

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.
- 3) 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:

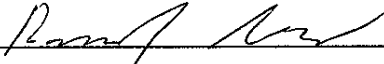
Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

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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) |  |
| By: (Please Print) | RANDY SELL |
| Title: | OWNER |
| Company Address: | 4003 A STREET, SUITE 1, LINCOLN NE 68510 |
| Company Phone & Fax: | 402-489-9378 402-489-9661 |
| E-Mail Address: | A STREET AUTO PARTS @ GMAIL . COM |
| Date: | JUN 10, 2019 |
| Contact Person for Orders or Service | TIM SADDLER |
| Contact Phone Number: | 402-489-9378 |

City of Lincoln Signature Page

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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

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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 – 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:

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.