

AMENDMENT TO CONTRACT
Annual Service
Tires, Tubes, and Tire Repair Services
Bid No. 18-003
City of Lincoln and Lancaster County
Renewal
Cross-Dillon Tire

This Amendment is hereby entered into by and between Cross-Dillon Tire, PO Box 81208, Lincoln, NE 68528 (hereinafter "Contractor") and City of Lincoln and Lancaster County, (hereinafter "Owners"), for the purpose of amending the Contract dated February 26, 2018, executed under City Executive Order No. 91578, and County Contract C-18-0105, dated February 27, 2018 for Annual Service - Tires, Tubes, and Tire Repair Services, Bid No. 18-003, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 3, 2018 through March 2, 2019, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning March 3, 2019 through March 2, 2020; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$342,000.00 for Contracts without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$150,000.00 for Contracts without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 91578, and County Contract No. C-18-0105 and stated herein the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning March 3, 2019 through March 2, 2020.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$342,000.00 for Contracts without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$150,000.00 for Contracts without approval by the Lancaster County Board.
- 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
City of Lincoln Signature Page
Lancaster County Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Service
Tires, Tubes, and Tire Repair Services
Bid No. 18-003
City of Lincoln and Lancaster County
Renewal
Cross-Dillon Tire

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:	Cross Dillon Tire Inc
By: (Please Sign)	
By: (Please Print)	Bud Bowlin
Title:	General Manager
Company Address:	4101 W. O' Street, Lincoln NE 68528
Company Phone & Fax:	402 438-3000 / 402 438-3003
E-Mail Address:	bbowlin@crossdillon.com
Date:	2/18/19
Contact Person for Service or Orders	Bud Bowlin
Contact Phone Number	402 438-3000

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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City of Lincoln and Lancaster County
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Cross-Dillon Tire**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/3/2018

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 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).

PRODUCER UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: Courtney Moderaacki	
	PHONE (A/C No. Ext): (402) 434-7200	FAX (A/C No.): (402) 434-7272
	E-MAIL ADDRESS: cmoderaacki@unico.org	
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: Cincinnati Insurance Co.		10677
INSURER B: Acadia Insurance Company		31325
INSURER C: Accident Fund Insurance Co.		10166
INSURER D: Cincinnati Specialty Und Ins. Co.		19037
INSURER E: Scottsdale Insurance Co.		41297
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 18-19 OL/EA/UMB/AG/Ret/rea 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	TYPE OF INSURANCE	ADDL. ENDORSEMENTS	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		HPD0482154	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex post-litigated) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 2,000,000 General Aggregate other than \$ 2,000,000 COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CPA3127555	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXPRESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$		HPD0482154	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	HCV6128899	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability		CRU0097431	4/1/2018	4/1/2019	Each Occurrence \$3,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)
 Retread Operations
 Scottsdale General Liability: CPB2418220 04/01/2018-04/01/2019 \$1,000,000/\$1,000,000
 Scottsdale Excess: CRU0011727 04/01/2018-04/01/2019 \$5,000,000/\$5,000,000

City of Lincoln and Lancaster County are listed as additional insured with regards to General Liability and Auto Liability where required by written contract. A Waiver of Subrogation applies in favor of the certificate holder on the Workers Compensation.

CITY OF LINCOLN LANCASTER COUNTY 555 So 10th St. 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 Edward Paokard/CM <i>Edward Paokard</i>

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 &/OR LANCASTER COUNTY 555 South 10th Street Lincoln, NE 68508-2803	
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.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: DILLON TIRE INC</p> <p>Endorsement Effective Date: 02/13/2018</p>

SCHEDULE

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY WRITTEN CONTRACT REQUIRING
ENDORSEMENT FROM OUR INSURED

CITY OF LINCOLN, LANCASTER
COUNTY
555 SO. 10TH STREET
LINCOLN NE 68508

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/01/2018 Policy No. WCV 6125599 Endorsement No. 001
Insured DILLON TIRE INC

Insurance Company ACCIDENT FUND INS CO OF AMER Countersigned by _____