

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR FIRE APPARATUS PUMP SERVICE TESTING
QUOTE NO. 3849
THIRD AND FINAL RENEWAL**

This Amendment is hereby entered into by and between Emergency Apparatus Maintenance, 7512 4th Avenue, Lino Lakes, MN 55014 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated April 16, 2012, under D. O. No. 07353, (the "Contract"), for the **Annual Requirements for Fire Apparatus Pump Service Testing, Quote No. 3849**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is April 16, 2012 through April 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 Contract was amended by the City D. O. No. 08854 on February 20, 2013, to renew the Contract for an additional one (1) year term from April 16, 2013 through April 15, 2014; and

WHEREAS, the Contract was amended by the City D. O. No. 10916 on April 3, 2014, to renew the Contract for an additional one (1) year term from April 16, 2014 through April 15, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning April 16, 2015 through April 15, 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 for an additional one (1) year term beginning April 16, 2015 through April 15, 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 <u>2</u> day
of <u>March</u> 2015
 _____ Fire Chief

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)	Emergency Apparatus Maint.
By: (Please Sign)	
By: (Please Print)	Rusty Svendsen
Title: (Please Print)	Vice President of Operations
Company Address: (Please Print)	7512 4th Ave Lino Lakes, MN
Company Phone & Fax: (Please Print))	651-786-4463 - 651-786-0517
E-Mail Address: (Please Print)	rustys@eamservice.com
Date: (Please Print)	2-16-15
Contact Person For: "Orders or Service" (Please Print)	Rusty Svendsen
Phone Number:	651-786-4463

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR Fire APPARATUS PUMP SERVICE TESTING
QUOTE NO. 3849
SECOND RENEWAL**

This Amendment is hereby entered into on this 25 day of March, 2014 by and between **Emergency Apparatus Maintenance, 7512 4th Avenue., Lino Lakes, MN 55014** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **April 16, 2012**, under D. O. No. **07353**, (the "Agreement"), for **The Annual Requirements for Fire Apparatus Pump Service Testing, Quote No. 3849**, which is made a part hereof by this reference.

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

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **April 16, 2014 through April 15, 2015**; 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 term of the Agreement shall be from **April 16, 2014 through April 15, 2015**.
- 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 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>25th</u> day
of <u>April</u> 2014
 _____ Fire Chief

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)	Emergency Apparatus Maint.
By: (Please Sign)	Rusty Svendsen
By: (Please Print)	Rusty Svendsen
Title: (Please Print)	Vice President of operations
Company Address: (Please Print)	7512 4 th Ave Lino Lakes, MN
Company Phone & Fax: (Please Print)	651-786-4463 -651-786-0517
E-Mail Address: (Please Print)	rustys@eamservice.com
Date: (Please Print)	3-24-14
Contact Person For: "Orders or Service" (Please Print)	Rusty Svendsen
Phone Number: (Please Print)	800-326-3911

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR FIRE APPARATUS PUMP SERVICE TESTING
QUOTE NO. 3849
FIRST RENEWAL**

This Amendment is hereby entered into on this ____ day of _____, 2013 by and between Emergency Apparatus Maintenance, 7512 4th Avenue., Lino Lakes, MN 55014 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated April 16, 2012, under D. O. No. 07353, (the "Agreement"), for The Annual Requirements for Fire Apparatus Pump Service Testing, Quote No. 3849, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is April 16, 2012 thru April 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 April 16, 2013 thru April 15, 2014; and

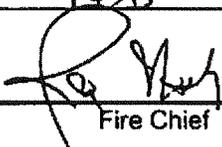
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from April 16, 2013 thru April 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.

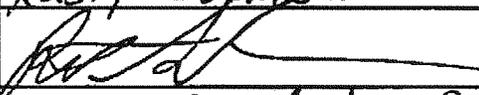
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>20</u> day
of <u>Feb</u> 2013

_____ Fire Chief

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

Executed this 14 day of February, 2013

Company Name: (PLEASE PRINT)	<u>Emergency Apparatus Maintenance</u>
By: (PLEASE PRINT)	<u>Rusty Sundeen</u>
By: (PLEASE SIGN)	
Title:	<u>Vice President of Operations</u>
Company Address: (PLEASE PRINT)	<u>7512 4th Ave., Lino Lakes, MN 55014</u>
Company Phone & Fax: (PLEASE PRINT)	<u>651-786-4463 - / - 651-786-0517</u>
E-Mail Address: (PLEASE PRINT)	<u>rustys@eamservice.com</u>

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
FIRE APPARATUS PUMP SERVICE TESTING
QUOTE 3849**

**Emergency Apparatus Maintenance
7512 4th Ave.
Lino Lakes, MN 55014
651.786.4463**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **Emergency Apparatus Maintenance, 7512 4th Ave., Linco Lakes, MN 55014**, 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 Requirements for Fire Apparatus Pump Service Testing, Quote 3849**
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 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
 4. Special Provisions
 5. Specifications
 6. Instructions to Bidders
 7. Insurance Requirements
 8. 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.

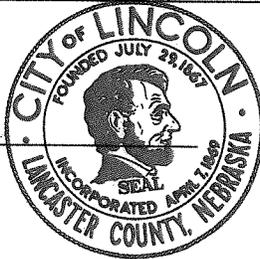
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

James E. Ross
City Clerk



CITY OF LINCOLN, NEBRASKA

Fire Chief For Key

Approved by Directorial Order 07353

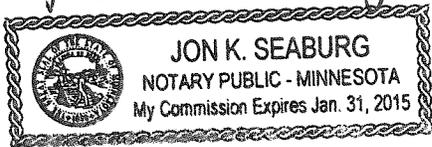
dated 4/16/12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Jon K. Seaburg (SEAL)
Secretary



Emergency Apparatus Maint.
Name of Corporation

7512 4th Ave, Lindo Lakes, MN 55014
(Address)

By: Randy Su
Duly Authorized Official

Vice President of operations
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	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68508	
Fax	1 (402) 441-6513	Contact	Rachelle Hinze, Buyer	Contact
			Purchasing	
Bid Number	3849	Department		Department
Title	Annual Requirements for Fire Apparatus Pump Service Testing	Building	Suite 200	Building
		Floor/Room		Floor/Room
Bid Type	Quote	Telephone	(402) 441-8313	Telephone
Issue Date	02/29/2012	Fax	(402) 441-6513	Fax
Close Date	3/14/2012 2:00:00 PM CST	Email	rhinze@lincoln.ne.gov	Email
Need by Date				

Supplier Information

Company Emergency Apparatus Maintenance
 Address 7512 4th Ave.

 Lino Lakes, MN 55014
 Contact Rusty Svendsen
 Department
 Building
 Floor/Room
 Telephone 1 (651) 786 4463
 Fax 1 (651) 786 0517
 Email rustys@eamservice.com
 Submitted 3/7/2012 10:42:13 AM CST
 Total \$4,645.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the specifications.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	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) No - (c) 2014
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
8	Hourly Rate	List your hourly rate if any requested repairs should be needed.	\$115.00 Per Hour
9	Tagging and Certification	I acknowledge that all pumps that pass all phases of the test will be tagged and certified. paperwork shall be sent to the department.	Y
10	Contact	Name of person submitting this bid:	Rusty Svendsen
11	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	22	EA	Testing Service for 1250 GPM Fire Apparatus	\$205.00

Item Notes: Price should include all expenses including travel and motel for the technicians.

Supplier Notes:

2	1	EA	Testing Service for 250 GPM Polyurethane Skid Unit Pump	\$135.00
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Item Notes:

Supplier Notes:

Response Total: \$4,645.00

**Specification to
Lincoln Fire & Rescue
Annual Fire Apparatus Pump Service Test**

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Annual Fire Apparatus Pump Service Test.
 - 1.1.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.2 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.
 - 1.2.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
- 1.3 The term of contract shall be one (1) year, with the option to renew for no more than three (3) additional one (1) year renewals.
- 1.4 The contract may be terminated by the City upon thirty (30) calendar days advance written notice.

2. SCOPE

- 2.1 Annual pump testing services to be performed on Lincoln Fire & Rescue fire apparatus.
 - 2.1.1 Twenty two (22) - 1250 GPM fire apparatus.
 - 2.1.2 One (1) - 250 GPM polyurethane skid unit pump.
- 2.2 Pump testing shall be performed by using draft method only.

3. SITE LOCATION

- 3.1 Lincoln Fire & Rescue maintenance facility is located at 300 South Street, Lincoln, NE. 68502.
- 3.2 Hydrant water supply is available at location.
- 3.3 110 volt A.C. electrical is available at location.

4. SCHEDULING

- 4.1 Lincoln Fire & Rescue maintenance personnel shall coordinate scheduling the arrival and departure of apparatus.
- 4.2 Fire apparatus personnel will assist with the connection of suction and discharge lines.
- 4.3 Pump testing shall be performed Monday thru Friday on a 8-10 hour work day on or around September 1, of each year during the contract term and completed no later than October 2.

5. PUMP TEST

- 5.1 Pump test shall meet the current NFPA-1911 standards and ISO requirements.

6. BIDDER QUALIFICATIONS

- 6.1 Successful bidder shall have the mechanical ability and inventory of parts available with them to assist Lincoln Fire & Rescue maintenance personnel to make repairs on site as needed to complete pump testing to minimize the need for return visits.
- 6.2 Successful bidder shall have a minimum of three (3) years certified mobile pump testing prior to January 1, 2012.

7. TEST RESULTS

- 7.1 After completion of all twenty three (23) apparatus pump tests, successful bidder shall provide a written and electronic copy of each individual apparatus test results that shall meet the latest NFPA-1911 and ISO requirements.
- 7.2 An ISO pump test certificate shall be provided for each apparatus.

8. TERMINATION FOR CAUSE

- 8.1 If services are found to not be in compliance with the provisions of this agreement; the Owners Agent shall notify the contractor, with follow-up notification in writing, of the complaint for non-compliance.
- 8.2 The contractor shall be given 24 hours to correct the cause of the complaint.
- 8.3 If the Owners Agent issues two (2) written complaints for non-compliance during the contract period, the Owner shall have the right to cancel the contract for services with the contractor.
- 8.4 The Purchasing Agent shall notify the contractor in writing of the cancellation of the contract.
 - 8.4.1 The contract will terminate ten (10) days from the date of mailing of the written notice of cancellation.
 - 8.4.2 In such event, the contractor shall have no liability to the Owner thereunder other than to fully perform such services to the end of said notice period, and the Owner shall have no liability to the contractor except to pay for such services as are actually performed pursuant to the terms of this contract.