

**AMENDMENT TO CONTRACT
ANNUAL REQUIREMENTS FOR CATHODIC PROTECTION SYSTEM
CITY OF LINCOLN
Sole Source
Second Renewal**

This Amendment is hereby entered into by and between **Johnsen Corrosion Engineering, Inc., 207 South 9th Street, Lincoln, NE 68508** (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract executed under Directorial Order No. 08932, dated March 13, 2013, for Annual Requirements for Cathodic Protection System, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 13, 2013 through March 12, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by City Directorial Order No. 10662 on February 5, 2014, to renew the Contract for an additional one (1) year period from March 13, 2014 through March 12, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning March 13, 2015 through March 12, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$8,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Directorial Order No. 08932 and stated herein the parties agree as follows:

- 1) The parties wish to renew the Contact for an additional one (1) year term beginning March 13, 2015 through March 12, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$8,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Contract, 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.

Dated this <u>24</u> day
of <u>March</u> 2015
 Public Works and Utilities Director

Supplier, please fill out the following Information and mail back to our office; a faxed copy is not acceptable.

Company Name:	Johnson Corrosion Engineering
By: (Please Sign)	<i>Malcolm L. Johnson</i>
By: (Please Print)	Malcolm L. Johnson
Title:	President
Company Address:	207 South 9 th Street, 68508
Company Phone & Fax:	480 201-3687 - no fax
E-Mail Address:	johnson.corrosion@gmail.com
Contact Person for: "Orders or Service"	Malcolm Johnson
Contact Phone Number:	480 201-3687
Date:	March 9, 2015

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR CATHODIC PROTECTION SYSTEM
FIRST RENEWAL**

This Amendment is hereby entered into on this ____ day of _____, 2014 by and between **Johnsen Corrosion Engineering, Inc., 207 South 9th Street, Lincoln, NE 68508** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **March 13, 2013**, under **D. O. No. 08932**, (the "Agreement"), for **The Annual Requirements for Cathodic Protection System**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **March 13, 2013 through March 12, 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 **March 13, 2014 through March 12, 2015** and

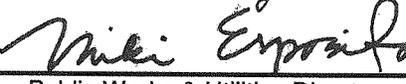
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **March 13, 2014 through March 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>5th</u> day
of <u>February</u> 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)	Johnsen Corrosion Engineering, Inc.
By: (PLEASE PRINT)	Malcolm L. Johnson
By: (PLEASE SIGN)	
Title:	President
Company Address: (PLEASE PRINT)	207 South 9 th Lincoln, NE 68508
Company Phone & Fax: (PLEASE PRINT)	480 201-3687 no FAX
E-Mail Address: (PLEASE PRINT)	johnsen.corrosion@gmail.com
Date:	1-14-2014

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

**Annual Requirements for
Cathodic Protection System
Sole Source**

**Johnsen Corrosion Engineering, Inc.
207 South 9th Street
Lincoln, NE 68508
480-201-3687**

**City of Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **Johnsen Corrosion Engineering, Inc., 207 South 9th Street, Lincoln, NE 68508** 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, to-wit:

For Providing Cathodic Protection Systems

and,

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, as follows:

Agreement to Cathodic Protection Systems Maintenance and Repair Service per Attachment A.

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 Attachment A For Cathodic Protection Systems Maintenance and Repair Service, a copy thereof being attached to and made a part of this Contract for an estimated total of \$7,132.00.

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, with option for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreements
 2. Insurance Requirements
 3. Sole Source Purchase Requestion
 4. Attachment A

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:

City Clerk

John E. [Signature]



CITY OF LINCOLN, NEBRASKA

Miki Exposito

Director, Public Works & Utilities

Approved by:

Directorial Order No.

08932

Dated

3/13/13

IF A CORPORATION:

EXECUTION BY CONTRACTOR

ATTEST:

Secretary

Linda [Signature] (SEAL)

Johnson Corrosion Engineering, Inc.

Name of Corporation

207 S 9th Lincoln, NE 68508

Address

By:

Duly Authorized Official

Legal Title of Official

[Signature]
President

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By:

Member

By:

Member

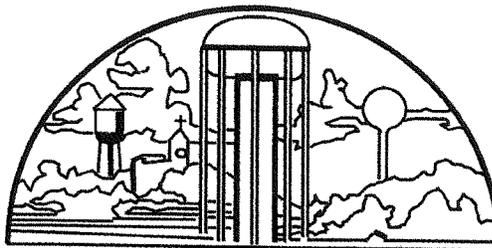
IF AN INDIVIDUAL:

Name

Address

Signature

**JOHNSEN
CORROSION
ENGINEERING, INC.**



FIELD TECHNICIANS

Cathodic Protection for Water Storage Structures

**PROPOSAL
FOR CATHODIC PROTECTION SYSTEMS
MAINTENANCE AND REPAIR SERVICE AGREEMENT**

TERM OF AGREEMENT: Semi-annual basis, beginning January 1, 2013.

SYSTEMS TO BE SERVICED: Systems listed below shall be serviced in accordance with the requirements to be outlined, and are owned by the City of Lincoln, Nebraska.

	<u>LOCATION</u>	<u>STRUCTURE</u>	<u>COST</u>
#1	Pioneer Park 3403 West Van Dorn, Lincoln, Nebraska	4,000,000 gallon reservoir	\$871.00
#2	Ashland Station Wash Water Tank Ashland, Nebraska	200,000 gallon elevated	\$406.00
#3	Air Park 6000 West Superior, Lincoln, Nebraska	3,000,000 gallon reservoir	\$523.00
#4	83 rd & South Streets 8121 South Street, Lincoln Nebraska	5,000,000 gallon reservoir	\$871.00
#5	Ashland Station Wash Water Tank Ashland, Nebraska	400,000 gallon reservoir	\$372.00
#6	Cheney Composit 98 And Breagan Road, Cheney, Nebraska	2,000,000 gallon elevated	\$523.00

Total Limp Sum Semi-Annual Cost \$3,566.00