

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF
HYDROFLUOSILICIC ACID (FLUORIDE)
BID NO. 13-317
FIRST RENEWAL**

This Amendment is hereby entered into by and between Hawkins Water Treatment Group, 3100 East Hennepin Ave., Minneapolis, MN 55413 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated November 25, 2013, under E. O. No. 086666, (the "Agreement"), for **The Annual Supply of Hydrofluosilicic Acid (Fluoride), Bid No. 13-317** which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is November 25, 2013 through November 24, 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 November 25, 2014 through November 24, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$85,000.00 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 November 25, 2014 through November 24, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$85,000.00 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 <u>20th</u> day
of <u>October</u> 2014
 <hr style="width: 80%; margin: 0 auto;"/>
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)	Hawkins, Inc.
By: (Please Sign)	Chip S. Tebo
By: (Please Print)	Chip S. Tebo
Title: (Please Print)	Branch Manager
Company Address: (Please Print)	1066 Saitillo Rd. Roca NE.
Company Phone & Fax: (Please Print)	402-420-0755 402-420-0756
E-Mail Address: (Please Print)	chip.tebo@hawkinsinc.com
Date: (Please Print)	9-24-14
Contact Person For: "Orders or Service" (Please Print)	Chip Tebo
Phone Number:	402-420-0755

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
Hydroflusilicic Acid (Flouride)
Bid No. 13-317**

**Hawkins Water Treatment Group
3100 East Hennepin Ave.
Minneapolis, MN 55413
(402)420-0755**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Hawkins Water Treatment Group, 3100 East Hennepin Ave., Minneapolis, MN 55413**, 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 **Annual Supply of Hydrofluosilicic Acid (Flouride), Bid No. 13-317** 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:

The 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. The total cost of products or services for City departments shall not exceed \$104,000.00 during the contract term without approval.

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 option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Addendum No. 1
 4. Attachment A
 5. Special Provisions
 6. Specifications
 7. Instructions to Bidders
 8. Insurance Requirements

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.

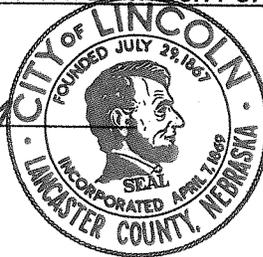
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler
Chris Beutler, Mayor

Approved by Executive No. 086666

dated Nov. 25 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Hawkins, Inc.
Name of Corporation

1066 Salthills Rd. Roca, NE 68430
(Address)

By: *Chip S. Tebe*
Duly Authorized Official

Branch 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		Contact Information		Ship to Information	
Bid Creator	Suzanne Siemer Asst. Purchasing Agent	Address	Purchasing\City & County	Address	Water, Ashland
Email	ssiemer@lincoln.ne.gov		440 S. 8th St.		401 Hwy 6, PO Box 144
Phone	(402) 441-7414		Lincoln, NE 68508	Contact	Ashland, NE 68333
Fax	(402) 441-6513	Contact	Suzanne Siemer Asst. Purchasing Agent	Department	
Bid Number	13-317 Addendum 1	Department		Building	
Title	Annual Supply of Hydrofluosilicic Acid -Fluoride	Building		Floor/Room	
Bid Type	Bid	Floor/Room		Telephone	
Issue Date	10/16/2013	Telephone	(402) 441-7414	Fax	
Close Date	11/1/2013 12:00:00 PM CT	Fax	(402) 441-6513	Email	
Need by Date		Email	ssiemer@lincoln.ne.gov		

Supplier Information

Company Hawkins Water Treatment Group
 Address 3100 East Hennepin Ave
 Minneapolis, MN 55413

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 420-0755
 Fax 1 (402) 420-0756
 Email
 Submitted 10/30/2013 5:05:18 PM CT
 Total \$103,250.00

Signature _____

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, there are several options. 1) Click the "Help" button in the upper right hand corner of any screen; 2) Contact our office at 402-441-7417 to set up a training session in Purchasing or for assistance over the phone.

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Product	Product Name:	hydrofluosilicic acid - fluoride
7	Certified Chemical Analysis	I have attached a certified chemical analysis of product with the name and address of the manufacturer in the response attachment section of this e-bid.	Yes
8	Term Clause with Escalation/De-Escalation	I acknowledge that the contract term shall be effective upon contract execution by both parties for a period of one (1) year with the option to renew for three (3) additional one (1) year periods? YES or NO (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 _____.	YES
9	Renewal is an Option	Contract Extension Renewal is an option.	Yes
11	Not tax exempt	I acknowledge that this project is not tax exempt.	Yes
12	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
13	Product Percentage by Weight	Please indicate the product by % by weight that you are bidding?	23%-25%
14	Contact	Name of person submitting this bid:	Chip Tebo
15	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	350,000	lbs	Hydrofluosilicic Acid	\$0.295

Item Notes: List the product manufacturer and the % by weight in the Supplier Notes.

LWS will be requiring approximately 350,000 lbs per year. The price per pound should reflect the 350,000 lb/year quantity.

Supplier Notes:

Response Total: \$103,250.00

ATTACHMENT A



Corporate Office
3100 East Hennepin Ave.
Minneapolis, MN 55413
Phone: 800-328-5460
612-331-6910
www.hawkinsinc.com

Product Name: **HYDROFLUOSILICIC ACID (23-25%)**
Product Code(s): 1100
lbs / gallon: **10.24**
Date Manufactured: 4-Nov-13
Date Tested: 4-Nov-13
Lot Number: 1346983-1
Technician: TK

CERTIFICATE OF ANALYSIS			
Parameter / Component	Specification	Experimental	Verification
Specific Gravity	1.210 - 1.240	1.2260	PASSED
H ₂ SiF ₆ , wt %	23 - 25	24.2	PASSED
Practical			PASS
Appearance			PASS

QC verification if applicable _____