoy increase
12	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transporation charges paid.	5 days lead time
13	Contact	Name of person submitting this bid:	Jamie Ramaekers
14	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	38	EA	Pre-Drilled Food Grade 55-60 Gallon Barrel with a Removable Top and Parts Kit. Parts Kit shall include: 6" NDS grate 10" and 6" square mosquito rated window screen (4) 1" self tapping screw 2" PVC FPT adapter union 90 degree 2" PVC pipe elbow 12" zip tie ¾" PVC ball valve ¾" threaded brass pipe nipple ¾" PVC adapter	$90.00

Item Notes: Unit price shall include delivery.
Parts kit can be equivalent to parts list. If bidding equivalent list you part kit in the supplier notes.

Supplier Notes:

2	38	EA	Optional - Pre-Drilled Food Grade 55-60 Gallon Barrel with a Removable Top WITHOUT Parts Kit.	$44.00

Item Notes: Unit price shall include delivery.

Supplier Notes:

3	6	EA	Non-Predrilled Food Grade 55-60 Gallon Barrel with a Removable Top and Parts Kit. Parts Kit shall include: 6" NDS grate 10" and 6" square mosquito rated window screen (4) 1" self tapping screw 2" PVC FPT adapter union 90 degree 2" PVC pipe elbow 12" zip tie ¾" PVC ball valve ¾" threaded brass pipe nipple ¾" PVC adapter	$83.00

Item Notes: Unit price shall include delivery.
Parts kit can be equivalent to parts list. If bidding equivalent list you part kit in the supplier notes.

Supplier Notes:

4	6	EA	Optional - Non Pre-Drilled Food Grade 55-60 Gallon Barrel with a Removable Top WITHOUT Parts Kit.	$37.00

Item Notes: Unit price shall include delivery.

Supplier Notes:

5	77	EA	Optional - Parts Kit for a 55-60 Gallon Barrel with a Removable Top Kit shall include: 6" NDS grate 10" and 6" square mosquito rated window screen (4) 1" self tapping screw 2" PVC FPT adapter union 90 degree 2" PVC pipe elbow 12" zip tie ¾" PVC ball valve ¾" threaded brass pipe nipple ¾" PVC adapter	$53.00

Item Notes: Unit price shall include delivery.
Parts kit can be equivalent to parts list. If bidding equivalent list you part kit in the supplier notes.

Supplier Notes:

6	35	EA	Fully Assembled and Functioning 55-60 Gallon Rain Barrel with a Removable Top	$105.00

Item Notes: Unit price shall include delivery.

Supplier Notes:

7	38	EA	Optional Item - Pre-Drilled Food Grade 55-60 Gallon Barrel with a Non-Removable Top and Parts Kit Parts Kit shall include: 3/4" Brass spigot (hose bib) 8" NDS 20, Green Round Structural Foam Polyolefin Grate, to fit 6" opening 6 5/16" to 7 1/16" stainless-steel hose clamp 12" square of fiberglass window screen 1.5" PVC SCH 40 trap adapter with nut 5' section of 1.5" PVC SCH 40 pipe 1.5" PVC SCH 40 with 90 degree elbow	$90.00

Item Notes: Unit price shall include delivery.
Parts kit can be equivalent to parts list. If bidding equivalent list you part kit in the supplier notes.

Supplier Notes:

8	38	EA	Optional - Pre-Drilled Food Grade 55-60 Gallon Barrel with a Non-Removable Top WITHOUT Parts Kit	$44.00

Item Notes: Unit price shall include delivery.

Supplier Notes:

9	6	EA	Optional Item - Non Pre-Drilled Food Grade 55-60 Gallon Barrel with a Non-Removable Top and Parts Kit. Kit shall include: 3/4" Brass spigot (hose bib) 8" NDS 20, Green Round Structural Foam Polyolefin Grate, to fit 6" opening 6 5/16" to 7 1/16" stainless-steel hose clamp 12" square of fiberglass window screen 1.5" PVC SCH 40 trap adapter with nut 5' section of 1.5" PVC SCH 40 pipe 1.5" PVC SCH 40 with 90 degree elbow Optional Item - Assembled 55-60 Gallon Functioning Rain Barrel with a Non-Removable Top	$83.00

Item Notes: Unit price shall include delivery.
Parts kit can be equivalent to parts list. If bidding equivalent list you part kit in the supplier notes.

Supplier Notes:

10	6	EA	Optional - Non Pre-Drilled Food Grade 55-60 Gallon Barrel with a Non-Removable Top Without Parts Kit	$37.00

Item Notes: Unit price shall include delivery.

Supplier Notes:

11	35	EA	Optional - Fully Assembled and Functioning 55-60 Gallon Rain Barrel with a Non-Removable Top	$105.00

Item Notes: Unit price shall include delivery.

Supplier Notes:

12	77	EA	Optional - Parts Kit for a 55-60 Gallon Barrel with a Non-Removable Top Kit shall include: 3/4" Brass spigot (hose bib) 8" NDS 20, Green Round Structural Foam Polyolefin Grate, to fit 6" opening 6 5/16" to 7 1/16" stainless-steel hose clamp 12" square of fiberglass window screen 1.5" PVC SCH 40 trap adapter with nut 5' section of 1.5" PVC SCH 40 pipe 1.5" PVC SCH 40 with 90 degree elbow	$53.00

Item Notes: Unit price shall include delivery.
Parts kit can be equivalent to parts list. If bidding equivalent list you part kit in the supplier notes.

Supplier Notes:

Response Total: $27,136.00

SPECIFICATIONS FOR
RAIN BARRELS AND PARTS

1. **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**
   - 1.1 It is the intent of this specification to describe the minimum acceptable requirements for the Annual Supply for Rain Barrels and Parts to make the rain barrels for the City of Lincoln, NE.
     - 1.1.1 The City of Lincoln Watershed Management Division teaches a series of "Build-Your-Own Rain Barrel Classes" and Artistic Rain Barrel sessions.
     - 1.1.2 Barrels for each class can vary from:
       - 1.1.2.1 Totally assembled
       - 1.1.2.2 Pre-drilled non assembled but shipped with parts
       - 1.1.2.3 Non-drilled and non-assembled but shipped with parts.
   - 1.2 Contractor shall submit bid documents and all supporting material via e-bid.
   - 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Shelly Hinze, Buyer (rhinze@lincoln.ne.gov) Or Fax:(402) 441-6513.
     - 1.3.1 These inquiries and/or responses shall be distributed to prospective Contractor electronically as an addenda.
   - 1.4 The term of contract will be one year (1) with the option to renew for three (3) additional one year terms.

2. **SCOPE**
   - 2.1 The City of Lincoln Watershed Management Division orders approximately eighty (80) 55-gallon barrels over the course of a year.
   - 2.2 Orders are typically 10 barrels at a time.
   - 2.3 Approximately thirty five (35) barrels are delivered fully assembled and ready for designs to be painted on the barrels.
     - 2.3.1 Fully assembled barrels shall come with sealant around hose bib/spigot threads.
   - 2.4 Approximately thirty eight (38) pre-drilled barrels shall be delivered with a kit and unassembled.
     - 2.4.1 Barrels shall have (3) hole(s) drilled for the necessary diameter of the part.
       - 2.4.1.1 Spigot hole near bottom
       - 2.4.1.2 An overflow hole shall be located on the side near the top.
       - 2.4.1.3 Rainwater entry hole shall be located on the top of the barrels lid.
   - 2.5 Approximately six (6) non-drilled barrels shall be delivered with a kit and unassembled.
   - 2.6 Blue or white 55 gallon food grade barrels are preferred see pictures in the attachment section of the bid.