

**AMENDMENT TO CONTRACT**  
**Annual Requirements - Equipment and Accessory Rental**  
**Bid No. 14-137**  
**City of Lincoln, Lancaster County and**  
**City of Lincoln-Lancaster County Public Building Commission**  
**Renewal**  
**Hamilton Equipment Co.**

This Amendment is hereby entered into by and between Hamilton Equipment Co., 8801 Highway 6, Lincoln, NE 68507 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated July 14, 2014 executed under City Resolution No. A-88374, and County Contract C-14-0380, dated July 29, 2014, and executed by the City of Lincoln-Lancaster County Public Building Commission, on August 5, 2014, for Equipment and Accessory Rental, Bid No. 14-137, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is August 5, 2014 through August 4, 2017, with the option to of one (1) additional three (3) year term upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for one (1) additional three (3) year term beginning August 5, 2017 through August 4, 2020; and

WHEREAS, "Contracted Vendors" shall mean all Vendors who contract or who have contracted with the Owners pursuant to Bid No. 14-137 for Equipment and Accessory Rental; and

WHEREAS, "Contracts" shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 14-137 for Equipment and Accessory Rental; and

WHEREAS, the expenditures for the City of Lincoln shall not exceed \$20,000.00 each year, for a total not to exceed \$60,000.00 for Contracts during the contract term without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County shall not exceed \$20,000.00 each year, for a total not to exceed \$60,000.00 for Contracts during the contract term without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission shall not exceed \$10,000.00 each year, for a total not to exceed \$30,000.00 for Contracts during the contract term without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Resolution No. A-88374 and County Contract C-14-0380, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for one (1) additional three (3) year term beginning August 5, 2017 through August 4, 2020.
- 2) "Contracted Vendors" shall mean all Vendors who contract or who have contracted with the Owners pursuant to Bid No. 14-137 for Equipment and Accessory Rental.
- 3) "Contracts" shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 14-137 for Equipment and Accessory Rental.
- 4) The expenditures for the City of Lincoln shall not exceed \$20,000.00 each year, for a total not to exceed \$60,000.00 for Contracts during the contract term without approval by the City of Lincoln.
- 5) The expenditures for Lancaster County shall not exceed \$20,000.00 each year, for a total not to exceed \$60,000.00 for Contracts during the contract term without approval by the Lancaster County Board.
- 6) The expenditures for the City of Lincoln-Lancaster County Public Building Commission shall not exceed \$10,000.00 each year, for a total not to exceed \$30,000.00 for Contracts during the contract term without approval by the Public Building Commission.
- 7) 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

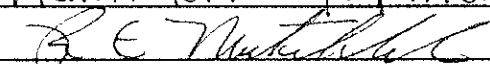
City of Lincoln-Lancaster County Public Building Commission Signature Page

## Vendor Signature Page

AMENDMENT TO CONTRACT  
 Annual Requirements - Equipment and Accessory Rental  
 Bid No. 14-137  
 City of Lincoln, Lancaster County and  
 City of Lincoln-Lancaster County Public Building Commission  
 Renewal  
 Hamilton Equipment Co.

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

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

Company Name:	Hamilton Equipment Company.
By: (Please Sign)	
By: (Please Print)	Brian E. Motschenbacher
Title:	Sales Manager
Company Address:	8801 Highway 6, Lincoln, NE 68507.
Company Phone & Fax:	P: 402-464-6381 / F: 402-464-5989.
E-Mail Address:	brian@hamiltonequipmentco.com.
Date:	June 27, 2017.
Contact Person for Orders or Service	Brian Motschenbacher.
Contact Phone Number:	(402) 464-6381

## Lancaster County Signature Page

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**City of Lincoln, Lancaster County and**  
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**Renewal**  
**Hamilton Equipment Co.**

**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)  
6/20/2017

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).

<b>PRODUCER</b> Gary Thompson Agency, Inc. 4200 Lucile Drive Suite 200  Lincoln NE 68506  <b>INSURED</b> Hamilton Equipment Company 8801 Highway 6  Lincoln NE 68507	<b>CONTACT NAME:</b> Jen Miller <b>PHONE (A/C, No, Ext):</b> (402) 475-2609 <b>FAX (A/C, No):</b> (402) 475-6121 <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: Continental Western Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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**COVERAGES** CERTIFICATE NUMBER: CL169210113 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 SUBR INSD 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 POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	IMD3038465-22	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CORP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRE/AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-COMM. AUTOS	<input checked="" type="checkbox"/>	IMD3038465-22	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorist Bx-single \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTIONS	<input type="checkbox"/>	IMD3038465-22	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Y	WCA3038464-22	9/1/2016	9/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>INLAND MARINE</b>		IMD3038465-22	9/1/2016	9/1/2017	EQUIPMENT FLOATER

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission are listed as additional insured on the general liability line and the auto liability policy. Waiver of subrogation in favor of City/County/PBC also applies on the workers comp line.

<b>CERTIFICATE HOLDER</b> llirons@lincoln.ne.gov  City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission 555 South 10th Street Lincoln, NE 68508	<b>CANCELLATION</b>  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 Jen Miller/JM
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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 Lincoln-Lancaster County Public Bidg Commission 555 S 10th St Lincoln, 68508	Various
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.

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.

## 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

City of Lincoln Lancaster County Lincoln-Lancaster County Public Bldg Commission 555 So 10th St Lincoln, NE 68508

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  
09/01/2016

Policy No.  
WCA 3038464 23

Endorsement No.

Insured  
Hamilton Equipment Co

Premium

Insurance Company:  
Continental Western Insurance Company

Countersigned by \_\_\_\_\_



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLICY CHANGES**

Policy No.: IMD 3038465 - 23

<b>NAMED INSURED AND ADDRESS</b> Hamilton Equipment Co 8801 Hwy 6 Lincoln, NE 68507	<b>AGENCY NAME AND ADDRESS</b> (402) 746-2242 GARY THOMPSON AGENCY, INC. P.O. BOX 445 RED CLOUD, NE 68970	01832
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POLICY CHANGES EFFECTIVE Jun 20, 2017

ENDORSEMENT # 7

ADDITIONAL Premium For Endorsement	\$	21.00
ADJUSTED Annual Premium	\$	49,366.00

**COVERAGE PARTS AFFECTED**

Coverage		Additional / Return
Commercial Auto		
Subtotal	\$	0.00
Inland Marine		
Subtotal	\$	0.00
Commercial Property		
Subtotal	\$	0.00
Umbrella/Excess		
Subtotal	\$	0.00
General Liability		
Subtotal	\$	21.00
<b>Total</b>	<b>\$</b>	<b>21.00</b>

**Changes**

Added CG2010. See attached.

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**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 Lincoln-Lancaster County Public Bldg Commission 555 S 10th St Lincoln, 68508	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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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.

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

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whichever is less.

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