

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF PROFICIENCY TESTING
QUOTE No. 4240
SECOND RENEWAL**

This Amendment is hereby entered into by and between Wibby Environmental, DBA Phenova, Inc., 6390 Joyce Drive #100, Golden, CO, 80430 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated December 17, 2012, under D. O. No. 08524, (the "Agreement"), for The Annual Supply of Proficiency Testing, Quote No. 4240, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is December 17, 2012 through December 16, 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 D.O. 10271 on November 5, 2013, to renew the agreement for an additional one (1) year period from December 17, 2013 through December 16, 2014; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning December 17, 2014 through December 16, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$1,500.00 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 December 17, 2014 through December 16, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$1,500.00 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.

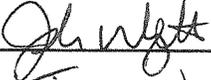
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Official City Use Only

Dated this <u>5</u> day
of <u>Nov</u> 2014
 _____ Public Works & Utilities 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)	Phenova, Inc.
By: (Please Sign)	
By: (Please Print)	Josh Wyeth
Title: (Please Print)	Client Services Manager
Company Address: (Please Print)	6390 Joyce Dr. #100 Golden, CO 80403
Company Phone & Fax: (Please Print))	(P) 303-940-0033 (F) 303-940-0043
E-Mail Address: (Please Print)	sales@phenova.com
Date: (Please Print)	10/23/14
Contact Person For: "Orders or Service" (Please Print)	Josh Wyeth
Phone Number:	303-940-0033

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL SUPPLY OF PROFICIENCY TESTING
QUOTE NO. 4240
FIRST RENEWAL**

This Amendment is hereby entered into on this 23 day of October, 2013 by and between **Wibby Environmental, DBA Phenova, Inc., 6390 Joyce Drive #100, Golden, CO, 80430** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **December 17, 2012**, under **D. O. No. 08524**, (the "Agreement"), for **The Annual Supply of Proficiency Testing, Quote No. 4240**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **December 17, 2012 through December 16, 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 **December 17, 2013 through December 16, 2014**; and

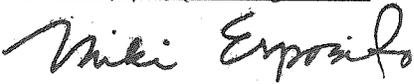
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **December 17, 2013 through December 16, 2014**.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

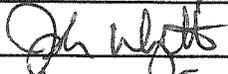
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

Official City Use Only

Dated this <u>5th</u> day
of <u>November</u> 2013

Public Works & Utilities 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)	Phenova Inc.
By: (PLEASE PRINT)	Josh Wyeth
By: (PLEASE SIGN)	
Title:	Customer Service Manager
Company Address: (PLEASE PRINT)	6390 Joyce Drive #100 Golden, CO 80403
Company Phone & Fax: (PLEASE PRINT)	(p) 303-940-0033 (f) 303-940-0043
E-Mail Address: (PLEASE PRINT)	Sales@phenova.com
Date:	10/23/13

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
PROFICIENCY TESTING
Quote No. 4240**

**Wibby Environmental
DBA Phenova, Inc.
6390 Joyce Drive
#100
Golden, CO 80403
303-940-0033**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **Wibby Environmental, DBA Phenova, Inc., 6390 Joyce Drive, #100, Golden, CO 80403**, 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:

For providing **Annual Supply of Proficiency Testing, Quote No. 4240** 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. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term, with 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
 5. Sales Tax Exemption Form 13

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.

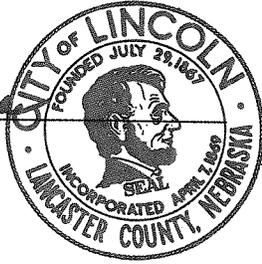
IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Jan E. Ross



CITY OF LINCOLN, NEBRASKA

Public Works and Utilities Director

Miki Espinoza

Approved by Directorial Order

08524

dated DEC 17 2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Phenova, Inc.

Name of Corporation

6390 Joyce Dr. #100 Golden, CO 80403

(Address)

By:

Duly Authorized Official

[Signature]

President

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	Purchasing\City & County	Address	Public Works & Utilities, Wastewater/Solid Waste
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		2400 Theresa St.
Phone	1 (402) 441-8313		Lincoln, NE 68508		Lincoln, NE 68521
Fax	1 (402) 441-6513	Contact	Rachelle Hinze, Buyer	Contact	
Bid Number	4240	Department		Department	
Title	Annual Supply of Proficiency Testing - Wastewater Dept.	Building		Building	
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	10/23/2012	Telephone	1 (402) 441-8313	Telephone	
Close Date	11/5/2012 2:00:00 PM CST	Fax	1 (402) 441-6513	Fax	
Need by Date		Email	rhinze@lincoln.ne.gov	Email	

Supplier Information

Company: Wibby Environmental
 Address: 6390 Joyce Drive *dba Phenova*
 #100
 Golden, CO 80403
 Contact: Josh Wyeth
 Department:
 Building:
 Floor/Room:
 Telephone: 1 (303) 9400033
 Fax: 1 (303) 9400043
 Email: cwibby@wibby.com
 Submitted: 11/2/2012 12:50:43 PM CST
 Total: \$2,579.00

Signature _____

Supplier Notes

Name change from Wibby Environmental to Phenova, Inc. TIN number is the same.

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	Response Total Submitted	I have completed the Excel spreadsheet in the Line Item section and attached it under the RESPONSE ATTACHMENT tab of my ebid response.	y
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Renewal is an Option	Contract Extension Renewal is an option.	Yes
5	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, C. Length of Contract
6	Contact	Name of person submitting this bid:	Josh Wyeth
7	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Lump Sum - Fill out the itemized Excel spreadsheet attached below. Completed and attach the spreadsheet in the 'Response Attachments' tab above. Enter the total amount of bid in the Unit price. The itemized prices on the spread sheet will take precedence.	\$2,579.00

Item Notes: Vendor shall enter results on-line and send results directly to both the EPA Regional Coordinator and Nebraska Dept. of Environmental

Supplier Notes: Wibby Environmental has changed names to Phenova, Inc.
Contact is Josh Wyeth.

Response Total: \$2,579.00
