AMENDMENT TO CONTRACT Annual Supply Vehicle/Equipment Maintenance Parts & Equipment Bid No. 14-250 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal A Street Auto Parts

This Amendment is hereby entered into by and between A Street Auto Parts, 4003 "A" Street, Lincoln, NE 68510 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated January 9, 2015 executed under City Executive Order No. 87873, and County Contract C-15-0051 dated January 20, 2015, and executed by the City of Lincoln-Lancaster County Public Building Commission, on February 10, 2015, for Annual Supply - Vehicle/Equipment Maintenance Parts & Equipment, RFP No. 14-250, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is February 10, 2015 through February 9, 2016, 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. 89083, executed by the City on February 19, 2016, and by County Contract C-16-0073 executed by the County Board on February 9, 2016, and executed by the City of Lincoln-Lancaster County Public Building Commission on January 19, 2016, to renew the contract for an additional one (1) year term from February 10, 2016 through February 9, 2017; and

WHEREAS, the Contract was amended by City Executive Order No. 90334, executed by the City on February 9, 2017, and by County Contract C-17-0146 executed by the County Board on February 21, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission on February 14, 2017, to renew the contract for an additional one (1) year term from February 10, 2017 through February 9, 2018; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning February 10, 2018 through February 9, 2019; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$7,300.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$1,000.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$1,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 87873 and County Contract C-15-0051, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning February 10, 2018 through February 9, 2019.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$7,300.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$1,000.00 without approval by the Lancaster County Board.
- 4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$1,000.00 without approval by the Public Building Commission.
- 5) 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 City of Lincoln-Lancaster County Public Building Commission Signature Page

Tracking No. 18010046

Vendor Signature Page

AMENDMENT TO CONTRACT Annual Supply Vehicle/Equipment Maintenance Parts & Equipment Bid No. 14-250 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal A Street Auto Parts

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

Mail to: City/County Purchasing Attn: Chris Lollar 440 So. 8th St., Ste. 200 Lincoln, NE 68508 Or email to: clollar@lincoln.ne.gov

Company Name:	A STREET AUTO PARTS
By: (Please Sign)	Wichcal
By: (Please Print)	MICHAEL LOLC
Title:	SALES & CUSTOMER RELATIONS
Company Address:	4003 A STREET SUITE!
Company Phone & Fax:	402-489-9378 402-489-9661
E-Mail Address:	ASTREET AND PARTY @ GMAIL. COM
Date:	1/22/2018
Contact Person for Orders or Service	TIM SADDLER OR MIKE LOLE
Contact Phone Number:	402-489-9378 402-560-3512

City of Lincoln Signature Page

AMENDMENT TO CONTRACT Annual Supply Vehicle/Equipment Maintenance Parts & Equipment Bid No. 14-250 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal A Street Auto Parts

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Executive Order No._____

dated _____

Lancaster County Signature Page

AMENDMENT TO CONTRACT Annual Supply Vehicle/Equipment Maintenance Parts & Equipment Bid No. 14-250 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal A Street Auto Parts

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

City of Lincoln-Lancaster County Public Building Commission Signature Page

AMENDMENT TO CONTRACT Annual Supply Vehicle/Equipment Maintenance Parts & Equipment Bid No. 14-250 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal A Street Auto Parts

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

	۵С							1	DATE (M	M/DD/YYYY)
TI C B	ACORD CERTIFICATE OF LIABILITY INSURANCE									
IN If	IPOF SUB	RTANT: If the certificate holder is ROGATION IS WAIVED, subject t ertificate does not confer any righ	an A o the	DDIT e tern	IONAL INSURED, the pol ns and conditions of the p	policy, certain pol	icies may requ			
PRO	DUCE	R				CONTACT Zach J	()			
-		O Insurance				PHONE (A/C, No, Ext): 402-4	84-4881	FAX (A/C, No	_{):} 402-4	83-7977
		DX 6847				E-MAIL ADDRESS: Zjense	n@insproins	s.com		[
		n, NE 68506 3-4500			-		()	FORDING COVERAGE		NAIC #
INSU						INSURER A : Continent	I Western			10804
11130	KED	"A" Street Auto Parts, Inc.			-	INSURER B :				
		4003 "A" Street				INSURER C :				
		Lincoln, NE 68510				INSURER E :				
						INSURER F :				
CO	/ER/	AGES CER	TIFIC	ATE	NUMBER:			REVISION NUMBER:		
IN CI	DICA ERTIF	S TO CERTIFY THAT THE POLICIES TED. NOTWITHSTANDING ANY REG FICATE MAY BE ISSUED OR MAY P ISIONS AND CONDITIONS OF SUCH	QUIRE	EMEN JN, 1	T, TERM OR CONDITION OF THE INSURANCE AFFORDED	F ANY CONTRACT D BY THE POLICIE (E BEEN REDUCED	OR OTHER DO 5 DESCRIBED BY PAID CLAI	CUMENT WITH RESPECT HEREIN IS SUBJECT TO	то wh	ICH THIS
INSR LTR		TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYY)	POLICY EXP) (MM/DD/YYYY)	LIM	TS	
Α	Χ	COMMERCIAL GENERAL LIABILITY			ADV3140474			EACH OCCURRENCE	\$1,00	0,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,	
								MED EXP (Any one person)	\$5,00	
	0.51							PERSONAL & ADV INJURY	\$1,00	,
	GEN	J'L AGGREGATE LIMIT APPLIES PER: PRO- POLICY JECT LOC OTHER:						GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$2,00 \$2,00 \$,
Α	AUT	OMOBILE LIABILITY			CPA3140475	09/01/201	7 09/01/2018	COMBINED SINGLE LIMIT (Ea accident)	_{\$} 1,00	0,000
	Χ	ANY AUTO						BODILY INJURY (Per person)	\$	
		OWNED AUTOS ONLY HIRED V NON-OWNED						BODILY INJURY (Per accident		
	Χ	AUTOS ONLY X NON-OWNED AUTOS ONLY						(Per accident)	\$	
									\$	
		EXCESS LIAB OCCUR CLAIMS-MADE						EACH OCCURRENCE	\$	
		DED RETENTION \$						AGGREGATE	\$	
Α		RKERS COMPENSATION			WCA3140476	09/01/201	7 09/01/2018	X PER OTH	-	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 500 ,	000
	(Man	ndatory in NH)	N/A					E.L. DISEASE - EA EMPLOYE	е \$ 500,	000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500 ,	000
DES	RIPT	ION OF OPERATIONS / LOCATIONS / VEHIC	LES	ACORI	0 101. Additional Remarks Schedu	lle. may be attached if i	nore space is requ	lired)		
			- (.,			,		
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		Lincoln, Nebraska, Lancaster	Cοι	inty	and Lincoln/Lancaster	County Public	Building Co	mmission are		
list	ed a	is additional insured								
CEF	CERTIFICATE HOLDER									
City of Lincoln Lancaster County County Public Building Commission				THE EXPIRATION	ON DATE THE	ESCRIBED POLICIES BE C REOF, NOTICE WILL LICY PROVISIONS.				

AUTUODIZED	REPRESENTATIVE
AUTHORIZED	REFRESENTATIVE

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555 S 10th St Lincoln, NE 68508 This page has been left blank intentionally.

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			
City of Lincoln and/or Lancaster County and/or City of Lincoln Lancaster County Public Building Commission				
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 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(s) at the location(s) designated above.

However:

- 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.

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.