

**Amendment to Agreement for
City of Lincoln
Public Transportation Bio-Diesel Reimbursement
(2nd & Final Renewal)**

This Amendment is hereby entered into on this 24 day of October, 2013, by and between Nebraska Soybean Board, 3815 Touzalin Ave., Suite 101, Lincoln, NE 68507 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated May 16, 2012, under Directorial Order No. 07450, (the "Contract"), for **Public Transportation Bio-Diesel Reimbursement**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is May 16, 2012 through September 30, 2012, with the option to renew for two (2) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City Directorial Order No. 08191 on October 8, 2012 to renew the agreement for an additional one (1) year period from October 1, 2012 through September 30, 2013; and

WHEREAS, the parties wish to renew the Agreement for an additional one (1) year term for the period of October 1, 2013 through September 30, 2014.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Directorial Order No. 07450, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning October 1, 2013 through September 30, 2014.
- 2) All other terms of the Contract, 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>24th</u> day
of <u>October</u> 2013

_____ Director, Public Works & Utilities

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Nebraska Soybean Board
By: (PLEASE PRINT)	Victor Bohoslavsky
By: (PLEASE SIGN)	Victor Bohoslavsky
Title:	Executive Director
Company Address: (PLEASE PRINT)	3815 Touzalín Ave, Lincoln, Ne 68507
Company Phone & Fax: (PLEASE PRINT)	402-441-3240, 402-441-3238
E-Mail Address: (PLEASE PRINT)	victor@nebraskasoybeans.com
Date	10-11-2013

**Amendment to Agreement for
City of Lincoln
Public Transportation Bio-Diesel Reimbursement
Bid No. 12-007
(1st Renewal)**

This Amendment is hereby entered into on this ____ day of _____, 2010, by and between Nebraska Soybean Board, 3815 Touzalin Ave., Suite 101, Lincoln, NE 68507 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated May 16, 2012, under D. O. No. 07450, (the "Agreement"), for **Public Transportation Bio-Diesel Reimbursement, Bid No. 12-007**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is May 16, 2012 thru September 30, 2012, with the option to extend for two (2) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning October 1, 2012 thru September 30, 2013; and

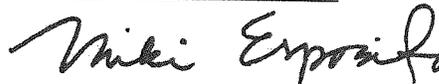
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term beginning October 1, 2012 thru September 30, 2013.
- 2) All other terms of the Contract, 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.

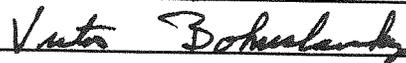
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>8th</u> day
of <u>October</u> 2012

Public Works and Utilities Director

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Executed this 24 day of September, 2012

Company Name: (PLEASE PRINT)	<u>Nebraska Soybean Board</u>
By: (PLEASE PRINT)	<u>Victor Bohuslavsky</u>
By: (PLEASE SIGN)	
Title:	<u>Exec Director</u>
Company Address: (PLEASE PRINT)	<u>3815 Touzalin Ste 101, Lincoln 68507</u>
Company Phone & Fax: (PLEASE PRINT)	<u>402-441-3240 402-441-3238</u>
E-Mail Address: (PLEASE PRINT)	<u>Victor@nebraskasoybeans.org</u>

CONTRACT DOCUMENTS

*City of Lincoln
Nebraska*

PUBLIC TRANSPORTATION BIO-DIESEL REIMBURSEMENT

**Nebraska Soybean Board
3815 Touzalin Ave. Suite 101
Lincoln, NE 68507
402-441-3240**

**City of Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into this 16 day of May 2012, by and between **Nebraska Soybean Board, 3815 Touzalin Avenue, Suite 101, Lincoln, NE 68507** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, the City has caused to be prepared, in accordance with law, for the service provided herein described, and has approved and adopted said documents for and in connection with said service, to-wit:

PUBLIC TRANSPORTATION BIO-DIESEL REIMBURSEMENT

and,

WHEREAS, the City, has determined and declared the Contractor to be the Provider of the said Services for the sum or sums named in the Contractor's letter titled Attachment A, 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 City and the mutual covenants herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. The Contractor agrees to pay the City for the performance of the service embraced in this Contract, the Contractor agrees to provide reimbursement according to the following terms, payment thereof to be made in the following manner:

The Contractor will pay the City according to the terms listed in the letter titled Attachment A, a copy thereof being attached to and made a part of this Contract. Contractor must make payment to the City within 15 days of receiving invoices for bio-diesel fuel received. In the event the Contractor's funding is eliminated, the Contractor agrees to notify the City 30 days prior to the expiration of funds.

2. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person 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.
3. Non-Discrimination Clause. StarTran shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the (Recipient) of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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 Laws of the State of Nebraska shall govern the rights, obligations and remedies of the Parties under this bid and any agreement reached as a result of the award of bid.
8. The work included in this Contract shall begin on date of executed contract through September 30, 2012 with the option to remove for (2) two, (1) one year terms upon mutual consent of both parties.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Attachment A
 3. Federal Contract Forms

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 by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

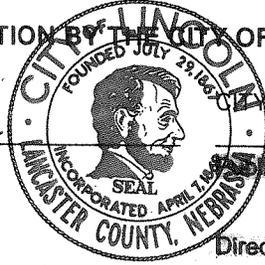
IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Jean E Ross



CITY OF LINCOLN, NEBRASKA

Public Works Director

Approved by:

Miki Sposito

07450

Directorial Order No.

Dated *May 16, 2012*

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Nebraska Soybean Board
Name of Corporation
3815 Touzalin Ave, Ste 101, Lincoln, Ne 68507
Address

By: *Gregg Smith*
Duly Authorized Official
Chairman NSB
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

Soybeans

Nebraska Soybean Board

Project : NE School Bus and Public Transportation Biodiesel Program.

The Nebraska Soybean Board will work with Nebraska's school districts and public transportation systems to educate and encourage the use of biodiesel for its benefits to environment, equipment and the health of the general public.

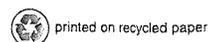
Those organizations using a B- 20 blend fuel, can be reimbursed the difference in costs between Number 2 diesel fuel and the B - 20 blend. The project is capped at \$100,000 for the fiscal year FY12 which is October 1, 2011 to September 30, 2012.

Vivian Bohmelandt
Ex Dir. NE Soybean Bd.
3-29-2012

Nebraska Soybean Board

3815 Touzalin Avenue, Suite 101 • Lincoln, Nebraska 68507

402/441-3240 • 800/852-2326 • FAX 402/441-3238



CITY OF LINCOLN ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the grantee or a subgrantee in accordance with Federal Requirements, the Contractor agrees to provide the Purchaser, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to Federal Requirements to provide the appropriate Federal agency access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the Recipient or a subgrantee of the Recipient in accordance with Federal Requirements, Contractor agrees to provide the Purchaser and the appropriate Federal agency access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the Recipient or a subgrantee of the Recipient in accordance with Federal Requirements, Contractor agrees to provide the Purchaser, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the Recipient or a subgrantee of the Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

CITY OF LINCOLN

BREACHES AND DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Contract Remedies

(A) Remedies for breach or noncompliance with contract. If a contractor or subcontractor materially fails to comply with any term of the contract, the City may take one or more of the following actions, as appropriate in the circumstances:

- (1) Withhold payments pending correction of the deficiency or breach by the contractor or subcontractor.
- (2) Impose liquidated damages, where appropriate.
- (3) Temporarily cancel further purchases or services until a resolution is reached.
- (4) Ban the contractor from further business with the City, or (5) Take other remedies that may be legally available.

CITY OF LINCOLN

EQUAL EMPLOYMENT OPPORTUNITY

Civil Rights, Equal Employment Opportunity The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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 forms of compensation; and selection for training, including apprenticeship.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

REPORTING REQUIREMENT AND REGULATIONS

Contractor agrees to provide the City, upon request, full and complete reports and/or other information as to the Contractor's operations and conduct under the Contract.