

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN/LANCASTER COUNTY
ANNUAL SUPPLY OF ABSORBENTS FLOOR DRY
QUOTE NO. 4258
SECOND RENEWAL**

C - 14 - 0607
RECEIVED
NOV 20 2014
LANCASTER COUNTY
CLERK

This Amendment is hereby entered into by and between **Sapp Brothers Petroleum, Inc., 5901 Cornhusker Hwy., Lincoln, NE 68507** (hereinafter "Contractor") and Lancaster County and The City of Lincoln (hereinafter "Owners"), for the purpose of renewing the Contract C-12-0682, dated December 11, 2012, and D.O. 08408 dated November 26, 2012, (the "Contract"), for **The Annual Supply of Absorbents Floor Dry, Quote No. 4258**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is December 11, 2012 through December 10, 2013, with the option to renew for three (3) additional one (1) year terms; and

WHEREAS, the Agreement was amended by the City D.O. 10065 on September 30, 2013, and by the County Contract C-13-0497, executed by the County Board on October 8, 2013, to renew the agreement for an additional one (1) year period December 11, 2013 through December 10, 2014; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning December 11, 2014 through December 10, 2015; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$1,200.00 without prior approval of the Lancaster County Board of Commissioners.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$4,700.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-12-0682 and City D.O. 08408, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year term beginning December 11, 2014 through December 10, 2015; and
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$1,200.00 without prior approval of the Lancaster County Board of Commissioners.
- 3) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$4,700.00 without prior approval by the City of Lincoln.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in full 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.

The Board of County Commissioners of
Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 25 day of Nov., 2014

Executed this 16th day of Dec., 2014

 Public Works & Utilities Director

 Lancaster County Attorney

Supplier, please fill out the following Information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	SAPP BROS, INC
By: (Please Print)	GARY L. PENCE
By: (Please Sign)	
Title: (Please Print)	SENIOR SALES
Company Address: (Please Print)	5901 CORNHUSKER HWY
Company Phone & Fax: (Please Print)	(402) 466-5522 FAX (402) 466-5529
E-Mail Address: (Please Print)	gpence@sappbros.net
Date: (Please Print)	Nov 19, 2014
Contact Person for: "Orders or Service" (Please Print)	GARY L. PENCE
Phone Number:	(402) 580-4236

RECEIVED
C-13-0497
OCT 03 2013

AMENDMENT TO AGREEMENT
CITY OF LINCOLN/LANCASTER COUNTY
ANNUAL SUPPLY OF ABSORBENTS FLOOR DRY
QUOTE NO. 4258
FIRST RENEWAL

LANCASTER COUNTY
CLERK

This Amendment is hereby entered into on this 8 day of October, 2013, by and between Sapp Brothers Petroleum, Inc., 5901 Cornhusker Hwy., Lincoln, NE 68507 (hereinafter "Contractor") and Lancaster County and The City of Lincoln (hereinafter "Owners"), for the purpose of renewing the Contract C-12-0682, dated December 11, 2012, and D.O. 08408 dated November 26, 2012, (the "Contract"), for The Annual Supply of Absorbents Floor Dry, Quote No. 4258, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is December 11, 2012 through December 10, 2013, with the option to renew for one (1) additional three (3) year term; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning December 11, 2013 through December 10, 2014; and

WHEREAS, the estimated expenditures for *Lancaster County Departments* for the term of this renewal shall not exceed \$800.00 per year without approval by the Lancaster County Board.

WHEREAS, the estimated expenditures for *City Departments* for the term of this renewal shall not exceed \$4,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-12-0682 and D.O. 08408, and stated herein the parties agree as follows:

1. The Contract shall be renewed for an additional one (1) year term beginning December 11, 2013 through December 10, 2014.
2. The estimated expenditures for *Lancaster County Departments* for the term of this renewal shall not exceed \$800.00 per year without approval by the Lancaster County Board.
3. The estimated expenditures for *City Departments* for the term of this renewal shall not exceed \$4,000.00 without prior approval by the City of Lincoln.
4. All other terms of the Contract, not in conflict with this Amendment, shall remain in full 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.

The Board of County Commissioners of
Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 8 day of October, 2013

Executed this 25 day of Sept, 2013

Bob Schori
Bob Meyer
Jerry Audler
James Kopysov
Janet B. Schmitt

Dennis M. Meyer
 for Finance Director

Brittany Bohrens
 Lancaster County Attorney

Supplier, please fill in the following Information and mail back to our office; a faxed copy is not acceptable.

Company Name:	<u>Sapp Bros Petroleum Inc</u>
By: (Name & Title)	(Please Print) <u>CHARLES E SWERCZEK</u>
By: (Name & Title)	(Please Sign) <u>Charles E Swerczek</u>
Company Address:	<u>5901 CORNHUSKER BLVD Lincoln, NE 68507</u>
Company Phone & Fax:	<u>(402) 466-5522 (402) 466-5529</u>
Date:	Dated this <u>20th</u> day of <u>September</u> , 2013

RECEIVED

08408

C-12-0602
DEC 05 2012

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**ANNUAL SUPPLY
Of
Absorbents Floor Dry
Quote No. 4258**

**Sapp Brothers Petroleum, Inc.
5901 Cornhusker Hwy
Lincoln, NE 68507
402-466-5522**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **Sapp Brothers Petroleum, Inc., 5901 Cornhusker Hwy, Lincoln, NE 68507**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Supply of Absorbents Floor Dry, Quote No. 4258** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal - Order on an as needed basis

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. Owners shall order on an as needed basis for the duration of the contract.

3. **Equal Employment Opportunity.** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.
8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term, with the option to renew for three (3) additional one (1) year terms.

9. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Agreement
 2. Accepted Proposal/Response
 3. Specifications
 4. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST

Jan E. Ross
City Clerk



CITY OF LINCOLN, NEBRASKA

Steve Hubbs
Finance Director

Approved by Directorial Order 08408

dated November 26, 2012

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Richard L. Brown
for Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

James Howard
Debra Lee
John D. [unclear]
Larry Hudson
Bob [unclear]
dated 11/11/12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

S&D Bros Petroleum Inc
Name of Corporation

5901 Cornhusker Hwy Lincoln, NE
(Address)

By: Charles E Swerzgek
Duly Authorized Official

General Manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7410			Department	
Fax	(402) 441-6513			Building	
Bid Number	4258	Department	Purchasing	Floor/Room	
Title	Annual Supply of Absorbents Floor Dry	Building	Suite 200	Telephone	
Bid Type	Quote	Floor/Room		Fax	
Issue Date	10/31/2012	Telephone	(402) 441-7428	Email	
Close Date	11/5/2012 2:00:00 PM CST	Fax	(402) 441-6513		
Need by Date		Email	smulder@lincoln.ne.gov		

Supplier Information

Company Sapp Bros Petroluem, Inc
Address 5901 Cornhusker Hwy

 Lincoln, NE 68507
Contact Chuck Swerczek
Department
Building
Floor/Room
Telephone 1 (402) 466-5522
Fax 1 (402) 466-5529
Email
Submitted 10/31/2012 3:50:47 PM CST
Total \$10,444.50

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Contact	Name of person submitting this bid:	Charles Swerczek
5	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. - ((a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	B=yes C -45 days
9	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
10	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	825	Bags	Diatomaceous Earth Calcined Granular Absorbent; delivery of 10 bags per trip.	\$4.22
Manufacturer: Eagle Picher, Floor Dry or equivalent				
Item Notes: Estimated annual usage Bags are based on a 24 quart size Please attach specifications in the response attachment section of the bid.				
Supplier Notes:				
Item Attributes: Please review the following and respond where necessary				
#	Name	Note	Response	
1	Bag Size	What is the bag size of the product you are bidding?	24 quart size	
2	Manufacturer & Model	Please provide the manufacturer and model of the item you are bidding.	EP Minerals- Granular Diatomite Absorbant	
2	825	Bags	Diatomaceous Earth Calcined Granular Absorbent; delivery less than 10 bags per trip.	\$4.32
Manufacturer: Eagle Picher, Floor Dry or equivalent				
Item Notes: Estimated annual usage Bags are based on a 24 quart size Please attach specifications in the response attachment section of the bid.				
Supplier Notes:				
3	825	Bags	Diatomaceous Earth Calcined Granular Absorbent; no delivery, department will pick-up.	\$4.12
Manufacturer: Eagle Picher, Floor Dry or equivalent				
Item Notes: Estimated annual usage Bags are based on a 24 quart size Please attach specifications in the response attachment section of the bid.				
Supplier Notes:				
Response Total:				\$10,444.50