

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANHYDROUS AMMONIA, LIQUID
BID NO. 10-242
THIRD AND FINAL RENEWAL**

This Amendment is hereby entered into on this 11th day of March, 2014 by and between DPC Industries, Inc., 300 Jackson Hill Street, PO Box 130410, Houston, TX 77007 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated April 13, 2011, under E. O. No. 83962, (the "Agreement"), for Anhydrous Ammonia, Liquid, Bid No. 10-242, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is April 13, 2011 thru April 12, 2012, 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 13, 2012 thru April 12, 2013,

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from April 13, 2013 thru April 12, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning April 13, 2014 thru April 12, 2015; 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 13, 2014 thru April 12, 2015.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

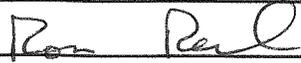
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Official City Use Only

Dated this <u>11th</u> day
of <u>March</u> 2014
 Chris Beutler, Mayor

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)	DPC Industries, Inc.
By: (PLEASE PRINT)	Ron Rech
By: (PLEASE SIGN)	
Title:	District Sales Manager
Company Address: (PLEASE PRINT)	11202 S. 25 th ST, Omaha NE 68123
Company Phone & Fax: (PLEASE PRINT)	402.293.1185 Fax 402.293.9647
E-Mail Address: (PLEASE PRINT)	rrech@dxgroup.com
Date: (PLEASE PRINT)	February 21, 2014

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANHYDROUS AMMONIA, LIQUID
BID NO. 10-242
SECOND RENEWAL**

This Amendment is hereby entered into on this 18th day of March, 2013 by and between **DPC Industries, Inc., 300 Jackson Hill Street, PO Box 130410, Houston, TX 77007** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **April 13, 2011**, under E. O. No. **83962**, (the "Agreement"), for **Anhydrous Ammonia, Liquid, Bid No. 10-242**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **April 13, 2011 thru April 12, 2012**, 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 13, 2013 thru April 12, 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 13, 2013 thru April 12, 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.

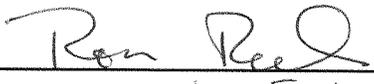
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>18th</u> day
of <u>March</u> , 2013
 _____ 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 19th day of February, 2013

Company Name: (PLEASE PRINT)	DPC Industries, Inc.
By: (PLEASE PRINT)	Ron Rech
By: (PLEASE SIGN)	
Title:	District Sales Manager
Company Address: (PLEASE PRINT)	11202 S. 25 th ST, Omaha NE 68123
Company Phone & Fax: (PLEASE PRINT)	402.293.1185 / 402.293.9647
E-Mail Address: (PLEASE PRINT)	rrech@dxgroup.com

**Amendment to Agreement for
Anhydrous Ammonia, Liquid
Bid No. 10-242
1st Renewal**

This Amendment is hereby entered into on this 16th day of January, 2012, by and between DPC Industries, Inc., 300 Jackson Hill Street, PO Box 130410, Houston, TX 77007 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated April 13th, 2011, under E.O. No. 83962, (the "Agreement"), for **Anhydrous Ammonia, Liquid, Bid No. 10-242**, which is made a part hereof by this reference.

WHEREAS, the original Term of the Agreement is April 13, 2011 thru April 12, 2012, with the option to renew for **three (3) additional one (1) year periods** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning April 13, 2012 thru April 12, 2013; and

WHEREAS, the parties wish to amend the Agreement to reflect a price decrease listed in Attachment A; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under City E.O. No. 83962, and stated herein the parties agree as follows:

- 1) The parties agree that the term of the Agreement shall be from April 13, 2012 thru April 12, 2013.
- 2) The parties agree that the City will pay the price decrease listed in Attachment A attached hereto and made a part hereof by this reference.
- 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>Feb</u> 2012
 PW & U Director

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated 1-16-12

Company Name: (PLEASE PRINT)	DPC Industries, Inc.
By: (PLEASE PRINT)	Ron L. Rech
By: (PLEASE SIGN)	
Title:	District Sales Manager
Company Address: (PLEASE PRINT)	11202 S. 25 th ST, Omaha, NE 68123
Company Phone & Fax: (PLEASE PRINT)	402 293 1185 ; 402 293 9647
E-Mail Address: (PLEASE PRINT)	rrech@dxgroup.com



DPC INDUSTRIES, INC.

11202 S. 25th St.
Omaha, Nebraska 68123-5019
(402) 293-1185
Fax (402) 293-9647

January 10, 2012

Vince Mejer
Purchasing Agent
Lincoln Water Systems
440 South 8th ST
Suite 200, Southwest Wing
Lincoln, NE 68508

Vince,

DPC has experienced a price decrease from our supplier, Tanner Industries, for Bulk Anhydrous Ammonia M-Grade supplied to your Plant in Ashland. We would like to pass this savings on to Lincoln Water Systems.

Effective Immediately, Price for Anhydrous Ammonia in Bulk will be: \$1.08 Per Pound

This represents a savings of approximately \$.20 Per Pound.

Pricing good on orders delivered from January 10 forward.
The price is FOB Ashland Plant. The savings is initiated based on sourcing from a closer plant for deliveries.

If you should have any questions, please do not hesitate to call me at 402-293-1185 or e-mail me at rrech@dxgroup.com.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Ron Rech', written in black ink.

Ron Rech
District Sales Manager

83962

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANHYDROUS AMMONIA, LIQUID
BID NO. 10-242**

**DPC Industries, Inc.
300 Jackson Hill Street
PO Box 130410
Houston, TX 77007
713.863.1947**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2011, by and between **DPC Industries, Inc., 300 Jackson Hill Street, PO Box 130410, Houston, TX 77007**, 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 **Anhydrous Ammonia, Liquid, Bid No. 10-242** 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. Instructions to Bidders
 2. Insurance Requirements
 3. Accepted Proposal/Response
 4. Contract Agreement
 5. Specifications
 6. 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:

City Clerk

Joan E. [Signature]



CITY OF LINCOLN, NEBRASKA

Mayor

[Signature]

Approved by E.O. No. 083962

dated 4-13-11

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

DPC Industries Inc.

Name of Corporation

11202 S. 25th ST, Omaha, NE 68123
(Address)

By: *Ken L. [Signature]* D
uly Authorized Official

District Sales Manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon R. Mulder Assistant Purchasing Agent	Address	440 S. 8th Street Suite 200 Lincoln, NE 68508	Address	Water, Ashland 401 Hwy 6, PO Box 144 Ashland, NE 68333
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder Purchasing	Contact	
Phone	(402) 441-7410	Department		Department	
Fax	(402) 441-6513	Building		Building	
Bid Number	10-242	Floor/Room		Floor/Room	
Title	(Re-bid) Anhydrous Ammonia, Liquid	Telephone	(402) 441.7428	Telephone	
Bid Type	Bid	Fax	(402) 441-6513	Fax	
Issue Date	11/19/2010	Email	smulder@lincoln.ne.gov	Email	
Close Date	12/8/2010 12:00:00 PM CST				
Need by Date					

Supplier Information

Company DPC Industries, Inc.
 Address 300 Jackson Hill Street
 P.O. Box 130410
 Houston, TX 77007
 Contact Ron Rech
 Department
 Building
 Floor/Room
 Telephone 1 (713) 863-1947
 Fax 1 (713) 863-8316
 Email rrech@dxgroup.com
 Submitted 12/7/2010 3:06:11 PM CST
 Total \$4,876.28

Signature _____

Supplier Notes

DPC Industries, Inc.
 11202 S. 25th St.
 Omaha, NE 68123

Bid Notes _____

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	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
6	Contact	Name of person submitting this bid:	Ron Rech, District Sales Manager
7	Safety Guidelines	Safety Guidelines according to OSHA regulations/standards 1910.120(g)(3), 1910.132 shall be followed for the delivery of anhydrous ammonia and the evacuation of water and impurities in the tank.	Acknowledged by Ron Rech
8	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Per lb.	Supply and Delivery of Liquid Anhydrous Ammonia per Specifications	\$1.28

Item Notes:

Supplier Notes: NSF Certified, Metallurgical Grade, Delivered price, minimum 6000 pound delivery, includes two hours at plant per delivery/additional wait times to unload billed at \$125.00 per hour or part thereof. Price firm through 12-31-2011. Delivery 2-3 business days after placement of order.

2	1	Per Evacuation	Evacuation of Water and Impurities from Anhydrous Ammonia Storage Tank	\$4,875.00
---	---	----------------	--	------------

Item Notes: Price to include everything necessary; materials, labor, and equipment.

Supplier Notes: *Price does not include disposal of existing balance of Ammonia in tank, we will reclaim/dispose of this material at \$0.70 per gallon (this amount will not be known until the tank has been evacuated.) We can estimate prior to, and confirm after the evacuation.

*Price does not include parts, if necessary for tank repair or modification for NSF Anhydrous Ammonia.

Response Total: \$4,876.28

**SPECIFICATIONS
FOR
(RE-BID) ANHYDROUS AMMONIA, LIQUID
BID NO. 10-242**

1. GENERAL INFORMATION

- 1.1 It is the intent of this specification to describe the requirements for the delivery of liquid anhydrous ammonia that meets the following criteria.
- 1.2 Anhydrous ammonia shall be liquefied gas, not less than 99.50% NH₃.
 - 1.2.1 The material shall contain no solid in suspension that would interfere with the proper operation of owners ammonia valves and feed system.
 - 1.2.2 Anhydrous ammonia delivered under this contract shall conform to AWWA (American Water Works Association) Standard B305-06.
 - 1.2.2.1 The material shall also conform to National Sanitation Foundation Standard 60: Drinking Water Chemicals and shall be certified by NSF as meeting this Standard.
 - 1.2.2.2 NSF 60 certification shall be supplied with each delivery of product.
 - 1.2.3 The bidder shall warranty that all deliveries made under this contract are of the quality specified.
 - 1.2.3.1 The material furnished shall contain no soluble mineral or organic substances in quantities capable of providing deleterious or injurious effects on those consuming the water, or that would otherwise render unfit, the public water supply.
- 1.3 Pricing provided in this bid shall remain firm for a 3-month period during the initial contract service agreement from the date of execution for delivery of anhydrous ammonia only.
 - 1.3.1 Any price increase shall be verifiable and must be submitted to the City Purchasing Office 30 days prior of the increase with detailed justification of the increase.
 - 1.3.2 Detailed information includes invoices from manufacturers showing the exact price and product being charged compared to earlier invoices for the same product.
- 1.4 Bidder shall submit bid documents and all supporting material via the e-bid system.
 - 1.4.1 All inquiries or clarification requests regarding these specifications shall be delivered via e-mail or faxed to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or Fax: (402).441.6513.
 - 1.4.2 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addendum.
 - 1.4.3 The Owners shall only reply to written inquiries received within (5) five calendar days of bid opening.

2. QUANTITY AND DELIVERY REQUIREMENTS

- 2.1 Anhydrous Ammonia estimated annual usage is 75,000 pounds with an average delivery of 6,000 lbs.
- 2.2 Vendor shall pump anhydrous ammonia into storage tank (2,000 gal. capacity) on site.
- 2.3 Delivery of anhydrous ammonia shall be to:
Lincoln Water System Water Treatment Plant

East Highway 6
Ashland, NE 68003

- 2.4 Anhydrous Ammonia deliveries accepted Monday - Friday, 8:00 am to 3:00 pm.
- 2.5 Anhydrous ammonia deliveries shall be made within three (3) business days of the order. (Business days is Monday - Friday)
 - 2.5.1 High Usage Pumping Season (May 15 - September 15) delivery is approximately every 3 weeks.
 - 2.5.2 Low Usage Pumping season (September 16 - May 14) delivery is approximately every 5 weeks.
- 2.6 Delivery driver shall provide documentation containing the delivered quantity.
- 2.7 The anhydrous ammonia storage tank is owned by the City.

3. SAFETY AND SECURITY

- 3.1 All necessary personnel shall wear appropriate PPE (Personal Protective Equipment) gear when working with anhydrous ammonia according to OSHA regulations/standards **1910.120(g)(3), 1910.132.**
 - 3.1.2 Vendor and Transport companies shall strictly adhere to LWS security policies and procedures concerning bulk anhydrous ammonia deliveries.
 - 3.1.2.1 Awarded vendor will provide LWS with digital photos sent by e-mail, of all drivers delivering anhydrous ammonia to the plant.
 - 3.1.2.2 Vendor must submit new drivers information when applicable.
 - 3.1.2.3 New drivers must be certified to handle hazardous materials.
 - 3.1.3 Any lack of compliance with the aforementioned security policies will result in rejection of the load at no cost to LWS.
 - 3.1.4 All trucks shall be marked according to OSHA requirements.

4. ANHYDROUS AMMONIA PAYMENT

- 4.1 Anhydrous Ammonia shall be invoiced at the delivered bid price for the actual quantity delivered.
- 4.2 Invoice shall include shipping date, our account number, quantity in pounds, unit price per pound and extension on all invoices.
- 4.3 Invoice shall include a copy of delivery ticket with a signature for proof of delivery.
- 4.4 Bid prices shall include the entire cost of the described items and delivery

5. EVACUATION OF WATER AND IMPURITIES IN STORAGE TANK REQUIREMENTS

- 5.1 Is deemed necessary and approved by the City; the anhydrous ammonia storage tank (2,000 gal. capacity) at LWS shall be evacuated of any water and impurities that may accumulate over time.
 - 5.1.1 This process requires Vendor to remove water and impurities from the tank.
 - 5.1.1.1 The above safety requirements in 3.1 shall be honored when the evacuation of water and impurities takes place.
 - 5.1.1.2 Vendor shall remove and dispose of the water and impurities according to any Local, State, and Federal guidelines.
 - 5.1.2 Evacuation of water and impurities must be arranged in advance with the Assistant Superintendent of Maintenance or the Assistant Superintendent of Operations, during the Low Usage Pumping Season (Sept. 16 - May

- 14).
- 5.1.3 Vendor shall include in their price labor, materials, and equipment required to complete project.
- 5.2 Awarded Vendor must guarantee a temporary feed hook-up system (includes ammonia and equipment) to provide enough product to ensure that all water production levels are maintained at the time the tank evacuation takes place.
- 5.2.1 Vendor shall supply large enough tanks required or a manifold of tanks together to meet volume requirement.
- 5.3 In the event one Vendor is awarded both parts of this bid, Vendor shall submit a separate invoice to LWS for the evacuation of water and impurities in the anhydrous ammonia tank.

6. TERM OF AGREEMENT

- 6.1 The term of the initial contract service agreement shall be two (2) years with an option to renew for one (1) additional two year period.
- 6.2 The Owners or Vendor may terminate the contract service agreement at any time provided a thirty (30) day written notice is submitted by the party who wants to terminate the service agreement.
- 6.3 Contract term shall start on the date of execution by both parties.