Tracking Number: 19080064 C-19-0649

# AMENDMENT TO CONTRACT Annual Repair Services For Construction and Purpose-Built Equipment Bid No. 18-167 City of Lincoln and Lancaster County Renewal Johnson Diesel Repair

This Amendment is hereby entered into by and between Johnson Diesel Repair, 6901 W. Remington Dr., Lincoln, NE 68532 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated October 2, 2018 executed under City Executive Order No. 92348, and County Contract C-18-0549, dated September 18, 2018 for Annual Repair Services for Construction and Purpose-Built Equipment, Bid No. 18-167, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is October 2, 2018 through September 5, 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 September 6, 2019 through September 5, 2020; and

WHEREAS, the expenditures for the City of Lincoln Departments for the term of this renewal shall not exceed \$700,000.00 for contracts without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County Departments 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 E.O. 92348 and County Contract C-18-0549, 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 September 6, 2019 through September 5, 2020.
- 2) The expenditures for the City of Lincoln Departments for the term of this renewal shall not exceed \$700,000.00 for contracts without approval by the City of Lincoln.
- The expenditures for Lancaster County Departments 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 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

Tracking Number: 19080064

## **Vendor Signature Page**

# AMENDMENT TO CONTRACT Annual Repair Services For Construction and Purpose-Built Equipment Bid No. 18-167 City of Lincoln and Lancaster County Renewal Johnson Diesel Repair

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

Mail to: City/County Purchasing Attn: Debbie Winkler 440 So. 8th St., Ste. 200 Lincoln, NE 68508

Or email to: dwinkler@lincoln.ne.gov

Company Name:	Johnson Diesel Repair
By: (Please Sign)	Ei III
By: (Please Print)	Eric Johnson
Title:	Owner
Company Address:	6901 W Remington Dr Lincoln NE 68532
Company Phone & Fax:	402-416-3195
E-Mail Address:	Johnson diesel repair @ gmail. com
Date:	08-11-2019
Contact Person for Orders or Service	Eric Johnson
Contact Phone Number:	402-416-3195

# **City of Lincoln Signature Page**

AMENDMENT TO CONTRACT
Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Renewal
Johnson Diesel Repair

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

ATTEST:	
City Clerk	
Oily Olerk	
	CITY OF LINCOLN, NEBRASKA
	Leirion Gaylor Baird, Mayor
	Approved by Executive Order No
	d-4- d
	dated

# **Lancaster County Signature Page**

AMENDMENT TO CONTRACT
Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Renewal
Johnson Diesel Repair

#### **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) 08/01/2019

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).

this certificate does not	NVED, Subject confer rights to	to the	e teri certii	ms and conditions of th ficate holder in lieu of st	rch end	y, certain po lorsement(s)	nicies may i I.	equite all endorsement.	A SIC	itement on
this certificate does not confer rights to the certificate holder in lieu of su			CONTACT Jacob W. Stroh							
Stroh Financial Group, LLC 4611 S. 96th St. Ste. 154 Omaha, NE 68127			NAME: PHONE (A/C, No, Ext):  (A/C, No, Ext):							
			(A/C, No, EX): [AC, No).  E-MAIL ADDRESS: jacob.stroh@fbfs.com							
·					INSURER(S) AFFORDING COVERAGE					NAIC#
				INSURER A: Farm Bureau Property Casualty Ins. Co.				13773		
Johnson Diesel Repair, Co. 6901 W. Remington Dr. Lincoln, NE 68532			INSURER B:							
			INSURER C:							
			INSURER D :							
			INSURER E :							
			INSURE							
COVERAGES	CFR'	TIFIC	ATE	NUMBER:	MOUNT	<u> </u>		REVISION NUMBER:	<u>-</u>	
THIS IS TO CERTIFY THA INDICATED. NOTWITHST. CERTIFICATE MAY BE IS:	ANDING ANY RE SUED OR MAY F	QUIR PERT	EMEN AIN. T	NT, TERM OR CONDITION THE INSURANCE AFFORDI	OF ANY ED BY	CONTRACT THE POLICIE	OR OTHER I S DESCRIBEI	DOCUMENT WITH RESPEC	CT TO V	VHICH THIS
			SUBR	LIMITS SHOWN MAY HAVE	REEN K	POLICY EFF	POLICY EXP			
INSR TYPE OF INSUF	ANCE	INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	s 1,000,	000
A COMMERCIAL GENER		✓	✓	QCP 0221613		07/23/2019	07/23/2020	EACH OCCURRENCE DAMAGE TO RENTED		
CLAIMS-MADE	OCCUR							PREMISES (Ea occurrence) \$ 100,0		
Prim & Non-Contrib					1			MED EXP (Any one person)	\$ 5,000 \$ 1,000,	000
								PERSONAL & ADV INJURY	\$ 2,000,	
GEN'L AGGREGATE LIMIT A POLICY ✓ PRO- JECT								GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,000,	
	Loc							PRODUCTS - COMPIOE AGG	\$	
OTHER:  A AUTOMOBILE LIABILITY				QCP 0221613		07/23/2019	07/23/2020	COMBINED SINGLE LIMIT	\$ 1,000.	000
ANY AUTO		<b>'</b>		QCP 0221013		0112312018	0112012020	(Ea accident) BODILY INJURY (Per person)	\$	
OWNED	SCHEDULED							BODILY INJURY (Per accident)	\$	
HIRED	SCHEDULED AUTOS NON-OWNED							PROPERTY DAMAGE (Per accident)	\$	
AUTOS ONLY V	AUTOS ONLY							(Per accident)	\$	
UMBRELLA LIAB	OCCUR			N/A This Certificate				EACH OCCURRENCE	\$	
EXCESS LIAB	CLAIMS-MADE			1474 This Collingate				AGGREGATE	\$	
DED RETENTION	A				ļ			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$	
WORKERS COMPENSATION				N/A This Certificate				PER OTH- STATUTE ER		
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER	EXECUTIVE T	İ						E.L. EACH ACCIDENT	\$	
ANYPROPRIETOR/PARTNER, OFFICER/MEMBER EXCLUDE (Mandatory in NH)	D?	N/A						E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe under DESCRIPTION OF OPERATION	ONS balow							E.L. DISEASE - POLICY LIMIT	\$	
DESCRIPTION OF OPERATION	DIAG DEIOM					***************************************				
DESCRIPTION OF OPERATIONS /	OCATIONS / VEHICI	LES (A	CORD	101, Additional Remarks Schedu	ile, may b	e attached if mor	e space is requir	ed)		
City of Lincoln, Nebraska and Lancaster County, Nebraska are shown as an Additional Insured with respects the General Liability per the CA 20 10 04 13 on file. City of Lincoln, Nebraska and Lancaster County, Nebraska are shown as an Additional Insured with respects the Automobile Liability per the CA 20 48 02 99 on file. A Waiver of Subrogation is included for the General Liability per the FBCG3005(06/11) on file. A Waiver of Subrogation is included for the Automobile Liability per the FBCA3001(05/06) on file.										
CERTIFICATE HOLDER					CANC	CELLATION				
City of Lincoln, Nebraska Lancaster County, Nebraska 555 South 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							

Jacob Stroh

POLICY NUMBER:

QCP 0221613 Johnson Diesel Repair, Co.

#### 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, Nebraska and Lancaster County, Nebraska	Various Locations					
•						
Information required to complete this Schedule, if not she	bwn 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
- 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.

QCP 0221613 Johnson Diesel Repair, Co.

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.

POLICY NUMBER: QCP 0221613

Johnson Diesel Repair, Co.

COMMERCIAL AUTO CA 20 48 02 99

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

### DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS 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" 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.

Endorsement Effective: 07/23/2019	Countersigned By:
	Jacob Stroh
Named Insured: Johnson Diesel Repair, Co.	
, , , , , , , , , , , , , , , , , , ,	(Authorized Representative)

#### **SCHEDULE**

Name of Person(s) or Organization(s): City of Lincoln, Nebraska & Lancaster County, Nebraska	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.