

**AMENDMENT TO CONTRACT**  
**Annual Requirements**  
**Construction and Landfill Equipment Repair**  
**Bid No. 14-160**  
**City of Lincoln and Lancaster County**  
**Renewal**  
**Titan Machinery Inc.**

This Amendment is hereby entered into by and between Titan Machinery Inc., 6310 N. 56<sup>th</sup> Street, Lincoln, NE 68504 (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-14-0400, dated August 12, 2014 for Annual Requirements for 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-15-0430 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-16-0434 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-14-0400, 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

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Bid No. 14-160  
City of Lincoln and Lancaster County  
Renewal  
Titan Machinery 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](mailto:bcrooks@lincoln.ne.gov)

<b>Company Name:</b>	Titan Machinery
<b>By: (Please Sign)</b>	
<b>By: (Please Print)</b>	Andy Bethel
<b>Title:</b>	Sr. Manager CE Government Sales
<b>Company Address:</b>	644 East Beaton Drive West Fargo, ND 58078
<b>Company Phone &amp; Fax:</b>	701-356-0130
<b>E-Mail Address:</b>	<a href="mailto:andy.bethel@titanmachinery.com">andy.bethel@titanmachinery.com</a>
<b>Date:</b>	7/31/17
<b>Contact Person for Orders or Service</b>	Ryan Pluta
<b>Contact Phone Number:</b>	308-385-8188

**City of Lincoln Signature Page**

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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**

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Renewal  
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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 \_\_\_\_\_



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED BY CONTRACT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE PART**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:  
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
- In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
  2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
  3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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CA-F-127 (03-03)

Policy Number: 9135565

Transaction Effective Date: 08-01-2017

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



2. "Bodily injury" or "property damage" occurring after:
  - a. 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
  - b. 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:**

The most we will pay on behalf of the additional insured is the amount of insurance:

  1. Required by the contract or agreement you have entered into with the additional insured; 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.