

AMENDMENT TO CONTRACT
Annual Supply - Lubricants
Bid No. 15-133
City of Lincoln and Lancaster County
Renewal with Price Increase
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 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 of this amendment by this reference.

WHEREAS, the original term of the Contract is September 1, 2015 through August 31, 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 Executive Order No. 89731, executed by the City on August 23, 2016, and by County Contract No. C-16-0522, Executed by the County Board on September 6, 2016, to renew the Contract for an additional one (1) year term from September 1, 2016 through August 31, 2017; and

WHEREAS, the Contract was amended by City Executive Order No. 90134, executed by the City on September 7, 2017, and by County Contract No. C-17-0703, Executed by the County Board on August 29, 2017, to renew the Contract for an additional one (1) year term from September 1, 2017 through August 31, 2018; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning September 1, 2018 through August 31, 2019; and

WHEREAS, the parties hereby amend the Contract to reflect a price increase per Attachment A; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$228,800.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$57,200.00 without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 88653 and County Contract C-15-0464, 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 September 1, 2018 through August 31, 2019.

- 2) The parties hereby amend the Contract to reflect a price increase per Attachment A.
- 3) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$228,800.00 without approval by the City of Lincoln.
- 4) The expenditures for Lancaster County for the term of this renewal shall not exceed \$57,200.00 without approval by the Lancaster County Board.
- 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

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Supply - Lubricants
Bid No. 15-133
City of Lincoln and Lancaster County
Renewal with Price Increase
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 Petroleum
By: (Please Sign)	
By: (Please Print)	Matthew Pence
Title:	
Company Address:	5901 Cornhusker Hwy Lincoln NE 68507
Company Phone & Fax:	402-466-5522 Fax 402-466-5529
E-Mail Address:	mpence@sappbros.net/wpraevner@sappbros.net
Date:	7-27-18
Contact Person for Orders or Service	Matt Pence Wade Praevner
Contact Phone Number:	402-830-6398 402-253-9018

City of Lincoln Signature Page

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

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 - Lubricants
Bid No. 15-133
City of Lincoln and Lancaster County
Renewal with Price Increase
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 _____

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



July 13, 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 10% on April 23, 2018 and recently, another increase of up to 9% on July 1, 2018. The April price increase resulted in roughly a \$0.66/gal increase, with July coming in at \$0.42/gal. 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*

June 1, 2018

Dear Distributor,

Effective July 1, 2018, ExxonMobil branded and unbranded PVL, CVL, IND, Marine & Aviation lubricants and greases will increase in price by up to 9%. 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 large, stylized flourish above the name.

On behalf of ExxonMobil Fuels & Lubricants Company
N. Hedman

*This letter contains confidential information for receipt and use solely for the addressee(s). 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 6 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*

March 22, 2018

Dear Distributor,

Effective April 23, 2018, ExxonMobil branded and unbranded PVL, CVL, IND, Marine & Aviation lubricants and greases will increase in price by up to 10 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

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** For example, if a customer has purchased an average of 250 [gallons] of product each month for the preceding 6 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.

CITY OF LINCOLN / LANCASTER COUNTY BID #
EFFECTIVE 9-01-1015, MODIFIED: 12/13/2016, 6/28/2017, 3/1/18, 7/14/18

(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)	\$ 11.02	\$ 12.10 / GAL	\$ 11.53	\$ 12.61 / GAL	Not bid - Mo Del 1300 15W40	
MOBIL HDEO 15W40 (CK-4) (formerly "Fleet")	\$ 8.46	\$ 9.54 / GAL	\$ 8.91	\$ 9.99 / GAL	\$ 24.12	\$25.95/cs 6/1 qt
MOBIL SUPER SYN 5W20 & SUPER SYN 5W30 (DEXOS)	\$ 19.66	\$ 20.74 / GAL	\$ 19.66	\$ 20.74 / GAL	\$ 15.16	\$16.37/gal 4/1 GAL
MOBIL SUPER HI=MILEAGE 5W20 (GF-5)			\$ 15.25	\$ 16.33 / GAL		
MOBIL HYDRAULIC 10 WT.	\$ 12.41	\$ 13.49 / GAL	\$ 12.66	\$ 13.74 / GAL		
MOBIL MULTI-VEHICLE ATF	\$ 17.91	\$ 18.99 / GAL				
MOBIL ATF D/M			\$ 10.34	\$ 11.42 / GAL		
MOBIL FLUID 424	\$ 8.41	\$ 9.49 / GAL	\$ 8.56	\$ 9.64 / GAL		
MOBIL TRANS HD 30W	\$ 12.42	\$ 13.50 / GAL	\$ 12.81	\$ 13.89 / GAL		
MOBIL TRANS HD 50W	\$ 14.53	\$ 15.61 / GAL				
MOBIL DTE 10 EXCEL 46	\$ 14.04	\$ 15.12 / GAL				
MOBIL AERO HFA			\$ 36.16	\$ 37.24 / GAL		
CHAIN GUARD BAR AND CHAIN OIL			UNCH	\$ 4.71 / GAL		
MOBIL SPECIAL 5W30 (GF-5)	\$ 7.76	\$ 8.84 / GAL				
MOBIL 80W90 MULTIPURPOSE GEAR LUBRICANT-GX	\$ 1.54	\$ 1.69 / LB.	\$ 1.60	\$ 1.75 / LB.		
MOBIL 85W140 MULTIPURPOSE GEAR LUBRICANT-GX	\$ 1.78	\$ 1.93 / LB.	\$ 1.78	\$ 1.93 / LB.		
MOBIL SYN 75W90			\$ 3.97	\$ 4.12 / LB.		
PEAK FULL SYN 75W140	UNCH	\$ 4.08 /LB.				
MOBIL GREASE XHP 222 SPECIAL			\$ 3.09	\$ 3.24 / 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

CITY OF LINCOLN / LANCASTER COUNTY BID

EFFECTIVE 9-01-1015, MODIFIED 12/13/2016, MODIFIED 6/28/2017, **MODIFIED 3/1/2018**

ITEM DESCRIPTION - EXXON MOBIL PRODUCT	BULK	UNIT	DRUM	UNIT	UNIT
MOBIL DELVAC 1300 15W40 (CK-4)	\$ 12.10	/ GAL	\$ 12.61	/ GAL	Not bid - Mo Del 1300 15W40
MOBIL HDEO 15W40 (CK-4) (formerly "Fleet")	\$ 9.54	/ GAL	\$ 9.99	/ GAL	\$25.95/cs 6/1 qt
MOBIL SUPER SYN 5W20 & SUPER SYN 5W30 (DEXOS)	\$ 20.74	/ GAL	\$ 20.74	/ GAL	\$16.37/gal 4/1 GAL
MOBIL SUPER HI=MILEAGE 5W20 (GF-5)			\$ 16.33	/ GAL	
MOBIL HYDRAULIC 10 WT.	\$ 13.49	/ GAL	\$ 13.74	/ GAL	
MOBIL MULTI-VEHICLE ATF	\$ 18.99	/ GAL			
MOBIL ATF D/M			\$ 11.42	/ GAL	
MOBIL FLUID 424	\$ 9.49	/ GAL	\$ 9.64	/ GAL	
MOBIL TRANS HD 30W	\$ 13.50	/ GAL	\$ 13.89	/ GAL	
MOBIL TRANS HD 50W	\$ 15.61	/ GAL			
MOBIL DTE 10 EXCEL 46	\$ 15.12	/ GAL			
MOBIL AERO HFA			\$ 37.24	/ GAL	
CHAIN GUARD BAR AND CHAIN OIL			\$ 4.71	/ GAL	
MOBIL SPECIAL 5W30 (GF-5)	\$ 8.84	/ GAL			
MOBIL 80W90 MULTIPURPOSE GEAR LUBRICANT-GX	\$ 1.69	/ LB.	\$ 1.75	/ LB.	
MOBIL 85W140 MULTIPURPOSE GEAR LUBRICANT-GX	\$ 1.93	/ LB.	\$ 1.93	/ LB.	
MOBIL SYN 75W90			\$ 4.12	/ LB.	
PEAK FULL SYN 75W140	\$ 4.08	/LB.			
MOBIL GREASE XHP 222 SPECIAL			\$ 3.24	/ LB.	\$ 2.94 /TUBE
ANTIFREEZE			55 GAL DRUM		6 / 1 CASES
FINAL CHARGE (CONC)			\$ 12.51	/ GAL	\$ 12.24 / GAL
FINAL CHARGE (50/50)			\$ 6.54	/ GAL	\$ 8.50 / GAL
PEAK GLOBAL (CONC)			\$ 7.97	/ GAL	\$ 11.20 / GAL
PEAK GLOBAL (50/50)			\$ 5.17	/ GAL	\$ 6.51 / GAL
RV A/F			\$ 3.35	/ GAL	\$ 3.54 / GAL
MISC - OIL DRY					EACH
1-9 BAGS					\$ 4.80 / BAG
10 OR MORE					\$ 4.72 / BAG
75 - PALLET					\$ 4.70 / BAG

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

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 Organization(s)	Location(s) Of Covered Operations
CITY OF LINCOLN NEBRASKA LANCASTER COUNTY 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.

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.

