

AMENDMENT TO CONTRACT
Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Renewal with Price Increase
Truck Center Companies Lincoln

This Amendment is hereby entered into by and between Truck Center Companies Lincoln, 5701 Arbor Rd., Lincoln, NE 68517 (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-18-0497, dated August 21, 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 parties hereby amend the Contract to reflect a price increase of as per Attachment A; 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. 92246 and County Contract C-18-0497, 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 parties hereby amend the Contract to reflect a price increase of as per Attachment A.
- 3) 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.
- 4) 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.
- 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

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 with Price Increase
Truck Center Companies Lincoln**

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:	Truck Center Companies - Lincoln
By: (Please Sign)	<i>Dwight W Munderloh</i>
By: (Please Print)	Dwight W Munderloh
Title:	Vice President Service Operations
Company Address:	5702 Arbor Road Lincoln, NE 68529
Company Phone & Fax:	402-464-2444 402-464-9166
E-Mail Address:	dmunderloh@truckcentercompanies.com
Date:	8-9-19
Contact Person for Orders or Service	Richie Eller - Lincoln location - Service Manager
Contact Phone Number:	402-464-2444

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 with Price Increase
Truck Center Companies Lincoln**

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

**AMENDMENT TO CONTRACT
Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Renewal with Price Increase
Truck Center Companies Lincoln**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



August 9, 2019

City of Lincoln/Lancaster County

Deb Winkler
440 So. 8th St., Ste 200
Lincoln, NE 68508

Deb:

Please be advise as of effective date August 1st. 2019 the labor rate of \$129.00 per hour is Being charge on service work performed at our Truck Center Companies shop (s). this rate Is consistent with all our facilities within the state of Nebraska including Lincoln, Omaha, Norfolk, Columbus and York.

Our Lincoln facility is open 24 hours a day, 7 days a week excluding holidays.
Open hours of operation at our other locations may vary.

Of you have any questions regarding this notice, please give me a call at 402-650-2330.
Again, thank you for the opportunity to be of service to you and your equipment.

Sincerely,
TRUCK CENTER COMPANIES

A handwritten signature in black ink that reads "Dwight Munderloh".

Dwight Munderloh
Vice President of Service





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2019

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).

PRODUCER SilverStone Group 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	CONTACT NAME: Donelle Royce	
	PHONE (A/C, No, Ext): 402-964-5423	FAX (A/C, No): 402-557-6323
	E-MAIL ADDRESS: droyce@ssgl.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers Property Casualty Co. of America		36161
INSURER B : Charter Oak Fire Ins. Co.		25615
INSURER C : Philadelphia Indemnity Ins. Co		18058
INSURER D :		
INSURER E :		
INSURER F :		

INSURED 16688
Omaha Truck Center Inc.
dba Truck Center Companies
14321 Cornhusker Road
Omaha NE 68138

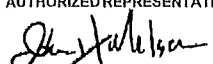
COVERAGES CERTIFICATE NUMBER: 670365162 REVISION NUMBER:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Garage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	AD-4G071867-18	12/1/2018	12/1/2019	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 3,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1k Comp Ded <input checked="" type="checkbox"/> \$1k Coll Ded	Y	AD-4G071867-18	12/1/2018	12/1/2019	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		YSM-CUP-4170L2661-TIL-18	12/1/2018	12/1/2019	EACH OCCURRENCE	\$ 25,000,000
						AGGREGATE	\$ 25,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB-0K906833-18	12/1/2018	12/1/2019	PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Garage Liability (NE/A)	Y	AD-4G071867-18	12/1/2018	12/1/2019	Garage Liab - Occ	1,000,000
A	Garage Liability (KS)	Y	AD-4G836888-18	12/1/2018	12/1/2019	Garage Liab - Agg	3,000,000
C	Contingent Liab/Excess		PHLC151204	12/1/2018	12/1/2019	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Named Insureds:
 Omaha Truck Center, Inc.
 Omaha Truck Center, Inc. dba Truck Center Companies
 Select Trucks of Omaha, LLC and Omaha Truck Center, Inc. dba Truck Center Companies
 Mytly Properties, LLC
 Great Plains Truck Leasing, LLC dba Truck Center Companies Leasing & Rental
 Omaha Truck Center dba OTC Financial Services
 Omaha Truck Center Inc dba Truck Center Companies Isuzu
 See Attached...

CERTIFICATE HOLDER CANCELLATION

City of Lincoln Lancaster County 555 S 10th Street 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 



ADDITIONAL REMARKS SCHEDULE

AGENCY SilverStone Group		NAMED INSURED Omaha Truck Center Inc. dba Truck Center Companies 14321 Cornhusker Road Omaha NE 68138	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Garagekeepers Limit Per Location:
 \$ 5,000,000 – 14321 Cornhusker Rd, Omaha, NE 68127
 \$ 1,000,000 - 14345 Cornhusker Rd, Omaha, NE 68137
 \$ 1,000,000 - 5701 Arbor Road, Lincoln, NE 68517
 \$ 600,000 - 2801 S 13th Street, Norfolk, NE 68701
 \$ 600,000 – 1208 N 31st Ave, Council Bluffs, IA 51501
 \$ 350,000 - 4814 S Lincoln Avenue, York, NE 68467
 \$ 350,000 - 2357 E 29th Avenue, Columbus, NE
 \$ 1,000,000 – 2955 S West Street, Wichita, KA 67217
 \$ 500,000 – 2552 N 9th Street, Salina, KS 67401

Misc Liability Coverage Deductibles:
 \$ 5,000 - Comp Ded - Per Auto
 \$ 25,000 - Comp Ded - Aggregate
 \$ 1,000 - Coll Ded - Per Auto

Additional Insured in favor of City of Lincoln, Nebraska and Lancaster County with respects to General Liability, Auto Liability, and Garagekeeper Liability as required by written contract.

Legal Liability Garagekeeper Coverage is included with a \$5000 deductible for Comp and a \$1000 deductible for Collision.

POLICY NUMBER: AD4G071867
Omaha Truck Company Inc

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: - -

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 Person or Organization:

City of Lincoln
Lancaster County
555 S 10th St
Lincoln, NE 68508

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

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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.



One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189
AUTOMOBILE DEALERS
COMMON POLICY DECLARATIONS
ISSUE DATE: 12/19/18
POLICY NUMBER: AD-4G071867-18-CAG

INSURING COMPANY:
THE CHARTER OAK FIRE INSURANCE COMPANY

1. NAMED INSURED AND MAILING ADDRESS:

OMAHA TRUCK CENTER, INC.
AND AS PER IL T8 03
14321 CORNHUSKER RD
PO BOX 508
OMAHA, NE 68138

2. POLICY PERIOD: From 12/01/18 to 12/01/19 12:01 A.M. Standard Time at
your mailing address.

3. LOCATIONS

Premises	Bldg.			
Loc. No.	No.	Occupancy		Address

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
AUTO DEALER COV PART DECLARATIONS CA T0 77 02 15 COF

5. NUMBERS OF FORMS AND ENDORSEMENTS

FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy
containing its complete provisions:

Policy	Policy No.	Insuring Company
--------	------------	------------------

7. PREMIUM SUMMARY:

Provisional Premium	\$	190,198
Due at Inception	\$	48,124
Due at Each	\$	SEE IL T0 30

NAME AND ADDRESS OF AGENT OR BROKER:
SILVERSTONE GROUP INC (XZ400)
11516 MIRACLE HILLS DR STE 100
OMAHA, NE 681549683

COUNTERSIGNED BY:

Authorized Representative

DATE: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED FOR COVERED AUTOS
COVERAGES – PRIMARY AND NON-CONTRIBUTORY
WITH OTHER INSURANCE**

This endorsement modifies Insurance provided under the following:
AUTO DEALERS COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

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

PROVISIONS

1. The following is added to Paragraph c. in D.2., **Who Is An Insured**, of **SECTION I – COVERED AUTOS COVERAGES**:

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for auto liability coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "Insured".

2. The following is added to Paragraph 5., **Other Insurance**, in **B., General Conditions**, of **SECTION IV –CONDITIONS**, but only for Covered Autos Liability Coverage:

Regardless of the provisions of paragraphs a. and f. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED FOR GENERAL LIABILITY COVERAGES – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
AUTO DEALERS COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

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

PROVISIONS

1. The following is added to Paragraph D., **Who Is An Insured**, of SECTION II – GENERAL LIABILITY COVERAGES:

Any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before:

- a. The "bodily injury" or "property damage" occurs; or
- b. The "personal injury" or "advertising injury" offense is committed;

and that is in effect during the policy period, to name as an additional insured for general liability coverage, but only for damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing "auto dealer operations"; or

- b. In connection with your premises owned by or rented to you.

2. The following is added to Paragraph 5., **Other Insurance**, in B., **General Conditions**, of SECTION IV – CONDITIONS, but only for General Liability Coverages:

Regardless of the provisions of paragraphs d. and f. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before:

- (1) The "bodily injury" or "property damage" occurs; or
- (2) The "personal injury" or "advertising injury" offense is committed;

and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-0K906833-18-14-G

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.





WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 26 06 01 (C)

POLICY NUMBER: UB-0K906833-18-14-G

NEBRASKA CANCELTION AND NONRENEWAL ENDORSEMENT

1. You may cancel this policy within the policy period by giving notice to us, fixing the date on which the cancelation is to be effective.
2. The notice, from you, is to be sent by certified mail.
3. We are required by Nebraska Law to give notice of your intent to cancel a policy to the Nebraska Workers' Compensation Court.
4. The cancelation shall not be effective until ten (10) days after we give notice to the Nebraska Workers' Compensation Court that the policy is being canceled. However, if you have secured insurance with another insurer, the cancelation will be effective as of the effective date of such other notice of coverage.
5. We may cancel or nonrenew this policy within the policy period by giving notice in writing to you and to the Nebraska Workers' Compensation Court, fixing the date on which the cancelation or nonrenewal is to be effective.
6. The notice from us will contain a brief statement of the reasons for cancelation or nonrenewal and will be sent to you by certified mail.
7. The nonrenewal shall not be effective until thirty (30) days after the giving of notice to you and the Nebraska Workers' Compensation Court.
8. The cancelation shall not be effective until thirty (30) days after the giving of notice to you and the Nebraska Workers' Compensation Court, except the cancelation shall be effective ten (10) days after the giving of the notice if the cancelation is based on:
 - a. nonpayment of premiums;
 - b. failure of the insured to reimburse deductible losses as required under the policy; or
 - c. failure of the insured, if covered, pursuant to the Assigned Risk Plan to comply with workplace safety laws found in Nebraska statutes.
9. All notices shall be provided in writing and shall be deemed given upon mailing by certified mail, except that we may give notice to the Nebraska Workers' Compensation Court by approved electronic means. Notice provided to the Nebraska Workers' Compensation Court by approved electronic means shall be deemed given upon receipt.

DATE OF ISSUE: 12-18-18

ST ASSIGN:

12/31/2018 12:29:14 PM Batch: 4925275