

4600007912
2012 06 26

**FIRST AMENDMENT
TO
AGREEMENT FOR REPAIR, INSPECTION
AND PREVENTIVE MAINTENANCE SERVICES ON LAB EQUIPMENT**

THIS FIRST AMENDMENT TO AGREEMENT FOR REPAIR, INSPECTION AND PREVENTIVE MAINTENANCE SERVICES ON LAB EQUIPMENT FOR VARIOUS DEPARTMENTS (the "First Amendment") is made by and between the CITY OF HOUSTON, TEXAS (the "City"), a home-rule city of the State of Texas, principally situated in Harris County, Texas, acting by and through its governing body, the City Council, and NIVERCO BIOMEDICAL SERVICES (formerly Niverco Medical Services) ("Contractor"), a corporation doing business in Texas.

WITNESSETH

WHEREAS, pursuant to Ordinance No. 2007-0946, passed and adopted by City Council on August 22, 2007, the City entered into an Agreement for Repair, Inspection and Preventive Maintenance Services on Lab Equipment for Various Departments (the "Original Agreement") (Contract No. 4600007912) with Contractor; and

WHEREAS, the City and Contractor now desire to amend the Original Agreement to extend its term for two additional years to enable the City to continue to use Contractor's services.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements and benefits contained in the Original Agreement and this First Amendment, the City and Contractor agree as follows:

I

1) Section IV.C. Renewals of the Original Agreement is hereby deleted in its entirety and substituted in its place with the following:

“Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed each year for four successive one-year terms on the same terms and conditions. If the Director of City chooses not to renew the Agreement, the City Purchasing Agent shall notify Contractor of non-renewal at least 30 days before the expiration of the then-current term.”

2) Exhibit “H”-Fees and Costs to the Original Agreement is hereby amended to provide that the pricing for Year 5 set out in Exhibit “H” for each department will be applicable to Year 6 and Year 7 as provided in this First Amendment.

II

In the event of a conflict between the Original Agreement and this First Amendment, this First Amendment shall prevail.

III

All other terms and conditions of the Original Agreement, except as amended in this First Amendment, shall continue in full force and effect.

Signatures

IN WITNESS WHEREOF, the parties have executed this First Amendment in multiple originals, each of equal force and effect.

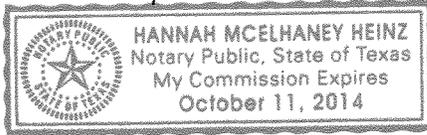
WITNESS:

Contractor:

NIVERCO BIOMEDICAL SERVICES

By: Hannah McElhaney Heinz
Name: Hannah McElhaney Heinz
Title: Notary

By: Dale V Niver
Name: Dale V Niver
Title: owner



ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

Wendy Russell
City Secretary

Annise D. Parker
Mayor Matthew D. Appel

APPROVED:

COUNTERSIGNED BY:

Cheri D. Waller
City Purchasing Agent

Ronald C. Ghent
City Controller Ch B. Wm

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Sam P. Nguyen
Sr. Assistant City Attorney
L.D. File No.0371200162001

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