

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

This Amendment is hereby entered into by and between Rose Equipment Inc., P.O. Box 29135, Lincoln, NE 68529 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated September 6, 2018 executed under City Executive Order No. 92246, and County Contract C-18-0512, dated August 28, 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 September 6, 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. 92446 and County Contract C-18-0512, 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.
- 3) 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

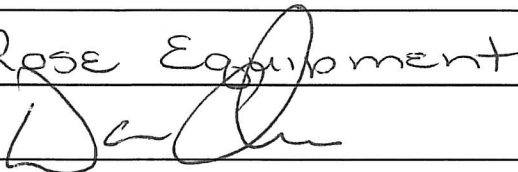
## Vendor Signature Page

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

**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](mailto:dwinkler@lincoln.ne.gov)

<b>Company Name:</b>	Rose Equipment
<b>By: (Please Sign)</b>	
<b>By: (Please Print)</b>	DAVID OLSON
<b>Title:</b>	President
<b>Company Address:</b>	PO Box 29135 Lincoln NE 68529
<b>Company Phone &amp; Fax:</b>	(402) 467-5988
<b>E-Mail Address:</b>	acctg@RoseEquipmentInc.com
<b>Date:</b>	8/12/19
<b>Contact Person for Orders or Service</b>	Mike Winters
<b>Contact Phone Number:</b>	(402) 467-5988

## City of Lincoln Signature Page

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City of Lincoln and Lancaster County  
Renewal  
Rose Equipment Inc.**

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

ATTEST:

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

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Leirion Gaylor Baird, Mayor

Approved by Executive Order No. \_\_\_\_\_

dated \_\_\_\_\_

## Lancaster County Signature Page

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

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

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

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

dated \_\_\_\_\_

Client#: 28855

ROSEE

**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

08/14/2019

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

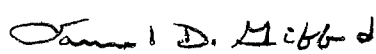
<b>PRODUCER</b> INSPRO Insurance P.O. Box 6847 Lincoln, NE 68506 402 483-4500	<b>CONTACT NAME:</b> Adam Olson		
	<b>PHONE (A/C, No, Ext):</b> 402-483-4500	<b>FAX (A/C, No):</b> 402-483-7977	
<b>E-MAIL ADDRESS:</b> aolson@insproins.com			
<b>INSURED</b> Rose Equipment LLC 8055 Fletcher Ave. PO Box 29135 Lincoln, NE 68529	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Continental Western		10804
	INSURER B :		
	INSURER C :		
	INSURER D :		
	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)	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			IMD3225102	07/01/2019	07/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			IMD3225102	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			IMD3225102	07/01/2019	07/01/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA3225029	07/01/2019	07/01/2020	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Garagekeepers			IMD3225102	07/01/2019	07/01/2020	\$1,000,000

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

<b>CERTIFICATE HOLDER</b> City of Lincoln/Lancaster County 555 S 10th St. Lincoln, NE 68508	<b>CANCELLATION</b> 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 Lancaster County Public Bldg C 555 S 10th St Lincoln, NE 68508	Any location at which work or operations are performed by you or on your behalf
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**

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 the 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: Rose Equipment LLC          Endorsement Effective Date: 09/08/2019</p>
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**SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s)</b>          City of Lincoln and/or Lancaster County and/or Lancaster County Public Bldg C          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>

- A. 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.
- B. The person or organization shown in the Schedule above is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium shall be payable to the first Named Insured shown in the Declarations.
- C. You are authorized to act for the person or organization shown in the Schedule above in all matters pertaining to this insurance.
- D. The person or organization shown in the Schedule above will retain any right of recovery as a claimant under this policy.



## 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

City of Lincoln and/or Lancaster County/Lancaster County Public Building Commission. Lancaster County Public Bldg  
C 555 S 10th , 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  
08/09/2019

Policy No.  
WCA 3225029 20

Endorsement No.

Insured  
Rose Equipment LLC

Premium

Insurance Company:  
Union Insurance Company

Countersigned by \_\_\_\_\_