

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR WATER SAMPLING TESTING
FIRST RENEWAL**

This Amendment is hereby entered into on this 29 day of May, 2014 by and between Department of Health and Human Services System, Division of Public Health, Environmental Laboratory, P.O. Box 95007, Lincoln, NE 68509-5007 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated July 31, 2013, under E. O. No. 86327, (the "Agreement"), for The Annual Requirements for Laboratory Testing of Water Samples, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is July 31, 2013 through July 30, 2014, 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 renew the agreement for an additional one (1) year term beginning July 31, 2014 through July 30, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$80,000.00 without prior approval by the City of Lincoln.

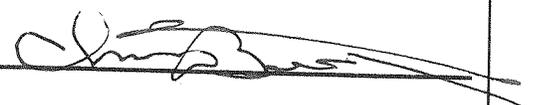
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from July 31, 2014 through July 30, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$80,000.00 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>19th</u> day
of <u>June</u> 2014


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)	DHHS - Division of Public Health
By: (Please Sign)	Mary Sue Semerena
By: (Please Print)	Mary Sue Semerena
Title: (Please Print)	Administrator
Company Address: (Please Print)	301 Centennial Mall South
Company Phone & Fax: (Please Print)	402/471-0928 (fax) 402/471-0169
E-Mail Address: (Please Print)	marysue.semerena@nebraska.gov
Date: (Please Print)	5-29-14
Contact Person For: "Orders or Service" (Please Print)	Mary Boden
Phone Number: (Please Print)	402-471-8441

SERVICE AGREEMENT

I. INTRODUCTION

This Agreement is between the City of Lincoln, Nebraska (CITY) for laboratory tests on water samples, and Department of Health and Human Services System, Division of Public Health, Environmental Laboratory (CONTRACTOR), with a place of business at 301 Centennial Mall South, Lincoln, Ne 68509-5007; mailing address P.O. Box 95007, Lincoln, Ne 68509-5007.

II. SERVICES

The Contract and City enter this Agreement for the Contractor to:

- A. Perform laboratory tests on water samples supplied by the City to the Contractor.
- B. Perform laboratory tests to measure the presence of total coliform and *Escherichia coli* bacteria in the water samples supplied.
- C. Perform such laboratory tests according to standards established by the United States Environmental Protection Agency (EPA) and the Nebraska Department of Health and Humans Services Regulation and Licensure.
- D. Notify the City of the result of testing. The Contractor shall immediately notify the City of any positive *Escherichia coli* samples.

The Contractor and City enter this Agreement for the City to:

- A. Take and deliver water samples to the Contractor.
- B. Supply the Contractor reporting forms for the purpose of recording test procedures and results.

III. TERM

The term of this agreement shall be a one year term July 1, 2013 thru June 30, 2014 with the option to renew for three additional one year terms. The agreement shall continue until completion of all obligations, but shall in no event be longer than one year. Upon expiration of the term prior to completion, City shall pay the Contractor for any services completed up to the date of expiration.

IV. COMPENSATION

There are approximately 2,500 drinking water compliance samples per year, however, sample numbers may increase during the period of the Agreement to meet population-based increased monitoring requirements. Cost per Colilert sample is \$15.00; cost per Colilert Quantitray sample is \$17.00.

The Contractor shall submit monthly itemized invoices. The City will make payments to the Contractor within 30 days of receipt of invoice.

V. TERMINATION FOR BREACH

Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing upon giving the other party thirty (30) days written notice. Upon termination, the City shall pay Contractor for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

VI. TERMINATION FOR CONVENIENCE

City has the right to terminate this Agreement for any reason for its own convenience. If City terminates this Agreement for convenience, City shall provide Contractor with thirty (30) days written notice of the termination. Upon termination, the City shall pay Contractor for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

VII. TERMINATION FOR LACK OF FUNDING

The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of City. In the event of unavailability of funds to pay any amounts due under this Agreement, City shall immediately notify the Contractor and this Agreement shall terminate without penalty or expense to City. Upon termination, the City shall pay Contractor for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

VIII. DUTIES GENERALLY

The Contractor agrees as follows:

- A. To timely and professionally complete the services as described above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.
- B. To furnish everything reasonably necessary to complete the Services unless specifically provided otherwise in this Agreement.
- C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
- D. To conduct all activities related to the services in a lawful manner.
- E. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.

IX. INDEPENDENT CONTRACTOR

City is interested only in the results produced by this Agreement. The Contractor has sole and exclusive charge and control of the manner and means of performance. The Contractor shall perform as an independent contractor and it is expressly understood that the Contractor or any of its staff are not employees of City and are not entitled to any City benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave.

X. INSURANCE

- A. Contractor shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting Contractor and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by Contractor and Contractor's employees, or those directly or indirectly employed by Contractor. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
1. All acts or omission- \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 3. Personal Injury Damage - 1,000,000 each Occurrence; and
 4. Contractual Liability - 1,000,000 each Occurrence; and
 5. Products Liability and Completed Operations - 1,000,000 each Occurrence
 6. Medical Expenses (any one person) - \$10,000
- B. The following shall be provided and attached to this Agreement by the Contractor:
1. A Certificate of Insurance for its General Liability Insurance. The City of Lincoln shall be specifically named as an additional insured on the General Liability Insurance. The Contractor may present evidence of equivalent self-insurance in place of a certificate of insurance for General Liability Insurance. The City shall be treated as an additional insured as if the Contractor possessed General Liability Insurance; and
 2. Proof of Workers' Compensation Insurance, where appropriate.
- C. Contractor is required to provide the City with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement. If Contractor obtains General Liability Insurance during the term of this Agreement, it shall add the City as an additional insured and provide a copy of the Certificate of Insurance naming the City as an additional insured.

XI. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of Contractor, or anyone for whose acts any of them may be liable. This section will not require Contractor to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City. The City or the Contractor does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. This section survives any termination of this Agreement.

XII. FAIR EMPLOYMENT

The Contractor shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and *Neb. Rev. Stat. §48-1122*, as amended.

XIII. FAIR LABOR STANDARDS

The Contractor shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

XIV. NEBRASKA LAW

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

XV. INTEGRATION, AMENDMENTS, ASSIGNMENT

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

XVI. SEVERABILITY & SAVINGS CLAUSE

Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

XVII. CAPACITY

The undersigned person representing the Contractor does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Contractor to this Agreement.

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

Mary Sue Semorena
Department of Health and Human Services
Division of Public Health, Environmental Laboratory
P.O. Box 95026
301 Centennial Mall South
Lincoln, Ne 68509-5007

Chris Beutler
Chris Beutler
Mayor of Lincoln
555 South 10th Street
Lincoln, Nebraska 68508

7-9-13
Date of Signature/Contractor

July 31, 2013
Date of Execution/Mayor

DRINKING WATER ANALYTES	Price per test
13 PARAMETER (Alkalinity, Calcium, Chloride, Nitrate, Fluoride, Iron, Hardness, Manganese, Sodium, pH, Sulfate, Special Quantitray, TDS)	\$273.00
TOTAL WATER QUALITY (NEW WELL)	\$3,827.00
PHASE II IOC - Barium, Cadmium, Chromium, Fluoride, Mercury, Selenium	\$135.00
PHASE V - Antimony, Beryllium, Cyanide, Nickel, Sulfate, Thallium	\$148.00
LANGLIER INDEX (Alkalinity, Hardness, pH, TDS)	\$94.00
AIR QUALITY	
AIR QUALITY	\$32.00
BLOOD ALCOHOL	
ALCOHOL	\$105.00
BACTERIOLOGY	
COLIFORM BY COLILERT	\$15.00
COLIFORM BY QUANITRAY (each subsequent dilution is \$14 extra)	\$17.00
COLIFORM BY QUANITRAY 2000	\$17.00
CRYPTOSPORIDIUM / GIARDIA	* \$440.00
FECAL COLIFORM-by QT	\$17.00
FECAL STREP	\$31.00
IRON BACTERIA	\$65.00
SULFATE REDUCING BACTERIA	\$65.00
TOTAL PLATE COUNT	\$39.00
MPA (microscopic particulate analysis)	\$410.00
INORGANICS	
ALKALINITY, AS CaCO ₃	\$20.00
AMMONIA	\$30.00
AMMONIA, NON DISTILLED	\$22.00
ASBESTOS	* \$255.00
BROMATE	* \$118.00
CARBONATE / BICARBONATE	* \$13.00
CHLORIDE	\$21.00
CHLORITE	* \$32.00
CONDUCTIVITY	\$15.00
CYANIDE	\$47.00
DISSOLVED OXYGEN	\$15.00
FLUORIDE	\$18.00
NITRATE/ NITRITE	\$16.00
NITRITE	\$32.00
NITROGEN - KJELDAHL (TKN)	\$30.00
ORTHO PHOSPHATE	\$26.00
PARTICULATES (MPA ONLY)	* \$357.00
PH	\$20.00
PHOSPHORUS - TOTAL	\$30.00
RESIDUAL CHLORINE	\$26.00
SALINITY	* \$14.00
SULFATE	\$25.00
SULFIDE	* \$45.00
SULFUR, TOTAL (digested)	* \$90.00
SURFACTANTS	* \$13.00
SUSPENDED SEDIMENT CONCENTRATION(SSC)	\$32.00
TOTAL DISSOLVED SOLIDS (TDS)	\$29.00
TOTAL HARDNESS	\$25.00
TOTAL ORGANIC CARBON (TOC)	* \$41.00
TURBIDITY	\$12.00
METALS (price per individual metal)	
ICP metals w/o digestion: Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Copper, Lead, Manganese, Molybdenum, Nickel, Selenium, Silver, Thallium, Uranium, Vanadium, and Zinc	\$19.00

Nebraska DHHS Laboratory 2013 Price List

Prices good from July 1, 2013 to June 30, 2014

DRINKING WATER ANALYTES	Price per test
ICP metals with digestion: Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Copper, Lead, Manganese, Nickel, Selenium, Silver, Thallium, Uranium, or Zinc	\$35.00
AA metals w/o digestion: Calcium, Iron, Magnesium, Potassium, or Sodium	\$21.00
AA metals with digestion: Calcium, Iron, Magnesium, Potassium, or Sodium	\$37.00
MERCURY	\$41.00
MICROWAVE DIGESTION (for metals)	\$16.00
SAMPLE FILTRATION (for metals)	\$12.00
BORON	* \$13.00
HEXAVALENT CHROMIUM	* \$65.00
SILICON	* \$28.00
SILICA	* \$28.00
ORGANICS	
AOC (ASSIMILABLE ORGANIC CARBON)	* \$330.00
DIC (DISSOLVED INORGANIC CARBON)	* \$50.00
1613 (DIOXIN)	* \$440.00
504.1 (EDB/DBCP)	\$157.00
505 (PCB'S/TOXAPHENE)	\$159.00
515.3 (CHLORINATED HERBICIDES)	\$258.00
524.2 (VOC'S/THM'S)	\$237.00
525.2 (PESTICIDE)	\$247.00
531.1 (CARBAMATES)	\$223.00
547 (GLYPHOSATE)	\$216.00
548.1 (ENDOTHALL)	* \$260.00
549.2 (PARAQUAT/DIQUAT)	\$241.00
552.2 (HALOACETIC ACIDS)	\$248.00
529 (EXPLOSIVES)	* \$320.00 we ship
RADIOCHEMISTRY	
GROSS ALPHA	* \$55.00
RADIUM 226	* \$83.00
RADIUM 228	* \$83.00
RADON IN WATER	\$110.00
URANIUM, ISOTOPIC TOTAL	* \$130.00
TH (THORIUM)	* \$141.00
SURFACE/WASTE WATER ANALYTES	
1664	* 153.00
AMMONIA, DISTILLED	\$30.00
BOD / CBOD	\$54.00
COD	\$52.00
FECAL COLIFORM-by QT	\$17.00
NITROGEN - KJELDAHL (TKN)	\$30.00
OA 1 (GRO)	* \$98.00
OA 2 (DRO)	* \$98.00
ORTHO PHOSPHATE	\$26.00
PH	\$20.00
PHOSPHORUS - TOTAL	\$30.00
SURFACTANTS	* \$13.00
SUSPENDED SEDIMENT CONCENTRATION(SSC)	\$32.00
TOTAL ORGANIC CARBON (TOC)	* \$41.00
TOTAL SUSPENDED SOLIDS (TSS)	\$21.00
* Contracted test prices are subject to change	