



# INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

*We Protect Hoosiers and Our Environment.*

*Mitchell E. Daniels Jr.*  
Governor

*Thomas W. Easterly*  
Commissioner

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Indianapolis, Indiana 46204  
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August 25, 2011

Kevin Falvey  
Microbac Laboratories, Inc.  
5713 West 85<sup>th</sup> Drive  
Indianapolis, IN 46278

Re: Amendment for time to the Contract  
Agreement A305-9-292  
Laboratory Services

Mr. Falvey,

Please find enclosed an Amendment to the Contract A305-9-292 to provide analytical laboratory services to the Indiana Department of Environmental Management's (IDEM) Office of Land Quality (OLQ). This Amendment is for a time extension only. The original Contract was signed into effect on October 13, 2009. The Amended Contract shall now terminate on December 31, 2013. This extension shall allow for additional potential opportunities for your firm to engage in contract work with IDEM.

An appropriate signature authority representing your firm should sign and date this Contract Amendment. Please note that the Contract Amendment must be attested. An attestation may be completed by a secretary or administrative assistant in your organization. The original and signed Contract Amendment should be returned to me as soon as possible at the following address:

Christopher Elliott, Senior Environmental Manager  
Finance and Operations Section  
Office of Land Quality  
Indiana Department of Environmental Management  
100 North Senate Avenue  
Indianapolis, Indiana 46204

If you have any questions and/or comments concerning this matter, please feel free to contact me by telephone at 317/232-4536, or by electronic mail at [celliott@idem.IN.gov](mailto:celliott@idem.IN.gov). We look forward to a very productive relationship with your firm.

Sincerely,

Christopher Elliott  
Senior Environmental Manager  
Office of Land Quality

Enclosure(s)

**AMENDMENT # 1**

This is an amendment to the Contract A305-9-292 entered into by and between the Indiana Department of Environmental Management (the "State") and Microbac Laboratories, Inc. (the "Contractor") dated October 13, 2009.

The State needs to add additional time to the term of this Contract, so that the Contractor may continue to perform work activities related to analytical laboratory services in order to provide valid and timely data, which shall be utilized by various program areas throughout the Office of Land Quality.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. **Change TERM** which now reads: "This Contract shall be effective for a period of two (2) years. The Commencement Date of this Contract shall be the date the last State signatory signs this Contract."

**To read:** "The commencement date of this agreement shall be October 13, 2009 (the Commencement date) and shall terminate on December 31, 2013."

2. **Change Section "9 B. Compliance with Laws."** which reads:

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Master Agreement immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

**To read:**

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC 4-2-6, *et seq.*, IC 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector's General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this amended Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

3. **Add the following Section 47. "Employment Eligibility Verification" to read:**

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-

3. The Contractor is not required to participate should the E-Verify program cease to exist.

Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Master Agreement other than that which appears upon the face of this Master Agreement.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Master Agreement. The parties, having read and understood the foregoing terms of this Master Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

(Contractor:  
By: [Signature]  
Printed Name: JEFFREY M LOEWE  
Title: DIVISION MANAGER  
Date: 8-31-2011

(Where Applicable)  
Attested By: [Signature]  
Kevin B. Falvey  
Business Development  
8/31/2011

**Indiana Department of Environmental Management**

\_\_\_\_\_  
Thomas W. Easterly, Commissioner  
Date: \_\_\_\_\_

**Indiana Office of Technology**

\_\_\_\_\_  
Brian S. Arrowood, Chief Information Officer  
Date: \_\_\_\_\_

**Department of Administration**

\_\_\_\_\_  
(for)  
Robert D. Wynkoop, Commissioner  
Date: \_\_\_\_\_

**State Budget Agency**

\_\_\_\_\_  
(for)  
Adam M. Horst, Director  
Date: \_\_\_\_\_

**APPROVED as to Form and Legality:  
Office of the Attorney General**

\_\_\_\_\_  
(for)  
Gregory F. Zoeller, Attorney General  
Date: \_\_\_\_\_