

AMENDMENT TO CONTRACT
Annual Supply - Lubricants
Bid No. 15-133
City of Lincoln and Lancaster County
Price Increase
Sapp Bros., Inc.

This Amendment is hereby entered into by and between Sapp Bros., Inc., 5901 Cornhusker Hwy., Lincoln, NE 68507 (hereinafter "Contractor") and City of Lincoln and Lancaster County, (hereinafter "Owners"), for the purpose of amending the Contract dated September 23, 2015 executed under City Executive Order No. 88653, and County Contract C-15-0464, dated September 8, 2015 for Annual Supply - Lubricants, Bid No. 15-133, which is made a part hereof by this reference.

WHEREAS, the parties hereby amend the Contract to reflect a price increase for the items listed per Attachment A for the remainder of the current term; and

WHEREAS, the expenditures for the City of Lincoln will increase by \$8,000.00 for the remainder of this Contract term; and

WHEREAS, the expenditures for Lancaster County will increase by \$2,000.00 for the remainder of this Contract term; and

WHEREAS, the revised contract total with the price increase for the City of Lincoln is to be \$208,000.00; and

WHEREAS, the revised contract total with the price increase for Lancaster County is to be \$52,000.00; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 88653, and County Contract No. C-15-0464 and stated herein the parties agree as follows:

- 1) The parties hereby amend the Contract to reflect a price increase for the items listed per Attachment A for the remainder of the current term.
- 2) The expenditures for the City of Lincoln will increase by \$8,000.00 for the remainder of this Contract term.
- 3) The expenditures for Lancaster County will increase by \$2,000.00 for the remainder of this Contract term.
- 4) The revised contract total with the price increase for the City of Lincoln is to be \$208,000.00.
- 5) The revised contract total with the price increase for Lancaster County is to be \$52,000.00.
- 6) 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 upon completion of signatures on:


Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
 Annual Supply - Lubricants
 Bid No. 15-133
 City of Lincoln and Lancaster County
 Price Increase
 Sapp Bros., Inc.**

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

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

Company Name:	SAPP BROS, INC
By: (Please Sign)	
By: (Please Print)	GARY L. PENCE
Title:	SENIOR SALES
Company Address:	5901 CORNHUSKER HWY, LINCOLN, NEBR 68507
Company Phone & Fax:	402-466-5522 FAX: 402-466-5529
E-Mail Address:	gpence@sappbros.net
Date:	3-28-18
Contact Person for Service or Orders	GARY L PENCE
Contact Phone Number	402-580-4236

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Annual Supply - Lubricants
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Sapp Bros., Inc.**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Supply - Lubricants
Bid No. 15-133
City of Lincoln and Lancaster County
Price Increase
Sapp Bros., Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

Sapp Bros. Petroleum

Lincoln Division

In Nebraska -Blue Springs, Crete, Falls City, Filley, Humboldt, Lincoln. In Kansas -- Hanover

5901 Cornhusker Hwy
Lincoln, NE 68507
Telephone (402)-466-5522
Toll Free 1-888-727-7788
Fax # (402)-466-5529



March 1, 2018

Robert Walla,

Sapp Bros. Petroleum remains committed to providing you with the highest quality ExxonMobil products along with the highest level of customer service.

ExxonMobil branded and unbranded lubricants and greases have had a price increase of up to 6% on November 27, 2017 and recently, another increase of up to 6% on February 26, 2018. The November price increase followed very close to the 6%, however the recent increase was just under 3%. Unfortunately, Sapp Bros. Petroleum has found it to be unable to absorb these price increases and in turn, will be increasing the prices to our customers.

Please also find attached a price sheet showing the current prices (in red) followed by the new prices (in blue). Again, the price increases only affect the ExxonMobil branded and unbranded products. Other items remain unchanged.

We appreciate your business always, and look forward to continuing being your lubricant supplier.

Thank you,
Wade Praeuner
Sapp Bros. Petroleum
402-253-9018



CONFIDENTIAL*

January 22, 2018

Dear Distributor,

Effective February 26, 2018, ExxonMobil branded and unbranded PVL, CVL, IND and Marine lubricants and greases will increase in price by up to 6 percent. Different price treatment may apply to selected products.

We encourage you to place orders consistent with historical order patterns. ExxonMobil reserves the right to limit orders of individual products consistent with 100% of historical monthly average quantities.**

Your ExxonMobil contact will have more details on your specific account pricing and will be in contact with you soon.

You are an important customer to ExxonMobil, and we thank you for your continued business.

Sincerely,

A handwritten signature in black ink, appearing to read "N. Hedman", with a horizontal line underneath.

On behalf of ExxonMobil Fuels & Lubricants Company
N. Hedman

*This letter contains confidential information for receipt and use solely for the addressee(s). Access to or use of the information in this letter by anyone else, and any disclosure to anyone else is unauthorized. If you have received this letter (or copy of it) in error, please delete and/or destroy it and kindly notify the sender.

** For example, if a customer has purchased an average of 250 [gallons] of product each month for the preceding 12 months, and it wishes to order 350 [gallons], then it may purchase 250 [gallons] at its current price and 100 [gallons] at its new price.



CONFIDENTIAL*

October 20, 2017

Dear Distributor

ExxonMobil Fuels, Lubricants & Specialties Marketing Company ("ExxonMobil") remains committed to providing you with the highest quality of products, services and technology in the marketplace.

Effective November 20, 2017, ExxonMobil branded and unbranded lubricants and greases (i.e. passenger and commercial vehicle, industrial, marine and aviation lubricants and greases) may increase in price by up to 6 percent; different price treatment may apply to selected products including but not limited to ExxonMobil Aviation Lubricants. Details on specific increases for ExxonMobil Aviation Lubricants are contained in the attachment in this letter.

To ensure that we will be in a position to meet all customers' needs, we ask that you place your orders consistent with historical order patterns. ExxonMobil reserves the right to limit orders of individual products consistent with 100% of historical monthly average quantities.

Your ExxonMobil contact will have more details on your specific account pricing and will be in contact with you soon.

You are an important customer to ExxonMobil, and we thank you for your continued business.
Sincerely,

A handwritten signature in black ink that reads "A. Brown".

On behalf of ExxonMobil Oil Corporation
A. Brown

*This letter contains confidential information for receipt and use solely for the addressee(s). Access to or use of the information in this letter by anyone else, and any disclosure to anyone else is unauthorized. If you have received this letter (or copy of it) in error, please delete and/or destroy it and kindly notify the sender.

** For example, if a customer has purchased an average of 250 [gallons] of product each month for the preceding 12 months, and it wishes to order 350 [gallons] on November 1, 2017, then it may purchase 250 [gallons] at its current price and 100 [gallons] at its new price.

CITY OF LINCOLN / LANCASTER COUNTY BID #

EFFECTIVE 9-01-1015, MODIFIED 12/13/2016, MODIFIED 6/28/2017, **MODIFIED 3/1/18**

(Previous prices in **RED**, new prices in **BLUE**)

ITEM DESCRIPTION - EXXON MOBIL PRODUCT	BULK	UNIT	55 GAL DRUM	UNIT	CASE/OTHER	UNIT
MOBIL DELVAC 1300 15W40 (CK-4)	\$ 10.36	\$ 11.02 / GAL	\$ 10.87	\$ 11.53 / GAL	Not bid - Mo Del 1300 15W40	
MOBIL HDEO 15W40 (CK-4) (formerly "Fleet")	\$ 7.80	\$ 8.46 / GAL	\$ 8.25	\$ 8.91 / GAL	\$ 23.00	\$24.12/cs 6/1 qt
MOBIL SUPER SYN 5W20 & SUPER SYN 5W30 (DEXOS)	\$ 19.00	\$ 19.66 / GAL	\$ 19.00	\$ 19.66 / GAL	\$ 12.39	\$15.16/gal 4/1 GAL
MOBIL SUPER HI=MILEAGE 5W20 (GF-5)			\$ 15.25	\$ 15.25 / GAL		
MOBIL HYDRAULIC 10 WT.	\$ 11.75	\$ 12.41 / GAL	\$ 12.00	\$ 12.66 / GAL		
MOBIL MULTI-VEHICLE ATF	\$ 17.25	\$ 17.91 / GAL				
MOBIL ATF D/M			\$ 9.68	\$ 10.34 / GAL		
MOBIL FLUID 424	\$ 7.75	\$ 8.41 / GAL	\$ 7.90	\$ 8.56 / GAL		
MOBIL TRANS HD 30W	\$ 11.76	\$ 12.42 / GAL	\$ 12.15	\$ 12.81 / GAL		
MOBIL TRANS HD 50W	\$ 13.87	\$ 14.53 / GAL				
MOBIL DTE 10 EXCEL 46	\$ 13.38	\$ 14.04 / GAL				
MOBIL AERO HFA			\$ 34.56	\$ 36.16 / GAL		
CHAIN GUARD BAR AND CHAIN OIL			\$ 4.71	\$ 4.71 / GAL		
MOBIL SPECIAL 5W30 (GF-5)	\$ 7.10	\$ 7.76 / GAL				
MOBIL 80W90 MULTIPURPOSE GEAR LUBRICANT-GX	\$ 1.45	\$ 1.54 / LB.	\$ 1.51	\$ 1.60 / LB.		
MOBIL 85W140 MULTIPURPOSE GEAR LUBRICANT-GX	\$ 1.73	\$ 1.78 / LB.	\$ 1.73	\$ 1.78 / LB.		
MOBIL SYN 75W90			\$ 3.88	\$ 3.97 / LB.		
PEAK FULL SYN 75W140	\$ 4.05	\$ 4.08 / LB.				
MOBIL GREASE XHP 222 SPECIAL			\$ 2.89	\$ 3.09 / LB.	\$ 2.79	\$ 2.94 /TUBE
ANTIFREEZE			55 GAL DRUM		6 / 1 CASES	
FINAL CHARGE (CONC)			unch	\$ 12.51 / GAL	unch	\$ 12.24 / GAL
FINAL CHARGE (50/50)			unch	\$ 6.54 / GAL	unch	\$ 8.50 / GAL
PEAK GLOBAL (CONC)			unch	\$ 7.97 / GAL	unch	\$ 11.20 / GAL
PEAK GLOBAL (50/50)			unch	\$ 5.17 / GAL	unch	\$ 6.51 / GAL
RV A/F			unch	\$ 3.35 / GAL	unch	\$ 3.54 / GAL
MISC - OIL DRY					EACH	
1-9 BAGS					unch	\$ 4.80 / BAG
10 OR MORE					unch	\$ 4.72 / BAG
75 - PALLET					unch	\$ 4.70 / BAG