

AMENDMENT TO AGREEMENT FOR QUOTE 1875

This Amendment is hereby entered into on this 10 day of March, 2009, by and between Vanguard Industries, Inc., PO Box 67217, Lincoln, NE 68506 (hereinafter "Contractor") and Lancaster County and The City of Lincoln (hereinafter "Owners"), for the purpose of renewing the C-07-0081, dated February 28, 2007, and E.O. 78800, dated March 20, 2007, (the "Contract"), for The Annual Requirements for Fuel Tank Maintenance and Service, Quote 1875, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 20, 2007 thru March 19, 2008, with the option to renew for two (2) additional one (1) year periods; and

WHEREAS, the parties renewed the Contract for an additional one (1) year term beginning March 20, 2008 thru March 19, 2009; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning March 20, 2009 thru March 19, 2010; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-07-0081 and City E.O. #78800, and stated herein the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year term beginning March 20, 2009 thru March 19, 2010.
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.

Lancaster County Board of Commissioners Signatures

Official City Use Only

Dated this 24 day of March 2009

Dated this 10 day of March 2009
Director, Public Works & Utilities

Handwritten signatures of Board of Commissioners members: Bob Schorr, Gary Kuller, Jeff Workman, Bernie Heierwabsch.

C-09-0126 FILED MAR 17 2009

LANC. COUNTY CLERK

Attest:

Handwritten signature of County Attorney

Supplier, please fill in the following information: Dated this 12th day of FEBRUARY, 2009

Table with 2 columns: Field Name (PLEASE PRINT) and Value. Fields include Company Name (VANGUARD INDUSTRIES), By (LARRY J. ISAACSON), Title (PRESIDENT), Company Address, Company Phone & Fax, and E-Mail Address.

**AMENDMENT TO
AGREEMENT FOR QUOTE 1875**

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This Amendment is hereby entered into on this 21 day of March, 2008, by and between **Vanguard Industries, Inc., PO Box 67217, Lincoln, NE 68506** (hereinafter "Contractor") and **City of Lincoln and Lancaster County, Nebraska** (hereinafter "City/County"), for the purpose of amending an Agreement dated **March 20, 2007**, under Contract No. **078800**, (the "Agreement"), for **The Annual Requirements for Fuel Tank Maintenance and Service, Quote 1875**, a copy of which is attached hereto and made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **March 20, 2007 thru March 19, 2008**, 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 extend the agreement for the additional one (1) year term beginning **March 20, 2008 thru March 19, 2009**; 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 **March 20, 2008 thru March 19, 2009**.
- 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.

RECEIVED
C-08-0103
MAR 12 2008

Lancaster County Board of Commissioners Signatures

Executed this 18 day of March, 2008

Bob Schorr
Don A. Hevener Jr.
Bob Workman
Bryan New
Larry Rudolph

Official City Use Only

LANC. COUNTY CLERK

Dated this 21 day
of MAR 2008

[Signature]
Director Public Works & Utilities

Supplier Information

(Supplier Please Fill In the Date and Following Information and mail back to our office - a faxed copy is not acceptable)

Executed this 7th day of JANUARY, 2008

Company Name:	VANGUARD INDUSTRIES
By: (Please Print)	LARRY J. ISAACSON
By: (Please Sign)	<u>[Signature]</u>
Title:	PRESIDENT / OWNER
Company Address:	P.O. BOX 67217; LINCOLN, NE 68506
Company Phone & Fax:	402-489-6492 ; 402-489-6493

NOTE: If you are a Service Provider, you must include a copy of your updated "Acord Certificate of Liability Insurance."

C-07-0081

FILED

FEB 28 2007

LANC. COUNTY CLERK

CONTRACT DOCUMENTS

**CITY OF LINCOLN,
LANCASTER COUNTY,
NEBRASKA**

**FUEL TANK MAINTENANCE AND SERVICE
Quote # 1875 OC**

**Contractor:
Vanguard Industries, Inc.
PO Box 67217
Lincoln, NE 68506**

CITY OF LINCOLN & LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 6th day of March, 2007, by and between Vanguard Industries, PO Box 67217, Lincoln, NE 68506, hereinafter called Contractor, and the City of Lincoln, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision, hereinafter called the Owners.

WITNESS, that:

WHEREAS, the Owners have 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 Fuel Tank Maintenance and Service for the City of Lincoln and Lancaster County,
as per Quote #1875 OC, and**

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a Quote in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals 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, 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 contained herein, the Contractor and the Owners hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction 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 construct, and compete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owners of the Contractor's Proposal, or part thereof, as follows:

1. The Owners agree to pay the Contractor for the performance of the Work embraced in this Contract and the Contractor agrees to accept as full compensation therefor, 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 Owners:

**Pump Water & Sediment Out of Tanks -Diesel Fuel -\$150.00/Tank Gas Fuel - \$75.00/ Tank
Treat Diesel Fuel With Microbiocide - \$25.00/ Tank
Microbiocide - \$69.50/ Gallon
Dispose of Tank Bottoms - Diesel Fuel - \$1.00/ Gallon Gas Fuel - \$7.50/ Gallon
Fee For Tank Sample - \$25.00/ Tank**

2. This Contract shall become effective upon execution by all parties and continue in full force and effect for one (1) year with the option to renew for an additional two (2), one (1) year terms.

3. The Contract Documents comprise the Contract, and consist of the following:
 - a. This Contract Agreement
 - b. The Instructions to Bidders
 - c. The Specifications
 - d. The Accepted Proposal
 - e. The Insurance Requirements
4. Governing Laws. The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this agreement.
5. Payment of Unauthorized Claims. The Owners may refuse to pay any claim that is not specifically authorized by this Contract. Payment of a claim shall not preclude the Owners from questioning the propriety of the claim. The Owners reserve the right to offset any overpayment or disallowance of claim by reducing future payments.
6. Inclusion Of All Necessary Fees. The Contractor shall comply with all federal, state, and local laws together with all ordinances and regulations applicable to the services. The Contractor shall procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under this agreement.
7. Independent Contractor Status. This Contract is by and between the Owners and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the Owners and the Contractor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever.
 - 7.1 Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of worker's compensation liability, solely employees of Contractor and not employees of the City or the County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor hereunder.
 - 7.2 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and safety requirements.
8. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln and Lancaster County), their agents, officers and employees from and against all claims, demands, suits, actions, payments, damages, losses, and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of this contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property (other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; and is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
 - 8.1 In any and all claims against the Owners, or any of their members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under Paragraph 8 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. Non-Discriminate. In connection with the performance of this Agreement, Contractor shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.
10. 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.
11. Non-exclusiveness of Remedies. Any right or remedy on behalf of the Owners provided for in any part of this contract, including, but not limited to, any guaranty or warranty or any remedy for Contractor's nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.
12. Non-Exclusive Relationship. The Contractor shall not necessarily be the sole Contractor for the purposes of providing the services necessary to meet the needs of the Owners. The Owners hereby expressly reserves the right, in its sole discretion, to enter into similar agreements with or purchase similar services from one or more providers, other than the Contractor.
13. Payment Upon Early Termination. In the event this Contract is terminated before the completion of services, the Owners shall pay the Contractor for services provided in a satisfactory manner, a sum based upon the actual time/materials spent at the rates stated in the bid.
14. Termination. The Agreement may be terminated by the following:
 - 14.1 Termination for Convenience. The Owners and/or Contractor may terminate any part of or the entire contract that may result from this bid without cause and at any time provided the other party is given thirty (30) calendar days written notice.
 - 14.2 Termination for Cause. The Owners may terminate the Contract if the Contractor:
 - 14.2.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete needs assessment as requested.
 - 14.2.2 Disregards laws, ordinances, regulations, resolutions or orders of the City of Lincoln or the Lancaster County Board of Commissioners.
 - 14.2.3 Otherwise commits a substantial breach of any provision of the Contract Document.
 - 14.3. Termination for Insolvency. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition for bankruptcy has been filed, and whether or not insolvent within the meaning of the Federal Bankruptcy Law; the filing of a voluntary petition to have Contractor declared bankrupt; the appointment of a Receiver or Trustee for Contractor; or the execution by Contractor of a general assignment for the benefit of creditors.
15. Notices. All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been given if made by hand delivery with signed receipt, or when mailed by first class registered or certified mail, postage prepaid, addressed to the Owners and Contractor at their respective addresses designated herein, or at such other address as the Owners or Contractor, as the case may be, shall have furnished in writing to the other.

16. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the "Insurance Requirements for City Contracts" attached hereto and incorporated by this reference. The Owners (City of Lincoln and Lancaster County) shall be named as additional insured with regard to the performance of the contract services.

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners 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 Owners do hereby execute this contract.

Dated this 20th day of March, 2007.

Lancaster County, Nebraska

Contract Approved as to Form

County of Lancaster, Nebraska

Kristy Bauer
for Lancaster County Attorney

Bob Toberman
Chairperson, Board of Commissioners



Attest
Jean E. Ross
City Clerk

Allen J. Seery
Mayor

Contractor

VANGUARD INDUSTRIES
Company Name
14610 WOODSTOCK
Street Address
WAVERLY NE 68462
City State Zip Code
402-484-6492
Telephone Number(s)

By: *Larry J. Isaacson*
LARRY J. ISAACSON
Name (Print)
Larry J. Isaacson
Signature
PRESIDENT
Title