Tracking No. 18010046

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 Utility Parts Service, dba NAPA Nebraska

This Amendment is hereby entered into by and between Utility Parts Service, dba NAPA Nebraska, 11205 Wright Circle, Suite 140, Omaha, NE 68144 (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-15-0054 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-16-0076 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-17-0149 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 \$91,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$28,000.00 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-15-0054, 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 February 10, 2018 through February 9, 2019.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$91,000.00 without approval by the City of Lincoln.
- The expenditures for Lancaster County for the term of this renewal shall not exceed \$28,000.00 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

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
Utility Parts Service, dba NAPA Nebraska

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:	Utility PARTS SERVICES 11C
By: (Please Sign)	Mitt om
By: (Please Print)	MATT ERWIN
Tit <mark>le:</mark>	Store MANAGER
Company Address:	2137 Comhuster Hwy LINCOLN NE 68521
Company Phone & Fax:	(402) 466-8515 (402) 261-9577
E-Mail Address:	nevasina napa nebraska. com
Date:	1-15-18
Contact Person for Orders or Service	MATT ERWIN ON Steve MAHONEY
Contact Phone Number:	402-369-2765 402-306-5991

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
Utility Parts Service, dba NAPA Nebraska

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
Utility Parts Service, dba NAPA Nebraska

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
Utility Parts Service, dba NAPA Nebraska

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:	
Public Building Commission Attorney	Chairperson, Public Building Commission
	dated

Client#: 94643 UTILI5

 $ACORD_{\scriptscriptstyle{\mathbb{M}}}$

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/24/2018

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER	CONTACT Marcia Fidler Mane:				
INSPRO Insurance, Inc.	ee, Inc. PHONE (A/C, No, Ext): 402 333-5700 FAX (A/C, No): 402 33				
12702 Westport Parkway, Suite #200	E-MAIL ADDRESS: mfidler@insproins.com				
LaVista, NE 68138	INSURER(S) AFFORDING COVERAGE NAIC #				
402 333-5700	INSURER A: Le Mars Mutual Insurance Company	14389			
INSURED	INSURER B:				
Utility Parts Services, LLC	INSURER C:				
11225 Davenport St, Ste 108	INSURER D:				
Omaha, NE 68154	INSURER E:				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR			POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X	COMMERCIAL GENERAL LIABILITY	IIIOIX	****	BOR0862633	T .		EACH OCCURRENCE	\$2,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
								MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	\$2,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
		POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
		OTHER:							\$
Α	AUT	OMOBILE LIABILITY			CLR0862633	11/30/2017	11/30/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α	X	UMBRELLA LIAB X OCCUR			CXR0862633	11/30/2017	11/30/2018	EACH OCCURRENCE	\$2,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$2,000,000
		DED X RETENTION \$0							\$
Α		RKERS COMPENSATION EMPLOYERS' LIABILITY Y / N			WC0862633	11/30/2017	11/30/2018	X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE Y	N/A					E.L. EACH ACCIDENT	\$500,000
	(Mar	ndatory in NH) s, describe under						E.L. DISEASE - EA EMPLOYEE	\$500,000
		CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission are listed as an additional insured on the General Liability as required by written contract.

CERTIFICATE HOLDER	CANCELLATION

City of Lincoln Lancaster County, & Lincoln-Lancaster Public Building Commission 555 So. 10th Street Lincoln, NE 68508 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

Jeffrey S. Gorgenson

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Schedule of Additional Interests

Туре	Name and Address	Endorsement
Additional Insured Lessors Of Premises Premises 3	Windmill Properties 550 Cottonwood St Bennett NC 68317	BPD 04 02 09/12
Additional Insured State Or Political Subdivisions - Permits Relating to Premises	City Of Lincoln, Lancaster County Building Commission 555 S 10th St Lincoln NE 68508	BPD 04 07 09/12

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE*

State or Political Subdivision:

- * Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.
- The following provisions apply with respect to the insurance provided by the Businessowners Liability Coverage Form.
 - **A.** With respect to the insurance provided by this endorsement, the following is added to Paragraph **C.** Who Is An Insured:
 - 4. Any state or political subdivision shown in the Schedule above is an additional insured, but only with respect to liability for "bodily injury" or "property damage", subject to the following provisions:
 - a. This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decoration and similar exposures;
 - (2) The construction, erection, or removal of elevators; or
 - (3) The ownership, maintenance, or use of any elevators covered by this insurance.

- **b.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- c. The insurance afforded to such additional insured will not be broader than:
 - The coverage you have agreed to provide in the written contract or agreement; or
 - (2) The coverage provided by this endorsement.
- B. With respect to the Insurance provided by this endorsement, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:
 - 5. The most we will pay under the insurance provided by this endorsement is:
 - a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or
 - **b.** The applicable Limit of Insurance shown in the Declarations,

whichever is less.

II. The Businessowners Common Policy Conditions form is amended as follows.

With respect to the Insurance provided by this endorsement, Paragraph **H. Other Insurance** is replaced by the following:

H. Other Insurance

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

- (1) Primary and non-contributory basis; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Business Liability Coverage to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Other Insurance provision and was not bought specifically to apply in excess of the Liability and Medical Expenses limit shown in the Declarations.