

**AMENDMENT TO QUOTE 2123  
AGREEMENT FOR CITY (LAST RENEWAL)**

This Amendment is hereby entered into on this 25 day of Jan., ~~2009~~ <sup>2010</sup>, by and between **RodentPro Company, PO Box 118, Inglesfield, IN 47618** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated February 12, 2008, under D. O. No. 588, (the "Agreement"), for The Annual Supply of Mice, Pinkies, Fuzzies & Rabbits, Quote 2123, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is February 1, 2008 thru January 31, 2009, with the option to extend for two (2) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for the additional one (1) year term (**last renewal**) beginning February 1, 2010 thru January 31, 2011; 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 February 1, 2010 thru January 31, 2011.
- 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.

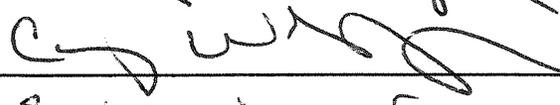
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Official City Use Only**

Dated this <u>6</u> day of <u>January</u> , <del>2009</del> <sup>2010</sup>  _____ Parks Director
---

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

Executed this 21<sup>st</sup> day of December, 2009

Company Name: (PLEASE PRINT)	RodentPro.com, LLC
By: (PLEASE PRINT)	Casey W. Houghby
By: (PLEASE SIGN)	
Title:	Sales Manager
Company Address: (PLEASE PRINT)	P.O. Box 118 Inglesfield, IN 47618
Company Phone & Fax: (PLEASE PRINT)	812-867-7598 Fax: 812-867-6058
E-Mail Address: (PLEASE PRINT)	Casey.w.houghby@rodentpro.com

AMENDMENT TO QUOTE 2123  
AGREEMENT FOR CITY

This Amendment is hereby entered into on this 2<sup>nd</sup> day of Jan, 2009, by and between RodentPro Company, PO Box 118, Inglesfield, IN 47618 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated February 12, 2008, under D. O. No. 588 (the "Agreement"), for The Annual Supply for Mice, Pinkies, Fuzzies & Rabbits, Quote 2123, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is February 1, 2008 thru January 31, 2009, with the option to extend for two (2) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for the additional one (1) year term beginning February 1, 2009 thru January 31, 2010; 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 February 1, 2009 thru January 31, 2010
- 2) In addition to the above, the following is required by Ordinance No. 4.66.100(b): All parties of this Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract, as allowed by law.
- 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>19</u> day
of <u>December</u> 2008
<u>Lynn Johnson</u> Parks Director

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

Executed this 11<sup>th</sup> day of December, 2008

Company Name: (PLEASE PRINT)	RodentPro.com, LLC
By: (PLEASE PRINT)	Casey Willoughby
By: (PLEASE SIGN)	
Title:	Sales Manager
Company Address: (PLEASE PRINT)	P.O. Box 118 Inglesfield, IN 47618
Company Phone & Fax: (PLEASE PRINT)	812-867-7598 Fax-812-867-6058
E-Mail Address: (PLEASE PRINT)	Casey.Willoughby@rodentpro.com

#08010149  
Feb. 1, 2008 thru Jan. 31, 2009

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**Annual Supply for Mice, Pinkies, Fuzzies & Rabbits  
Quote 2123**

**RodentPro Company  
PO Box 118  
Inglefield, IN 47618**

**CITY OF LINCOLN, NEBRASKA  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008, by and between **RodentPro Company, PO Box 118, Inglefield, IN 47618** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

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 and has caused to be published an advertisement for and in connection with said Work, to-wit:

**Annual Supply for Mice, Pinkies, Fuzzies & Rabbits, Quote 2123**

and,

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

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals 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, a copy thereof being attached to and made a part of this Contract;

**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.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction 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 construct, and compete 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:

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 therefor, 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:

As Per Attached Quote Proposal

## CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The term of agreement shall be one (1) year from February 1, 2008 thru January 31, 2009 With the option to renew for two (2) additional one (1) year terms.

### GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

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

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions, if applicable

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the 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:

*Jan E Ross*  
City Clerk



CITY OF LINCOLN, NEBRASKA

*Lyann Johnson*  
Dept. \_\_\_\_\_

Approved by Directorial Order

No. 588

dated 2/12/08

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

\_\_\_\_\_  
Name of Corporation

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

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

*RodentPro.com, LLC*  
Name of Organization

*Limited Liability Company*  
Type of Organization

*P.O. Box 118 Inglefield, IN 47618*  
(Address)

By: *Ken*  
Member

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

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature