

AMENDMENT TO CONTRACT
Annual Supply
Anti-Freeze/Coolants/Windshield Washer Fluid
Bid No. 15-065
City of Lincoln and Lancaster County
Renewal
Sapp Bros Petroleum, Inc.

This Amendment is hereby entered into by and between Sapp Bros Petroleum, Inc., 5901 Cornhusker Hwy., Lincoln, NE 68507 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated April 10, 2015 executed under City Directorial Order No. 12886, and County Contract C-15-0151, dated March 31, 2015 for Annual Supply - Anti-Freeze/Coolants/Windshield Washer Fluid, Bid No. 15-065, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is April 10, 2015 through April 9, 2016, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Directorial Order No. 14768, executed by the City on March 29, 2016, and by County Contract C-16-0157 executed by the County Board on April 5, 2016, to renew the contract for an additional one (1) year term from April 10, 2016 through April 9, 2017; and

WHEREAS, the Contract was amended by City Directorial Order No. 16816, executed by the City on April 3, 2017, and by County Contract C-17-0247 executed by the County Board on April 4, 2017, to renew the contract for an additional one (1) year term from April 10, 2017 through April 9, 2018; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning April 10, 2018 through April 9, 2019; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$10,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$4,000.00 without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 12886 and County Contract C-15-0151, 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 April 10, 2018 through April 9, 2019.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$10,000.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$4,000.00 without approval by the Lancaster County Board.
- 4) 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

Vendor Signature Page

**AMENDMENT TO CONTRACT
Annual Supply
Anti-Freeze/Coolants/Windshield Washer Fluid
Bid No. 15-065
City of Lincoln and Lancaster County
Renewal
Sapp Bros Petroleum, Inc.**

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)	
By: (Please Print)	GARY L. PENCE
Title:	SENIOR SALES
Company Address:	5901 CORNHUSKER HWY, LINCOLN, NE 68507
Company Phone & Fax:	(402) 466-5522 FAX# 402-466-5529
E-Mail Address:	gpence@sappbros.net
Date:	3-22-18
Contact Person for Orders or Service	GARY L. PENCE
Contact Phone Number:	402-580-4236

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Annual Supply
Anti-Freeze/Coolants/Windshield Washer Fluid
Bid No. 15-065
City of Lincoln and Lancaster County
Renewal
Sapp Bros Petroleum, Inc.**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:


City Clerk, Deputy



CITY OF LINCOLN, NEBRASKA


Finance Director

Approved by Directorial Order No. ^A 18929

dated March 29, 2018

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Supply
Anti-Freeze/Coolants/Windshield Washer Fluid
Bid No. 15-065
City of Lincoln and Lancaster County
Renewal
Sapp Bros Petroleum, Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

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

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:

1. 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.

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:

1. 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
2. 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.

SAPP BROS INC
PO BOX 45305
OMAHA NE 68145

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

1. 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.
3. 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

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
Information required to complete this Schedule, if not shown in the Declarations.	

*Add to SAPP
BROS INC. INS.*

A. Section II - Who Is An Insured is subject to the insurance afforded to these insureds, the following additional conditions apply:

include as an additional insured the organization(s) shown in the Schedule with respect to liability for "bodily injury" or "property damage" or "personal and 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:

1. 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.

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

2. 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.

SAPP BROS INC
PO BOX 45305
OMAHA 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.





ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED SAPP BROS INC, SBT INC, SAPP BROS TRAVEL CENTERS PO BOX 45305 OMAHA, NE 68145-0305	
POLICY NUMBER SEE CERTIFICATE # 254.7		EFFECTIVE DATE: SEE CERTIFICATE # 254.7	
CARRIER SEE CERTIFICATE # 254.7	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL NAMED INSUREDS INCLUDE
S B FUELS INC

CITY OF LINCOLN & LANCASTER COUNTY ARE INCLUDED AS ADDITIONAL INSUREDS.
 GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
 GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
 WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER.
 BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement, effective on 01-04-2018 at 12:01 A.M. standard time, forms a part of

Policy No. 9414750

Issued to SAPP BROS INC

Issued by FEDERATED MUTUAL INSURANCE COMPANY

Endorsement No. 1

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.