

AMENDMENT TO CONTRACT
Annual Requirements
Construction and Landfill Equipment Repair
Bid No. 14-160
City of Lincoln and Lancaster County
Renewal
Murphy Tractor & Equipment Company, Inc.

This Amendment is hereby entered into by and between Murphy Tractor & Equipment Company, 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 August 5, 2014 executed under City Executive Order No. 87381, and County Contract C-14-0401, dated August 12, 2014 for Annual Requirements - Construction and Landfill Equipment Repair, Bid No. 14-160, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is August 12, 2014 through August 11, 2015, 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 Executive Order No. 88550, executed by the City on August 24, 2015, and by County Contract C-15-0428 executed by the County Board on September 1, 2015, to renew the contract for an additional one (1) year term from August 12, 2015 through August 11, 2016;

WHEREAS, the Contract was amended by City Executive Order No. 89707, executed by the City on August 16, 2016, and by County Contract C-16-0431 executed by the County Board on August 9, 2016, to renew the contract for an additional one (1) year term from August 12, 2016 through August 11, 2017;

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning August 12, 2017 through August 11, 2018; and

WHEREAS, the parties hereby amend the contract to allow the repairing of equipment up to \$50,000 per repair. (If over \$25,000 an Executive Order will be required and if over \$20,000 County Board approval.)

WHEREAS, "Contracted Vendors" shall mean all vendors who contract or who have contracted with the City pursuant to Bid No. 14-160 for Annual Requirements - Construction and Landfill Equipment Repair; and

WHEREAS, "Contracts" shall mean the collective contracts entered into between the City and the Contracted Vendors pursuant to Bid No. 14-160 for Annual Requirements - Construction and Landfill Equipment Repair, including all amendments thereto; and

WHEREAS, the expenditures for the City of Lincoln Public Works and Utilities Department for the term of this renewal shall not exceed \$760,000.00 for Contracts without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County Department for the term of this renewal shall not exceed \$115,000.00 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. 87381 and County Contract C-14-0401, 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 August 12, 2017 through August 11, 2018.
- 2) The parties hereby amend the contract to allow the repairing of equipment up to \$50,000 per repair. (If over \$25,000 an Executive Order will be required and if over \$20,000 County Board approval.)
- 3) "Contracted Vendors" shall mean all vendors who contract or who have contracted with the City pursuant to Bid No. 14-160 for Annual Requirements - Construction and Landfill Equipment Repair.
- 4) "Contracts" shall mean the collective contracts entered into between the City and the Contracted Vendors pursuant to Bid No. 14-160 for Annual Requirements - Construction and Landfill Equipment Repair, including all amendments thereto.
- 5) The expenditures for the City of Lincoln Public Works and Utilities Department for the term of this renewal shall not exceed \$760,000.00 without approval by the City of Lincoln.
- 6) The expenditures for Lancaster County Department for the term of this renewal shall not exceed \$115,000.00 for Contracts without approval by the Lancaster County Board.
- 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:

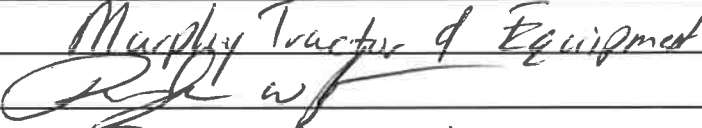
Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
Annual Requirements
Construction and Landfill Equipment Repair
Bid No. 14-160
City of Lincoln and Lancaster County
Renewal
Murphy Tractor & Equipment Company, 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:	Murphy Tractor & Equipment
By: (Please Sign)	
By: (Please Print)	Douglas W. Jacobson
Title:	Product Support Manager
Company Address:	16100 Arthur Rd Lincoln, NE 68517
Company Phone & Fax:	P- 402 467-1300 F 402 467-1927
E-Mail Address:	djacobson@murphytractor.com
Date:	7-27-2017
Contact Person for Orders or Service	Mike Trentman
Contact Phone Number:	402 467-1300

City of Lincoln Signature Page

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City of Lincoln and Lancaster County
Renewal
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EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
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Bid No. 14-160
City of Lincoln and Lancaster County
Renewal
Murphy Tractor & Equipment Company, 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)
12/14/2016

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).

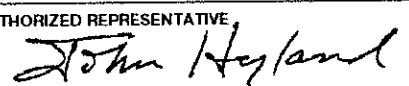
PRODUCER Sentry Insurance Company 1800 North Point Drive Stevens Point, WI 54481	CONTACT NAME: Sentry Customer Service
	PHONE (A/C, No, Ext): 800-473-6879
	FAX (A/C, No): 688-533-7827
	EMAIL ADDRESS: businessproducts_ssdo@sentry.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : SENTRY SELECT INSURANCE COMPANY
	NAIC # 21180
INSURED MURPHY TRACTOR & EQUIP CO INC 5375 N DEERE RD PARK CITY, KS 67219	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER: 0127** **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:			24-30238-01	01/01/2017	01/01/2018	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"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			24-30238-01	01/01/2017	01/01/2018	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 \$			24-30238-01	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 30,000,000 PRODUCTS - COMP/OP AGG \$ 30,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	24-30238-02	01/01/2017	01/01/2018	<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 AND CITY OF LINCOLN/ LANCASTER COUNTY PUBLIC BUILDING COMMISSION 440 SOUTH 8TH STREET SUITE 200 SOUTHWEST WING 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 
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GENERAL LIABILITY DECLARATIONS

POLICY NUMBER 24-30238-01

NAME INSURED: MURPHY TRACTOR & EQUIP CO INC

ADDITIONAL INSURED
 SCHEDULE

The following information is required to complete the accompanying additional insured endorsement which forms a part of the Named Insured's COMMERCIAL GENERAL LIABILITY COVERAGE PART.

<u>ADDITIONAL INSURED</u>	<u>ENDORSEMENT</u>	<u>EFFECTIVE</u>
CITY OF LINCOLN, LANCASTER COUNTY AND CITY OF LINCOLN/ LANCASTER COUNTY PUBLIC BUILDING COMMISSION 440 SOUTH 8TH STREET SUITE 200 SOUTHWEST WING LINCOLN, NE 68508 (CERTIFICATE NUMBER 0127)	CG 20 10 04 13	FROM JANUARY 01, 2017 TO JANUARY 01, 2018

LOCATION(S) OF COVERED OPERATIONS

ALL LOCATIONS

FOR ENDORSEMENT TEXT,
 SEE OVER.

CG 89 01 11 85 (MECH)

MUR 24-30238-01 40 171
 12-13-2016
 (000 0127)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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.