AMENDMENT TO CONTRACT Annual Service Used Oil Collection Services Quote No. 5371 City of Lincoln and Lancaster County Renewal Jebro Incorporated

This Amendment is hereby entered into by and between Jebro Incorporated, 2303 Bridgeport Drive, Sioux City, IA 51111 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated July 12, 2016 executed under City Directorial Order No. 15390, and County Contract C-16-0350, dated July 5, 2016 for Annual Service - Used Oil Collection Services, Quote No. 5371 which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is July 12, 2016 through July 11, 2017, 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. 17345, executed by the City on June 23, 2017, and by County Contract C-17-0435 executed by the County Board on June 27, 2017, to renew the contract for an additional one (1) year term from July 12, 2017 through July 11, 2018; and

WHEREAS, the Contract was amended by City Directorial Order No. 19471, executed by the City on June 14, 2018, and by County Contract C-18-0351 executed by the County Board on July 3, 2018, to renew the contract for an additional one (1) year term from July 12, 2018 through July 11, 2019; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning July 12, 2019 through July 11, 2020; and

WHEREAS, "Contracted Vendors" shall mean all vendors who contract or who have contracted with the Owners pursuant to Quote No. 5371 for Annual Service - Used Oil Collection Services; and

WHEREAS, "Contracts" shall mean the collective contracts entered into between the County and the Contracted Vendors pursuant to Quote No. 5371 for Annual Service - Used Oil Collection Services; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$6,000.00 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 \$2,500.00 for Contracts 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. 15390 and County Contract C-16-0350, 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 July 12, 2019 through July 11, 2020.
- 2) "Contracted Vendors" shall mean all vendors who contract or who have contracted with the Owners pursuant to Quote No. 5371 for Annual Service Used Oil Collection Services.
- 3) "Contracts" shall mean the collective contracts entered into between the County and the Contracted Vendors pursuant to Quote No. 5371 for Annual Service Used Oil Collection Services.
- 4) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$6,000.00 for Contracts without approval by the City of Lincoln.
- 5) The expenditures for Lancaster County for the term of this renewal shall not exceed \$2,500.00 for Contracts without approval by the Lancaster County Board.
- 6) 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 Service Used Oil Collection Services Quote No. 5371 City of Lincoln and Lancaster County Renewal Jebro Incorporated

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

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

Company Name:	Jebro Inc.
By: (Please Sign)	Alec
By: (Please Print)	Eric Honderson
Title:	Petroleum Recover Manager
Company Address:	2303 Bildgeby Dr. Sing (ity TA SIM
Company Phone & Fax:	712-234-2814 fax -712-271-8451
E-Mail Address:	Erio Honleson Q. Jesion Com
Date:	6/18/19
Contact Person for Orders or Service	Eric Herderson
Contact Phone Number:	7/2-234-2814

City of Lincoln Signature Page

AMENDMENT TO CONTRACT Annual Service Used Oil Collection Services Quote No. 5371 City of Lincoln and Lancaster County Renewal Jebro Incorporated

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order No._____

dated _____

Tracking No. 19060107 C-19-0513

Lancaster County Signature Page

AMENDMENT TO CONTRACT Annual Service Used Oil Collection Services Quote No. 5371 City of Lincoln and Lancaster County Renewal Jebro Incorporated

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

ACORD

537<u>/</u> DATE (MM/DD/YYYY)

AC	.ORD	С	ER	ΓIF	ICATE OF LIA	BILI	TY INS	URANC	;E		21/2019
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).											
PRODU	PRODUCER CONTACT Marsh USA Inc. PHONE FAX										
333 South 7th Street, Suite 1400 (A/C, No, Ext): (A/C, No): Minneapolis, MN 55402-2400 E-MAIL ADDRESS:											
CN1022	299309-JEBRO-GAWX-	-19-20			JEBRO	INSURER(S) AFFORDING COVERAGE					NAIC #
INSURE						INSURER A : LIDERTY MUTUAI FIRE INS CO					N/A
	Jebro, Inc. 2303 Bridgeport Drive	3						surance Corporatio	າກ		42404
	Sioux City, IA 51111					INSURE		diano o como	41		
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									MED EXP (Any one person)	\$	10,000
							ľ		PERSONAL & ADV INJURY	\$	2,000,000
G	EN'L AGGREGATE LIM								GENERAL AGGREGATE	\$	4,000,000
	POLICY X PRO								PRODUCTS - COMP/OP AGG	\$	4,000,000
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	AUTOS ONLY	AUTOS							BODILY INJURY (Per accident) PROPERTY DAMAGE		
		X AUTOS ONLY							(Per accident)	\$	
		<u> </u>								\$	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Lincoln and Lancaster County is/are included as additional insured under general liability per the attached CG 2010 and CG 2037 endorsements and does not include professional liability coverage. Blanket Additional Insured for Automobile Liability is included per attached designated Insured Endorsement CA 20 48. Blanket Waiver of Subrogation, where allowed by law, applies for Workers' Compensation per											
the attached endorsement.											

CERTIFICATE HOLDER	CANCELLATION		
City of Lincoln and Lancaster County Lincoln - Lancaster County Public Building Commission 555 S. 10th Street 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 of Marsh USA Inc.		
	Manashi Mukherjee Manaoni Muccherfee		

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):				
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of				
Insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.				
This policy will be primary and non-contributory to any like insurance available to the person or organization noted above.				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

Each person or organization shown in the Schedule is an "Insured" for Covered Autos LiabilityCoverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form. Policy Number: AI2-641-005097-059 Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART MOTOR CARRIER COVERAGE PART GARAGE COVERAGE PART TRUCKERS COVERAGE PART EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART

Schedule					
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:			
Per schedule of certificate holders on file with the Company	Per schedule of certificate holders on file with the Company	90			

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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COMMERCIAL GENERAL LIABILITY CG 20 10 04 13

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

- 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:

- 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.

SCHEDULE

SCHEDULE (continued)

Name Of Additional Insured Person(s) Or Organization(s):

1. Any person or organization with whom you have agreed in writing in a contract or agreement, prior to an "occurrence" or "offense", that such person or

organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in item (1) above

Location(s) Of Covered Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- 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.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization with whom you have agreed in writing in a contract or agreement, prior to an "occurrence" or "offense", that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in item (1) above.

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

Location And Description Of Completed Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Policy Number TB2-641-005097-049 Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART MOTOR CARRIER COVERAGE PART GARAGE COVERAGE PART TRUCKERS COVERAGE PART EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule					
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:			
Per Schedule of certificate holders on file with the Company		90			

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- **B**. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):

Per schedule of certificate holders on file with the company

Per schedule of certificate holders on file with the company

Email Address or mailing address:

Number Days Notice:

90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-05097-019

Effective Date

Premium \$

Issued to Centennial Energy Holdings, inc.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- **B**. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):

Per schedule of certificate holders on file with the company

Email Address or mailing address:

Per schedule of certificate

holders on file with the

company

ing address: Number Days Notice:

90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WA7-64D-005097-029 Eff

Effective Date

Premium \$

Issued to MDU Resources Group, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Issued by: Liberty Insurance Corporation 21814

For attachment to Policy No WA7-64D-005097-019

Effective Date January 1, 2019

Premium \$

Issued to: Centennial Energy Holdings, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.

This waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under m.S. 79.36.

Schedule

Where required by contract or written agreement prior to loss and allowed by law

In the states of Arizona, Idaho, Minnesota, Montana, Nevada, South Dakota the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of Oregon the premium charge is 1% of the total manual premium, subject to a minimum prmeium of \$250 per policy.

Issued by: Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No WA7-64D-005097-029

Effective Date January 1, 2019

Premium \$

Issued to: MDU Resources Gorup, Inc.

WC 00 03 13 Ed. 4/1/1984 © 1983 National Council on Compensation Insurance, Inc.

Page 1 of 1