

AMENDMENT TO CONTRACT
Annual Service
Providing and Delivery of Industrial & Medical Gas
Bid No. 20-001
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Increase
Matheson-Tri Gas

This Amendment is hereby entered into by and between Matheson-Tri Gas, 6901 Cornhusker Highway, Lincoln, NE 68507 (hereinafter “Contractor”) and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter “Owners”), for the purpose of amending the Contract dated February 4, 2020 executed under City Executive Order No. 94028, and County Contract C-20-0046, dated January 28, 2020, and executed by the City of Lincoln-Lancaster County Public Building Commission, on February 11, 2020, for Annual Service – Providing and Delivery of Industrial & Medical Gas, Bid No. 20-001, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is February 11, 2020 through February 10, 2021, 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 Directorial Order No. 25080, executed by the City on January 28, 2021, and by County Contract C-21-0068 executed by the County Board on February 2, 2021, and executed by the City of Lincoln-Lancaster County Public Building Commission on February 9, 2021, to renew the contract for an additional one (1) year term from February 11, 2021 through February 10, 2022; and

WHEREAS, the Contract was amended by City Directorial Order No. 27317, executed by the City on January 21, 2021, and by County Contract C-22-0057 executed by the County Board on January 18, 2022, and executed by the City of Lincoln-Lancaster County Public Building Commission on February 15, 2022, to renew the contract for an additional one (1) year term from February 11, 2022 through February 10, 2023; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning February 11, 2023 through February 10, 2024; 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 for the term of this renewal shall not exceed \$42,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$2,500.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$1,500.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 94028 and County Contract C-20-0046, 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 February 11, 2023 through February 10, 2024.
- 2) The parties hereby amend the Contract to reflect a Price Increase, per Attachment A.
- 3) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$42,000.00 without approval by the City of Lincoln.
- 4) The expenditures for Lancaster County for the term of this renewal shall not exceed \$2,500.00 without approval by the Lancaster County Board.
- 5) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$1,500.00 without approval by the Public Building Commission.
- 6) 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

City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

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Please sign, date and return within 2 days of receipt.

Email to: Sandy Rocke at: srocke@lincoln.ne.gov

Company Name:	Matheson, Gas
By: (Please Sign)	<i>[Signature]</i>
By: (Please Print)	Karen Gilgenbach
Title:	ZVP
Company Address:	6901 Cornhusker Hwy Lincoln NE 68507
Company Phone & Fax:	402-434-6010 Fax 402-434-6016
E-Mail Address:	kgilgenbach@mathesongas.com
Date:	1-18-2023
Contact Person for Orders or Service	Greg Reeder
Contact Phone Number:	402-434-6010

Lancaster County Signature Page

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EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

**City of Lincoln-Lancaster County Public Building Commission
Signature Page**

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EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

**MATHESON**

ask...The Gas Professionals™

January 12, 2023

City of Lincoln - Lancaster County
440 S. 8th Street
Lincoln, NE. 68508

Attention: Purchasing

Subject: Price Increase

Dear Valued Customer

Like many companies today, we are faced with unforeseen and continued rising costs in raw materials that impacts our pricing structure. Utilities, property taxes, labor, transportation and insurance rates continue to escalate. Increases associated with Federal and State compliance (OSHA, FDA, DOT, EPA, etc.) also hamper all of our abilities to control costs. Today, we are also faced with many uncontrollable supply chain issues for the gases we all use on a daily basis. This has created a very tight supply & demand issue, particularly associated with Argon, Helium, Hydrogen, CO₂, Nitrous Oxide and Acetylene. (See attached power point)

Although we have devoted significant resources to improving efficiencies and squeezing costs out of our organization, we have reached the point where a price adjustment is necessary to allow us to remain a viable supplier to meet our customers' commitments. Matheson continues to invest in major capital & financial resources back into this industry to help strengthen and limit the effects of various economic conditions.

Effective February 12, 2023 the attached gas increases will go into effect.

We do value your business and hope you understand this adjustment. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Bob Klopniwski

Line	Old Part #	New Part #	Description	Unit	Previous Price	New Price
1	AC B	AC B	Acetylene B 40 CF	Cylinder	\$ 21.82	\$ 23.13
2	AC SM	AC SM	Acetylene SM WSN 140 CF	Cylinder	\$ 69.26	\$ 73.42
3	AC 75NC	AC 75FT	Acetylene 75 CF	Cylinder	\$ 34.91	\$ 37.00
4	AC 75	AC 75	Acetylene WQ 75 CF Capped	Cylinder	\$ 42.34	\$ 44.88
5	AC LG390	AC LG	Acetylene LG 390	Cylinder	\$ 159.06	\$ 168.60
6	AC MC	AC MC	Acetylene MC 10 CF	Cylinder	\$ 21.12	\$ 22.39
7	AC SM	AC SM	Acetylene Small Capped 140 CF	Cylinder	\$ 69.26	\$ 73.42
8	AC LG390	AC LG	Acetylene Large Capped 3902CF	Cylinder	\$ 159.06	\$ 168.60
9	AC MC	AC MC	Acetylene MC 10 CF	Cylinder	\$ 21.12	\$ 22.39
10	AC SM	AC SM	Acetylene Small WS 140CF	Cylinder	\$ 69.26	\$ 73.42
11	AR 150	AR 150	SArgon 150 CF	Cylinder	\$ 16.87	\$ 18.56
12	AR 300	AR 300	Argon T 336 CF	Cylinder	\$ 23.93	\$ 26.32
13	MX WM880	AR CD2580	Argon 75% 25% Co2 80 CF	Cylinder	\$ 11.19	\$ 12.31
14	MX ARHE7.5CD80	AR CD25150	Argon 75%/25% Co2 155 CF (S size)	Cylinder	\$ 16.50	\$ 18.15
15	MX WM820	AR CD2520	Argon 75%/25% Co2 R20CF	Cylinder	\$ 7.95	\$ 8.75
16	AR 80	AR 80	ArgonIndustrialQ 80CF	Cylinder	\$ 11.29	\$ 12.42
17	SG SPLQLW396	AR HPL180-230	Argon High Purity PSI 180 Liter Liquid - no medical grade	Cylinder	\$ 410.13	\$ 451.14
18	AR UHP1L	AR UHP300	Argon UHP 1L 300 CF	Cylinder	\$ 26.38	\$ 29.02
19	MX ARHE7.5CD80	MX AWSHC92580	Q Argon, Helium/CO2 mix - 90% Argon, 7.5% Helium and 2.5% Carbon Dioxide 80 CF	Cylinder	\$ 38.74	\$ 42.61
20	BV CD20A	CD BV20A	Carbon Dioxide Beverage Size 20 AL	Cylinder	\$ 49.61	\$ 57.05
21	MX WM8155	AR CD25150	Argon 75%/25% Co2 155 CF	Cylinder	\$ 16.50	\$ 18.15
22	AR 180LMP	AR L180-230	Argon LiquidGP50 230 PSI GP-50 4709 CF	Cylinder	\$ 267.80	\$ 325.00
23	MX AWSC25300	MX AWSC25300	C-25 High Grade AWS Welding Mix 300 SCF 384	Cylinder	\$ 23.05	\$ 25.36
24	CD 10A	CD 10A	Carbon Dioxide 10 lb Cyl	Cylinder	\$ 5.49	\$ 6.31
25	CD 20A	CD 20A	Carbon Dioxide 20 lb Cyl	Cylinder	\$ 6.14	\$ 7.06
26	CD 50	CD 50	Carbon Dioxide 50 lb Cyl	Cylinder	\$ 8.11	\$ 9.33
27	CD 50S	CD 50S	Carbon Dioxide 50 lb Cyl with Siphon	Cylinder	\$ 8.11	\$ 9.33
28	CA 300	CA 300	Compressed Air T 300 CF (Industrial)	Cylinder	\$ 9.94	\$ 13.58
29	CD DICEDI3756	CD DICEDI3756	Dry Ice Pellet 600 3/8 Pellet	Cylinder	\$.39/pd	\$.44/pd
30	HY UHP40	HY UHP40	G Hydrogen UHP/Zero 40 CF	Cylinder	\$ 69.85	\$ 75.00
31	HE BG200	HE BG200	Helium Balloon Grade (Size 200)	Cylinder	\$ 94.00	\$ 225.00
32	HE UHP1L	HE UHP300	T HE UHP/Zero 300 CF	Cylinder	\$ 151.54	\$ 300.00
33	NI 200	NI 200	Nitrogen K 244 CF	Cylinder	\$ 9.74	\$ 10.23
34	OX M250	OX M250	K Oxygen Medical 244 CF	Cylinder	\$ 10.22	\$ 10.73
35	NI 200	NI 200	Nitrogen Industrial 200	Cylinder	\$ 9.74	\$ 10.23
36	NI 300	NI 300	Nitrogen T 300 CF(Industrial size)	Cylinder	\$ 10.90	\$ 11.45
37	NI UHP1L	NI UHP300	Nitrogen UHP 1L T 300 CF	Cylinder	\$ 27.12	\$ 28.48
38	NI UHP1R	NI UHP150A	Nitrogen UHP 1R	Cylinder	\$ 52.87	\$ 55.51
39	NI 80	NI 80	Nitrogen Industrial 80	Cylinder	\$ 8.37	\$ 8.79
40	NO ME	NO ME	Nitrous Oxide USP E 7 lb. Medical	Cylinder	\$ 21.57	\$ 25.88
41	NO MEA	NO MEA	Nitrous Oxide USP ME 7 lb. Medical	Cylinder	\$ 21.57	\$ 25.88
42	OX 80	OX 80	Oxygen Industrial 80 CF (Small)	Cylinder	\$ 8.28	\$ 8.69
43	OX 150	OX 150	Oxygen Industrial S 155 CF(Medium)	Cylinder	\$ 9.08	\$ 9.53
44	OX 20	OX 20	Oxygen Industrial R Size20 CF(Smallest)	Cylinder	\$ 7.63	\$ 8.01
45	OX 40	OX 40	Oxygen Industrial 40	Cylinder	\$ 8.65	\$ 9.08
46	OX 200	OX 200	Oxygen Industrial K Size 200 CF(Large)	Cylinder	\$ 9.66	\$ 10.14
47	OX UHP1L	OX UHP300	Oxygen UHP 1L T 300 CF	Cylinder	\$ 89.27	\$ 115.00
48	OX M250	OX M250	Oxygen USP M250 Medical K 244 CF (Cyl)	Cylinder	\$ 10.22	\$ 10.73
49	OX MEA	OX MEA	Oxygen USP E 25 CF	Cylinder	\$ 5.57	\$ 5.85
50	OX UHP1L	OX UHP300	T Oxygen UHP/Zero 300 CF	Cylinder	\$ 89.27	\$ 115.00
51	FG PR20	PR 20	Propane 20lb (Cyl)	Cylinder	\$ 17.94	\$ 19.50
52	HE HELISA108S	MX AWSHC925150	SFlash Sunarc 108S Stainless	Cylinder	\$ 88.60	\$ 145.00
53	SP SPPULW956	HG G1186140	Q Sulfur Hexafluoride 99.9% 80 CF	Cylinder	\$ 696.55	\$ 731.38
54	SG SPPULW700	CA UZERO300	T Compressed Air, UHP/Zero 300 CF	Cylinder	\$ 67.76	\$ 89.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Matheson Tri-Gas, Inc.			Endorsement Number 4
Policy Symbol ISA	Policy Number H10702550	Policy Period 10/01/2022 TO 10/01/2023	Effective Date of Endorsement 10/01/2022
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured MATHESON TRI-GAS, INC. 3 MOUNTAINVIEW ROAD 3RD FLOOR WARREN NJ 07950	Endorsement Number
	Policy Number Symbol: WLR Number: C70306487
Policy Period 10-01-2022 TO 10-01-2023	Effective Date of Endorsement 10-01-2022
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

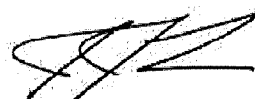
ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY
IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative