C-17-0653

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

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.

- "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 Truck Center Companies

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

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 - Lincola
By: (Please Sign)	Truck Center Companies- Lincola Duglto Munileloh
By: (Please Print)	Dwight Munderloh
Title:	Une President - Service
Company Address:	5701 Arbor Road Lincoln, NE 68529
Company Phone & Fax:	402-464-2444 402-464-9166
E-Mail Address:	dmunderich@fruckcenter companies.com
Date:	7/31/17
Contact Person for Orders or Service	Mike Kucera
Contact Phone Number:	402 - 464 - 2444

City of Lincoln Signature Page

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Executive Order No._____

dated _____

Tracking No. 17070082

C-17-0653

Lancaster County Signature Page

AMENDMENT TO CONTRACT Annual Requirements Construction and Landfill Equipment Repair Bid No. 14-160 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 _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/3/2017

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).											
	DUCER	emen	4 <u>9</u>].	CONTAC	т						
	erStone Group			NAME: PHONE (AUC, No, Ext): 402-964-5787 (AUC, No): 402-557-6323							
	16 Miracle Hills Drive			(A/C, No, Ext): 402-304-3767 E-MAIL ADDRESs: rwagner@ssgi.com							
	e 100 aha NE 68154										
0				INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Charter Oak Fire Ins. Co. 25615							
11101		0000									
INSURED 16688				INSURER B Travelers Property & Cas Of Am 36161							
	Omaha Truck Center Inc. dba Truck Center Companies				INSURER C : Travelers Indemnity Co. 10826						
105	50 I Street			INSUREF							
Om	aha NE 68127			INSUREF							
~~											
	VERAGES CER	DE IN	ATE NUMBER: 2028076159	J			REVISION NUMB	ER:			
li N C	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 SI			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	3		
A	COMMERCIAL GENERAL LIABILITY	Y	AD4G071867		12/1/2016	12/1/2017	EACH OCCURRENCE		\$1,000,	000	
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurre	ince)	\$300,00	0	
	X Garage						MED EXP (Any one per		\$5,000		
							PERSONAL & ADV INJ	URY	\$1,000,	000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGAT				
	POLICY PRO- JECT LOC						PRODUCTS - COMP/O	PAGG	\$3,000,	000	
	OTHER:								\$		
A	AUTOMOBILE LIABILITY	Y	AD4G071867		12/1/2016	12/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000		000		
	X ANY AUTO					BODILY INJURY (Per person) \$					
	ALLOWNED AUTOS SCHEDULED AUTOS NON-OWNED						BODILY INJURY (Per accident) \$				
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)		\$		
	X \$1k Comp Ded X \$1k Coll Ded								\$		
B	X UMBRELLA LIAB X OCCUR		CUP4170L261		12/1/2016	12/1/2017	EACH OCCURRENCE \$25,000,000),000		
	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$25,000,),000		
	DED RETENTION \$								\$		
C	C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB4G127960	12/1/2016	12/1/2017		OTH- ER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT		\$1,000,000		
	(Mandatory in NH)						E.L. DISEASE - EA EMI	PLOYEE			
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY	Y LIMIT	\$1,000,	000	
A	Garage Liability (NE/IA)	Y	AD4G071867		12/1/2016	12/1/2017	Garage Liab - Occ		1,000,00		
Ð	B Garage Liability (KS) Y AD4G836868				12/1/2016	12/1/2017	Garage Liab - Agg Deductibles		3,000,00 'See Att		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	ORD 101, Additional Remarks Schedu	ile, may be	attached if mo	re space is requir	red)				
Na	med Insureds:			•							
Or	naha Truck Center, Inc.	_									
Or	naha Truck Center, Inc. dba Truck (Center	Companies	Conto	• Composi						
M\	Select Trucks of Omaha, LLC and Omaha Truck Center, Inc. dba Truck Center Companies Mytty Properties, LLC										
Gr	Great Plains Truck Leasing, LLC dba Truck Center Companies Leasing & Rental										
See Attached											
CEI	CERTIFICATE HOLDER CANCELLATION										
City of Lincoln Purchasing Division Lancaster County				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
										555 S 10th Street Lincoln NE 68508	
				AUTHOR	IZED REPRESE						
				the states on							
Our 1											

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 16688

LOC #: _____

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY SilverStone Group		NAMED INSURED Omaha Truck Center Inc.						
POLICY NUMBER		 dba Truck Center Companies 10550 I Street Omaha NE 68127 						
CARRIER	NAIC CODE	EFFECTIVE DATE:						
ADDITIONAL REMARKS	<u></u>							
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	ORD FORM							
FORM NUMBER: 25 FORM TITLE: CERTIFICATE		Y INSURANCE						
OTC Financial Services Omaha Truck Center Inc dba Truck Center Companies Is	uzu							
Garagekeepers Limit Per Location: \$ 650,000 Loc #1 - 10710 Street, Omaha, NE 68127 \$ 650,000 Loc #2 - 4522 S 108th Street, Omaha, NE 68127 \$ 600,000 Loc #3 - 5701 Arbor Road, Lincoln, NE 68512 \$ 600,000 Loc #4 - 2801 S 13th Street, Norfolk, NE 68701 \$ 1,000,000 Loc #5 - 10550 Street, Omaha, NE 68127 \$ 100,000 Loc #8 - 4225 S 80th Street, Omaha, NE 68127 \$ 100,000 Loc #9 - 2955 South West Street, Wichita, KS \$ 500,000 Loc #10 - 2552 N 9th Street, Salina, KS 67401 \$ 600,000 Loc #11 - 1208 N 31st Avenue, Council Bluffs, \$ 350,000 Loc #14 - 4814 S Lincoln Avenue, York, NE 68 \$ 350,000 Loc #15 - 2357 E 29th Avenue, Columbus, NE	7 1 7 S 67217 IA 1467							
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 an Garagekeeper Liability as required by written contract.	d Lancaster	County with respects to General Liability, Auto Liability, and						
Legal Liability Garagekeeper Coverage is included with a \$5000 deductible for Comp and a \$1000 deductible for Collision.								

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.