C-18-0153

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.
- 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

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.

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)	Richard Westwood	
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

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.

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

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.

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) 03/22/2018

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 rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer rights to the certificate holder in hea or st	ion endersement(s).				
PRODUCER	CONTACT NAME:				
Willis of Massachusetts, Inc.	PHONE (A/C, No, Ext): 1-877-945-7378 F-MAIL (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com				
c, o 20 concur, prva					
P.O. Box 305191	ADDRESS: CCI CIII CCCCCCCCCCCCCCCCCCCCCCCCCCC				
Nashville, TN 372305191 USA	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: ACE American Insurance Company	22667			
INSURED	INSURER B: ACE Property & Casualty Insurance Company	20699			
SAFETY-KLEEN SYSTEMS, INC.	INSURER C: Indemnity Insurance Company of North Ameri	43575			
42 Longwater Drive	INSURER C:	10070			
Norwell, MA 02061	INSURER D:				
	INSURER E:				
	INSURER F:	·			

COVERAGES CERTIFICATE NUMBER: W5556352 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	SUBR		POLICY EFF	POLICY EXP	LIMIT	•
LTR		INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIII	-
	★ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
A	X xcu	_					MED EXP (Any one person)	\$ 5,000
	X Contractual	_		HDOG27872189	11/01/2017	11/01/2018	PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	× ANY AUTO						BODILY INJURY (Per person)	\$
A	X OWNED SCHEDULED AUTOS	Y		ISAH2509718A	11/01/2017	11/01/2018	BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY MCS-90 NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	× MCS-90							\$
В	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB CLAIMS-MAI	DΕ		G4682586A 001	11/01/2017	11/01/2018	AGGREGATE	\$ 10,000,000
	DED X RETENTION \$ 0							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	-		WLRC64620940 (AOS)	11/01/2017	11 /01 /2010	E.L. EACH ACCIDENT	\$ 2,000,000
	(Mandatory in NH)] ","		WLRC64620940 (AOS)	11/01/201/	11/01/2018	E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
A	Workers Compensation			WLRC64620939 (AZ, CA, MA)	11/01/2017	11/01/2018	E.L. EACH ACCIDENT	\$2,000,000
	& Employers Liability						E.L. DISEASE - EA EMP	\$2,000,000
	Per Statute						E.L. DISEASE-POL LMT	\$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SCOPE of Work: All Operations of the Insured.

SEE ATTACHED

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Lincoln / Lancaster County	AUTHORIZED REPRESENTATIVE
Attention: Brianne Crooks	
555 S 10th St	Jula MPowers-
Lincoln, NE 68508	

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GENCY CUSTOMER ID:	
LOC #:	



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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

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

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

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT:

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.

- 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
 - 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
- 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:

- 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.

Harid a Felichmen