

AMENDMENT TO CONTRACT
Annual Supply
Cold Mix Asphalt
Bid No. 15-168
City of Lincoln and Lancaster County
Renewal with Price Increase
Pavers, Inc.

This Amendment is hereby entered into by and between Pavers, Inc., 12303 Hwy 6, Waverly, NE 68462 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated September 17, 2015 executed under City Executive Order No. 88639, and County Contract C-15-0426, dated September 11, 2015 for Annual Supply - Cold Mix Asphalt, Bid No. 15-168, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is September 17, 2015 through September 16, 2016, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Executive Order No. 89777, executed by the City on September 7, 2016, and by County Contract C-16-0502 executed by the County Board on August 30, 2016, to renew the contract for an additional one (1) year term from September 17, 2016 through September 16, 2017;

WHEREAS, the Contract was amended by City Directorial Order No. 17741, executed by the City on September 5, 2017, and by County Contract C-17-0708 executed by the County Board on August 29, 2017, to renew the contract for an additional one (1) year term from September 17, 2017 through September 16, 2018;

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning September 17, 2018 through September 16, 2019; and

WHEREAS, the parties hereby amend the contract to reflect a price increase, per Attachment A; and

WHEREAS, the expenditures for the City of Lincoln Public Works and Utilities Department for the term of this renewal shall not exceed \$17,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County Engineering Department for the term of this renewal shall not exceed \$3,000.00 without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City E.O. 88639 and County Contract C-15-0426, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning September 17, 2018 through September 16, 2019.
- 2) The parties hereby amend the contract to reflect a price increase, per Attachment A.
- 3) The expenditures for the City of Lincoln Public Works and Utilities Department for the term of this renewal shall not exceed \$17,000.00 without approval by the City of Lincoln.
- 4) The expenditures for Lancaster County Engineering Department for the term of this renewal shall not exceed \$3,000.00 without approval by the Lancaster County Board.

- 5) All other terms of the Contract, not in conflict with this Amendment, shall remain in 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 upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
Annual Supply
Cold Mix Asphalt
Bid No. 15-168
City of Lincoln and Lancaster County
Renewal with Price Increase
Pavers, Inc.**

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
Attn: Brianne Crooks
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: BCrooks@lincoln.ne.gov

Company Name:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service	
Contact Phone Number:	

Vendor Signature Page

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 Attn: Brianne Crooks
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 Lincoln, NE 68508
 Or email to: BCrooks@lincoln.ne.gov

Company Name:	PAVERS INC
By: (Please Sign)	<i>James M. Buel</i>
By: (Please Print)	JAMES M BUEL
Title:	PRESIDENT
Company Address:	12303 HWY 6, WAVERLY NE 68462
Company Phone & Fax:	402.786.5900 402.786.5920
E-Mail Address:	pavers@paversinc.com
Date:	09-07-2019
Contact Person for Orders or Service	MIKE TIDBALL
Contact Phone Number:	402.875.1469

City of Lincoln Signature Page

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EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Public Works and Utilities Department

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
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City of Lincoln and Lancaster County
Renewal with Price Increase
Pavers, Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



PAVERS INC.
12303 HWY 6
WAVERLY, NE 68462

(402) 786-5900
FAX (402) 786-5920
E-MAIL: pavers@paversinc.com

September 6, 2018

Brianne Crooks
City of Lincoln Purchasing Department
440 South 8th Street, Ste 200
Lincoln, NE 68508

RE: Cold Mix Asphalt Contract 15-168 Renewal
Price Increase

Brianne,

I have attached a copy of a Unique Paving Materials invoice from last March stating the price per pound of the oil we use in the cold mix asphalt was \$0.56. I also have an email from August 24, 2018 from Unique Paving Materials stating the price for that oil is now \$0.69 per pound. The \$0.13 difference per pound is \$260 per ton and given that cold mix asphalt has on average 5% oil; we are faced with a per ton price increase of \$13.00 ($\$260.00 \times 5\%$).

Also please note in the last paragraph of the first page of the recent email that we are now required to warm and dry the aggregate through our asphalt plant before it can be mixed with the oil. The additional cost which includes men and machines to transport the material from stockpiles to the plant, fuel to heat the material while it passes through our plant and then transport the warmed, dried aggregate to the pug mill where the cold mix asphalt is manufactured is estimated at \$5.00 per ton.

With the added cost of the oil and extra handling of the aggregate totaling \$18.00 per ton, we are only willing to renew the contract mentioned above if the price is changed from \$109.00 per ton to \$127.00 per ton effective immediately.

Sincerely,



Rick Winters
CFO





INVOICE

Unique
Paving Materials Corp.
"Performance Now and Down the Road"

INVOICE NO. 34949
INVOICE DATE 03/30/18
CUSTOMER ID PAV009
SHIP DATE 03/30/18

REMIT 3993 East 93rd Street
TO Cleveland, OH 44105-4096
(216) 441-4880 • (800) 441-4880
www.UniquePavingMaterials.com

SOLD Pavers, Inc.
TO
12303 Hwy 6
Waverly, NE 68462-

SHIP Pavers, Inc.
TO
12303 US-6
Waverly, NE 68462-
US

ORDER NO.	ORDER DATE	WAREHOUSE	SHIP VIA	P/O NO.	SALESPERSON
014105	03/05/18	JEB	Jebro		PLN - John Kida

ORDER QTY	SHIP QTY	P/N	DESCRIPTION	UNIT PRICE	TOTAL
20,660.00	20,660.00	95-00012	Blend, UPM® Winter Lbs	0.56 LB	11,569.60
204.60	204.60	55-00001	Misc, Pugmill Charges	6.50 TN	1,329.90
			FREIGHT CHARGE		280.21

526
1801
20-0020
M
M

Load needed 3/15/18 @ 12:00pm Central and 2:30 PM
Pugmill Requested 3/15/18 @ 11:00AM Central

Agg: 11569 MD Visc: 600
Mix off transport

Contact - Mike Tidball - 402-786-5900
Rep - John Kida - 816-868-9438

We charge a 15% restocking fee (\$25 minimum) on all returned items.
Please note payment terms.
Past due balances incur finance charges of 1.5% per month.
TERMS: Net 30

SUBTOTAL	13,179.71
SALES TAX	0.00
BALANCE DUE	13,179.71

THANK YOU FOR YOUR BUSINESS!

Rick Winters

Page 1 of 2

From: Mike Tidball
Sent: Thursday, September 6, 2018 3:08 PM
To: Rick Winters
Subject: FW: UPM Production

From: Mike Tidball
Sent: Thursday, September 6, 2018 1:51 PM
To: Mike Tidball <mtidball@paversinc.com>
Subject: Fwd: UPM Production

Sent from my iPhone

Begin forwarded message:

From: Mike Tidball <mtidball@paversinc.com>
Date: September 6, 2018 at 12:44:40 PM CDT
To: Mike Tidball <mtidball@paversinc.com>
Subject: Fwd: UPM Production

Sent from my iPhone

Begin forwarded message:

From: Don Koehler <dkoehler@uniquepavingmaterials.com>
Date: August 24, 2018 at 4:43:32 PM CDT
To: "mtidball@paversinc.com" <mtidball@paversinc.com>
Subject: UPM Production

Have spent significant time testing the aggregate you sent, Unique lab ID Agg. No. 12096. As you are aware there have been significant stripping problems with this aggregate. That was the reason John secured an alternate sample from Ft. Calhoun.

Most of problems were associated with moisture. We tested to aggregate at several moisture levels. The results are not great at moisture levels of one or two percent over the absorption level, this raises concern about ambient mix, even with 90 F plus ambient temperatures.

Another observation was at a specific viscosity, this aggregate has workability less than similar aggregate, do not understand why.

Bottom line, Unique is reluctant to use this aggregate at ambient temperature, only option is to heat aggregate in the plant. Not sure of additional cost to run through plant.



Target production date when pug mill can be in the area is: 9/26/18
Price for UPM Blend is: \$0.69/pound (price increase due to asphalt across the US)
Price for pug: \$6.50/ton
Freight estimate from Jebro, Sioux City, IA: \$25.19/ton (approx. 25 tons x \$25.19 = \$630)

We'll talk Monday.

Don

Don Koehler
VP Sales & Business Development
Unique Paving Materials
216-978-9883
3993 E 93rd Street
Cleveland, OH 44105
dkoehler@uniquepavingmaterials.com

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oil .69/LB 9/2018
.56/LB 3/2018

- 13 LB

\$ 260/TON increase

5% oil in mix = \$13.00/TON

* addition cost to heat aggregate through plant estimated @ \$5.00/TON

Total increased cost 18.00