

**AMENDMENT TO CONTRACT**  
**Annual Supply - Propane**  
**Bid No. 17-285**  
**City of Lincoln and Lancaster County**  
**Renewal with Price Increase**  
**Otte Oil & Propane**

This Amendment is hereby entered into by and between Otte Oil & Propane, 3435 Maple St., Box 38, Davey, NE 68336 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated January 9, 2018 executed under City Directorial Order No. 18424, and County Contract C-18-0017, dated January 16, 2018 for Annual Supply - Propane, Bid No. 17-285, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is January 1, 2018 through December 31, 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 1, 2019 through December 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 \$25,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$9,000.00 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. 18424, and County Contract C-18-0017, 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 1, 2019 through December 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 \$25,000.00 without approval by the City of Lincoln.
- 4) The expenditures for Lancaster County for the term of this renewal shall not exceed \$9,000.00 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

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**AMENDMENT TO CONTRACT  
Annual Supply - Propane  
Bid No. 17-285  
City of Lincoln and Lancaster County  
Renewal with Price Increase  
Otte Oil & Propane**

**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](mailto:clollar@lincoln.ne.gov)

<b>Company Name:</b>	John Otte Oil & Propane, Inc
<b>By: (Please Sign)</b>	<i>Jessica Schwarting</i>
<b>By: (Please Print)</b>	Jessica Schwarting
<b>Title:</b>	Office Manager
<b>Company Address:</b>	3435 Maple St PO Box 38 Davey, NE 68336
<b>Company Phone &amp; Fax:</b>	402-785-2365 (P) 402-785-2024 (F)
<b>E-Mail Address:</b>	<a href="mailto:jessica@otteoil.com">jessica@otteoil.com</a> & <a href="mailto:jake@otteoil.com">jake@otteoil.com</a>
<b>Date:</b>	12/13/2018
<b>Contact Person for Orders or Service</b>	Jessica Schwarting or Jake Otte
<b>Contact Phone Number:</b>	402-785-2365 or for emergency 402-580-4359 or 402-521-0477

**City of Lincoln Signature Page**

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**AMENDMENT TO CONTRACT  
Annual Supply - Propane  
Bid No. 17-285  
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Renewal with Price Increase  
Otte Oil & Propane**

**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**

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**AMENDMENT TO CONTRACT  
Annual Supply - Propane  
Bid No. 17-285  
City of Lincoln and Lancaster County  
Renewal with Price Increase  
Otte Oil & Propane**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

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

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

dated \_\_\_\_\_



3435 Maple St. P.O. Box 38  
Davey, NE 68336  
www.otteoil.com

12/4/2018

To: City of Lincoln and  
Lancaster County -

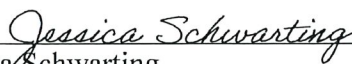
We would like to renew our propane contract with the City of Lincoln on the following terms -

1. We need to raise the cost of each cylinder we deliver by \$1.00, as we are losing money on the cylinders as they are priced right now.
2. Any locations that are on a call in basis need to give us 48 hour notice for deliveries needed. We will not be able to guarantee delivery within that 48 hour window.

Thanks for letting us service you that past few years and we look forward to the continued business.

If you have any questions please feel free to give me a call. 402-785-2365.

Thanks!

  
\_\_\_\_\_  
Jessica Schwarting  
Office Manager  
Otte Oil & Propane, Inc

12/04/2018  
\_\_\_\_\_  
Date



JOHNO-1

OP ID: SCBE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/03/2018

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: 402-466-2800, CONTACT NAME: Gale Williams, INSURER(S) AFFORDING COVERAGE: Risk Innovations, LLC, Philadelphia Insurance Company

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission are listed as Additional Insured on the General Liability and Auto Liability coverage.

CERTIFICATE HOLDER: CITYOFL, CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/13/2018

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.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McCashland Kirby Ins Agency 8231 Northwoods Dr, Ste A Lincoln, NE 68505 Gale Williams	<b>402-466-2800</b>	<b>CONTACT NAME:</b> Gale Williams <b>PHONE (A/C, No, Ext):</b> 402-466-2800 <b>FAX (A/C, No):</b> 402-466-3229 <b>E-MAIL ADDRESS:</b> gwilliams.mccas01@insuremail.net
<b>INSURED</b> John Otte Oil & Propane, Inc. PO Box 38 Davey, NE 68336-0038		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Risk Innovations, LLC <b>INSURER B:</b> Philadelphia Insurance Compani <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK1755901	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		PHPK1755901	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB612333	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Y BNUWC0139178	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission are listed as Additional Insured on the General Liability and Auto Liability coverage. Waiver of Subrogation in favor of the City of Lincoln applies to the Workers Compensation coverage.

### CERTIFICATE HOLDER

### CANCELLATION

<b>CITYOFL</b>  City of Lincoln, Lancaster Co, City of Lincoln/Lancaster Co Public Building Commision 555 S 10th St. Lincoln, NE 68508	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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**NOTEPAD:**

HOLDER CODE CITYOFL  
INSURED'S NAME John Otte Oil & Propane, Inc.

JOHNO-1  
OP ID: SCBE

PAGE 2  
Date 01/03/2018

30 day Notice of Cancellation applies to the General Liability and Auto Liability coverages.



# Philadelphia Indemnity Insurance Company

## Form Schedule – General Liability

Policy Number: PHPK1755901

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG0300	0196	Deductible Liability Insurance
CG2026	0413	Additional Insured - Designated Person Or Organization
CG2106	0514	Excl-Access/Disclosure-With Ltd Bodily Injury Except
CG2135	1001	Exclusion - Coverage C - Medical Payments
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
CG2266	1185	Misdelivery of Liquid Products Coverage
PI-FDL-002	1214	Pollution Exclusion Endorsement
PI-FDL-003	1012	Automatic Fill Endorsement
PI-FDL-004	1012	Business Operations - Pollution Exclusion
PI-GL-001	0894	Exclusion - Lead Liability
PI-GL-002	0894	Exclusion - Asbestos Liability
PI-GL-005	0712	Additional Insured Primary And Non-Contributory Ins
PI-GLD-FDL	1012	General Liability Deluxe Endorsement: Fuel Dealers
PI-SAM-006	0117	Abuse Or Molestation Exclusion

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED 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):

City of Lincoln  
Lancaster County  
Public Building Commission

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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 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.

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

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Effective Date:** 01/01/2018

**Name of Person or Organization (Additional Insured):**

AS REQUIRED BY WRITTEN CONTRACT

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

# Philadelphia Indemnity Insurance Company

## Form Schedule – Commercial Auto

Policy Number: PHPK1755901

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
CADS03	1013	Business Auto Declarations
Auto Schedule	0100	Business Auto Schedule
Hired or Borrowed Auto Sche	0706	Schedule of Hired or Borrowed Covered Auto
CA0001	1013	Business Auto Coverage Form
CA0156	1113	Nebraska Changes
CA0221	1013	Nebraska Changes - Cancellation
CA2170	1013	Nebraska Uninsured And Underinsured Motorists Coverage
CA2305	1013	Wrong Delivery Of Liquid Products
CA9935	1113	Nebraska Auto Medical Payments Coverage
CA9944	1013	Loss Payable Clause
CA9948	1013	Pollution Liab-Broadened Cov For Cov Autos-Bus Auto
MCS-90	0117	Motor Carrier Policies-Public Liability-Sections 29&30
PI-AUT-001	0116	Cap On Losses From Certified Acts Of Terrorism
PI-FDL-001	1012	Commercial Automobile Elite Endorsement: Fuel Dealers
PI-FDL-006	1012	Loss Payment Options Physical Damage Coverage
PI-FDL-007	1012	Crane Load Capacity Exclusion
PI-FDL-008	1012	Additional Insured By Contract Endorsement
PI-FDL-009	1012	Primary And Non-Contributory Clause Endorsement

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

**ADDITIONAL INSURED BY CONTRACT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended by adding the following:

The following are also "insureds":

Any person or organization other than a joint venture, for which you have agreed by written contract to procure "bodily injury" or "property damage" liability insurance arising out of the operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

1. The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;
  2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
  3. Anyone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours;
  4. Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto"; or
  5. A partner (if you are a partnership), or a member (if you are a limited liability company) for covered "auto" owned by him or her or a member of his or her household.
- B.** The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any "insured," or to procure insurance.

**C.** The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

**D.** The following additional exclusions apply:

The insurance afforded to any person or organization as an "insured" under this endorsement does not apply to "loss":

1. Which occurs prior to the date your contract is effective with such person or organization;
2. Arising out of the sole negligence of any person or organization that would not be an "insured" except for this endorsement; or

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

**PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

It is agreed that the insurance provided by any additional insured endorsement attached to this policy is primary when primary coverage is required in a written contract.

We will not seek contribution from any insurer when insurance on a non-contributing basis is required in a written contract. For coverage to apply, the written contract must have been executed prior to the occurrence of "loss."

Policy Number: BNUWC0139178

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - SPECIFIC**

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

Waiver Holder Name	Effective Date	Waiver Description
City of Lincoln and Lancaster County	01/01/2018	City Specific

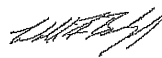
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 01/01/2018 . Policy Number: BNUWC0139178

Insured Name: John Otte Oil & Propane Inc

Insurance Company: StarNet Insurance Company



Countersigned by

WC 00 03 13

(Ed. 4-84)