

AMENDMENT TO CONTRACT
Annual Requirements
Polypatch Applicator Rental and Mastic Pave Patch
Bid No. 14-125
Lancaster County
Renewal
Right Pointe Co.

C-17-0447

This Amendment is hereby entered into by and between Right Pointe Co., 234 Harvestore Drive, Dekalb, IL 60115 (hereinafter "Contractor") and Lancaster County, (hereinafter "County"), for the purpose of amending the Contract dated July 1, 2014, under County Contract No. C-14-0329, for Annual Requirements - Polypatch Applicator Rental and Mastic Pave Patch, Bid No. 14-125, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is July 1, 2014 through June 30, 2015, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by County Contract C-15-0291 executed by the County Board on June 16, 2015 to renew the contract for an additional one (1) year term from July 1, 2015 through June 30, 2016; and

WHEREAS, the Contract was amended by County Contract C-16-0282 executed by the County Board on June 21, 2016 to renew the contract for an additional one (1) year term from July 1, 2016 through June 30, 2017; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning July 1, 2017 through June 30, 2018; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$18,200.00 without approval by the Lancaster County Board of Commissioners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in County Contract No. C-14-0329, and stated herein the parties agree as follows:

- 1) The parties wish to renew the Contract for an additional one (1) year term beginning July 1, 2017 through June 30, 2018.
- 2) The expenditures for Lancaster County for the term of this renewal shall not exceed \$18,200.00 without approval by the Lancaster County Board of Commissioners.
- 3) 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 upon completion of signatures on:

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

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

Chad Stroh 6/13/17

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:	Right Pointe Company
By: (Please Sign)	<i>Chad Stroh</i>
By: (Please Print)	Chad Stroh
Title:	Sales Manager
Company Address:	234 Harvestore Dr. DeKalb, IL
Company Phone & Fax:	815-754-5700 / FX 815-754-5702
E-Mail Address:	chad_s@rightpointe.com
Date:	6-13-17
Contact Person for: Service or Orders"	Chad Stroh of Michelle Miller
Contact Phone Number:	815-754-5700

Lancaster County Signature Page

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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)

6/14/2017

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 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 Resource Insurance 555 Bethany Rd Dekalb IL 60115-1746		CONTACT NAME: Nihna, Charles PHONE (A/C No. Ext): (815) 748-1489 FAX (A/C No.): (815) 748-1480 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Midwest Family Mutual	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1761402001 **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	BPIL0560087585	3/4/2017	3/4/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Pers&AdvertsInjury	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		<input checked="" type="checkbox"/>	CAIL0560087586	3/4/2017	3/4/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Hired BI	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		<input checked="" type="checkbox"/>	CUIL0560087587	3/4/2017	3/4/2018	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	WCIL0560087588	3/4/2017	3/4/2018	PER STATUTE 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)
 Lancaster County is an Additional Insured, under policy # BPIL0560087585.

CERTIFICATE HOLDER Lancaster County 555 S 10th St. Lincoln, NE 68508	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 Charles Nihan/CKN 

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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)
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.

- 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", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- In the performance of your ongoing operations;
or
 - In connection with your premises owned by or rented to you.
- B. The following is added to **SECTION III - LIMITS OF INSURANCE**:
- The limits of liability for the additional insured are those specified in the written contract or agreement between the insured and the designated person or organization, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.