

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.
- 3) 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

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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 LLC
By: (Please Sign)	
By: (Please Print)	MATT ERWIN
Title:	STORE MANAGER
Company Address:	2137 Cornhusker Hwy, LINCOLN, NE 68521
Company Phone & Fax:	(402) 466-8515 (402) 261-9577
E-Mail Address:	merrin@napanebbraska.com
Date:	1-15-18
Contact Person for Orders or Service	MATT ERWIN or Steve MAHONEY
Contact Phone Number:	402-369-2765 402-306-5991

City of Lincoln Signature Page

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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

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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 _____

**City of Lincoln-Lancaster County Public Building Commission
Signature Page**

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EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

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Schedule of Additional Interests

Type	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.

- I. 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:
 - (1) 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.