

AMENDMENT TO CONTRACT
Annual Supply
Asphaltic Joint Sealant
Bid No. 18-173
City of Lincoln and Lancaster County
Renewal
Maxwell Products, Inc.

This Amendment is hereby entered into by and between Maxwell Products, Inc., 650 S. Delong St, SLC, UT 84104 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated September 4, 2018 executed under City Executive Order No. 92240, and County Contract C-18-0459, dated August 21, 2018 for Annual Supply – Asphaltic Joint Sealant, Bid No. 18-173, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is September 4, 2018 through September 3, 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 4, 2019 through September 3, 2020; and

WHEREAS, the expenditures for the City of Lincoln, Transportation and Utilities - Maintenance Operations for the term of this renewal shall not exceed \$30,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County - Engineering for the term of this renewal shall not exceed \$50,000.00 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. 92240 and County Contract C-18-0459, 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 4, 2019 through September 3, 2020.
- 2) The expenditures for the City of Lincoln, Transportation and Utilities – Maintenance Operations for the term of this renewal shall not exceed \$30,000.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County - Engineering for the term of this renewal shall not exceed \$50,000.00 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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Renewal
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Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
Attn: Sandy Rocke
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: srocke@lincoln.ne.gov

Company Name:	Maxwell Products, Inc
By: (Please Sign)	
By: (Please Print)	Nicole Maxwell
Title:	Customer Experience Manager
Company Address:	650 South Delong Street, Salt Lake City, UT 84104
Company Phone & Fax:	801-972-2090, 801-972-5536
E-Mail Address:	nicole@maxwellproducts.com
Date:	9/4/19
Contact Person for Orders or Service	Jon Allen
Contact Phone Number:	801-879-7866

City of Lincoln Signature Page

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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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EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____