

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF MICE, PINKIES, FUZZIES AND RABBITS
QUOTE NO. 4100
SECOND RENEWAL**

This Amendment is hereby entered into by and between Layne Laboratories, Inc., 4303 Huasna Road, Arroyo Grande, CA 93420 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated September 11, 2012, under D. O. No. 08089, (the "Agreement"), for The Annual Supply of Mice, Pinkies, Fuzzies & Rabbits, Quote No. 4100, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is September 11, 2012 through September 10, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from September 11, 2013 thru September 10, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning September 11, 2014 thru September 10, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$9,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from September 11, 2014 thru September 10, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$9,000.00 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.

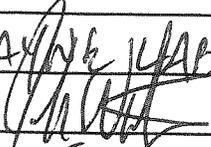
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Official City Use Only

Dated this <u>31</u> day
of <u>July</u> , 2014
 _____ Parks & Recreation Director

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)	LAYNE LABORATORIES, INC
By: (Please Sign)	
By: (Please Print)	JOHN WATERMAN
Title: (Please Print)	CEO
Company Address: (Please Print)	4303 HURON RD ALHAMBRA CALIF CA 91801
Company Phone & Fax: (Please Print))	805 474 1354 / 805 474 1351
E-Mail Address: (Please Print)	john@laynelabs.com
Date: (Please Print)	7/21/14
Contact Person For: "Orders or Service" (Please Print)	JOHN WATERMAN
Phone Number: (Please Print)	805-242-7918

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF MICE, PINKIES, FUZZIES AND RABBITS
QUOTE NO. 4100
FIRST RENEWAL

09687

This Amendment is hereby entered into on this 5 day of Aug, 2013 by and between Layne Laboratories, Inc., 4303 Huasna Road, Arroyo Grande, CA 93420 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated September 11, 2012, under D. O. No. 08089, (the "Agreement"), for The Annual Supply of Mice, Pinkies, Fuzzies & Rabbits, Quote No. 4100, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is September 11, 2012 through September 10, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning September 11, 2013 through September 10, 2014; and

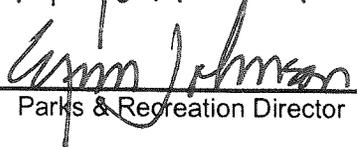
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from September 11, 2013 through September 10, 2014.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

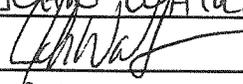
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Official City Use Only

Dated this <u> 1 </u> day
of <u> August </u> , 2013
 _____ Parks & Recreation Director

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)	LAYNE LABORATORIES
By: (PLEASE PRINT)	JOAN WATERMAN
By: (PLEASE SIGN)	
Title:	CEO
Company Address: (PLEASE PRINT)	4303 HUASNA RD ARROYOGRANDE CA
Company Phone & Fax: (PLEASE PRINT)	805.242.7918 - F: 805 474 1351 93420
E-Mail Address: (PLEASE PRINT)	joan@laynelabs.com
Date:	July

12080084

 **COPY**

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**Annual Supply of Mice, Pinkies, Fuzzies & Rabbits
Quote 4100**

**Layne Laboratories, Inc
4303 Huasna Road
Arroyo Grande, CA 93420**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between Layne Laboratories, Inc., 4303 Huasna Road, Arroyo Grande, CA 93420, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "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 and has caused to be published an advertisement for and in connection with said Work, to-wit:

Annual Supply of Mice, Pinkies, Fuzzies & Rabbits, Quote 4100 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/Supplier Response 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/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 City has 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 full proposal

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:

City 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. The City 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 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. The work included in this Contract shall begin as soon as possible from date of executed contract. 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
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Special Provisions
 4. Instructions to Bidders

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 City 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 City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Joan E Rose
City Clerk



CITY OF LINCOLN, NEBRASKA

Ann Johnson
Parks Director

Approved by Directorial Order

08089

dated

9/11/12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

P. MOFFITT (SEAL)
Secretary

LAYNE LABORATORIES, INC
Name of Corporation

4303 Hogan Rd
(Address) Alamo, CA 93420

By: [Signature]
Duly Authorized Official

CEO
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

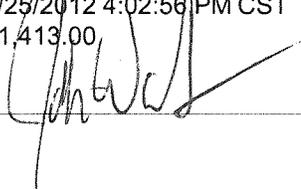
Signature

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

Bid Information	Contact Information	Ship to Information
Bid Creator	Shelly Hinze, Buyer	Address
Email	rhinze@lincoln.ne.gov	Address
Phone	1 (402) 441-8313	Nature Center, Pioneers Park/Parks & Rec.
Fax	1 (402) 441-6513	2740 A St. Lincoln, NE 68502
Bid Number	4100	Contact
Title	Annual Supply of Mice, Pinkies, Fuzzies and Rabbits	Department
Bid Type	Quote	Building
Issue Date	07/16/2012	Suite 200
Close Date	7/19/2012 3:00:00 PM CST	Floor/Room
Need by Date		Telephone (402) 441-8313
		Fax (402) 441-6513
		Email rhinze@lincoln.ne.gov

Supplier Information

Company Layne Laboratories, Inc
 Address 4303 Huasna Road
 Arroyo Grande, CA 93420
 Contact John Waterman
 Department
 Building
 Floor/Room
 Telephone 1 (805) 4741354
 Fax 1 (805) 4741351
 Email john@laynelabs.com
 Submitted 7/25/2012 4:02:56 PM CST
 Total \$1,413.00

Signature 

Supplier Notes

Bid Notes

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	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	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 escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a) Yes (b) No
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	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
7	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
8	Contact	Name of person submitting this bid:	John Waterman
9	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1,000 10,000	EA	Frozen Mice large size more than 1 ounce	\$0.64
Item Notes: Unit price is per each and include shipping.				
Supplier Notes:				
2	1,100	EA	Frozen Fuzzies just starting to get hair	\$0.25
Item Notes: Unit price is per each and include shipping.				
Supplier Notes:				
3	1,100	EA	Frozen New Born Pinky Mice	\$0.18
Item Notes: Unit price is per each and include shipping.				
Supplier Notes:				
4	50	EA	Frozen Rabbits 8-10" long with fur	\$6.00
Item Notes: Unit price is per each and include shipping.				
Supplier Notes:				
Response Total:				\$1,413.00 \$7,173