

AMENDMENT TO CONTRACT
Skid Steer Loader Rentals
Bid No. 16-271
Lancaster County
Renewal
Murphy Tractor & Equipment

C-18-0256

This Amendment is hereby entered into by and between Murphy Tractor & Equipment Co., Inc., 6100 Arbor Road, Lincoln, NE 68517 (hereinafter "Owner") and Lancaster County (hereinafter "County"), for the purpose of amending the Contract dated January 31, 2017, executed under County Contract No. C-17-0033, for Skid Steer Loader Rentals, Bid No. 16-271, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is February 1, 2017 through January 31, 2018, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by County Contract No. C-17-0327 on May 16, 2017, to add equipment for Lancaster County Corrections; and

WHEREAS, the Contract was amended by County Contract No. C-17-0524 on July 25, 2017, to revise the contract period from May 16, 2017 through January 31, 2018 to May 22, 2017 through May 21, 2018; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning May 22, 2018 through May 21, 2019; and

WHEREAS, the parties wish to amend the Contract to reflect a price increase of \$1,000.00 annually for the County Corrections and the increase of \$5.00 per hour for any additional hours beyond 250 for the Engineer Equipment, per Attachment A; and

WHEREAS, the expenditures for Lancaster County Correction Department for the term of this renewal shall not exceed \$5,500.00 without approval by the Lancaster County Board of Commissioners. As additional consideration the County agrees to pay \$40.00 per hour for every hour in excess of 250 hours on the our meter of this Vehicle upon the return of the Vehicle at the end of the rental term;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the County Contract No. C-17-0033 and stated herein the parties agree as follows:

- 1) The parties wish to renew the Contract for an additional one (1) year term beginning May 22, 2018 through May 21, 2019.
- 2) The parties wish to amend the Contract to reflect a price increase of \$1,000.00 annually for the County Corrections and the increase of \$5.00 per hour for any additional hours beyond 250 for the Engineer Equipment, per Attachment A.

- 3) The expenditures for Lancaster County Correction Department for the term of this renewal shall not exceed \$5,500.00 without approval by the Lancaster County Board of Commissioners. As additional consideration the County agrees to pay \$40.00 per hour for every hour in excess of 250 hours on the our meter of this Vehicle upon the return of the Vehicle at the end of the rental term.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in full 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

Lancaster County Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT

Skid Steer Loader Rentals

Bid No. 16-271

Lancaster County

Renewal

Murphy Tractor & Equipment

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

E-mail to: Debbie Winkler

dwinkler@lincoln.ne.gov

Company Name:	Murphy Tractor & Equipment Co.
By: (Please Sign)	Greg Kozišek
By: (Please Print)	Greg Kozišek
Title:	Branch Manager
Company Address:	6100 Arbor Road
Company Phone & Fax:	402-467-1300 Fax 402-467-1927
E-Mail Address:	
Date:	May 23, 2018
Contact Person for: Orders or Service	Kirk Bender
Contact Phone Number:	402-853-4869

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Skid Steer Loader Rentals
Bid No. 16-271
Lancaster County
Renewal
Murphy Tractor & Equipment**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



5087 E BROADWAY AVE
DES MOINES, IA 50317-4744
515-263-0055

PO BOX 1760
DODGE CITY, KS 67801-1760
620-227-3139

1303 3RD AVE NW
FORT DODGE, IA 50501-2257
515-576-3184

PO BOX 460
GERING, NE 69341-0460
308-436-2177

3204 S ENGLEMAN RD
GRAND ISLAND, NE 68803-6621
308-381-0741

PO BOX 1206
GREAT BEND, KS 67530-1206
620-792-2748

8600 NE PARVIN RD
KANSAS CITY, MO 64161-9393
816-483-5000

6100 ARBOR RD
LINCOLN, NE 68517-3211
402-467-1300

PO BOX 1013
NORTH PLATTE, NE 69103-1013
308-534-7020

9751 S 148TH ST
OMAHA, NE 68138-3898
402-894-1899

PO BOX 5349
SIOUX CITY, IA 51102-5349
712-252-2753

1401 S STATE HIGHWAY MM
SPRINGFIELD, MO 65802-7726
417-863-1000

1621 NW GAGE BLVD
TOPEKA, KS 66618
785-233-0556

PO BOX 387
ULYSSES, KS 67880-0387
620-356-1071

PO BOX 2520
WATERLOO, IA 50704-2520
319-235-7085

5255 N DEERE RD
PARK CITY, KS 67219-3308
316-942-1457

CORPORATE OFFICE:
5375 N DEERE RD
PARK CITY, KS 67219-3307
316-945-1015

City of Lincoln / Lancaster County

5/22/18

RE: Annual Contract 16-271

Please be aware that Murphy Tractor is willing to renew this contract 16-271 and its amendments from 5/2018 to 5/2019 with the following concessions.

The pricing on the contract would increase by \$1,000 annually per machine for 4 - wheel skid steer and compact track loader with a limit of 250 hours and \$40 / hour for any additional hours beyond 250.

All of the rest of the attachment pricing and other terms and conditions can remain the same.

This price increase is a result of both a manufacturer increase that we received on these machines in January and June of 2017 as well as a significant shift in the market place for these annual contracts that occurred in 2017.

To support this increase we are including bulletins from the manufacturer reflecting the price increases. Also included are a couple annual leases with regional governmental agencies that were awarded to us after being competitively bid. *(Please handle these supporting documents with care, as we would prefer they not be published for public review.)*

Finally, it is Murphy Tractor's intent to replace the machine through the season at the 12-month mark from when the machines were originally delivered to the various departments. These dates vary differently for different departments. By doing so we will ensure that, the 12-month agreement for the previous machine is honored accordingly and start the 12 month agreement for the new machine when the first agreement has expired. Please, contact me with any questions.

Thank you

Kirk Bender
Compact Equipment Sales Manager