DO 12100

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR REGENERATION SERVICE
BID NO. 4680
FIRST RENEWAL

This Amendment is hereby entered into by and between **Halls Culligan, 445 N. 66th St., Lincoln, NE 68505** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **December 19, 2013**, under **D. O. No. 10462**, (the "Agreement"), for **The Annual Requirements for Regeneration Service, Bid No. 4680**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is January 1, 2014 through December 31, 2014, 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 renew the agreement for an additional one (1) year term beginning January 1, 2015 through December 31, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed $2,500.00 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 January 1, 2015 through December 31, 2015.
2) The estimated expenditures for Public Works & Utilities for the term of this renewal shall not exceed $2,500.00 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 14th day

of November 2014

Public Works & Utilities Director

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)	
By: (Please Sign)	Dave Harker
By: (Please Print)	Dave Harker
Title: (Please Print)	GM
Company Address: (Please Print)	Dave Harker
Company Phone & Fax: (Please Print))	402 476 3351 P / 402 476 3353 F
E-Mail Address: (Please Print)	dharker@hallswater.com
Date: (Please Print)	10/22/14
Contact Person For: "Orders or Service" (Please Print)	Dave Harker or Tracy Masek
Phone Number:	402 476 3351

CONTRACT DOCUMENTS

City of Lincoln
Nebraska

Annual Requirements
for
Regeneration Service
Quote No. 4680

Halls Culligan
445 N 66th St.
Lincoln, NE 68505
402.476.3351

City of Lincoln, Nebraska
Contract Agreement

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Halls Culligan, 445 N. 66th St., Lincoln, NE 68505** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the 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:

Annual Requirements for Regeneration Service, Quote No. 4680

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 Response, 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 have 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:

   Services are per schedule or on an as-needed basis.

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/services, 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 for a total of $5,000.00.

3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person 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. The work included in this Contract shall begin as soon as possible from date of executed contract. The term of the Contract shall be a **one (1) year term** beginning **January 1, 2014 through December 31, 2014** with the option for three (3) additional one (1) year term renewals.

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

   1. Contract Agreements
   2. Accepted Proposal\Supplier Response
   3. Specifications
   4. Insurance Requirements
   5. Special Provisions
   6. Instructions to Bidders
   7. 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 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:

Teresa J. Meier

City Clerk

CITY OF LINCOLN, NEBRASKA

Public Works & Utilities Director

Approved by:

Directorial Order No. 10462

Dated 12/19/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)

Secretary

Culligan Water

Name of Corporation

445 N 66

Address

By: Dave Stahler GM

Duly Authorized Official

General Manager

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

Bid Creator	Sharon R. Mulder Asst Purchasing Agent
Email	smulder@lincoln.ne.gov
Phone	(402) 441-7428
Fax	(402) 441-6513
Bid Number	4680
Title	Annual Requirement for Regeneration Service
Bid Type	Quote
Issue Date	11/21/2013
Close Date	11/26/2013 10:00:00 AM CT
Need by Date	

Contact Information

Address	Sharon Mulder, Asst. Purchasing Agent 440 S. 8th St. Lincoln, NE 68508
Contact	City/County Purchasing
Department	
Building	
	Suite 200
Floor/Room	
Telephone	(402) 441-7428
Fax	(402) 441-6513
Email	smulder@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Halls Culligan
Address	445 N 66th st lincoln, NE 68505
Contact	Dave Harker
Department	
Building	
Floor/Room	
Telephone	1 (402) 476-3351
Fax	1 (402) 476-3353
Email	dharker@hallswater.com
Submitted	11/26/2013 8:56:31 AM CT
Total	$818.90

Signature _____

Supplier Notes

Bid Notes

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	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Contact	Name of person submitting this bid:	Dave Harker
6	Service Fee	List your hourly service fee for any repairs that may occur during the term of the contract.	0
7	Rental Fee	List your rental fee if applicable and state its time period (monthly, quarterly or yearly) and the purpose of the rental.	0
8	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
9	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
10	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 escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Dave Harker
11	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	DI Regeneration: Cost for the servicing/replacement of the Strong Base Set: DI regeneration resin tanks which includes 2 tanks (Tank 1 - Cation, Tank 2 - Anion Tank appr. size of each tank 1.2 cu. ft.)	$302.10

Manufacturer: Culligan

Item Notes:
On an as needed basis will all delivery and transportation fees included.
Price to include all rental fees and delivery to LWS in Ashland.
 Servicing/replacement regeneration may be used by other departments within the City.

Supplier Notes:

#	Qty	UOM	Description	Response
2	1	EA	DI Regeneration: Cost for the servicing/replacement of the Single Mixed Bed Tank - (Cation and Anion in one tank appr. 1.2 cu. ft.)	$196.10

Manufacturer: Culligan

Item Notes:
On an as needed basis will all delivery and transportation fees included.
Price to include all rental fees and delivery to LWS in Ashland.
 Servicing/replacement regeneration may be used by other departments within the City.

Supplier Notes:

#	Qty	UOM	Description	Response
3	1	EA	DI Regeneration: Cost for the servicing/replacement of the Carbon Tanks, (1.2 cu. ft.)	$90.00

Manufacturer: Culligan

Item Notes:
On an as needed basis will all delivery and transportation fees included.
Price to include all rental fees and delivery to LWS in Ashland.
 Servicing/replacement regeneration may be used by other departments within the City.

Supplier Notes:

#	Qty	UOM	Description	Response
4	1	EA	DI Regeneration - For Softener Unit	$65.00

Manufacturer: Culligan Manufacturer #: HET-060

Item Notes:
The Water Softener is a Culligan HE 1.5 Twin Softener, HET-060 Duplex Alternating/Water Meter/Demand
Wastewater Division located at Theresa Street.
Unit runs a 365 day exchange rate, so service shall be annually.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Bidding Service	If your service would be quarterly or annual, please specify which one or both with pricing included.	annual 10 point check up

5	1	EA	0.2 Micro Guard Filters	$97.50

Manufacturer #: 00-9550-16

Item Notes:
Quantity may vary

Supplier Notes:

6	1	EA	UV Lamps, Type 11-1/4" BiPin Germicidal	$68.20

Manufacturer #: Aquafine SP2

Item Notes:
Bi-Pin both ends
Quantity may vary

Supplier Notes:

Response Total: $818.90