

**Amendment to Agreement
Water Treatment Services Program
for Lincoln City Libraries
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. 10854, (the "Agreement"), for **Water Treatment Services Program for the Lincoln City Library, 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 \$7,023.00 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. 10854, 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 \$7,023.00 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.

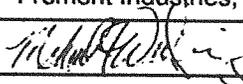
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Official City Use Only

<p>Dated this <u>26th</u> day of <u>August</u> 2014 <u>Patricia Beach</u> Library Director <u>11714</u> Directorial Order No.</p>
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Supplier, please fill out the following information and mail back to our office; a faxed copy is not acceptable.

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

No order will be honored which does not have
the signature of the Director of Purchasing.

Matthew Bellamy
Matthew Bellamy, Director of Purchasing

14030052

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**Water Treatment Services Program
for Lincoln City Libraries,
per Lincoln Public Schools
Proposal No. 7181, dated 07/23/12**

*mike w
402-676-4179*

**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 Boiler, Cooling Tower and Mechanical Water System Monthly Treatment and Testing the Lincoln City Libraries located throughout Lincoln, NE, in compliance with the prices as established via Lincoln Public Schools, Proposal No. 7181, dated July 23, 2012 for Water Treatment Services; 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, dated February 28, 2014 - Attachment A for Water Treatment Services 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 February 28, 2014 - Attachment A for Water Treatment Services, 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 Libraries.
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 Lincoln Public School Proposal No. 7181, dated July 23, 2012 and Fremont Industries Proposal to City of Lincoln, dated February 28, 2014 - Attachment A.

- 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. A monthly invoice of \$585.25 will be billed to the City of Lincoln Libraries. The total cost of products or services for City of Lincoln Libraries shall not exceed \$ 2,926.25 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, dated February 28, 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 by Julee Hector, dated 02/28/14 - 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:

Teran J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Patricia Seal
Library, Director

Approved by Directorial Order No. 10854

Dated March 26, 2014

EXECUTION BY CONTRACTOR

Date: 3/21/14

IF A CORPORATION:

FREMONT INDUSTRIES
Name of Corporation

ATTEST:

(Address)

Secretary (SEAL)

Melvin F. ...
By: _____
Duly Authorized Official

Account Manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

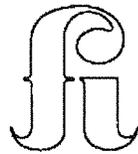
(Address)

By: _____
Member

By: _____
Member



Fremont Industries, Inc.



City of Lincoln Libraries Water Treatment Proposal

February 28, 2014

Attention:

Bob Walla
440 So 8th Street
Lincoln, NE 68508
rwalla@lincoln.ne.gov
Office: 402 441-8309
Cell: 402 440-3724

Julee Hector
136 S. 14th Street
Lincoln, NE 68508
j.hector@lincolnllibraries.org
Office: 402 441-8511

Location 1:

Bennett Martin Public Library
136 S. 14th Street
Lincoln, NE 68508
402 441-8500

Mechanical System Description:

2 steam boilers with a heating surface of 135 sq. ft and a gross output (BTUH) of 1,250,000 used for heating. One 200-ton fluid cooler with heat pump loop used for cooling.

Current water treatment program:

- Untreated city water make up to the boilers and fluid cooler.
- The fluid cooler does have a tower controller; bleed valve and one chemical injection pump for treating the system.
- No current chemical feed to the boilers. One chemical injection pump on site
- No testing or monitoring appears to be happening.

Current System Issues:

- No monthly testing and monitoring in place
- The fluid cooler probe lines appear to be plugged. There is no biocide program for the fluid cooler.
- 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.
- Clear fluid cooler probe lines to ensure adequate water flow across probes and to allow proper treatment feed.
- Utilize current tower treatment pump, controller and bleed valve on fluid cooler. Provide and install a treatment pump for biocide feed.
- Provide a timer feed controller and 2nd treatment injection pump for the boilers. Utilize new treatment pump in box on site for treatment injection as we will need 2 pumps.
- Provide onsite testing with online service reporting.

Location 2:

Victor E. Anderson Branch Library
3635 Touzalin Avenue
Lincoln, NE 68507
402 441-8540

Mechanical System Description:

One (1) heating and one (1) chill loop.

Current water treatment program:

- No current testing or monitoring program

Current System Issues:

- Very weak treatment concentrations.

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

Location 3:

Charles H. Gere Branch Library
2400 South 56th Street
Lincoln, NE 68506
402 441-8560

Mechanical System Description:

One (1) heating and one (1) chill loop.

Current water treatment program:

- No current testing or monitoring program.

Current System Issues:

- Very weak treatment concentrations.

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

Location 4:

Loren Corey Eiseley Branch Library
1530 Superior Street
Lincoln, NE 68521
402 441-8550

Mechanical System Description:**One (1) Geothermal Loop****Current water treatment program:**

- No current testing or monitoring program

Current System Issues:

- No detectable treatment concentrations.
- Elevated hardness levels in water.

Proposed Solutions:

- Provide onsite testing and monitoring with online service reports
- Provide a temporary softener to bring down hardness to treat system. The Geothermal loop treatment requires a 30-50 ppm total hardness level to work properly
- Provide treatment to bring concentration levels up to range to provide adequate corrosion protection

Location 5:

Bess Dodson Walt Library
6701 South 14th Street
Lincoln, NE 68512
402 441-4460

Mechanical System Description:

One (1) Geothermal Loop

Current water treatment program:

- No current testing or monitoring program.

Current System Issues:

- No detectable treatment concentrations.
- Elevated hardness levels in water.

Proposed Solutions:

- Provide onsite testing and monitoring with online service reports.
- Provide a temporary softener to bring down hardness to treat system. The Geothermal loop treatment requires a 30-50 ppm total hardness level to work properly.
- Provide treatment to bring concentration levels up to range to provide adequate corrosion protection.

Program Overview

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

Location 1: A boiler treatment timer controller, treatment and pump for the boiler system; Biocide timer pump and probe line clean out for the tower system. Tower treatment and biocide and monthly service and monitoring with online service reports on both systems during operational periods.

Annual Cost.....\$3,903.00

Location 2 & 3: Provide closed Loop treatment, monthly service (during operational periods) and consultation and online service reports

Annual Cost.....\$1,200.00

Location 3 & 4: Provide a temporary softener to bring down system total hardness down to 30-50 ppm. Provide closed Loop treatment, monthly service (during operational periods) and consultation and online service reports

Annual Cost.....\$1,920.00

Chemistry:

- 9198 - Patented Premier Cooling Tower Treatment
- Stabrom 909 - Oxidizing Biocide
- C-321 - Closed Loop Treatment
- 926 Geothermal Loop Treatment

Shipping and freight costs are included

Program also includes maintenance and programming of the Nanotron Timer Controller, pump and tower biocide pump and associated components. We will provide repairs of all other equipment at an additional charge.

Set annual cost of \$7,023.00 for 3 years.

A monthly invoice of \$585.25 will be billed to City of Lincoln Libraries. This agreement is dissolvable by either party with 60-day notice.

The City of Lincoln Libraries will own the equipment at end of agreement.

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 facility.

Thank you for your consideration.

Mike Waskiewicz
Account Manager
Water Management Solutions



Fremont Industries, Inc.
1358 S. Enterprise Street
Olathe, KS 66061
402.676.4179 (Mobile)
816.222.0760 (Fax)
913.922.7676 (District Office)