

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
FOR
M & H FIRE HYDRANT PARTS
QUOTE NO. 4862**

**Lincoln Winwater Works Company
515 NW 27th Street, Suite 2
Lincoln, NE 68528
402.438.2988**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between Lincoln Winwater Works Company, 515 NW 27th Street, Suite 2, Lincoln, NE 68528, 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 for M & H Fire Hydrant Parts, Quote No. 4862 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:

The 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. The total cost of products or services for City departments shall not exceed \$12,000.00 during the contract term without approval.

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. 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.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Specifications
 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:

CITY OF LINCOLN, NEBRASKA

City Clerk

Public Works & Utilities Director

Approved by Directorial Order _____

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Lincoln Winwater
Name of Corporation

575 NW 27th St, Ste. 2 Lincoln, NE 68528
(Address)

By: Nathan Keller
Duly Authorized Official

Sales Representative
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

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Mike Egan
Public Works & Utilities Director

Approved by Directorial Order 11572

dated August 6, 2014

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Lincoln Winwater
Name of Corporation

575 NW 37th St., Ste. 2 Lincoln, NE 68528
(Address)

By: Nathan Koller
Duly Authorized Official

Sales Representative
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	LWS Distribution Shop
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		2021 North 27th
Phone	1 (402) 441-8313		Lincoln,, NE 68508	Contact	Lincoln, NE 68503
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	Department	
Bid Number	4862	Department		Building	
Title	Annual Supply - M&H Fire Hydrant Parts - Re-bid	Building		Floor/Room	
Bid Type	Quote	Floor/Room		Telephone	(402) 441 8493
Issue Date	07/07/2014	Telephone	1 (402) 441-8313	Fax	
Close Date	7/11/2014 11:00:00 AM CT	Fax	1 (402) 441-6513	Email	
Need by Date		Email	rhinze@lincoln.ne.gov		

Supplier Information

Company Lincoln Winwater Works Company
 Address 515 NW 27th Street
 Suite 2
 Lincoln, NE 68528
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 4382988
 Fax 1 (402) 4382992
 Email
 Submitted 7/8/2014 1:17:42 PM CT
 Total \$18,147.30

Signature _____

Supplier Notes

Bid Notes

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/veninst.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	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	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
4	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
5	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
6	Sample Contract	I acknowledge reading and understanding the sample contract.	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 _____	a. Yes b. Yes c. 1 year
8	Renewal is an Option	Contract Extension Renewal is an option.	Yes
9	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	5-7
10	Contact	Name of person submitting this bid:	Nathan Kollars
11	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	5 1/4" 129 M & H Open Left Fire Hydrants	\$4,748.50

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer/Model	Please State the Manufacturer & Model of the valve proposed.	Hydrant Repair Parts 5-1/4 129

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	3	EA	#554331 Upper Main Rod	121.00

Supplier Notes:

1.2	1	EA	#554053 Operating Nut, (1 1/2")	115.00
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Supplier Notes:

1.3	1	EA	#201188 Lubricating Plug	5.00
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Supplier Notes:

1.4	1	EA	#454073 Operating Lock Nut	95.00
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Supplier Notes:

1.5	10	EA	#211370 Seal Plate Gasket	12.00
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Supplier Notes:

1.6	10	EA	#210162 Steamer Nozzle Cap Gasket	7.00
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Supplier Notes:

1.7	20	EA	#210041 Hose Nozzle Cap Gasket	6.00
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Supplier Notes:

1.8	20	EA	#211370 Stand Pipe Gasket	12.00
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Supplier Notes:

1.9	1	EA	#557060 Drain Valve	200.00
Supplier Notes:				
1.10	1	EA	#454070 Main Valve Lower Plate	115.00
Supplier Notes:				
1.11	15	EA	#224009 Main Valve Rubber	45.00
Supplier Notes:				
1.12	15	EA	#210219 Lock Ring	3.00
Supplier Notes:				
1.13	1	EA	#455135 Cap Nut	15.00
Supplier Notes:				
1.14	1	EA	#554064 Main Valve Seat	285.00
Supplier Notes:				
1.15	15	EA	#210586 Main Valve Seat O-Ring Upper	5.00
Supplier Notes:				
1.16	6	EA	#224110 Drain Valve Facing	10.00
Supplier Notes:				
1.17	24	EA	#201501 Drain Valve Staples	2.00
Supplier Notes:				
1.18	15	EA	#210581 Lower Stem Seal	4.50
Supplier Notes:				
1.19	10	EA	#210452 Felt	6.00
Supplier Notes:				

1.20	15	EA	#210518 Main Valve Seat O-Ring Lower	5.00
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Supplier
Notes:

1.21	30	EA	#200769 Coupling Bolts	5.00
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Supplier
Notes:

1.22	80	EA	#200924 Breakable Bolt	10.00
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Supplier
Notes:

1.23	80	EA	#200906 Breakable Nut	1.00
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Supplier
Notes:

1.24	15	EA	#454591 Breakable Coupling	40.00
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Supplier
Notes:

1.25	20	EA	#210222 Thrust Washer	9.00
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Supplier
Notes:

1.26	30	EA	#200902 Coupling Nut	3.00
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Supplier
Notes:

2	1	PKG	5 1/4" 129-I "Regent" M & H Open Left Fire Hydrant	\$8,898.30
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Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer & Model	Please State the Manufacturer & Model of the valve proposed.	M&H Hydrant Parts 129-I 5-1/4

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
2.1	10	EA	Traffic Repair Kit	137.00

Supplier
Notes:

2.2	1	EA	#491161 Weather Shield	35.00
Supplier Notes:				
2.3	2	EA	#200372 Flat Hd Screw	3.00
Supplier Notes:				
2.4	1	EA	#210577 Hose Nozzle O-Ring	10.50
Supplier Notes:				
2.5	1	EA	#455573 Operating Nut	125.00
Supplier Notes:				
2.6	5	EA	#210536 Weatherproof O-Ring	6.00
Supplier Notes:				
2.7	1	EA	#454073 Hold Down Nut	120.00
Supplier Notes:				
2.8	20	EA	#210222 Thrust Washer	11.50
Supplier Notes:				
2.9	10	EA	#210915 Bonnet & Drain Ring O-Ring	230.00
Supplier Notes:				
2.10	20	EA	#210506 Rod Bonnet O-Ring	6.00
Supplier Notes:				
2.11	3	EA	#557117 Upper Rod	130.00
Supplier Notes:				
2.12	60	EA	#210162 Pumper Nozzle Cap Gasket	9.00
Supplier Notes:				

2.13	100	EA	#210041 Hose Nozzle Cap Gasket	6.50
Supplier Notes:				
2.14	2	EA	#201172 Socket Head Set Screw	7.50
Supplier Notes:				
2.15	10	EA	#455588 Safety Stem Coupling	40.00
Supplier Notes:				
2.16	20	EA	#201190 Coupling Pin	10.69
Supplier Notes:				
2.17	20	EA	#201191 Coupling Pin Retainer	3.00
Supplier Notes:				
2.18	10	EA	#455374 Safety Flange	43.75
Supplier Notes:				
2.19	6	EA	#224020 Drain Valve Facing	10.00
Supplier Notes:				
2.20	10	EA	#210638 Seat Ring Upper O-Ring	25.70
Supplier Notes:				
2.21	1	EA	#557120 Upper Valve Plate	175.00
Supplier Notes:				
2.22	1	EA	#210911 Pumper Nozzle O-Ring	10.00
Supplier Notes:				
2.23	50	EA	#201194 Lower & Upper Stem Pin	10.00
Supplier Notes:				

2.24	1	EA	#455582 Seat Ring Pin	10.00
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Supplier
Notes:

2.25	10	EA	#210914 Seat Ring Lower O-Ring	23.00
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Supplier
Notes:

2.26	10	EA	#210527 Stand Pipe O-Ring	3.50
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Supplier
Notes:

2.27	10	EA	#224022 Main Valve Rubber	45.00
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Supplier
Notes:

2.28	1	EA	#455378 Lower Valve Plate	80.00
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Supplier
Notes:

2.29	10	EA	#201193 Lower Valve Plate Lock Washer	3.00
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Supplier
Notes:

2.30	1	EA	#201192 Facing pin	8.50
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Supplier
Notes:

3	1	PKG	5 1/4" 929 Reliant M & H Open Left Fire Hydrants	\$4,500.50
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Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer & Model	Please State the Manufacturer & Model of the valve proposed.	Hydrant Repair Parts 5-1/4

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
3.1	5	EA	#555978 Traffic Model Repair Kit	115.00

Supplier
Notes:

3.2	1	EA	#200232 Weather Shield Bolt/Oil Fill Plug	5.50
Supplier Notes:				
3.3	1	EA	#454757 Operating Stem Nut	183.00
Supplier Notes:				
3.4	1	EA	#454759 Weather Shield	28.00
Supplier Notes:				
3.5	1	EA	#454760 Hold Down Nut	105.00
Supplier Notes:				
3.6	1	EA	#455055 Stem Stop	25.00
Supplier Notes:				
3.7	10	EA	#211370 Seal Plate Gaskets	7.00
Supplier Notes:				
3.8	1	EA	#210579 Pumper Nozzle O-Ring	5.00
Supplier Notes:				
3.9	10	EA	#210162 Pumper Cap Gasket	6.50
Supplier Notes:				
3.10	1	EA	# 201159 Hose Nozzle Lock Pin	3.00
Supplier Notes:				
3.11	1	EA	#201160 Pumper Nozzle Lock Pin	3.00
Supplier Notes:				
3.12	5	EA	#557000 Upper Stem	120.00
Supplier Notes:				

3.13	10	EA	#210265 Ground Flange O-Ring Gasket	6.00
Supplier Notes:				
3.14	60	EA	#455081 Breakaway Lug	12.50
Supplier Notes:				
3.15	20	EA	#201199 Clevis Pin	5.00
Supplier Notes:				
3.16	20	EA	#201198 Retaining Clip	3.00
Supplier Notes:				
3.17	10	EA	#454591 Stem Breakaway Coupling	35.00
Supplier Notes:				
3.18	1	EA	#557511 Drain Valve Top Plate	185.00
Supplier Notes:				
3.19	4	EA	#224110 Drain Valve Facing	10.00
Supplier Notes:				
3.20	16	EA	#201501 Staples/Rivets	2.00
Supplier Notes:				
3.21	30	EA	#210218 Thrust Washer	7.00
Supplier Notes:				
3.22	1	EA	#554064 Seat Ring	250.00
Supplier Notes:				
3.23	10	EA	#210586 Seat Ring Seal Upper	5.00
Supplier Notes:				

3.24	10	EA	#210518 Seat Ring Seal Lower	5.00
Supplier Notes:				
3.25	10	EA	#224009 Main Valve	44.00
Supplier Notes:				
3.26	1	EA	#454581L Bottom Plate	30.00
Supplier Notes:				
3.27	1	EA	#210219 Lock Ring	15.00
Supplier Notes:				
3.28	2	EA	#455135 Cap Nut	20.00
Supplier Notes:				
3.29	10	EA	#210581 Lower Stem Seal	5.00
Supplier Notes:				
3.30	1	EA	#210557 Hose Nozzle O-Ring	5.00
Supplier Notes:				
3.31	10	EA	#210041 Hose Cap Gasket	5.00
Supplier Notes:				
3.32	10	EA	#210506 Seal Plate O-Rings	5.50
Supplier Notes:				
3.33	1	EA	#201810 Stem lock pin	6.00
Supplier Notes:				
3.34	1	EA	#210541 Hold down nut O-ring	5.00
Supplier Notes:				

Response Total: \$18,147.30

SPECIFICATIONS

M & H FIRE HYDRANT PARTS

1. SUPPLEMENTAL INSTRUCTION TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for M & H Fire Hydrant Parts for the City of Lincoln, Water System, Lincoln NE.
- 1.2 Contractor shall submit bid documents and supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Shelly Hinze (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.
 - 1.3.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.3.2.1 Failure to comply with this directive may result in Vendor bid being rejected.

2. DELIVERY

- 2.1 Unit bid price shall include all delivery costs, including shipping charges and unloading time, at the following delivery point:
 - Lincoln Water System
 - Distribution Shop
 - 2021 North 27th Street
 - Lincoln, Nebraska 68503
- 2.2 Deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m. on the normal City of Lincoln workdays.

3. ACCEPTANCE OF MATERIAL

- 3.1 Orders may be placed on a standard Purchase Order issued by Purchasing or by telephone directly by Lincoln Water System employees.
 - 3.1.2 In any event, all orders will be assigned an order number.
- 3.2 All correspondence, including acknowledgment of receipt of order, packing lists and invoices, shall carry the order number assigned by the City of Lincoln.
- 3.3 Contractor shall group materials on invoices as they are grouped on the City of Lincoln's order.
- 3.4 With the completion of an order, Contractor may be requested to furnish to the City of Lincoln affidavits from the manufacturer(s) that all material supplied fully conform with the specifications and industry standards.