

AMENDMENT TO CONTRACT
Annual Requirements
Parts Washer Services/Recycling Solvent
Bid No. 15-043
City of Lincoln and Lancaster County
Renewal
Safety-Kleen Systems Inc.

This Amendment is hereby entered into by and between Safety-Kleen Systems Inc., 2600 N. Central Expressway, Suite 400, Richardson, TX 75080 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated April 10, 2015 executed under City Directorial Order No. 12882, and County Contract C-15-0186, dated April 14, 2015 for Annual Requirements - Parts Washer Services/Recycling Solvent, Bid No.15-043, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is April 14, 2015 through April 13, 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 Directorial Order No. 14671, executed by the City on March 10, 2016, and by County Contract C-16-0112 executed by the County Board on March 15, 2016, to renew the contract for an additional one (1) year term from April 14, 2016 through April 13, 2017; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning April 14, 2017 through April 13, 2018; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$12,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$1,500.00 without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City D.O. 12882 and County Contract C-15-0186, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties wish to renew the Contract for an additional one (1) year term beginning April 14, 2017 through April 13, 2018.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$12,000.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$1,500.00 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

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Bid No. 15-043
City of Lincoln and Lancaster County
Renewal
Safety-Kleen Systems Inc.

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

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

Company Name:	SAFETY-KLEEN SYSTEMS, INC
By: (Please Sign)	Eddie Neil
By: (Please Print)	EDDIE NEIL
Title:	BRANCH MANAGER
Company Address:	13915 A PLAZA OMAHA, NE 68144
Company Phone & Fax:	402 333-6321 402 333-9841
E-Mail Address:	EDDIE, NEIL @ SAFETY-KLEEN, COM
Date:	3/21/17
Contact Person for Orders or Service	CHAD ZIMMERMAN
Contact Phone Number:	402 306-0331

City of Lincoln Signature Page

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EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
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Bid No. 15-043
City of Lincoln and Lancaster County
Renewal
Safety-Kleen Systems Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



CLEAHAR-01

DMELLOFA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2017

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 Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS: Certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Safety Kleen Systems Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	INSURER A : ACE American Insurance Company 22667	
	INSURER B : American Guarantee and Liability Insurance Company 26247	
	INSURER C : Indemnity Insurance Company of North America 43575	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		HDOG27858478	11/01/2016	11/01/2017	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GENERAL AGGREGATE	\$ 4,000,000		PRODUCTS - COMP/OP AGG	\$ 4,000,000			
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	X		ISAH09051107	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC 4275262-12	11/01/2016	11/01/2017	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC49103554 (AOS)	11/01/2016	11/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
A	Work Comp & Emp Liab			WLRC49103530 (AZ, CA, MA)	11/01/2016	11/01/2017	See Attached	

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

Scope of Work: SK services

City of Lincoln and Lancaster County are named as Additional Insureds for General Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln / Lancaster County Attn: Brianne Crooks 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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ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Workers Compensation & Employers Liability CARRIER: ACE American Insurance Company POLICY TERM: 11/1/2016 - 11/1/2017 POLICY NUMBER: WLRC49103530 (AZ, CA, MA)	Per Statute \$2,000,000 E.L. Each Accident \$2,000,000 E.L. Disease – Each Employee \$2,000,000 E.L. Disease – Policy Limit
POLICY TYPE: Contractor's Pollution Liability CARRIER: ACE American Insurance Company POLICY TERM: 11/1/2016 - 11/1/2017 POLICY NUMBER: COO G27416603 002	\$10,000,000 Each Claim \$10,000,000 All Claims \$250,000 SIR
POLICY TYPE: Professional Liability CARRIER: ACE American Insurance Company POLICY TERM: 11/1/2016 - 11/1/2017 POLICY NUMBER: COO G27416603 002	\$10,000,000 Each Claim \$10,000,000 All Claims \$250,000 SIR

**COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
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" 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:

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.