

AMENDMENT TO CONTRACT
Annual Requirements
Parts Washer Services/Recycling Solvent
Bid No. 15-043
City of Lincoln and Lancaster County
Renewal
Safety-Kleen Systems Inc.

This Amendment is hereby entered into by and between Safety-Kleen Systems Inc., 2600 N. Central Expressway, Suite 400, Richardson, TX 75080 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated April 10, 2015 executed under City Directorial Order No. 12882, and County Contract C-15-0186, dated April 14, 2015 for Annual Requirements - Parts Washer Services/Recycling Solvent, Bid No.15-043, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is April 14, 2015 through April 13, 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 Directorial Order No. 14671, executed by the City on March 10, 2016, and by County Contract C-16-0112 executed by the County Board on March 15, 2016, to renew the contract for an additional one (1) year term from April 14, 2016 through April 13, 2017; and

WHEREAS, the Contract was amended by City Directorial Order No. 16811, executed by the City on April 3, 2017, and by County Contract C-17-0231 executed by the County Board on March 28, 2017, to renew the contract for an additional one (1) year term from April 14, 2017 through April 13, 2018; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning April 14, 2018 through April 13, 2019; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$12,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$1,500.00 without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City D.O. 12882 and County Contract C-15-0186, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties wish to renew the Contract for an additional one (1) year term beginning April 14, 2018 through April 13, 2019.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$12,000.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$1,500.00 without approval by the Lancaster County Board.
- 4) 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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City of Lincoln and Lancaster County
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Safety-Kleen Systems Inc.**

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:	Safety-Kleen Systems, Inc.
By: (Please Sign)	<i>Richard Westwood</i>
By: (Please Print)	Rich Westwood
Title:	Account Manager
Company Address:	13915 A Plaza Omaha, NE 68144
Company Phone & Fax:	402-384-4916
E-Mail Address:	Richard.westwood@safety-kleen.com
Date:	3-16-18
Contact Person for Orders or Service	Traci Harder traci.harder@safety-kleen.com
Contact Phone Number:	402-384-4916

City of Lincoln Signature Page

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EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Finance Director

Approved by Directorial 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 _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Massachusetts, Inc.		NAMED INSURED SAFETY-KLEEN SYSTEMS, INC. 42 Longwater Drive Norwell, MA 02061	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Lincoln and Lancaster County are named as Additional Insureds for General Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 003 EFF DATE: 11/01/2017 EXP DATE: 11/01/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 003 EFF DATE: 11/01/2017 EXP DATE: 11/01/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

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
Any Owner, Lessee, or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
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:

1. 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.

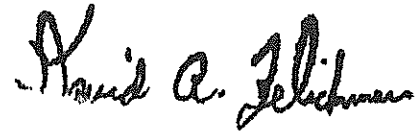
C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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.

A handwritten signature in black ink, reading "David A. Felchner". The signature is written in a cursive style with a large, stylized 'D' and 'F'.