

**CONTRACT DOCUMENTS**

***City of Lincoln  
Nebraska***

**Annual Supply of  
Parts for Xylem (Wedeco) TAK55L UV  
Disinfection System  
SOLE SOURCE**

**Xylem Water Solutions USA, Inc.  
Wedeco Products  
14125 South Bridge Circle  
Charlotte, NC 28273  
704.409.9700**

## City of Lincoln, Nebraska Contract Agreement

THIS CONTRACT, made and entered into by and between Xylem Water Solutions, USA, Inc., Wedeco Products, 14125 South Bridge Circle, Charlotte, NC 28273 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 Annual Supply of Parts for Xylem (Wedeco) TAK55L UV Disinfection System, Quote #2014-WED-0901, Sole Source 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, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

**Agreement to UV Spares pricing list as 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 order as needed and pay for products/services, according to the Quote #2014-WED-0901 (see Attachment A), a copy thereof being attached to and made a part of this Contract for an estimated total of \$50,000.00.**

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. PERIOD OF PERFORMANCE: This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Quote #2014-WED-0901, Attachment A

The herein above mentioned Contract Documents 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 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:

*Sandy L. Dubois*  
City Clerk



CITY OF LINCOLN, NEBRASKA

*[Signature]*  
Mayor

Approved by: 087647

Executive Order No. \_\_\_\_\_

Dated Nov. 4, 2014

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

*[Signature]* (SEAL)  
Secretary Marda Kornhaber  
Vice President

Xylem Water Solutions USA, Inc.  
Name of Corporation

14125 South Bridge Circle Char NC  
Address 28273

By: *[Signature]*  
Duly Authorized Official Wesley Lobo

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 \_\_\_\_\_



*Xylem Water Solutions USA, Inc.  
Wedeco Products*

14125 South Bridge Circle  
Charlotte, NC 28273  
Tel 704/409-9700  
Fax 704/295-9080

September 3, 2014

Quote # 2014-WED-0901

CITY OF LINCOLN  
2400 THERESA ST  
LINCOLN NE 68521

Re: LINCOLN NE - 103473

Xylem Water Solutions USA, Inc. - WEDECO is pleased to provide a quote for the following equipment and/or services for your approval.

**UV SPARES**

Qty	Description	Unit Price	Extended Price
1	14-65 06 65 SWCH,LIMIT,DPST,24VDC,3A,TYPE4 SEE TECH NOTES	\$ 150.00	\$ 150.00
1	14-65 19 28 FRAME 6 POSITION MODULAR	\$ 49.00	\$ 49.00
1	14-65 19 37 3 POS MALE/FEMALE PNEU MOD6MM	\$ 12.00	\$ 12.00
1	14-65 19 38 PNEUMATIC MALE CONTACTS 6MM	\$ 15.00	\$ 15.00
1	14-65 19 39 PNEUMATIC CONTACT FEMALE 4MM	\$ 26.00	\$ 26.00
1	14-65 33 63 POWER SUPPLY 24VDC SP-320-24	\$ 306.00	\$ 306.00
1	14-65 87 08 ORIGA AIR CYLINDER ASSY SS SS HARDWARE	\$ 1,896.00	\$ 1,896.00
1	76-01 97 26 WIPER RING DIA.33 PTFE	\$ 11.00	\$ 11.00
1	76-02 15 19 BRUSH, PP SENSOR OLD STYLE	\$ 24.00	\$ 24.00
1	76-02 65 92 UV LAMP NLR1520	\$ 280.00	\$ 280.00
1	76-03 01 50 LAMP MODULE CLIP 43X10X125	\$ 5.00	\$ 5.00
1	76-610 95 10 LAMP CONN INCL ORANGE CABLE ORANGE CABLE	\$ 223.00	\$ 223.00

**WEDECO**  
a xylem brand

Qty	Description	Unit Price	Extended Price
1	76-03 33 09 QUARTZ GLASS TUBE 48X2X1512	\$ 150.00	\$ 150.00
1	76-03 41 11 WIPER CLIP FOR TUBE 48MM (STAI	\$ 25.00	\$ 25.00
1	76-03 60 18 UV SENSOR SO13799 - WW	\$ 940.00	\$ 940.00
1	76-03 63 92 BRUSH,TAK, SS FOR NEW SENSOR	\$ 19.00	\$ 19.00
1	76-03 65 52 LAMP INSERT, TAK, NEW VERSION OLD ITEM # 1702586	\$ 66.00	\$ 66.00
1	76-03 77 60 UCS SENSOR	\$ 856.00	\$ 856.00
1	76-03 82 35 WIPER RING HIPPO 2 41X0,8 VITO	\$ 74.00	\$ 74.00
1	76-03 87 20 WIPER HOLDER 063X15 INCL. PTFE	\$ 18.00	\$ 18.00
1	76-04 13 55 UV INTENSITY BOARD (UVA20MA1)	\$ 759.00	\$ 759.00
1	76-04 48 40 BALLAST ECORAY TDS 55	\$ 557.00	\$ 557.00
1	76-76 05 06 QUARTZ MODULE HIPPO	\$ 296.00	\$ 296.00
1	76-76 05 22 UV SENSOR ASSY, MOUNT & CABLE	\$ 1,740.00	\$ 1,740.00
1	76-129 36 UL CURRENT LIMIT SPIDER UL APPROV US VERSION	\$ 160.00	\$ 160.00
1	76-610 21 67 LAMP, UV ECORAY VL	\$ 135.00	\$ 135.00
<b>Total Project Price</b>			<b>\$ 8,792.00</b>

**Incoterm:** 1 FCA - Free Carrier      **Named Placed:** 02 - US WH/ Factory  
 Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.  
**Terms of delivery:** Freight PP/Add Actual  
**Terms of payment:** Net 30 Standard  
**Warranty:** Standard warranty terms apply to the items in this quotation.  
**Validity:** This Quote is valid for thirty (30) days.  
**Time of delivery:** Approx. 5 - 10 working days after receipt of order.

Sincerely,

**WEDECO**  
 a xylem brand



JULIE ROPIC

Phone: 704-409-9793

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