

AMENDMENT TO CONTRACT
Online and On-Site Auctioneer Services
Bid No. 14-215
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Big Iron Auction Company

This Amendment is hereby entered into by and between Big Iron Auction Company, 210 Beaver Street, St. Edward, NE 68660 (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 October 2, 2014 executed under City Executive Order No. 87568, and County Contract C-14-0545, dated October 14, 2014, and executed by the City of Lincoln-Lancaster County Public Building Commission, on November 18, 2014, for Online and On-Site Auctioneer Services, Bid No. 14-215, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is November 18, 2014 through November 17, 2015, 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. 14059 on November 5, 2015 and by County Contract C-15-0581 on November 3, 2015, and by Public Building Commission on November 10, 2015 to renew the contract for an additional one (1) year period from November 18, 2015 through November 17, 2016; and

WHEREAS, the Contract was amended by City Directorial Order No. 15938 on October 21, 2016 and by County Contract C-16-0634 on October 25, 2016, and by Public Building Commission on November 8, 2016 to renew the contract for an additional one (1) year period from November 18, 2016 through November 17, 2017; and

WHEREAS, the Contract was amended by City Directorial Order No. 18045 on October 23, 2017 and by County Contract C-17-0823 on October 24, 2017 and by Public Building Commission on October 10, 2017 to renew the contract for an additional one (1) year period from November 18, 2017 through November 17, 2018; and

WHEREAS, the parties hereby extend the Contract for an additional forty-nine (49) day term beginning November 18, 2018 through December 31, 2018; and

WHEREAS, there are no expenditures for this contract, only income from sale of Owners items, Big Iron Auction Company will receive a six percent (6%) commission on the items sold by the Owners.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City E.O. 87568 and County Contract C-14-0545, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby extend the Contract for an additional forty-nine (49) day term beginning November 18, 2018 through December 31, 2018.
- 2) There are no expenditures for this contract, only income from sale of Owners items, Big Iron Auction Company will receive a six percent (6%) commission on the items sold by the Owners.
- 3) 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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Extension
Big Iron Auction Company

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

E-Mail to: Debbie Winkler
 dwinkler@lincoln.ne.gov

Company Name:	Big Iron Auction Company
By: (Please Sign)	
By: (Please Print)	Tim Kipper
Title:	Regional Sales Manager
Company Address:	210 Beaver St. / PO BOX 266
Company Phone & Fax:	800-937-3558 - Phone 402-678-2511 - FAX
E-Mail Address:	tim.kipper@bigiron.com
Date:	9/21/2018
Contact Person for Orders or Service	Tim Kipper
Contact Phone Number:	402-802-5028

City of Lincoln Signature Page

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EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

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 _____

**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 _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>City of Lincoln Lancaster County Lincoln-Lancaster County Public Bldg Co 555 S. 10th Street Lincoln, NE 68508</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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 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.

All terms and conditions apply unless modified by this endorsement.