

AMENDMENT TO CONTRACT
Annual Requirements
Construction and Landfill Equipment Repair
Bid No. 14-160
City of Lincoln and Lancaster County
Renewal with Price Increase
NMC, Inc.

This Amendment is hereby entered into by and between NMC, Inc., 401 NW 56th Street, Lincoln, NE 68528 (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-14-0398, 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, 2014, and by County Contract C-15-0429 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-16-0432 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 reflect a price increase in rates as per Attachment A; 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-14-0398, 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 reflect a price increase in rates as per Attachment A.
- 3) 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.)
- 4) "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.
 - 5) "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.
 - 6) 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.
 - 7) 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.
 - 8) 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:

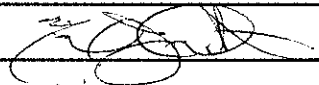
Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page

Vendor Signature Page

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Annual Requirements
Construction and Landfill Equipment Repair
Bid No. 14-160
City of Lincoln and Lancaster County
Renewal with Price Increase
NMC, 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:	NMC INC.
By: (Please Sign)	
By: (Please Print)	MICHAEL DEIBERT
Title:	MANAGER, BRANCH OPERATIONS
Company Address:	401 NW 56TH ST. LINCOLN 68528
Company Phone & Fax:	PH: 402-473-1080 ; F: 402-476-4208
E-Mail Address:	MICHAELDEIBERT@NMC.CO.LA.NE.GOV
Date:	JULY 21, 2017
Contact Person for Orders or Service	GARY THOMSEN ; TERRY READ
Contact Phone Number:	402-473-1051 ; 402-473-1095

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
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NMC, Inc.**

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
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NMC, Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Sentry Insurance Company		NAMED INSURED NEBRASKA MACHINERY CO	
POLICY NUMBER 25-42098-14		EFFECTIVE DATE: 05/01/2017	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Description of Operations / Locations / Vehicles

CITY OF LINCOLN, & LANCASTER COUNTY & LINCOLN-LANCASTER COUNTY
PUBLIC BUILDING COMMISSIONS LISTED AS ADD'L INSURED; COMPLETED OPS
AGGREGATE OF \$1,500,000 APPLIES TO THE GARAGE LIABILITY; INCLUDES:
930 WEST O ST, LINCOLN, NE; 401 NW 56TH ST, LINCOLN, NE; 840 WEST O ST,
LINCOLN, NE; 610 WEST O ST, LINCOLN, NE; 1020 S CODDINGTON AVE, LINCOLN, NE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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
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 party 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.



GENERAL LIABILITY DECLARATIONS

POLICY NUMBER 25-42098-14

NAME INSURED: NEBRASKA MACHINERY CO

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 PUBLIC BUILDING COMMISSION 555 SO 10TH STREET LINCOLN, NE 68508 (CERTIFICATE NUMBER 0028)	CG 20 10 04 13	FROM MAY 01, 2017 TO MAY 01, 2018

LOCATION(S) OF COVERED OPERATIONS

ALL LOCATIONS

FOR ENDORSEMENT TEXT,
SEE OVER.

CG 89 01 11 85 (MECH)

NEB 25-42098-14 40 171
 04-10-2017
 (000 0028)

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2017

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 UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: Megan Robison	
	PHONE (A/C No., Ext): (402) 434-7200	FAX (A/C No): (402) 434-7272
E-MAIL ADDRESS: mrobison@unicogroup.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Accident Fund Ins Co of America		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2017/2018 Work Comp **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	WCS7000223	4/25/2017	5/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The Workers Compensation policy includes a waiver of subrogation endorsement as required by written contract with the named insured prior to a loss.

CERTIFICATE HOLDER

City of Lincoln
 Lancaster County Public Building
 Commission
 555 S 10th Street
 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

Tom Cockle/MRO

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