

AMENDMENT TO CONTRACT
Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Renewal
Murphy Tractor & Equipment Co. Inc.

This Amendment is hereby entered into by and between Murphy Tractor & Equipment Co. Inc., 6100 Arbor Road, Lincoln, NE 68517 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated October 16, 2018 executed under City Executive Order No. 92407, and County Contract C-18-0582, dated October 2, 2018 for Annual Repair Services for Construction and Purpose-Built Equipment, Bid No. 18-167, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is October 16, 2018 through September 5, 2019, 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 September 6, 2019 through September 5, 2020; and

WHEREAS, the expenditures for the City of Lincoln Departments for the term of this renewal shall not exceed \$700,000.00 for contracts without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$150,000.00 for contracts without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City E.O. 92407 and County Contract C-18-0582, 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 6, 2019 through September 5, 2020.
- 2) The expenditures for the City of Lincoln Departments for the term of this renewal shall not exceed \$700,000.00 for contracts without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$150,000.00 for contracts without approval by the Lancaster County Board.
- 4) 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 Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Renewal
Murphy Tractor & Equipment Co. Inc.**

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

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

Company Name:	Murphy Tractor & Equipment Co
By: (Please Sign)	<i>Greg Kozisek</i>
By: (Please Print)	Greg Kozisek
Title:	Branch Manager
Company Address:	6100 Arbor Road, Lincoln NE 68577
Company Phone & Fax:	402-467-1300 402-467-1927
E-Mail Address:	gkozisek@murphytractor.com
Date:	August 13, 2019
Contact Person for Orders or Service	Jose Breece or Mike Trentman
Contact Phone Number:	402-467-1300

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
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EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Leirion Gaylor Baird, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Renewal
Murphy Tractor & Equipment Co. Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2019

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).

PRODUCER Andrew Sevlc	CONTACT NAME: Sentry Customer Service
	PHONE (A/G, No, Ext): 800-473-6879 FAX (A/G, No): 800-514-7191
	EMAIL ADDRESS: businessproducts_direct@sentry.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Sentry Select Insurance Company	NAIC # 21180
INSURED Murphy Tractor & Equip CO Inc 5375 N Deere Rd Park City, KS 67219-3307	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 1339606 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	2430238003	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,500,000 PRODUCTS - COMP/OP AGG \$ 1,500,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	2430238004	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			2430238005	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 60,000,000 PRODUCTS - COMP/OP AGG \$ 60,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NE) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	2430238006	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)
Refer to attached

CERTIFICATE HOLDER City of Lincoln Lancaster County 666 S 10th St Lincoln, NE 68508-2803	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. AUTHORIZED REPRESENTATIVE:
-------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



AGENCY CUSTOMER ID: XXXXXX2178

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Andrew Sevic		NAMED INSURED Murphy Tractor & Equip CO Inc	
POLICY NUMBER 2430238003			
CARRIER Sentry Select Insurance Company	NAIC CODE 21180	EFFECTIVE DATE: 01/01/2019	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Business Auto

City of Lincoln, Lancaster County and City of Lincoln/Lancaster County public Building Commission additional insured;waiver of subrogation applies;30 day cancel applies per ll 70 58 0214 endorsement;garage keepers coverage included in property of others limit of \$254,457,000; Bid no. 18-167

General Liability

City of Lincoln, Lancaster County and City of Lincoln/Lancaster County public Building Commission additional insured;waiver of subrogation applies;30 day cancel applies per ll 70 58 0214 endorsement;garage keepers coverage included in property of others limit of \$254,457,000; Bid no. 18-167

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 Lancaster County 555 S 10th St Lincoln NE 68508	All locations Description: Customer
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.

Change effective 01/03/2019

CG 20 10 04 13
2430238
Sentry Select Insurance Company

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01/03/2019

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.

POLICY NUMBER: 2430238004

COMMERCIAL AUTO
CA 20 48 10 13

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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Murphy Tractor & Equip CO Inc

Endorsement Effective Date: 01/03/2019

SCHEDULE

Name of Person(s) or Organization(s):

City of Lincoln
Lancaster County
555 S 10th St
Lincoln NE 68508

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 Liability Coverage, 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.

Change effective 01/03/2019

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2430238

Sentry Select Insurance Company

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01/03/2019

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.

Schedule

Name: City of Lincoln
Address: Lancaster County
555 S 10th St
Lincoln NE 68508
Description of Waiver: No specific job or location
JobID:

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 Insured Policy No. Endorsement No. Premium
Insurance Company Countersigned by

Change effective 01/03/2019
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(Ed. 4-84)
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