

**AMENDMENT TO CONTRACT**  
**Annual Requirements**  
**Asphaltic Concrete**  
**Bid No. 15-186**  
**City of Lincoln and Lancaster County**  
**Renewal with Price Increase**  
**Pavers, Inc.**

This Amendment is hereby entered into by and between Pavers, Inc., 12303 HWY 6, Waverly, NE 68462 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated November 2, 2015 executed under City Executive Order No. 88767, and County Contract C-15-0544, dated October 13, 2015 for Annual Requirements - Asphaltic Concrete, Bid No. 15-186, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is November 2, 2015 through November 1, 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. 89991, executed by the City on October 26, 2016, and by County Contract C-16-0618 executed by the County Board on October 18, 2016, to renew the contract for an additional term from November 2, 2016 through November 1, 2017; and

WHEREAS, the Contract was amended by City Executive Order No. 91213, executed by the City on October 30, 2017, and by County Contract C-17-0840 executed by the County Board on October 31, 2017, to renew the contract for an additional term from November 2, 2017 through November 1, 2018; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning November 2, 2018 through November 1, 2019; and

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

WHEREAS, "Contracted Vendors" shall mean all vendors who contract or who have contracted with the Owners pursuant to Bid No. 15-186 for Annual Requirements - Asphaltic Concrete; and

WHEREAS, "Contracts" shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 15-186 for Annual Requirements – Asphaltic Concrete, including all amendments thereto; and

WHEREAS, the expenditures for the City of Lincoln Public Works and Utilities Department - Street Maintenance for the term of this renewal shall not exceed \$205,000.00 for Contracts without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$27,750.00 for Contracts during the contract term without prior approval by the Lancaster County Board of Commissioners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 88767 and County Contract C-15-0545, 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 November 2, 2018 through November 1, 2019.
- 2) The parties hereby amend the Contract to reflect a price increase, per Attachment A.
- 3) The expenditures for the City of Lincoln Public Works and Utilities Department - Street Maintenance for the term of this renewal shall not exceed \$205,000.00 for Contracts without approval by the City of Lincoln.
- 4) The expenditures for Lancaster County for the term of this renewal shall not exceed \$27,750.00 for Contracts during the contract term without prior approval by the Lancaster County Board of Commissioners.
- 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:

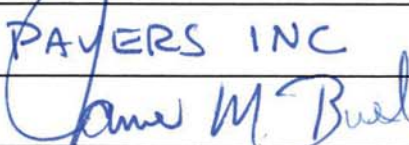
Vendor Signature Page  
City of Lincoln Signature Page  
Lancaster County Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT  
Annual Requirements  
Asphaltic Concrete  
Bid No. 15-186  
City of Lincoln and Lancaster County  
Renewal with Price Increase  
Pavers, 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:	PAVERS INC
By: (Please Sign)	
By: (Please Print)	James M Buel
Title:	President
Company Address:	12303 HWY 6, WAVERLY NE, 68462
Company Phone & Fax:	402-786-5900 F402-786-5920
E-Mail Address:	pavers@paversinc.com
Date:	10.12.2018
Contact Person for: "Orders or Service"	Mike Tidball
Contact Phone Number:	402.875.1469

**City of Lincoln Signature Page**

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**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**

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Bid No. 15-186  
City of Lincoln and Lancaster County  
Renewal with Price Increase  
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**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_



PAVERS INC.  
12303 HWY 6  
WAVERLY, NE 68462

(402) 786-5900  
FAX (402) 786-5920  
E-MAIL: pavers@paversinc.com

October 8, 2018

Chris Lollar  
P-Card Administrator  
440 South 8<sup>th</sup> Street, Ste 200  
Lincoln, NE 68508

RE: Hot Mix Asphalt Contract 15-186 Renewal  
Price Increase

Chris,

I have attached copies of our asphalt cement supplier, Flint Hills Resources, sales agreements from December 2017 and September 2018. As you can see our cost for the oil going forward is set to increase \$207.00 per ton. In a typical asphalt mix there will be roughly 3.66% new oil in each ton of material, so the rate increase times the percentage translates to an increase in price for oil to be \$7.58 per ton.

With the added cost of the oil, we are only willing to renew the contract mentioned above if the price is changed from \$54.95 per ton to \$62.53 per ton effective immediately.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rick Winters", is written over the word "Sincerely,". The signature is stylized and somewhat illegible.

Rick Winters  
CFO

SALES AGREEMENT

FLINT HILLS RESOURCES, LP  
7075 N 14TH AVE  
OMAHA, NE 68112 USA

SALES AGREEMENT: 6582820

AGREEMENT DATE: SEPTEMBER 5, 2018

PAVERS INC  
12303 HWY 6  
WAVERLY, NE 68462 USA

PAYMENT TERM: .5% 10 DAYS

AGREEMENT LINE: 6582820  
SOURCE PLANT: OMAHA 2-FLINT HILLS RES  
PRODUCT: PG 58V-34 FHR-1 W/ADD  
TITLE TRANSFER LOCATION: ORIGIN  
DELIVERY TERMS: FCA OMAHA 2-FLINT HILLS RES  
Incoterms©2010

PROJECT ID: NH-80-9(84)  
PROJECT NAME: NH-80-9(84) CASS/SARPY CO NE FHR  
WILL TARGET .7% AD-HERE ULTRA I  
PROJECT REF:

QTY	UOM	START DATE	END DATE	PRICE	DESTINATION
378	TON	04/15/2019	11/15/2019	722.00 USD	
				<i>37.00 - Adhere Warm Mix Additive</i>	
				<i>\$685.00 / Ton</i>	

Notes

Shipments from this Sales Agreement will be taxed, unless you provide us with a sales tax exemption certificate. Please return the appropriate completed tax exemption form along with a signed copy of this Sales Agreement.

UNLESS OTHERWISE AGREED TO IN WRITING BY BOTH PARTIES, THIS SALES AGREEMENT IS SUBJECT TO THE FLINT HILLS RESOURCES, LP STANDARD TERMS OF SALE - ASPHALT. AVAILABLE AT: <https://www.fhr.com/resources/asphalt-policies>. THE STSA MAY BE MODIFIED BY SELLER AT ANY TIME WITHOUT NOTICE TO BUYER, AND FUTURE DELIVERIES OF PRODUCT UNDER THIS SALES AGREEMENT ARE SUBJECT TO THE VERSION OF THE STSA IN EFFECT AND POSTED AT THE TIME BUYER ACCEPTS SUCH DELIVERY.

CERTIFIED TO THE NEBRASKA QUALITY CONTROL PLAN.

Note: Buyer hereby accepts the conditions of sale accompanying this agreement.

PAVERS INC ("Buyer")

DocuSigned by:  
By: Mike Tidball

MIKE TIDBALL  
04197851CD1649A

FLINT HILLS  
RESOURCES, LP  
("Seller")

DocuSigned by:  
By: Taylor Bessmer

TAYLOR BESSMER  
00B46E  
OF FLINT HILLS  
RESOURCES, LP

*2019 \$685.00 / Ton FOB Omaha*  
*2018 478.00 / Ton FOB Omaha*

*\$207.00 / Ton Increase*

*3.66 Virgin Oil In Mix \$ 7.58 / Ton Increase*

SALES AGREEMENT

FLINT HILLS RESOURCES, LP  
7075 N 14TH AVE  
OMAHA, NE 68112 USA

SALES AGREEMENT: 6555000

AGREEMENT DATE: DECEMBER 13, 2017

PAVERS INC  
12303 HWY 6  
WAVERLY, NE 68462 USA

PAYMENT TERM: .5% 10 DAYS

AGREEMENT LINE: 6555000  
SOURCE PLANT: OMAHA 2-FLINT HILLS RES  
PRODUCT: PG 58V-34 FHR-1  
TITLE TRANSFER LOCATION: ORIGIN  
DELIVERY TERMS: FCA OMAHA 2-FLINT HILLS RES  
Incoterms©2010  
PROJECT ID: FILLMORE CO NE  
PROJECT NAME:  
PROJECT REF:

QTY	UOM	START DATE	END DATE	PRICE	DESTINATION
300	TON	04/16/2018	11/16/2018	478.00 USD	

Notes

AGREEMENT LINE: 6555001  
SOURCE PLANT: GRAND ISLAND-BLUE KNIGHT  
PRODUCT: PG 58V-34 FHR-1  
TITLE TRANSFER LOCATION: ORIGIN  
DELIVERY TERMS: FCA GRAND ISLAND-BLUE KNIGHT  
Incoterms©2010  
PROJECT ID: FILLMORE CO NE  
PROJECT NAME:  
PROJECT REF:

QTY	UOM	START DATE	END DATE	PRICE	DESTINATION
1	TON	04/16/2018	11/16/2018	478.00 USD	

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Note: Buyer hereby accepts the conditions of sale accompanying this agreement.

PAVERS INC ("Buyer")

By:



MIKE TIDBALL