

**Amendment to Agreement  
Water Treatment Services Program  
for the City of Lincoln  
Per Lincoln Public Schools  
Proposal No. 7181, dated 07/23/12  
First Renewal**

This Amendment is hereby entered into by and between Fremont Industries, 4400 Valley Industrial, Blvd. N., Shakopee, MN 55379-1859 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated March 26, 2014, under D. O. No. 11059, (the "Agreement"), for **Water Treatment Services Program for the City of Lincoln, Proposal No. 7181, dated 07/23/12**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is upon execution of the contract through August 31, 2014, with the option to renew for additional one (1) year terms on a yearly basis upon written mutual consent of both parties, not to exceed the term of the current Lincoln Public School contract; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning September 1, 2014 through August 31, 2015 per Lincoln Public School terms (Attachment A); and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$4,058.04 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City D.O. No. 11059, and stated herein the parties agree as follows:

- 1) The term of the renewal shall be from September 1, 2014 through August 31, 2015 as per Lincoln Public School terms (Attachment A).
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$4,058.04 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.

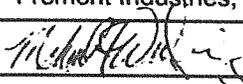
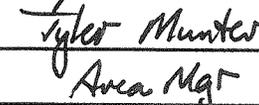
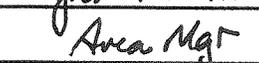
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Official City Use Only

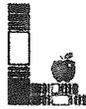
Dated this <u>25<sup>th</sup></u> day
of <u>August</u> 2014
<u>Steve Nerburn</u>
Finance Director
<u>11680</u>
Directorial Order No.

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

<b>Company Name: (Please Print)</b>	Fremont Industries, Inc
<b>By: (Please Sign)</b>	 
<b>By: (Please Print)</b>	Michael Waskiewicz 
<b>Title:</b>	Account Manager  Area Mgt
<b>Company Address:</b>	P.O. Box 67 Shakopee, MN 55379-0067
<b>Company Phone &amp; Fax:</b>	952-455-4121
<b>E-Mail Address:</b>	mwaskiewicz@fremontind.com
<b>Date:</b>	8/21/14
<b>Contact Person for: "Orders or Service"</b>	Mike Waskiewicz
<b>Phone Number:</b>	402 676-4179

# Attachment A

**Purchase Order  
1560041**



## LINCOLN PUBLIC SCHOOLS

Purchasing Department, PO Box 82889  
Lincoln, NE 68501 - (402) 436-1750  
purchasing@lps.org

**Purchase Order  
1560041**

**BILL TO:** Lincoln Public Schools  
Accounts Payable  
PO Box 82889  
Lincoln, NE 68501  
accounting@lps.org

**LPS Ref #:**  
**Vendor Ref #:**

**Requisition #:** 72038513  
**PO Date:** 08/15/2014  
**Vendor #:** 6557

**TO:** FREMONT INDUSTRIES INC.  
PO BOX 67  
SHAKOPEE, MN 55379

**SHIP TO:** FACILITIES AND MAINTENANCE  
800 S 24TH STREET  
LINCOLN, NE 68510  
(402) 436-1072  
ATTN: PUT P/O# ON PACKING SLIP

### Important

- This purchase order is a single transaction exempt certificate. Lincoln Public Schools is exempt from payment of the Nebraska sales tax under Section 77-2704.15. Sales Tax Exempt No. 05-0618144.
- Purchase Order Number must appear on all invoices, packages and correspondence.
- Legal ownership transferred at destination unless otherwise stated.
- Terms are net 30 days for completed purchase orders unless otherwise stated.
- This order must not be filled at higher price than quoted unless authorized in advance of shipment by the Purchasing Department.

Quantity	Unit	Description	Unit Price	Total
		(FM-DEGARMO) AH/AC		

THIS PURCHASE ORDER IS BEING FAXED TO YOU NO HARD COPY WILL BE SENT UNLESS YOU SPECIFICALLY REQUEST IT

BLANKET PURCHASE ORDER FOR HEATING/COOLING SYSTEM EQUIPMENT FOR THE MONTHLY TESTING AND TREATMENT OF BOILERS, COOLING TOWERS AND MECHANICAL WATER SYSTEMS CONTRACT FOR THE PERIOD

OF SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2014 WITH RENEWAL OPTIONS FOR THREE (3) ADDITIONAL YEARS WITH 2.5% INCREASE EACH YEAR.

YEAR 1 ORIGINAL	2012-2013	\$32,500.00
YEAR 2 OPTION RENEWAL	2013-2014	\$33,312.50
YEAR 3 OPTION RENEWAL	2014-2015	\$34,145.30
YEAR 4 OPTION RENEWAL	2015-2016	\$34,998.90

DISTRICT BLANKET PURCHASE ORDER ACCORDING TO THE SPECIFICATIONS, TERMS AND CONDITIONS OF THE CONTRACT PER BID #7181

CONTACT: TYLER MUNTER 402-310-1763

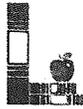
AUTHORIZED PERSONNEL TO CHARGE:  
STEVE DEGARMO

ESTIMATED EXPENDITURE: \$33,312.50  
CHARGE ACCOUNT: 01.2620.31810.072.056

TOTAL

\*\*\*\*\*

Purchase Order  
1560041



**LINCOLN PUBLIC SCHOOLS**  
Purchasing Department, PO Box 82889  
Lincoln, NE 68501 - (402) 436-1750  
purchasing@lps.org

Purchase Order  
1560041

**BILL TO:** Lincoln Public Schools  
Accounts Payable  
PO Box 82889  
Lincoln, NE 68501  
accounting@lps.org

LPS Ref #:  
Vendor Ref #:

Requisition #: 72038513  
PO Date: 08/15/2014  
Vendor #: 6557

**TO:** FREMONT INDUSTRIES INC.  
Quantity Unit

Description

Unit Price

**SHIP TO:** FACILITIES AND MAINTENANCE

Total

SERVICES RENDERED DURING A GIVEN PERIOD  
ARE TO BE VOUCHERED MONTHLY FOR PAYMENT  
AT THE FIRST BOARD MEETING (2ND & 4TH  
TUESDAYS) FOLLOWING SUBMISSION. VOUCHERS  
MUST BE ACCOMPANIED BY SIGNED INVOICES.

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**Water Treatment Services  
Per Lincoln Public Schools  
Proposal No. 7181, dated 07/23/12**

**Fremont Industries  
4400 Valley Industrial Blvd. N.  
Shakopee, MN 55379-1859  
952-445-4121**

**CITY OF LINCOLN, NEBRASKA  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Fremont Industries, Inc., 4400 Valley Industrial Blvd. N, Shakopee, MN 55379-1859** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, Lincoln Municipal Code §2.18.030( c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the City through local inter-governmental cooperative purchasing have chosen to participate in the contract between the Lincoln Public Schools and Fremont Industries, Inc., Proposal No. 7181, dated July 23, 2012 for Water Treatment Services which was prepared in accordance with Lincoln Public School's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all labor, material and equipment necessary to provide coolers, heat pump loop, chill loop, heat loop and Mechanical Water System Monthly Treatment and Testing for the City of Lincoln, in compliance with the prices as established via Lincoln Public Schools, Proposal No. 7181, dated July 23, 2012 for Water Treatment Services at Location 10; and,

WHEREAS, the Contractor, in response to the City's request to participate in said agreement, has submitted to the City, an offer approving City participation under the same pricing structure, terms and conditions as Lincoln Public Schools, Proposal No. 7181, dated July 23, 2012 and Proposal to City of Lincoln Public Building Commission, dated March 21, 2014 - Attachment A for Building Commission Facilities, Location 10, with only those exceptions stated herein; and,

WHEREAS, Lincoln Public Schools, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, 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 Lincoln Public Schools, Proposal No. 7181, dated July 23, 2012 and Proposal to City of Lincoln, dated March 21, 2014 - Attachment A for Building Commission Facilities, Location 10, 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 hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Water Treatment Services to/for the City of Lincoln MSC Building.
2. TERM OF THE AGREEMENT: This term of this contract is for a period beginning upon execution of this contract through August 31, 2014.
  - 2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for additional one-year terms, not to exceed the term of the current Lincoln Public School contract.
  - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. PRICING: Pricing of items will be pursuant to the Proposal to City of Lincoln, dated March 21, 2014 - Attachment A, Location 10, MSC.

- 3.1 Terms of payment shall be net thirty (30) days for all merchandise meeting the City's Specifications and approval.

**The Contractor will provide and install all required equipment and provide monthly testing for the duration of the contract at the MSC facility. A monthly invoice of \$338.17 will be billed to the City of Lincoln. The total cost of products or services shall not exceed \$2,029.02 during the contract term without approval.**

4. 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
5. INDEMNIFICATION: The Contractor shall indemnify and hold harmless the City, their agents, officers and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses and expenses arising out of or resulting from the performance of this Contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. 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.

7. Termination. This Contract may be terminated by the following:
- 7.1 Termination for Convenience. The City may terminate this Contract upon fourteen (14) days written notice to the Contractor for any reason without penalty to the City.
  - 7.2 Termination for Cause. The City may terminate the Contract if the Contractor:
    - 7.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 7.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 7.2.3 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.
8. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the contract between Lincoln Public School Proposal No. 7181, dated July 23, 2012 and Proposal to City of Lincoln Public Building Commission, dated March 21, 2014 - Attachment A .
9. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the "Insurance Requirements for City Contracts" attached hereto and incorporated by this reference. The City of Lincoln shall be named as additional insured with regard to the performance of the contract services.

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

- 1. City of Lincoln Contract Agreement
- 2. Fremont Industries Proposal to City of Lincoln - Public Building Commission, dated 03/21/14 - Attachment A
- 3. Lincoln Public Schools Proposal No. 7181, dated 07/23/12
- 3. Insurance Requirements
- 4. Sales Tax Exempt Form 13

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the City hereby agree that all the terms and conditions of this Contract 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

Steve Wulke  
Finance Director

Approved by Directorial Order No. 11059

Dated May 9, 2014

**EXECUTION BY CONTRACTOR**

Date: 4/28/14

IF A CORPORATION:

Fremont Industries, Inc.  
Name of Corporation

ATTEST:

4400 Valley Industrial Blvd N., Shakopee, MN  
(Address)

n/a (SEAL)  
Secretary

By: [Signature]  
Duly Authorized Official  
Executive VP  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

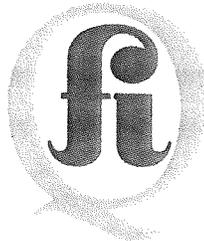
\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member



# Fremont Industries, Inc.



# City of Lincoln Public Building Commission Facilities

March 21, 2014

## Attention:

Bob Walla  
440 So 8<sup>th</sup> Street  
Lincoln, NE 68508  
[rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)  
Office: 402 441-8309  
Cell: 402 440-3724

## Location 1:

Old City Hall  
916 O Street  
Lincoln, NE 68508  
402 432-6976

### Mechanical System Description:

**1 steam boiler with a heating surface of 125 sq. ft and a gross output (BTUH) of 1,150,000 used for heating.**

### Current water treatment program:

- Softened city water make up to the boiler.
- No current automated chemical feed to the boilers. Treatment is being slug fed with a pot feeder.
- No testing or monitoring appears to be happening.

### Current System Issues:

- No monthly testing and monitoring in place.
- No current treatment feed for the boilers. Inadequate equipment for feeding treatments to the boilers

### Proposed Solutions:

- Provide onsite testing and monitoring with online service reports.
- Provide a timer feed controller and 1 treatment injection pump for the boiler.
- Provide onsite testing with online service reporting.

## Location 2:

Downtown Senior Center  
1005 O Street  
Lincoln, NE 68508  
402 429-2252

### **Mechanical System Description:**

**One (1) heating loop, one (1) chill loop and One (1) fluid cooler with condenser loop off of McQuay Chiller.**

### **Current water treatment program:**

- No current testing or monitoring program.
- Operational Walchem controller with chemical pump for inhibitor feed.

### **Current System Issues:**

- Very weak treatment concentrations.
- No biocide feed to fluid cooler.

### **Proposed Solutions:**

- Provide onsite testing and monitoring with online service reports.
- Provide treatment to bring concentration levels up to range to provide adequate corrosion protection.
- Provide a timer controlled chemical feed pump for biocide feed.

## Location 3:

233 Building  
233 South 10<sup>th</sup> Street  
Lincoln, NE 68508  
402 429-2252

### **Mechanical System Description:**

**One (1) heating loop, one (1) chill loop, 1 chiller and cooling tower.**

**Current water treatment program:**

- No current testing or monitoring program.

**Current System Issues:**

- Very weak treatment concentrations.
- Operational Walchem controller with chemical pump for inhibitor feed.

**Proposed Solutions:**

- Provide onsite testing and monitoring with online service reports.
- Provide treatment to bring concentration levels up to range to provide adequate corrosion protection.
- Provide a timer controlled chemical feed pump for biocide feed.

**Location 4:**

Trabert Hall  
2202 South 11<sup>th</sup> Street  
Lincoln, NE 68508  
402 499-9785

**Mechanical System Description:**

One (1) 70 h/p steam boiler used for heating with soft water make up. 100 ton Mulistack Chiller with tower and softened water make up. 1 (one) chill loop

**Current water treatment program:**

- Al is doing some testing.
- Boiler treatment is being slug fed by pot feeder.
- Tower controller is very old and no parts are available.
- Bromine tabs for biological control.

**Current System Issues:**

- Boiler chemical feed is inconsistent.
- Chiller chemical feed is inconsistent.
- Handling treatments too much.

**Proposed Solutions:**

- Provide onsite testing and monitoring with online service reports.
- Provide 1 Nanotron Boiler Controller and 1 chemical injection pump for boiler feed and 1 Walchem cooling tower controller and 1 chemical injection pump for cooling tower control. This will provide more consistent feed control for both systems.

**Location 5:**

Juvenile Detention Center  
1200 Radcliff Street  
Lincoln, NE 68512  
402 525-3601

**Mechanical System Description:**

**One (1) Geothermal Loop, one (1) chill loop and One (1) heat loop.**

**Current water treatment program:**

- No current testing or monitoring program.

**Current System Issues:**

- No detectable treatment concentrations in Geo Loop.
- Geo Loop is being dumped regularly all summer to maintain loop temps.

**Proposed Solutions:**

- Provide onsite testing and monitoring with online service reports.
- Soften and treat Geo Loop in the cooler months of the year only.

**Location 6:**

K Street Complex  
440 South 8<sup>th</sup> Street  
Lincoln, NE 68508  
402 450-3650

**Mechanical System Description:**

**One (1) chill loop.**

**Current water treatment program:**

- No current testing or monitoring program.

**Current System Issues:**

- No detectable treatment concentrations in Chill Loop.

**Proposed Solutions:**

- Provide onsite testing and monitoring with online service reports.

**Location 7:**

27<sup>th</sup> Street LPD  
1501 North 27<sup>th</sup> Street  
Lincoln, NE  
402 450-3650

**Mechanical System Description:**

**One (1) GEO loop.**

**Current water treatment program:**

- No current testing or monitoring program.

**Current System Issues:**

- No detectable treatment concentrations in GEO Loop.

**Proposed Solutions:**

- Provide onsite testing and monitoring with online service reports.

## Location 8:

Community Mental Health  
2201 South 17<sup>th</sup> Street  
Lincoln, NE 68502  
402 432-8526

### Mechanical System Description:

Three heating loops with glycol, 1 heat pump loop with glycol and 1 100 ton fluid cooler.

### Current water treatment program:

- On site testing being done.
- Good tower controller and bromine feed system.

### Current System Issues:

- No monthly service from water treatment professional.

### Proposed Solutions:

- Provide onsite testing and monitoring with online service reports.
- Provide all treatments and testing reagents for cooling tower.
- Glycol will be "buy as needed" and not included in the monthly pricing agreement.

## Location 9:

Lincoln Health Department  
3140 N. Street  
Lincoln, NE 68510  
402 430-4164

### Mechanical System Description:

One (1) Geothermal Loop, one (1) chill loop and One (1) heat loop.

### Current water treatment program:

- No current testing or monitoring program.

**Current System Issues:**

- No detectable treatment concentrations in Geo Loop.

**Proposed Solutions:**

- Provide onsite testing and monitoring with online service reports.

**Location 10:**

MSC Building  
949 West Bond Street  
Lincoln, NE 68521  
402 430-4164

**Mechanical System Description:**

Two (2) fluid coolers 200 tons each, one (1) heat pump loop, one (1) chill loop and One (1) heat loop.

**Current water treatment program:**

- Current program with Fremont Industries.

**Current System Issues:**

- Program and systems are in good shape and well treated.

**Proposed Solutions:**

- Continue with current program and service schedule.

## Program Overview

A comprehensive program for the City of Lincoln Libraries includes for:

Location 1: Provide a Nanotron boiler treatment timer controller and a treatment and pump for the boiler system and monthly service and consultation during operational periods and online service reports.

Annual Cost.....\$1,740.00

Location 2: Provide tower and loop chemistries, monthly service (during operational periods) and consultation; provide a timer controlled chemical feed pump for biocide feed and online service reports.

Annual Cost.....\$3,009.00

Location 3: Provide tower and loop chemistries, monthly service (during operational periods) and consultation; provide a timer controlled chemical feed pump for biocide feed and online service reports.

Annual Cost.....\$3,915.00

Location 4: Provide tower, boiler and loop chemistries, monthly service (during operational periods) and consultation and online service reports; provide controllers and chemical injection pumps for boiler and tower systems and testing reagents.

Annual Cost.....\$5,521.00

Location 5: Provide loop and geo loop chemistries, monthly service (during operational periods) and consultation and online service reports.

Annual Cost.....\$975.00

Location 6: Provide loop chemistries, monthly service (during operational periods) and consultation and online service reports.

Annual Cost.....\$600.00

Location 7: Provide loop chemistries, monthly service (during operational periods) and consultation and online service reports.

Annual Cost.....\$600.00

Location 8: Provide fluid cooler chemistry, loop monitoring, monthly service (during operational periods) and consultation and online service reports and testing reagents.

Annual Cost.....\$2,300.00

Location 9: Provide loop chemistries, monthly service (during operational periods) and consultation and online service reports.

Annual Cost.....\$975.00

Location 10: Provide fluid cooler chemistry, loop monitoring, monthly service (during operational periods) and consultation and online service reports.

Annual Cost.....\$4,778.04

### Chemistry:

9198 – Patented Premier Cooling Tower Treatment

9577WR – Patented Premier White Rust Cooling Tower Treatment

Stabrom 909 – Oxidizing Biocide

T – Brom 60 Bromine Tablets

C-321 – Closed Loop Treatment

926 – Geothermal Loop Treatment

Any required glycol will be “Buy as Needed” and is not a part of the monthly agreement.

Shipping and freight costs are included.

Program also includes maintenance and programming of all of the provided controllers and chemical injection pumps. We will provide repairs of all other equipment at an additional charge.

**Set annual cost of \$24,413.04 for 3 years.**

**A monthly invoice of \$2,034.42 will be billed to City of Lincoln PBC Facilities. This agreement is dissolvable by either party with 60-day notice.**

**The City of Lincoln PBC Facilities will own the equipment at end of agreement.**

4400 Valley Industrial Blvd. N. • Shakopee, MN 55379-1859 • 952.445.4121 • Fax 952.496.3027

Our goal is to provide you with premium service, equipment and treatments for your facilities. We are confident, with this program; you will be extremely satisfied with the upgrades and improved protection to your systems. We look forward to developing a strong partnership and taking on the challenges with you at your facilities.

Thank you for your consideration,

**Mike Waskiewicz**  
**Account Manager**  
**Water Management Solutions**

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Fremont Industries, Inc.  
1358 S. Enterprise Street  
Olathe, KS 66061  
402.676.4179 (Mobile)  
816.222.0760 (Fax)  
913.962.7676 (District Office)

## Statement of Products and Support

The following Statement of Products and Support ("Statement") is entered into on

\_\_\_\_\_  
by and between Fremont Industries, Inc. ("Fremont") and  
\_\_\_\_\_  
City of Lincoln PBC Facilities  
\_\_\_\_\_  
("Purchaser").

The Fremont Industries, Inc. Product Sale and Support Agreement is incorporated herein by reference.

A. **SCOPE.** The scope of this Statement is the products and product support, including all information provided regarding the use of said products and all assistance regarding the application of said products, provided by Fremont to Purchaser.

B. **FREMONT RESPONSIBILITIES.** Fremont's responsibilities to Purchaser include the following:

1. Fremont shall provide:

All required wet chemistry, service and online service reporting for all locations.

2. Installation of all equipment shall be performed by Purchaser's personnel according to wiring and plumbing diagrams provided by third party equipment manufacturers.

3. Fremont shall provide regular at least MONTHLY testing to determine the need for adjustments in product usage to maintain target levels. Test materials will be provided by Fremont.

4. Fremont SHALL NOT provide Purchaser with the ability to perform 24/7 online monitoring.

5. Fremont shall provide product performance reports at least MONTHLY setting forth test results.

6. Product levels on hand will be checked during regularly scheduled visits and replenished as needed.

C. PURCHASER RESPONSIBILITIES.

1. Except as set forth above, Purchaser shall be responsible for all other water treatment precautions including but not limited to the following:

2. Purchaser shall be responsible for ensuring: (a) that the areas where products sold pursuant to this Statement are held and used are properly secured and ventilated; (b) that all required warnings and other necessary signage is present and properly displayed; (c) that all Purchaser personnel who have access to the area where products are kept are trained regarding the proper handling and disposal of the products, including the use of protective clothing and equipment where applicable; and (d) that all chemicals are properly handled and that protective clothing and equipment is present and available for use at all times.

3. Purchaser shall be responsible for the costs of any parts or equipment.

D. EQUIPMENT TO BE PURCHASED BY CUSTOMER.

1.

E. COSTS FOR PRODUCTS.

1. Annual cost of equipment, chemicals, testing products and product support:	Year 1	<u>\$24,413.04</u>
	Year 2	<u>\$24,413.04</u>
	Year 3	<u>\$24,413.04</u>
2. Annual cost to be invoiced as follows:		
i. Year 1:	<u>\$2,034.42</u>	per <u>MONTH</u>
ii. Year 2:	<u>\$2,034.42</u>	Per <u>MONTH</u>
iii. Year 3:	<u>\$2,034.42</u>	per <u>MONTH</u>

IN WITNESS WHEREOF the parties hereto have executed this Statement as of the date first above written.

FREMONT INDUSTRIES, INC.

PURCHASER

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

## Statement of Products and Support Addendum A

For Old City Hall -

- 1 - Nanotron F2 controller
- 1 - LBO3SA-PTC1 chemical injection pump

Downtown Senior Center-

- 1-LC13BA-VVC1-520 timer chemical injection pump

233 Building-

- 1-LC13BA-VVC1-520 timer chemical injection pump

Trabert Hall-

- 1 - Nanotron F2 controller
- 2 - LBO3SA-PTC1 chemical injection pump
- 1- Walchem WCT410-1N2U Tower Controller