

AMENDMENT TO CONTRACT
Annual Requirements
Construction and Landfill Equipment Repair
Bid No. 14-160
City of Lincoln and Lancaster County
Renewal
Truck Center Companies

C-17-0653

This Amendment is hereby entered into by and between Truck Center Companies, 5701 Arbor Road, P.O. Box 29468, Lincoln, NE 68529 (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-14-0399, 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-15-0431 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-16-0435 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-14-0399, 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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Truck Center Companies

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:	Truck Center Companies - Lincoln
By: (Please Sign)	Dwight Munderloh
By: (Please Print)	Dwight Munderloh
Title:	Vice President - Service
Company Address:	5702 Arbor Road Lincoln, NE 68529
Company Phone & Fax:	402-464-2444 402-464-9166
E-Mail Address:	dmunderloh@truckcentercompanies.com
Date:	7/31/17
Contact Person for Orders or Service	Mike Kucera
Contact Phone Number:	402-464-2444

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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City of Lincoln and Lancaster County
Renewal
Truck Center Companies**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



ADDITIONAL REMARKS SCHEDULE

AGENCY SilverStone Group		NAMED INSURED Omaha Truck Center Inc. dba Truck Center Companies 10550 I Street Omaha NE 68127	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

OTC Financial Services
Omaha Truck Center Inc dba Truck Center Companies Isuzu

Garagekeepers Limit Per Location:
 \$ 650,000 Loc #1 - 10710 I Street, Omaha, NE 68127
 \$ 650,000 Loc #2 - 4522 S 108th Street, Omaha, NE 68137
 \$ 1,000,000 Loc #3 - 5701 Arbor Road, Lincoln, NE 68517
 \$ 600,000 Loc #4 - 2801 S 13th Street, Norfolk, NE 68701
 \$ 1,000,000 Loc #5 - 10550 I Street, Omaha, NE 68127
 \$ 100,000 Loc #8 - 4225 S 80th Street, Omaha, NE 68127
 \$ 1,000,000 Loc #9 - 2955 South West Street, Wichita, KS 67217
 \$ 500,000 Loc #10 - 2552 N 9th Street, Salina, KS 67401
 \$ 600,000 Loc #11 - 1208 N 31st Avenue, Council Bluffs, IA
 \$ 350,000 Loc #14 - 4814 S Lincoln Avenue, York, NE 68467
 \$ 350,000 Loc #15 - 2357 E 29th Avenue, Columbus, NE

Misc Liability Coverage Deductibles:
 \$ 5,000 - Comp Ded - Per Auto
 \$ 25,000 - Comp Ded - Aggregate
 \$ 1,000 - Coll Ded - Per Auto

Additional Insured in favor of City of Lincoln, Nebraska and Lancaster County with respects to General Liability, Auto Liability, and Garagekeeper Liability as required by written contract.

Legal Liability Garagekeeper Coverage is included with a \$5000 deductible for Comp and a \$1000 deductible for Collision.

POLICY NUMBER: AD4G071867
Omaha Truck Company Inc

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: - -

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 Person or Organization:

City of Lincoln/
Lancaster County
555 S 10th St
Lincoln, NE 68508

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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.