AMENDMENT TO CONTRACT
CITY OF LINCOLN, LANCASTER COUNTY, LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
ANNUAL SUPPLY OF WATER SOFTENER SALT
QUOTE NO. 4368
SECOND RENEWAL

This Amendment is hereby entered into by and between **Halls Culligan, 445 N. 66th St., Lincoln, NE 68505** (hereinafter "Contractor") and the **City of Lincoln, Lancaster County, Lincoln-Lancaster County Public Building Commission** (hereinafter "Owners"), for the purpose of Amending the Contract C-13-0111, dated March 19, 2013, and E.O. No. 08883, dated March 8, 2013, (the "Contract"), for the **Annual Supply of Water Softener Salt, Quote No. 4368**, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is March 8, 2013 through March 7, 2014, with the option to renew for one (1) additional three (3) year term; and

WHEREAS, the Agreement was amended by the City D.O. 10931 on April 7, 2014, and by the County Contract C-14-0198, executed by the County Board on April 15, 2014, to renew the agreement for an additional one (1) year period from March 8, 2014 through March 7, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning March 8, 2015 through March 7, 2016; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed $4,000.00 without approval by the Lancaster County Board.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed $10,500.00 without prior approval by the City of Lincoln.

WHEREAS, the estimated expenditures for the Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $1,200.00 without prior approval by the Public Building Commission.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-13-0111 and E. O. No. 08883, and stated herein the parties agree as follows:

1. The Contract shall be renewed for an additional one (1) year term beginning March 8, 2015 through March 7, 2016.
2. The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed $4,000.00 without approval by the Lancaster County Board.
3. The estimated expenditures for City Departments for the term of this renewal shall not exceed $10,500.00 without prior approval by the City of Lincoln.
4. The estimated expenditures for the Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $1,200.00 without prior approval by the Public Building Commission.
5. 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.

Lancaster County Board of Commissioners Signatures

Executed this 10 day of March, 2015

Todd Wiltgen

Deb Schorr

Roma B. Amend

Larry Hudkins

Bill Avery

City of Lincoln

Executed this 4th day of March, 2015

for Dennis M. Meyer
Finance Director

Approved by Directorial Order No. _____

Executed this 10 day of March, 2015

Richard Grabow
Deputy Lancaster County Attorney

Larry Hudkins
Lincoln-Lancaster County Public Building Commission

Jeffery R. Kirkpatrick
Public Building Commission Attorney

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

Company Name: (PLEASE PRINT)	Hallis Culligan of Lincoln
By:	Dave Harker
By:	Dave Harker
Title:	GM
Company Address:	445 N 66th st
Company Phone & Fax:	402-476-3351 Fax 476-3353
E-Mail Address:	dharker@hallswater.com TMasek@hallswater.com
Contact Person for Orders or Service:	Dave Harker or Tracy Masek
Phone Number:	402-476-3351

DO 10931

VENDOR COPY

RECEIVED
C-14-0198
APR 10 2014
LANCASTER COUNTY
CLERK

AMENDMENT TO AGREEMENT
CITY OF LINCOLN/LANCASTER COUNTY
ANNUAL SUPPLY OF WATER SOFTENER SALT
QUOTE NO. 4368
FIRST RENEWAL

This Amendment is hereby entered into on this 25th day of March, 2014, by and between **Halls Culligan, 445 N. 66th St., Lincoln, NE 68505** (hereinafter "Contractor") and **Lancaster County and The City of Lincoln** (hereinafter "Owners"), for the purpose of renewing the **Contract C-13-0111**, dated **March 19, 2013**, and **E.O. 08883**, dated **March 8, 2013**, (the "Contract"), for **The Annual Supply of Water Softener Salt, Quote No. 4368**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is **March 8, 2013 through March 7, 2014**, with the option to renew for **one (1)** additional **three (3)** year term; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning **March 8, 2014 through March 7, 2015** and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed **$6,000.00** per year without approval by the Lancaster County Board.

WHEREAS, the estimated expenditures for the Public Building Commission for the term of this renewal shall not exceed **$600.00** without prior approval by the Public Building Commission.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **$6,000.00** without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County **Contract C-13-0111** and **E.O. 08883**, and stated herein the parties agree as follows:

1. The Contract shall be renewed for an additional one (1) year term beginning **March 8, 2014 through March 7, 2015.**
2. The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed **$6,000.00** per year without approval by the Lancaster County Board.
3. The Public Building Commission for the term of this renewal shall not exceed **$600.00** without prior approval by the Public Building Commission.
4. The estimated expenditures for City Departments for the term of this renewal shall not exceed **$6,000.00** without prior approval by the City of Lincoln.
5. 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.

The Board of County Commissioners of Lancaster County, Nebraska

Executed this 15 day of April, 2014

City of Lincoln, Nebraska

Executed this 7th day of April, 2014

Public Works & Utilities Director

Lancaster County Attorney

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)	Culligan Water
By: (Please Sign)	T. Dave Harker
By: (Please Print)	Dave Harker
Title: (Please Print)	General Manager
Company Address: (Please Print)	445 N 66th Lincoln, NE
Company Phone & Fax: (Please Print))	402 476-3351 fax 402-476-3353
E-Mail Address: (Please Print)	dharker@hallswater.com
Date: (Please Print)	3-25-2014
Contact Person For: "Orders or Service" (Please Print)	Tracy Masek
Phone Number: (Please Print)	402-476-3351

08883

C-13-0111

RECEIVED
MAR 14 2013
LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION

ANNUAL SUPPLY
OF
WATER SOFTENER SALT
QUOTE 4368

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

CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
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, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have 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 Water Softener Salt, Quote 4368** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, 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 Owners 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 Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

   Agreement to full proposal.

2. The Owners agree 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 Owners:

   Owners 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. Owners 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 Owners 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 Owners 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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.

8. Contract Term. This Contract shall be effective upon execution by all 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.**

9. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Agreement
   2. Accepted Proposal/Response
   3. Employee Classification Act Affidavit
   4. 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 Owners 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 Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order 08883

dated March 8th, 2013

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated 04.09.13

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

for Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

dated 3/19/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Halls Culligan
Name of Corporation

ATTEST:

445 N 66th St
(Address)

_____(SEAL)
Secretary

By: Dave Starke
Duly Authorized Official

GM
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

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, I, Dave Harker, herein below known as the Contractor, state under oath and swear as follows:

1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.

2.The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.

3. The Contractor has complied with Neb Rev Stat 4-114.

4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.

5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to section 12 of this Act.

6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

PRINT NAME: Dave S. Harker
(First, Middle, Last)

SIGNATURE: Dave Harker

TITLE: GM

State of Nebraska)
) ss.
County of Johnson)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 25th day of February, 2013.

GENERAL NOTARY - State of Nebraska
RIA N. TOPP
My Comm. Exp. January 6, 2017

Ria N. Topp
Notary Public

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

Bid Information

Bid Creator	Shelly Hinze, Buyer
Email	rhinze@lincoln.ne.gov
Phone	1 (402) 441-8313
Fax	1 (402) 441-6513
Bid Number	4368
Title	Annual Supply of Water Softener Salt
Bid Type	Quote
Issue Date	02/04/2013
Close Date	2/11/2013 2:00:00 PM CST
Need by Date	

Contact Information

Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508
Contact	Shelly Hinze Buyer
Department	
Building	
Floor/Room	
Telephone	1 (402) 441-7416
Fax	1 (402) 441-6513
Email	rhinze@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	2/6/2013 3:15:14 PM CST
Total	$16,895.95

Signature _____

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at http://www.lincoln.ne.gov/city/finance/purch/spec/bidinst.ppt

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	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes
4	Specifications	I acknowledge that I have attached my specifications of the product I am bidding in the response attachment section of the bid.	Y
5	Product	Product Name:	Culligan Extra Course 40# bag salt
6	Sodium chloride concentration	I acknowledge that the product I am bidding has a minimum of 99.6% sodium chloride concentration and a low insoluble content. List your sodium chloride concentration content. _____%	99.6
7	Locations	I acknowledge the locations that may order during the term of the contract.	Y
8	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
9	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract	Y
10	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
11	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
12	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
13	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
14	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 _____	(a) yes (b) no (c) Feb 2013-Feb 2014

15	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transporation charges paid.	2.11
16	Contact	Name of person submitting this bid:	Dave Harker
17	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	400	EA	Delivery of Single 40# Bags Extra Course Water Softener Salt. Minimum inside delivery of 10 bags per trip.	$5.70
	Item Notes:		Unit price is per each bag delivered to requested location when ordered.	
	Supplier Notes:			
2	15	Pallets	Delivered Pallet of 40# Bags Extra Course Water Softener Salt.	$333.90
	Item Notes:		List in the supplier notes number of 40# bags to a pallet. Unit price is per each pallet delivered and unloaded to requested location when ordered.	
	Supplier Notes:		63 40# bags of salt to a pallet	
3	100	EA	Department Pick Up of Single 40# bag Extra Course Water Softener Salt.	$5.30
	Item Notes:		Unit price is per each bag picked up at your location by the department.	
	Supplier Notes:			
4	3	EA	Department Pick Up Pallet of 40# bag Extra Course Water Softener Salt.	$321.30
	Item Notes:		Unit price is per a pallet picked up and loaded on the departments truck.	
	Supplier Notes:		63 40# bags of salt to a pallet	
5	400	EA	Optional - Delivery of Single 50# Bags Extra Course Water Softener Salt. Minimum inside delivery of 10 bags per trip.	$6.10
	Item Notes:		Unit price is per each bag delivered to requested location when ordered.	
	Supplier Notes:			
6	15	EA	Optional - Delivered Pallet of 50# Bags Extra Course Water Softener Salt.	$284.20
	Item Notes:		List in the supplier notes number of 50# bags to a pallet. Unit price is per each pallet delivered and unloaded to requested location when ordered.	
	Supplier Notes:		49 50# bags of salt to a pallet	
7	100	EA	Optional - Department Pick Up Single 50# bag Extra Course Water Softener Salt.	$5.80
	Item Notes:		Unit price is per each bag picked up at your location by the department.	
	Supplier Notes:			

8	3	EA	Optional - Department Pick Up Pallet of 50# bag Extra Course Water Softener Salt.	$276.85

Item Notes: Unit price is per a pallet picked up and loaded on the departments truck.

Supplier Notes:

Response Total: $16,895.95