C-17-0932

#### AMENDMENT TO CONTRACT Annual Supply of Motor Fuel Bid No. 17-014 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Sapp Brothers Petroleum

This Amendment is hereby entered into by and between Sapp Brothers Petroleum, Inc. 5901 Cornhusker Hwy., Lincoln, NE 68507 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated January 19, 2017 executed under City Executive Order No. 90273, and County Contract C-17-0024, dated January 24, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission, on February 14, 2017, for Annual Supply -Motor Fuels, Bid No. 17-014, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is January 24, 2017 through January 23, 2018, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning January 24, 2018 through January 23, 2019; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$2,500,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$625,000.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$2,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order 90273 and County Contract C-17-0024, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning January 24, 2018 through January 23, 2019.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$2,500,000.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$625,000.00 without approval by the Lancaster County Board.
- 4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$2,000.00 without approval by the Public Building Commission.
- 5) All other terms of the Contract, not in conflict with this Amendment, shall remain in 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 upon completion of signatures on:

Vendor Signature Page City of Lincoln Signature Page Lancaster County Signature Page City of Lincoln-Lancaster County Public Building Commission Signature Page

### **Vendor Signature Page**

### AMENDMENT TO CONTRACT Annual Supply of Motor Fuel Bid No. 17-014 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Sapp Brothers Petroleum

# Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing Attn: Chris Lollar 440 So. 8th St., Ste. 200 Lincoln, NE 68508 Or email to: clollar@lincoln.ne.gov

Company Name:	SAPP BROS INC.
By: (Please Sign)	And ENCO
By: (Please Print)	GARY L. PENCE
Title:	SENIOR SALES
Company Address:	5901 CORNHUSKER HWY LINCOLN, NE 68507
Company Phone & Fax:	(402) 466-5522 (402) 466-5529
E-Mail Address:	GRE GRENCE a Sappbros, net
Date:	72-6-17
Contact Person for Orders or Service	CARY L. PENCET
Contact Phone Number:	402 - 580 - 4236

# **City of Lincoln Signature Page**

### AMENDMENT TO CONTRACT Annual Supply of Motor Fuel Bid No. 17-014 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Sapp Brothers Petroleum

# **EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Executive Order No.\_\_\_\_\_

dated \_\_\_\_\_

# Lancaster County Signature Page

### AMENDMENT TO CONTRACT Annual Supply of Motor Fuel Bid No. 17-014 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Sapp Brothers Petroleum

#### **EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of Lancaster, Nebraska

Deputy Lancaster County Attorney

dated \_\_\_\_\_

# City of Lincoln-Lancaster County Public Building Commission Signature Page

### AMENDMENT TO CONTRACT Annual Supply of Motor Fuel Bid No. 17-014 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Sapp Brothers Petroleum

### EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated \_\_\_\_\_

ACORD

Ą	$\frac{C}{2}$	CERT	ΊFI	CA	TE OF LIABI	LITY INS	URANC	Έ		(MM/DD/////) 8/24/2017
C C P	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
S	UB	DRTANT: If the certificate holder ROGATION IS WAIVED, subject to	o the	term	is and conditions of the p	policy, certain p	have ADDITION blicies may rec	NAL INSURED provision puire an endorsement.	s or be A state	endorsed. If ment on this
PROE		ficate does not confer rights to the	certa	icate	noider in ileu of such end	CONTACT				
		ATED MUTUAL INSURANCE COMP	ANY		ļ	NAME: CLIEN	T CONTACT CE			
		OFFICE: P.O. BOX 328				PHONE (A/C, No, Ext): 888-	333-4949	FAX (A/C, No): 5	07-446-4	4664
OW,	ATC	DNNA, MN 55060				E-MAIL ADDRESS: CLIENT	CONTACTCEN	FER@FEDINS.COM		
						I	NSURER(S) AFFOR	DING COVERAGE		NAIC #
						INSURER A: FEDER	RATED MUTUA	L INSURANCE COMPAN	Υ	13935
INSU	RED				333-016-4	INSURER B:				
		BROS INC, SBT INC, SAPP BROS T	RAVE	L CE	NTERS	INSURER C:				
		X 45305 A, NE 68145-0305				INSURER D:				
0						INSURER E:				
						INSURER F:		A.W		
CO	/ER	AGES CER	TIFIC	ATE	NUMBER: 254			<b>REVISION NUMBER: 5</b>		<u></u>
T	HIS	IS TO CERTIFY THAT THE POLICIE				E BEEN ISSUED	TO THE INSURE		HE POL	CY PERIOD
	ERT	CATED. NOTWITHSTANDING ANY RE FIFICATE MAY BE ISSUED OR MAY PE CONDITIONS OF SUCH POLICIES. LIM	QUIRE	EMEN' , The	T. TERM OR CONDITION O INSURANCE AFFORDED BY <sup>2</sup>	F ANY CONTRAC	T OR OTHER D	OCUMENT WITH RESPEC	т то и	VHICH THIS
INSR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	TS	
	X	COMMERCIAL GENERAL LIABILITY		[				EACH OCCURRENCE		\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)		\$100,000
								MED EXP (Any one person)		EXCLUDED
Α	<u> </u>		Y	N	9414748	09/30/2017	09/30/2018	PERSONAL & ADV INJURY		\$1,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE		\$2,000,000
	X	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG		\$2,000,000
		OTHER:								
	AU	TOMOBILE LIABILITY	1	1				COMBINED SINGLE LIMIT	-	\$1,000,000
	х	ANY AUTO						(Ea accident) BODILY INJURY (Per person)		
А		OWNED AUTOS ONLY AUTOS	Y	N	9414748	09/30/2017	09/30/2018	BODILY INJURY (Per accident)	1	
		HIRED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE		
				ĺ				(Per accident)		
		UMBRELLA LIAB OCCUR	+					EACH OCCURRENCE	+	
		EXCESS LIAB CLAIMS-MADE						AGGREGATE		
		DED RETENTION						AUGREGAIL		
	ŴĊ	ORKERS COMPENSATION	1				<u></u>			
		ID EMPLOYERS' LIABILITY	<u>i</u>					X PER STATUTE		
Α		Y PROPRIETOR/PARTNER/EXECUTIVE		N	9414750	09/30/2017	09/30/2018	E.L. EACH ACCIDENT		\$1,000,000
		andatory in NH)						E.L. DISEASE - EA EMPLOYEE		\$1,000,000
	DE	es, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		\$1,000,000
			1							
-										
			<u> </u>							
		TION OF OPERATIONS / LOCATIONS / VEHICL		ORD 10	1, Additional Remarks Schedule, ma	y be attached if more sp	ace is required)			
		IONAL NAMED INSUREDS INCLUD	E							1
эß	S B FUELS INC									
CIT	CITY OF LINCOLN & LANCASTER COUNTY ARE INCLUDED AS ADDITIONAL INSUREDS.									
CER	TIF					CANCELLATION				
									<u>.</u>	

CERTIFICATE HOLDER		CANCELLATION
333-016-4 2 CITY OF LINCOLN & LANCASTER COUNTY 555 S 10TH ST LINCOLN, NE 68508-2803	254 5	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organizations:	Location(s) Of Covered Operations
CITY OF LINCOLN NEBRASKA	ANY COVERAGE PROVIDED BY THIS
LANCASTER COUNTY NEBRASKA	ENDORSEMENT APPLIES ONLY TO DELIVERY OF
440 S 8TH ST STE 200	FUEL TO THE CITY
LINCOLN NE 68508	
	<u> </u>

information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

SAPP BROS INC PO BOX 45305 OMAHA NE 68145 B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2012 Page 1 of 2 Policy Number: 9414748 Transaction Effective Date: 09-30-2017

#### FEDERATED INSURANCE COMPANIES

#### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY,

#### ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED: SAPP BROS INC PO BOX 45305 OMAHA NE 68145

- WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
- 2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
- We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured: ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO THE DELIVERY OF ANTIFREEZE BY THE INSURED. ADDITIONAL INSURED ALSO INCLUDES CITY OF LINCOLN & LANCASTER COUNTY.

Additional insured Name and Address:

CITY OF LINCOLN & LANCASTER COUNTY PURCHASING CITY & COUNTY 440 S 8TH LINCOLN NE 68508

Includes copyrighted material of Insurance Services Office, Inc. with its permission, CA-F-75 (10-13) Policy Number: 9414748 Transaction Effective Date: 09-30-2017 THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organizations:	Location(s) Of Covered Operations
CITY OF LINCOLN NEBRASKA LANCASTER COUNTY NEBRASKA 440 S 8TH ST STE 200 LINCOLN NE 68508	ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO DELIVERY OF FUEL TO THE CITY
nformation required to complete this Schedule if path	pe shown in the Declarations.
<ul> <li>A. Section II - Who Is An Insured is include as an additional insured the organization(s) shown in the Sched with respect to liability for "bo" property damage" or "personal and injury" caused, in whole or in part, by: <ol> <li>Your acts or omissions; or</li> <li>The acts or omissions of those act behalf;</li> <li>in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.</li> </ol> </li> <li>However: <ol> <li>The insurance afforded to such additional insured only applies to the extent permitted by law; and</li> <li>If coverage provided to the additional insured is required by a contract or agreement, the</li> </ol> </li> </ul>	<ul> <li>bect to the insurance afforded to these l insureds, the following additional s apply:</li> <li>ance does not apply to "bodily injury" or damage" occurring after:</li> <li>rork, including materials, parts or nent furnished in connection with such work, on the project (other than service maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or</li> <li>That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.</li> </ul>
insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured. SAPP BROS INC PO BOX 45305 DMAHA NE 68145	

Additional Insured Copy

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

