

**AMENDMENT TO SPEC. NO. 07-324
AGREEMENT FOR CITY LAST RENEWAL**

This Amendment is hereby entered into on this 15 day of Sept, 2009, by and between **Valmont Industries, Inc., 7002 N. 288th, Valley, NE 68064** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated March 14, 2007, under E. O. No. 80819, (the "Agreement"), for **The Annual Requirements for Traffic/Mast Arm Poles, Spec. No. 07-324**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is November 1, 2007 thru October 31, 2008, with the option to extend for two (2) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for the additional one (1) year term (**last renewal**) beginning November 1, 2009 thru October 31, 2010; and

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

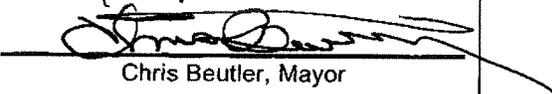
- 1) The term of the Agreement shall be from November 1, 2009 thru October 31, 2010.
- 2) In addition to the above, the following is required by L. M. C. Section 4.66.100(b): All parties of this Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract, as allowed by law.
- 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.

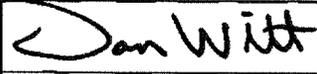
Official City Use Only

Dated this 15 day
of Sept 2009


Chris Beutler, Mayor

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

Executed this 20th day of August, 2009

Company Name: (PLEASE PRINT)	Valmont Industries, Inc.
By: (PLEASE PRINT)	Dan Witt
By: (PLEASE SIGN)	
Title:	VP. Sales
Company Address: (PLEASE PRINT)	P.O. Box 358 Valley, NE 68064
Company Phone & Fax: (PLEASE PRINT)	Ph # 402-359-2201 Fax # 402-359-4025
E-Mail Address: (PLEASE PRINT)	dan.witt@valmont.com

**AMENDMENT TO SPEC. NO. 07-324
AGREEMENT FOR CITY**

81791

This Amendment is hereby entered into on this 26 day of September, 2008, by and between Valmont Industries, Inc. 42799 Q Street Omaha NE 68137 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated March 14, 2007, under E. O. No. 60819 (the "Agreement"), for The Annual Requirements for Traffic Mast Arm Poles, Spec. No. 07-324, a copy of which is attached hereto and made a part hereof by this reference.

WHEREAS, the original term of the Agreement is November 1, 2007 thru October 31, 2008, with the option to extend for two (2) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for the additional one (1) year term beginning November 1, 2008 thru October 31, 2009; 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 November 1, 2008 thru October 31, 2009.
- 2) In addition to the above, the following is required by Ordinance No. 4.66.100(b): All parties of this Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract, as allowed by law.
- 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.

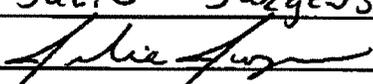
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>16th</u> day
of <u>October</u> 2008
 <u>Chris Beutler, Mayor</u>

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

Executed this 26 day of September, 2008

Company Name: (PLEASE PRINT)	Valmont Industries
By: (PLEASE PRINT)	Julie Jurgens
By: (PLEASE SIGN)	
Title:	Regional Sales Manager
Company Address: (PLEASE PRINT)	7002 N 285th Valley NE 68064
Company Phone & Fax: (PLEASE PRINT)	(402) 895-2001 (402) 895-5808
E-Mail Address: (PLEASE PRINT)	rclark@electricalproductsco.com

COPY

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS FOR
TRAFFIC/MAST ARM POLES
SPECIFICATION 07-324**

**CONTRACTOR:
VALMONT INDUSTRIES, INC.
PO BOX 91410
CHICAGO, IL 60693**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2007, by and between **Valmont Industries, Inc., 12799 "Q" Street, Omaha, NE 68137** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

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 Traffic/Mast Arm Poles, Spec. No. 07-324** 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 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 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, a copy thereof being attached to and made a part of this Contract;

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.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction 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 construct, and compete 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:

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 therefor, 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:

Pricing as stated in your electronic bid proposal.

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The term of agreement shall be one (1) year from **November 1, 2007 thru October 31, 2008**; with option to renew for two (2) additional one (1) year terms.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions, if applicable

CONTRACT AGREEMENT

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 by these presents 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:

Jean E. Ross
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Executive or No. 80819

dated 3/14/08

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Jar L. Payne (SEAL)
Secretary

Walmart Industries
Name of Corporation

P.O. Box 358 Valley NE 68084
(Address)

By: [Signature]
Duty Authorized Official

Vice President Sales & Marketing
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

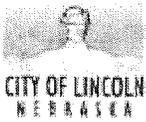
By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature



Server

Home Bids Suppliers
 Draft Issued Closed Awarded Cancelled

Response Detail - Valmont Industries

[Return](#) [History](#)

Bid Information

Organization Lincoln Purchasing (Lincoln Purchasing)
Bid Creator Tom Kopplin Asst. Purchasing Agent
Email
Phone 1 (402) 441-7414
Fax 1 (402) 441-6513
Bid Number 07-324
Bid Title Annual Supply of Traffic/Mast Arm Poles
Bid Type Bid
Bid Security Sealed
Issue Date & Time 10/4/2007 4:19:03 PM Central
Close Date & Time 10/24/2007 12:00:00 PM Central

Contact Information

Address Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508 USA
Ship to Inform *No Ship to Inform.*
Contact Name Tom Kopplin Asst. Purchasing Agent
Contact Phone 1 (402) 441-7414
Contact Fax 1 (402) 441-6513
Contact Email tkopplin@lincoln.ne.gov

Bid Notes

Attachments Allowed No
Response Status Submitted
Response Submitted 10/23/2007 1:04:13 PM Central
Response Total **\$42,123.00**

Supplier Information

Supplier Name Valmont Industries
Address Valmont Industries, Inc. P.O. Box 91410 Chicago, IL 60693
Contact Name
Phone 1 (402) 895-2001
Fax 1 (402) 895-5808
Email

Supplier Note to Buyer

Supplier Notes Poles quoted with a galvanized finish only. N are included.

Respondent

Name Rick Clark
Title
Phone 1 (402) 895-2001
Fax 1 (402) 895-5808
Email rclark@electricalproductsco.com

Bid Attachments

# Name	Description
1 07-324.pdf (1KB) [View]	Specifications
2 Electronic Signature Explanation.pdf (1KB) [View]	Electronic Signature Explanation
3 Instructions - City - B 06-29-07.pdf (1KB) [View]	Instructions to Bidders
4 Inter-Local Purchasing.pdf (1KB) [View]	Inter-Local Purchasing
5 Special Provisions for Commodity Term Contracts - City.pdf (1KB) [View]	Special Provisions for Commodity Term Contra
6 Electronic Signature Explanation.pdf (1KB) [View]	Electronic Signature Explanation
7 Affirmative Action.pdf (1KB) [View]	Affirmative Action

8 Bid Response Information.pdf (1KB) [View]
 9 Mast Arm LSP.pdf (1KB) [View]

Bid Response Information
 Drawings for Lincoln Standard Plans for Mast ,

Items 1-9 shown of 9

Bid Attributes

#	Name	Note	Type	Response
1	Specifications	I acknowledge reading and understanding the specifications.	Checkbox	Yes
2	Terms & Conditions	I acknowledge reading and understanding the Terms and Conditions.	Checkbox	Yes
3	Renewal is an Option	Contract Extension Renewal is an option.	List of Values	Yes
4	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through	Short Text	Bid prices subject to excallation/de-escalation - Bid prices firm for 4
5	Affirmative Action	I acknowledge reading and understanding the Affirmative Action Policy.	Checkbox	Yes
6	Electronic Signature	Please check here for your electronic signature.	Checkbox	Yes
7	Bid Response Information	I acknowledge reading and understanding the Bid Response Information.	Checkbox	Yes
8	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Checkbox	Yes
9	Inter-Local Purchasing	I will honor Inter-Local Purchasing.	List of Values	Yes
10	Lincoln Standard Plans for Mast Arms	I Acknowledge reading and understanding the Lincoln Standard Plans for Mast Arms.	Checkbox	Yes

Items 1-10 shown of 10

Response Attachments

No Response Attachments

Bid Line Items

Line Specification

1 Commodity

Qty UOM Description

1 Each MA1-60

Commodity: Signs, Sign Materials, Sign Making Equipment, and Related Supplies

Item Notes:

Supplier Notes:

2 Commodity

Qty UOM Description

1 Each MA2-55-35-6-3.0

Commodity: Road and Highway Building Materials (Not Asphaltic)

Item Notes:

Supplier Notes:

3 Commodity**Qty UOM Description**

1 Each MA2-32-40-12T-5.0

Commodity: Electrical Equipment and Supplies (Except Cable and Wire)**Item Notes:****Supplier Notes:****4 Commodity****Qty UOM Description**

1 Each MA2-50-40-12T-5.0

Commodity: Electrical Cables and Wires (Not Electronic)**Item Notes:****Supplier Notes:****5 Commodity****Qty UOM Description**

1 Each MA2-60-40-12T-5.0

Commodity: Markers, Plaques and Traffic Control Devices**Item Notes:****Supplier Notes:****6 Commodity****Qty UOM Description**

1 Each MA2-75-40-12T-5.0

Commodity: Power Transmission Equipment - Electrical, Mechanical, Air and Hydraulic**Item Notes:****Supplier Notes:****7 Commodity****Qty UOM Description**

1 Each MA2-70-40-T12T-5.0

Commodity: Radio Communication, Telephone, and Telecommunication Equipment, Accessories, and Supplies**Item Notes:****Supplier Notes:**

Items 1-7 shown of 7