

**AMENDMENT TO CONTRACT**  
**Annual Service**  
**Preventive Maintenance and Inspection**  
**for Aerial Lifts and Trucks**  
**Quote No. 5482**  
**City of Lincoln and Lancaster County**  
**Renewal with Price Increase**  
**Altec Industries**

This Amendment is hereby entered into by and between Altec Industries, 5202 East Hwy 36, St. Joseph, MO 64507 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated December 29, 2016 executed under City Directorial Order No. 16355, and County Contract C-16-0707, dated December 13, 2016 for Annual Service - Preventive Maintenance and Inspection for Aerial Lifts and Trucks, Quote No. 5482, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is December 29, 2016 through December 28, 2017, 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.18270, dated December 13, 2017 and by County Contract C-17-0918 executed by the County Board on December 5, 2017 to renew the contract for an additional one (1) year term from December 29, 2017 through December 28, 2018;

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning December 29, 2018 through December 28, 2019; and

WHEREAS, the parties hereby amend the Contract to reflect a price increase, per Attachment A; and

WHEREAS, the expenditures for the City of Lincoln, Public Works and Utilities Department - Fleet Services for the term of this renewal shall not exceed \$6,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County Engineer for the term of this renewal shall not exceed \$1,700.00 without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 16355 and County Contract C-16-0707, 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 December 29, 2018 through December 28, 2019.
- 2) The parties hereby amend the Contract to reflect a price increase, per Attachment A.
- 3) The expenditures for the City of Lincoln, Public Works and Utilities Department - Fleet Services for the term of this renewal shall not exceed \$6,000.00 without approval by the City of Lincoln.
- 4) The expenditures for Lancaster County Engineer for the term of this renewal shall not exceed \$1,700.00 without approval by the Lancaster County Board.
- 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

**Vendor Signature Page**

**AMENDMENT TO CONTRACT  
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Renewal with Price Increase  
Altec Industries**

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

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

<b>Company Name:</b>	ALTEC
<b>By: (Please Sign)</b>	<i>Dennis Gronniger</i>
<b>By: (Please Print)</b>	Dennis Gronniger
<b>Title:</b>	MOBILE SERVICE SUPERVISOR-NEBRASKA
<b>Company Address:</b>	5202 EAST 36 HWY ST JOSEPH MO 64506
<b>Company Phone &amp; Fax:</b>	877 462 5832
<b>E-Mail Address:</b>	dennis.gronniger@altec.com
<b>Date:</b>	12-05-18
<b>Contact Person for Orders or Service</b>	Dennis Gronniger
<b>Contact Phone Number:</b>	816-236-1253

**City of Lincoln Signature Page**

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**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Public Works and Utilities Director

Approved by Directorial Order No. \_\_\_\_\_

dated \_\_\_\_\_

**Lancaster County Signature Page**

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Altec Industries**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_



5202 East 36 Hwy  
St. Joseph, MO 64507

Telephone (877) 462-5832 X: 3  
Facsimile (816) 236-1319  
www.altec.com

Additions to Lincoln Bidding Contract 5482: Preventive Maintenance and Inspection for Aerial Lifts and Trucks for 2018

Units affected by the PM inspection price increase for 2019 are as follows:

TA40 S/N 1216CC3244 PM INSPECTION fee increase: \$30.00

AA67E S/N 0471FH4389 PM INSPECTION fee increase: \$26.00

ALB50P S/N 1014FM0151 PM INSPECTION fee increase: \$30.00

LR7-60E70 S/N 0915FF4329 PM INSPECTION fee increase \$26.00

AA755L S/N 1006BZ4638 PM INSPECTION fee increase \$23.00

LRV55 S/N 0808CV7859 PM INSPECTION fee increase \$23.00

LIFTALL S/N 572112975ATFB (LANCASTER COUNTY UNIT) PM INSPECTION fee increase \$30.00

TA40 S/N 1006CC1985 PM INSPECTION fee increase: \$30.00

TA40 S/N 0602CC1243 PM INSPECTION fee increase: \$30.00

Altec did not replace the hydraulic filter elements on any of the units inspected in 2018. If requested to replace the filter elements in 2018, an additional fee for the filter will be reflected on the invoice. Filter costs are unavailable at this time.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2018

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).**

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	<b>CONTACT NAME:</b> Bridgette Taul <b>PHONE (A/C, No, Ext):</b> 800-476-2211 <b>E-MAIL ADDRESS:</b> btaul@mcgriff.com	<b>FAX (A/C, No):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B :Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER C :AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER D :Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER E :Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Lexington Insurance Company	19437	INSURER B :Hartford Fire Insurance Company	19682	INSURER C :AIG Specialty Insurance Company	26883	INSURER D :Trumbull Insurance Company	27120	INSURER E :Hartford Casualty Insurance Company	29424	INSURER F :
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**COVERAGES**      **CERTIFICATE NUMBER:**E76ZTGVF      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	013136094	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			21CSES27903	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$			BE28189531	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D E	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	21WNS27900 (AOS) 21XWES27902 (AL,MO,NC)	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Service, Maintenance or Repair. City of Lincoln and Lancaster County are Additional Insured under General Liability on a primary and non contributory basis as required by written contract.


### CERTIFICATE HOLDER

City of Lincoln  
 Lancaster County  
 555 South 10th Street  
 Lincoln, NE 68508

### 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.

AUTHORIZED REPRESENTATIVE



**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
Additional Insured named on the attached Certificate of Insurance.	
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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Additional Insured named on the attached Certificate of Insurance.	
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.