AMENDMENT TO CONTRACT Annual Supply Vehicle/Equipment Maintenance Parts & Equipment RFP No. 14-250 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Extension A Street Auto Parts

This Amendment is hereby entered into by and between A Street Auto Parts, 4003 "A" Street, Lincoln, NE 68510 (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 January 9, 2015 executed under City Executive Order No. 87873, and County Contract C-15-0051 dated January 20, 2015, and executed by the City of Lincoln-Lancaster County Public Building Commission, on February 10, 2015, for Annual Supply - Vehicle/Equipment Maintenance Parts & Equipment, RFP No. 14-250, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is February 10, 2015 through February 9, 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 Executive Order No. 89083, executed by the City on February 19, 2016, and by County Contract C-16-0073 executed by the County Board on February 9, 2016, and executed by the City of Lincoln-Lancaster County Public Building Commission on January 19, 2016, to renew the contract for an additional one (1) year term from February 10, 2016 through February 9, 2017; and

WHEREAS, the Contract was amended by City Executive Order No. 90334, executed by the City on February 9, 2017, and by County Contract C-17-0146 executed by the County Board on February 21, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission on February 14, 2017, to renew the contract for an additional one (1) year term from February 10, 2017 through February 9, 2018; and

WHEREAS, the Contract was amended by City Executive Order No. 91509, executed by the City on February 7, 2018, and by County Contract C-18-0061 executed by the County Board on February 6, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission on February 13, 2018, to renew the contract for an additional one (1) year term from February 10, 2018 through February 9, 2019; and

WHEREAS, the parties hereby extend the Contract for an additional seventy-five (75) day term beginning February 10, 2019 through April 25, 2019; and

WHEREAS, the expenditures for the City of Lincoln for the term of this extension shall not exceed \$1,600.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this extension shall not exceed \$225.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this extension shall not exceed \$225.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 87873 and County Contract C-15-0051, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby extend the Contract for an additional seventy-five (75) day term beginning February 10, 2019 through April 25, 2019.
- 2) The expenditures for the City of Lincoln for the term of this extension shall not exceed \$1,600.00 without approval by the City of Lincoln.
- The expenditures for Lancaster County for the term of this extension shall not exceed \$225.00 without approval by the Lancaster County Board.
- 4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this extension shall not exceed \$225.00 without approval by the Public Building Commission.
- 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
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT Annual Supply Vehicle/Equipment Maintenance Parts & Equipment RFP No. 14-250 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Extension A Street Auto Parts

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:	A STREET AUTO PARTS
By: (Please Sign)	Pand Now
By: (Please Print)	RXXXX SELL
Title:	OWNER
Company Address:	4003 A STREET SUTE / LINCOLN NE 68510
Company Phone & Fax:	402-489-9378 402-489-9661
E-Mail Address:	ASTREET AUTO PARTS OR GMAIL. COM
Date:	JAY 10, 2019
Contact Person for Orders or Service	TIM SAMPLER
Contact Phone Number:	402-489-9378

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Vehicle/Equipment Maintenance Parts & Equipment
RFP No. 14-250
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
A Street Auto Parts

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:	
City Clerk	
	CITY OF LINCOLN, NEBRASKA
	Chris Beutler, Mayor
	Approved by Executive Order No
	dated

Lancaster County Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Vehicle/Equipment Maintenance Parts & Equipment
RFP No. 14-250
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
A Street Auto Parts

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:	The Board of County Commissioners of Lancaster, Nebraska
Deputy Lancaster County Attorney	
	dated

Tracking No. 19010042

City of Lincoln-Lancaster County Public Building Commission Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Vehicle/Equipment Maintenance Parts & Equipment
RFP No. 14-250
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
A Street Auto Parts

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:	
Public Building Commission Attorney	Chairperson, Public Building Commission
	dated

Client#: 26439 ASTRE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/18/2018

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

this certificate does not confer any rights to the certificate holder in fied of sach endorsement(s).					
PRODUCER	CONTACT Zach Jensen				
INSPRO Insurance	PHONE (A/C, No, Ext): 402-484-4881 FAX (A/C, No): 402-4	83-7977			
P.O. Box 6847	E-MAIL ADDRESS: zjensen@insproins.com				
Lincoln, NE 68506	INSURER(S) AFFORDING COVERAGE	NAIC#			
402 483-4500	INSURER A : Continental Western				
INSURED HAN OCCUPANT OF THE PROPERTY OF THE PR	INSURER B:				
"A" Street Auto Parts, Inc.	INSURER C:				
4003 "A" Street	INSURER D:				
Lincoln, NE 68510	INSURER E:				
	INSURER F:				

COVERAGES	CERTIFICATE NUMBER:	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X	COMMERCIAL GENERAL LIABILITY			ADV3140474	09/01/2018	09/01/2019	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
Α	AUT	OMOBILE LIABILITY			CPA3140475	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								·	\$
Α	Χ	UMBRELLA LIAB X OCCUR			CPA3140475	09/01/2018	09/01/2019	EACH OCCURRENCE	\$1,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$1,000,000
		DED X RETENTION \$0							\$
Α		RKERS COMPENSATION DEMPLOYERS' LIABILITY			WCA3140476	09/01/2018	09/01/2019	X PER OTH-	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE T / N	N/A					E.L. EACH ACCIDENT	\$500,000
	(Mar	ndatory in NH)	IN / A					E.L. DISEASE - EA EMPLOYEE	\$500,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$500,000
						09/01/2018	09/01/2019		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Lincoln, Nebraska, Lancaster County and Lincoln/Lancaster County Public Building Commission are
listed as additional insured

CERTIFICATE HOLDER	CANCELLATION
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City of Lincoln Lancaster County County Public Building Commission 555 S 10th St Lincoln, NE 68508 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

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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			
City of Lincoln and/or Lancaster County and/or City of Lincoln Lancaster County Public Building Commission				
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:

- 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:

- 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.