Public Building Commission

Tuesday, July 14, 2020
County City Building
City Council Chambers
1:30 p.m.

Location Announcement of Nebraska Open Meetings Act: A copy of the Nebraska Open Meetings Act is located on the wall at the rear of the room.

1. CALL TO ORDER

Public Building Commission Meeting

2. MINUTES

Approval of the previous Public Building Commission Meeting

Documents:

PBC Minutes 6 9 20.Pdf

3. OLD BUSINESS

A. County Assessor Remodel Update and Payment Application

B. Hall of Justice Front Security Entrance Update and Payment Application

C. Security Update

4. NEW BUSINESS

A. Approval of General Vouchers for June 2020

B. District Court Utilizing 3rd Floor 605 Building Space

5. CONTRACT APPROVALS:

A. Contract for Annual Supply of Motor Fuel #20-137 Whitehead Oil Company

Documents:

20-137 Whitehead Oil.pdf

B. Amendment to Memo of Understanding for Paint and Related Products MOU031 Sherwin-Williams Company

Documents:

MOU031 Sherwin Williams.pdf

C. Amendment to Memo of Understanding for Paint and Related Products MOU031 Diamond Vogel

Documents:

MOU031 Diamond Vogel.pdf

D. Amendment to Memo of Understanding for Health and Safety, Medical, Surgical, and First Aid Related Equipment, Supplies, Accessories and Services #MOU034 McKesson Medical-Surgical Government Solutions, LLC

Documents:

MOU034 McKesson Medical Surgical.pdf

E. Amendment to Contract for Fire Alarm Panel Inspection, Testing, and Repair #5682 Total Fire and Security, Inc.

Documents:

5682 Total Fire And Security.pdf

F. Amendment to Contract for Ice Melt #19-153 Egan Supply

Documents:

19-153 Egan Supply.pdf

G. Amendment to Contract for Ice Melt #19-153 Helena Chemical Company

Documents:

19-153 Helena Chemical Company.pdf

H. Amendment to Contract for Window Cleaning Services #14-155 G&M Window Services LLC

Documents:

14-155 GandM Window Services LLC.pdf

I. Amendment to Contract for Water Treatment Service Program #9120 Kurita America, Inc.

Documents:

9120 Kurita America.pdf

J. Amendment to Contract for Tree Trimming and Removal Services #18-066 New Heights Tree Service

Documents:

18-066 New Heights Tree Service.pdf

K. Amendment to Contract for Office Seating #18-117 Office Interiors and Design, Inc.

Documents:

18-117 Office Interiors And Design.pdf

L. Amendment to Contract for Office Seating #18-117 encompas

Documents:

18-117 Encompas.pdf

M. Amendment to Contract for Office Seating #18-117 All Makes Office Equipment Co. of Lincoln

Documents:

18-117 All Makes.pdf

N. Amendment to Contract for Ice Melt #19-153 Nebraska Landscape Solutions

Documents:

19-153 NE Landscape Solutions.pdf

6. REPORT FROM ADMINISTRATIVE STAFF

Discussion of administrative items and confirmation of the next Public Building Commission Meeting on August 11, 2020.

7. ADJOURNMENT

MINUTES
PUBLIC BUILDING COMMISSION
TUESDAY, JUNE 9, 2020 1:30 P.M.
CITY COUNCIL CHAMBERS
COUNTY CITY BUILDING

PRESENT: Roma Amundson, Chris Callihan and Sean Flowerday.

ABSENT: Richard Meginnis and Jane Raybould.

OTHERS PRESENT: Kerin Peterson, Jeff Kirkpatrick, Nick Hanna, Kyle Hohenstein, John Kay, Cpt. Witte, Brian Johnson and Margaret Bohy.

The meeting of the Public Building Commission was called to order by Sean Flowerday.

The meeting minutes from May 19, 2020 were presented for approval. Roma Amundson motioned for approval and Chris Callihan seconded. The vote carried.

County Assessor Remodel – John Kay, Sinclair Hille submitted payment application #5 for $46,659.25 for approval. Roma Amundson moved for approval and Chris Callihan seconded the motion. The vote carried. John Kay reported they are conducting the punch list walk thru on Friday and the furniture is in route. The final completion will be June 30, 2020.

Hall of Justice Front Security Entrance Remodel – Nick Hanna, Clark Enersen and Kyle Hohenstein, Dicky Hind Muir, submitted payment application #8 for $43,873.85 for approval. Chris Callihan motioned for approval and Roma Amundson seconded. The vote carried. They then submitted CPR 01 Revision 1 to correct an incorrectly identified as a deduction. After evaluation as an add price, final dollar amount is as follows: Add $1,117.00 for 3 each new outlets at East wall. Re-routing of floor box power locations to store front mullions results in no cost change to Owner. Total amount started at ($9,119.00) with final cost of $1,117.00. Roma Amundson motioned for approval and Chris Callihan seconded. The vote carried. Then they presented CPR 06 to add $4,099.00 for two (2) each delayed egress rim exit devices and 2 each electronic strikes to create a man trap at Employee Vestibule #1004 per site meetings with city security wiring contractor and Lancaster County Sheriff's Office. Deduct ($850.00) for the restocking of 5 each power supplies and One (1) each rain guard on Door #1001. Total change order amount $3,249.00. Roma Amundson motioned for approval and Chris Callihan. The vote carried.

Security Update – Cpt. Witte and Brian Johnson gave an update on the damage sustained to the Hall of Justice due to the recent riots. Cpt. Witte gave very high praise to Dicky Hinds Muir for their quick assistance in moving their materials and trailer before the riots to help eliminate damage. He also commended Property Management staff for quickly removing all the trash containers and anything else outside that could have been thrown. The morning after the riots the staff was on site to remove the trash and tear gas residue that was on the front of the building and inside the vestibule. Several windows on the front of the Hall of Justice had bullet holes in them. Cpt. Witte shared that they are very thankful that the building filled with law enforcement and the Nebraska National Guard did not understand that night that the holes in the windows were not from rocks but bullets. Roma Amundson thanked him for his service and stated that the most important service of government is to provide safety and that they do that very well.

Roma Amundson motioned to approve the general vouchers for May 2020. Chris Callihan seconded the motion. The vote carried.

Resolution to Adopt and General Order requiring the wearing of facemasks within City and County Buildings per the Directive Health Measure of the Lincoln Lancaster Health Department – Sean Flowerday informed the commission that this is in violation of Governor Ricketts mandate that was handed down and requirement of face mask would result in Lancaster County forfeiting State CARES Act funds. It was suggested that the policy be changed from "required" to "shall be encouraged". All signage that will be posted will also encourage but not require the wearing of facemasks by public that enters the buildings. Employees can still be required to wear facemasks by their departments.

There were three contract approvals submitted by Purchasing:

a. Amendment to Contract for Annual Services for Electrical Generator Maintenance and Repair #16-115 NMC, Inc.;
b. Amendment to Contract for Annual Services for Publishing Legal Notices and all other Verbiage Necessary to Conduct City/County/Public Building Commission Business #17-150 Lincoln Journal Star;
c. Amendment to Memo of Understanding for On-Site Secure Document Shredding #MOU025 Datashield Corporation;

Roma Amundson motioned for approval of all contracts. Chris Callihan seconded. The vote carried.

The next meeting of the Public Building Commission will be July 14, 2020.

Report from Administrative Staff – Kerin gave a quick update on replacing the windows at the Hall of Justice. The cost is approximately $5300.00. Then a contractor will come in and power wash the building to remove egg & paintball remains. The cost for these repairs is being turned into our insurance. A COVID-19 update included the request from District Court Judges to change programming of the elevators in the Hall of Justice to either go up or go down with passengers, not both as currently programmed. The initial costs from Kone are approximately $12,000.00 to reprogram. The Public Building Commission advised against and disapproved this request. There was further discussion about additional courtroom spaces available. The most feasible is the unfinished space in the 605 building. Kerin is researching the costs and fire marshal recommendations about what needs to be done to use this space. Once cost is determined there will be an emergency PBC meeting called to approve costs. Kerin also updated on her budget. She reported that with 6% of the year left the revenues are on target and expenditures have about 11% left. She feels she will only be off her targeted budget by about 1%. The Public Building Commissioners thanked Kerin for a great job with the budget and for the reaction of her staff to the past riots at the Hall of Justice.

With no further business Roma Amundson moved to adjourn, Chris Callihan seconded. The vote carried and the meeting was adjourned.

CONTRACT DOCUMENTS

CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
CITY OF LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION

Annual Supply
Motor Fuel
Bid No. 20-137

Whitehead Oil Company
2537 Randolph Street
Lincoln, NE 68510
(402) 435-3509 x221

CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **Whitehead Oil Company, 2537 Randolph Street, Lincoln, NE 68510**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Motor Fuel, Bid No. 20-137

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

   Agreement to Lines 1-9 with option for Hedging using an amended contract upon execution

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

   The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The cost of products or services for City Departments shall not exceed $830,000.00 during the contract term without approval by the City of Lincoln. The cost of products or services for County Agencies shall not exceed $500,000.00 during the contract term without approval by the Board of Commissioners. The cost of products or services for the Public Building Commission shall not exceed $20,000.00 during the contract term without approval by the Board of the Public Building Commission.

The contract will become effective on the execution date for the purpose of allowing the Owners to hedge fuel from January 20, 2021 – June 20, 2021. No fuel will be delivered or charged to the Owners until after January 20, 2021.

The Owners reserve the right to hedge the purchase of each type of fuel from Jan. 20, 2021 through June 20, 2021. Hedge quantities shall either be based on monthly fuel totals with a price representative of the market at time of hedge guarantee or may be based on the entire period from January 20, 2021 to June 20,2021. Hedge pricing shall be based on the conditions as listed in the bid documents and Supplier Response.

In the event that the Owners determine a hedge is an acceptable option for fuel pricing, the Owners will submit the monthly usage for pricing from the Contractor. In the event the Owners do not use up the entire allotment during the month, the Owners will not be liable for paying for fuel that was not distributed to the Owners during the specified period of time. Contractor agrees to buy back any fuel not used during any of the months when hedge amount is not allocated to the Owners and as such the Owners have no financial obligation for paying for such fuel.

The Owners reserve the right to issue additional hedge contracts for fuel throughout the remaining renewal terms. All hedge contracts shall be executed by an email from the City/County Purchasing Agent to the Contractor at a set date and time. The Owners shall individually issue an amendment following the hedge execution which outlines the number of gallons and cost per gallon.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
   - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
     - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or

default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity. This contract shall become effective upon execution by each entity on its own. Hedge contracts initiated by each entity throughout the term of the contract shall only require execution by such entity and will not include the other entities of the contract.

8. Audit Provision: The Contractor shall be subject to an audit and shall, upon request, make available to the Owners or a contract auditor hired by the Owners, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.

9. Period of Performance. The term of the Contract shall be a one (1) year term June 20, 2020 or upon execution, through June 20, 2021 with the option to renew for three (3) additional one (1) year terms. The Owners reserve the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the Owners.
The contract will become effective the execution date for the purpose of allowing the Owners to hedge fuel from January 20, 2021 – June 20, 2021. No fuel will be delivered or charged to the Owners until after January 20, 2021.

10. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
    1. Contract Terms
    2. Accepted Proposal/Response (Includes Addendum No. 1)
    3. County Engineer Tank Locations and Sizes
    4. Diesel Fuel Specifications
    5. Specifications
    6. Instructions to Bidders
    7. Notice to Bidders
    8. Sales Tax Exemption Form 13
       (Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.
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The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

CONTRACT
Annual Supply
Motor Fuel
Bid No. 20-137
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Whitehead Oil Company

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

_____ Seal
Secretary

_____
Name of Corporation

_____
Address

By: _____
Duly Authorized Official

_____
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

_____
Name of Organization

_____
Type of Organization

_____
Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

_____
Name

_____
Address

_____
Signature

City of Lincoln Signature Page

CONTRACT
Annual Supply
Motor Fuel
Bid No. 20-137
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Whitehead Oil Company

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

CONTRACT
Annual Supply
Motor Fuel
Bid No. 20-137
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Whitehead Oil Company

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

Lincoln-Lancaster County Public Building Commission
Signature Page

CONTRACT
Annual Supply
Motor Fuel
Bid No. 20-137
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Whitehead Oil Company

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

20-137 Addendum 1
Whitehead Oil Company
Supplier Response

Event Information

Number: 20-137 Addendum 1
Title: Annual Supply of Motor Fuels
Type: Notice to Bidders
Issue Date: 5/14/2020
Deadline: 5/22/2020 03:00 PM (CT)

Contact Information

Contact: Robert Walla - Purchasing Agent
Address: Purchasing
Suite 200
Purchasing
440 S. 8th St.
Lincoln, NE 68516
Phone: 1 (402) 441-8309
Email: rwalla@lincoln.ne.gov

Whitehead Oil Company Information

Contact: Alan Makovicka
Address: 2537 RANDOLPH ST
LINCOLN, NE 68510
Phone: (402) 435-3509 x221
Fax: (402) 435-5881
Email: amakovicka@u-stop.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Alan Makovicka
Signature

amakovicka@u-stop.com
Email

Submitted at 5/22/2020 11:54:19 AM

Supplier Note

Whitehead Oil would suggest monthly "hedge" contracts rather than then entire periods as bid requested. For example- in 2021 clear diesel ranges from $1.555/gallon in January 2021 to $1.775/gallon in October 2021. Since the bid requested the entire period, that price would be $1.775/gallon. Examples for hedge 2021 monthly clear diesel per gallon Jan 2021 $1.555 Feb 2021 $1.585 March 2021 $1.625 April 2021 $1.635 May 2021 $1.645 June 2021 $1.725 July 2021 $1.735 August 2021 $1.745 Sept 2021 $1.745 Oct 2021 $1.775 Nov 2021 $1.745 Dec 2021 $1.715 Red diesel and gas would also follow a similar pattern.

Response Attachments

References for contract bid 2020.pdf

References

Fuel equipment list 2020.pdf

Fuel equipment list

2015 KENWORTH TANK WAGON.JPG

Fuel vehicle- tank wagon

2015 Mack & 1990 Fruehauf.jpg

2015 Mack & 1990 Fruehauf

2017 Kenworth-black & 1995 Fruehauf.jpg

2017 Kenworth-black & 1995 Fruehauf

2017 Kenworth-red & 2010 LBT.JPG

2017 Kenworth-black & 2010 LBT

Bid Attributes

1	**Agreement to Addendum No. 1** *Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.* *Be advised of the following clarifications and changes to the Specification and bidding documents:* 1. Question: The pricing language seems to be a little contradictory- if the firm contract period expected to

run 1/24/2021-1/23/2022, /1/2021-5/31/2021, or 1/1/2021-12/31/2021?

Answer: We are requesting firm pricing from Jan. 1, 2021 through the dates listed. If you can hedge unleaded fuel beyond May 31, 2021 we would consider a longer term.

2. Question: Are the firm gallons to be delivered via Transport or Tank Wagon?
Answer: Both

3. Question: Is freight to be billed separately for the firm pricing?
Answer: Yes. There is a separate Line Item for freight.

4. Question: Could you please clarify this statement on the firm pricing?

Price must include any applicable taxes and fees. **Do not include transport or tank wagon fees.**

Answer: All fees except delivery which is in other Line Items are to be included in the cost of the firm fixed pricing.

5. Question: Would you be willing to extend the bid due date since this is a quicker turn around and the main contact is not in the office today?
Answer: No

6. Question: Are we required to bid on the Tank wagon as well as the Transport?
Answer: Yes

7. Question: Are we required to bid on the DEF additive?
Answer: Yes

8. Question: Are the rack pricing gallons on top of the firm gallons you plan on locking in?
Answer: No. Rack pricing is another option the City will consider along with firm fixed pricing.

9. Question: Are you currently purchasing firm gallons or rack pricing?
Answer: Both.

10. Question: When did you lock in fuel and at what price?
Answer: Fuel was locked in during the month of May at $1.225 per gallon for Dyed Diesel, $1.513 for Clear Diesel, and $1.137 for E10 Unleaded Fuel.

11. Question: Would you be willing to guarantee your gallons you are to lock in?
Answer: That is the intent.

12. Question: Could you please review the attached firm price clauses and see if any of them are / aren't acceptable and explain?
Answer: We will not review or determine an acceptable price.

13. Question: Since the water plant has different taxes than the rest of the city how are we to include all applicable prices per product?
Answer: Water department use is minimal and will be discussed with the awarded vendor.

14. **Clarification: The current contract is located in the Ebid system at the following site: https://col.ionwave.net/PublicContractDetail.aspx?ctid=1056&wid=1&t=ACTI**

All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Name
Title

Yes

2	**2021 Fuel Hedge** The Owners intend to hedge a large portion of gas and diesel fuel in 2021 if pricing and financial circumstances are favorable. A contract will be issued upon award recommendation and a hedge may be issued shortly after for 2021 if pricing and conditions are beneficial for the Owners. Vendors must provide a firm fixed per gallon price for fuel which includes all applicable taxes and fees, less transport, which will be added based on the transport cost in the applicable Line Items. The Owners are not required to hedge fuel from this contract if it is determined it is not in the best interest of the Owners to do so. Vendor award will take into consideration the hedge cost, transport cost, and any other fees referenced in the bid Line Items. The Owners will use the hedge amount from the date of closing at 2:00pm as a basis for award if it is beneficial to do so. When/if the owners issue a hedge after contract execution it will be expected that the new pricing will be inline with the pricing on the date of the bid close.
3	**Electronic Signature** Please check here for your electronic signature. Yes
4	**Instructions to Bidders** I acknowledge reading and understanding the Instructions to Bidders. Yes
5	**Contact** Name of person submitting this bid: Alan Makovicka
6	**Sample Contract** I acknowledge reading and understanding the sample contract. Yes
7	**Specifications** I acknowledge reading and understanding the specifications. Yes
8	**Equipment List and Photos** I have attached a complete list and photos of the equipment which will be used to deliver fuel under this contract to the Response Attachment section of my ebid response. Yes
9	**Primary Terminal Location** List the location of the terminal where each type of fuel will originate. This terminal will be the primary terminal for fuel which will be used by the Owners and all pricing in the Line Items will reflect delivery from this terminal. Primary terminal - Magellan, Lincoln NE Secondary terminal - Phillips 66, Lincoln NE

10

Emergency Equipment Fill

In events where an emergency arises in the County the awarded Vendor will be required to provide fuel on an as-needed basis under the terms of this contract.

Do you agree to provide emergency services if needed, 24 hours per day, 7 days per week with short notice? YES or NO

Will you charge an additional fee above and beyond the margin cost for fuel service in these instances? YES or NO

If YES, What is the cost?

Yes. Yes $120/event + $75/hour or partial hour

11

Firm Fixed Margin Rates

Are the Margin Rates listed in the Line Items a firm fixed rate for the duration of the initial term and all renewals? YES or NO

If NO, please clarify the terms in this space or on company letterhead.

Yes

12

Bid award

I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.

If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.

Yes

13

Alternative Pricing Proposals

Our company does have pricing options available for buying fuel that differ from fixed or rack pricing. YES or NO

If YES, please provide detailed information on company letterhead and attach to the Response Attachment section of your ebid response.

No

14

Late Payment Differential

Vendor shall provide the percent of increase over the initial invoice, for payments made beyond the net terms indicated in the specification document or those added by the Vendor in their proposal.

If no increase will be added for payments beyond the net terms, enter a O.

0

15

Fuel Additive Brand and Pricing

The Owners require Summer and Winter Diesel Fuel Additive. List the brand of additive you will be providing and the price per gallon.

ET Products .02/gallon summer months, .04/gallon winter months

16

Omaha Freight Differential

List the Omaha Freight Differential Rate for Truck Transport per gallon:

List the Omaha Freight Differential Rate for Tank Wagon Transport per gallon:

.04

17

Geneva Freight Differential

List the Geneva Freight Differential Rate for Truck Transport per gallon:

List the Geneva Freight Differential Rate for Tank Wagon Transport per gallon:

.04

18

Split Load Charge

Provide the Split Load Charge per gallon for Truck Transport

$50

19

Bid Documents

I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.

Yes

20

Purchase Order, Contract and Delivery Contact

The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services.
Please list the name, email address and phone number of the person who will be the contact person for the contract to be awarded.

Alan Makovicka, amakovicka@u-stop.com, 402-435-3509 x221

21

Tax Exempt Certification Forms

Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)

Yes

22	**U.S. Citizenship Attestation** **Is your company legally considered an Individual or Sole Proprietor: YES or NO** As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution. If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108. No

23 **Reference Information**

Contractor shall provide (2) two references for services similar in nature to the service required in this bid.

Each reference must include the following:

Owner:

Street Address:

City:
State:
Zip:

Name Owners Representative:
email

Contract Amount:

Type this information in the space provided.

University of Nebraska Transportation Services
1931 N Antelope Valley Parkway
Lincoln NE 68588-0603
Patrick Barrett- pbarrett1@unl.edu or Jodie Barnes- jbarnes5@unl.edu
2019 gallons = 250,440

Nebco Inc.
6300 Cornhusker Hwy
Lincoln NE 68507
Mike Wichman- mikew@nebcoinc.com
No contract in place, 2019 gallons = 537,377

Bid Lines

1 E10 Unleaded Fuel - Minimum 87 Octane

Truck Transport Delivery

Bid Margin Rate per gallon only!

Quantity: 310000 UOM: Gallons Unit Price: $0.018 Total: $5,580.00

Item Notes: RACK PRICE - See Specs for Information.

Supplier Notes: Based on P66 pricing at time of product lifting
Any and all state, local and federal excise taxes are subject to change

2 REGULAR Unleaded Fuel - (NO ETHANOL) Minimum 87 Octane

Truck Transport Delivery

Bid Margin Rate per gallon only!

Quantity: 240000 UOM: Gallons Unit Price: $0.018 Total: $4,320.00

Item Notes: RACK PRICE - See Specs for Information.

Supplier Notes: Based on P66 pricing at time of product lifting
Any and all state, local and federal excise taxes are subject to change

3 Ultra Low Sulfur Diesel Fuel

Transport Truck Delivery

Bid Margin Rate per gallon only!

Red Dye and Clear Fuel

Quantity: 382000 UOM: Gallons Unit Price: $0.018 Total: $6,876.00

Item Notes: RACK PRICE - See Specs for Information.

Supplier Notes: Additional .005 for red dye
Based on P66 pricing at time of product lifting
Any and all state, local and federal excise taxes are subject to change

4 E10 Unleaded Fuel - Minimum 87 Octane

Tank Wagon Delivery

Bid Margin Rate per gallon only!

Quantity: 50200 UOM: Gallons Unit Price: $0.091 Total: $4,568.20

Item Notes: RACK PRICE - See Specs for Information.

Supplier Notes: Based on P66 pricing at time of product lifting
Any and all state, local and federal excise taxes are subject to change

5 REGULAR Unleaded Fuel - (NO ETHANOL) Minimum 87 Octane

Tank Wagon Delivery

Bid Margin Rate per gallon only!

Quantity: 50200 UOM: Gallons Unit Price: $0.091 Total: $4,568.20

Item Notes: RACK PRICE - See Specs for Information.

Supplier Notes: Based on P66 pricing at time of product lifting
Any and all state, local and federal excise taxes are subject to change

6 Ultra Low Sulfur Diesel Fuel

Tank Wagon Delivery

Bid Margin Rate per gallon only!

Red Dye and Clear Fuel

Quantity: 217000 UOM: Gallons Unit Price: $0.091 Total: $19,747.00

Item Notes: RACK PRICE - See Specs for Information.

Supplier Notes: Additional .005 for red dye
Based on P66 pricing at time of product lifting
Any and all state, local and federal excise taxes are subject to change

7 Diesel Exhaust Fuel (DEF) - 50 Gallon Drums

Quantity: 60 UOM: Each Unit Price: $86.00 Total: $5,160.00

Item Notes: Price must include delivery to locations throughout Lincoln and Bluff Road Landfill.

Supplier Notes: Comes in 55 gallon drum. $1.72/gallon. 50 gallon drum $86.00, 55 gallon drum $94.60. Prices are subject to change after 90 days. Increase/decrease would be the same margin as bid

8 Diesel Exhaust Fuel (DEF) - 2.5 Gallon Containers

Quantity: 80 UOM: Each Unit Price: $5.53 Total: $442.40

Item Notes: Price must include delivery to locations throughout Lincoln.

Supplier Notes: Prices are subject to change after 90 days. Increase/decrease would be the same margin as bid

9 Diesel Exhaust Fuel (DEF) - Product and Bulk Delivery

Quantity: 500 UOM: Gallon Unit Price: $1.24 Total: $620.00

Item Notes: Price must include product and delivery to locations throughout Lincoln and Bluff Road Landfill.

Vendor shall indicate minimum order at the price quoted in the Supplier Notes section of the ebid response.

Supplier Notes: Prices are subject to change after 90 days. Increase/decrease would be the same margin as bid

10

Package Header

2021 FIRM FIXED PRICING - Lancaster County

Quantity: 1 UOM: EA Total: $645,305.00

Package Items

10.1 Dyed Diesel Fuel - Hedge Period Jan. 1, 2021 - Dec. 31, 2021

Delivery to Lancaster County Engineer Shop

Quantity: 163000 UOM: Gallons Unit Price: $1.49 Total: $242,870.00

Supplier Notes: Any and all state, local and federal excise taxes are subject to change

10.2 E10 Unleaded Fuel - Hedge Period Jan. 1 2021 - May 31, 2021

Delivery to Lancaster County Engineer Shop

Quantity: 271000 UOM: Gallons Unit Price: $1.485 Total: $402,435.00

Supplier Notes: Any and all state, local and federal excise taxes are subject to change

11

Package Header

2021 FIRM FIXED PRICING - City of Lincoln

Quantity: 1 UOM: EA Total: $1,129,715.00

Package Items

11.1 Regular Unleaded Fuel - Hedge Period Jan. 1 2021 - May 31, 2021

Delivery to various locations within City Limits of Lincoln, NE

Quantity: 234000 UOM: Gallons Unit Price: $1.685 Total: $394,290.00

Supplier Notes: Any and all state, local and federal excise taxes are subject to change

11.2 Dyed Diesel Fuel - Hedge Period Jan. 1 2021 - Dec. 31, 2021

Delivery to various locations in City Limits or within 2 miles of City Limits of Lincoln, NE (May require trip to Ashland, NE once or twice per year)

Quantity: 135000 UOM: Gallons Unit Price: $1.49 Total: $201,150.00

Supplier Notes: Any and all state, local and federal excise taxes are subject to change

11.3 Clear Diesel Fuel - Hedge Period Jan. 1 2021 - Dec. 31, 2021

Delivery to various locations in City Limits or within 2 miles of City Limits of Lincoln, NE (May require trip to Ashland, NE once or twice per year)

Quantity: 301000 UOM: Gallons Unit Price: $1.775 Total: $534,275.00

Supplier Notes: Any and all state, local and federal excise taxes are subject to change

Response Total: $1,826,901.80

1995	Fruehauf	9200 gallon trailer
2017	Kenworth	Tractor-red
2010	LBT	9200 gallon trailer
2015	Kenworth	Truck with 2900 gallon tank
2015	Mack	Tractor
1990	Fruehauf	9200 gallon trailer
2017	Kenworth	Tractor-black

***NEBCO INC.

6300 CORNHUSKER HWY

LINCOLN NE 68507

MIKE WICHMAN, mikew@nebcoinc.com

402-434-1882

FUEL SUPPLIER ONLY, NO CONTRACT IN PLACE, 2019 gallons = 537,377

***NEBRASKA BULK-FITCH TRUCKING

P O BOX 215

BENNET NE 68317

DEVIN KREIKEMEIER, fitchtrucking.dk@gmail.com

402-782-2760

FUEL SUPPLIER ONLY, NO CONTRACT IN PLACE, 2019 gallons = 57,803

***UNIVERSITY OF NEBRASKA TRANSPORTATION SERVICES

1931 N ANTELOPE VALLEY PARKWAY

LINCOLN NE 68588-0603

PATRICK BARRETT, pbarrett1@unl.edu OR JODIE BARNES, jbarnes5@unl.edu

402-472-7766 OR 402-472-7733

WHITEHEAD OIL COMPMANY CURRENTLY HOLDS THE UNL TRANSPORTATION SERVICES CONTRACT.
2019 volume: 250,440 gallons.

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Paint and Related Products
University of Nebraska RFP #2951-18-7215
MOU031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Sherwin-Williams Company

This Amendment is hereby entered into by and between Sherwin-Williams Company, 235 N. 46th Street, Lincoln, NE 68503 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Memorandum of Understanding (MOU) dated September 12, 2018 executed under City Executive Order No. 92276, and County Contract C-18-0535, dated September 11, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on September 18, 2018, for Paint and Related Products, University of Nebraska RFP #2951-18-7215, MOU031, which is made a part of this amendment by this reference.

WHEREAS, the original term of the MOU is September 18, 2018 through July 31, 2019, with the option to renew for four (4) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the MOU was amended by City Executive Order No. 93398, executed by the City on July 15, 2019, and by County Contract C-19-0543 executed by the County Board on July 9, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission on July 9, 2019, to renew the contract for an additional one (1) year term from August 1, 2019 through July 31, 2020; and

WHEREAS, the parties hereby renew the MOU for an additional one (1) year term beginning August 1, 2020 through July 31, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal not to exceed 15,000.00; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal not to exceed $2,000.00; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal not to exceed $2,000.00; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 92276 and County Contract C-18-0535, all amendments thereto, and as stated herein, the parties agree as follows:

1) The parties hereby renew the MOU for an additional one (1) year term beginning August 1, 2020 through July 31, 2021.
2) The expenditures for the City of Lincoln for the term of this renewal not to exceed $15,000.00.
3) The expenditures for Lancaster County for the term of this renewal not to exceed $2,000.00.
4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal not to exceed $2,000.00.

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
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Paint and Related Products
University of Nebraska RFP #2951-18-7215
MOU031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Sherwin-Williams Company

Please sign, date and return within 2 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:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service	
Contact Phone Number:	

City of Lincoln Signature Page

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Paint and Related Products
University of Nebraska RFP #2951-18-7215
MOU031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Sherwin-Williams Company

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 MEMORANDUM OF UNDERSTANDING
Paint and Related Products
University of Nebraska RFP #2951-18-7215
MOU031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Sherwin-Williams Company

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

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_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Paint and Related Products
University of Nebraska RFP #2951-18-7215
MOU031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Sherwin-Williams Company

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

AMENDMENT TO MEMORANDUM OF UNDERSTANDIMG
Paint and Related Products
University of Nebraska RFP #2951-18-7215
MOU031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Diamond Vogel (Vogel West, Inc.)

This Amendment is hereby entered into by and between Diamond Vogel (Vogel West, Inc.), 5900 South 57th Street, Lincoln, NE 68516 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Memorandum of Understanding (MOU) dated September 12, 2018 executed under City Executive Order No. 92276, and County Contract C-18-0534, dated September 11, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on September 18, 2018, for Paint and Related Products, University of Nebraska RFP #2951-18-7215, MOU031, which is made a part of this amendment by this reference.

WHEREAS, the original term of the MOU is September 18, 2018 through July 31, 2019, with the option to renew for four (4) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Executive Order No. 93398, executed by the City on July 15, 2019, and by County Contract C-19-0542 executed by the County Board on July 9, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission on July 9, 2019, to renew the contract for an additional one (1) year term from beginning August 1, 2019 through July 31, 2020; and

WHEREAS, the parties hereby renew the MOU for an additional one (1) year term beginning August 1, 2020 through July 31, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal not to exceed 30,000.00; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal not to exceed $1,000.00; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal not to exceed $1,000.00; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 92276 and County Contract C-18-0534, all amendments thereto, and as stated herein, the parties agree as follows:

1) The parties hereby renew the MOU for an additional one (1) year term beginning August 1, 2020 through July 31, 2021.
2) The expenditures for the City of Lincoln for the term of this renewal not to exceed $30,000.00.
3) The expenditures for Lancaster County for the term of this renewal not to exceed $1,000.00.

4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal not to exceed $1,000.00.
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
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO MEMORANDUM OF UNDERSTANDIMG
Paint and Related Products
University of Nebraska RFP #2951-18-7215
MOU031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Diamond Vogel (Vogel West, Inc.)

Please sign, date and return within 2 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:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service	
Contact Phone Number:	

City of Lincoln Signature Page

AMENDMENT TO MEMORANDUM OF UNDERSTANDIMG
Paint and Related Products
University of Nebraska RFP #2951-18-7215
MOU031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Diamond Vogel (Vogel West, 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

AMENDMENT TO MEMORANDUM OF UNDERSTANDIMG
Paint and Related Products
University of Nebraska RFP #2951-18-7215
MOU031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Diamond Vogel (Vogel West, Inc.)

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

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_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO MEMORANDUM OF UNDERSTANDIMG
Paint and Related Products
University of Nebraska RFP #2951-18-7215
MOU031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Diamond Vogel (Vogel West, Inc.)

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Health & Safety, Medical, Surgical, and First Aid Related Equipment, Supplies, Accessories and Services
Sourcewell Contract 061417-MML
MOU034
City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission
Renewal
McKesson Medical-Surgical Government Solutions, LLC

This Amendment is hereby entered into by and between McKesson Medical-Surgical Government Solutions, LLC, 9954 Mayland Drive, Suite 5176, Henrico, VA 23233 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Memorandum of Understanding (MOU) dated December 1, 2018 executed under City Directorial Order No. 20510, and County Contract C-18-0729, dated December 4, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on December 11, 2018 , for Health & Safety, Medical, Surgical, and First Aid Related Equipment, Supplies, Accessories and Services, MOU034, which is made a part of this amendment by this reference.

WHEREAS, the original term of the MOU is August 19, 2018 through July 25, 2019, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the MOU was amended by City Directorial Order No. 21983, executed on August 9, 2019, and by County Contract C-19-0613 executed by the County Board on August 13, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission on July 9, 2019 to renew the MOU for an additional one (1) year term, from July 26, 2019 through July 25, 2020; and

WHEREAS, the parties hereby renew the MOU for an additional one (1) year term beginning July 26, 2020 through July 25, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $5,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed $10,000.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $1,500.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the MOU under City Directorial Order No. 20510 and County Contract C-18-0729, all amendments thereto, and as stated herein, the parties agree as follows:

1) The parties hereby renew the MOU for an additional one (1) year term beginning July 26, 2020 through July 25, 2021.
2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $5,000.00 without approval by the City of Lincoln.
3) The expenditures for Lancaster County for the term of this renewal shall not exceed $10,000.00 without approval by the Lancaster County Board.
4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $1,500.00 without approval by the Public Building Commission.
5) All other terms of the MOU, 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
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Health & Safety, Medical, Surgical, and First Aid Related Equipment, Supplies, Accessories and Services
Sourcewell Contract 061417-MML
MOU034
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
McKesson Medical-Surgical Government Solutions, LLC

Please sign, date and return within 2 days of receipt.

Mail to: City/County Purchasing
Attn: Lori L. Irons
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: llirons@lincoln.ne.gov

Company Name:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service	
Contact Phone Number:	

City of Lincoln Signature Page

_____

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Health & Safety, Medical, Surgical, and First Aid Related Equipment, Supplies, Accessories and Services
Sourcewell Contract 061417-MML
MOU034
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
McKesson Medical-Surgical Government Solutions, LLC

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Finance Director

Approved by Directorial Order No._____

dated _____

Lancaster County Signature Page

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Health & Safety, Medical, Surgical, and First Aid Related Equipment, Supplies, Accessories and Services
Sourcewell Contract 061417-MML
MOU034
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
McKesson Medical-Surgical Government Solutions, LLC

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Health & Safety, Medical, Surgical, and First Aid Related Equipment, Supplies, Accessories and Services
Sourcewell Contract 061417-MML
MOU034
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
McKesson Medical-Surgical Government Solutions, LLC

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

AMENDMENT TO CONTRACT
Annual Service
Fire Alarm Panel Inspection, Testing, and Repair
Quote No. 5682
City of Lincoln-Lancaster County Public Building Commission
Additional Location and Expenditure Increase
Total Fire & Security, Inc.

This Amendment is hereby entered into by and between Total Fire & Security, 408 East 1st Street, Fremont, NE 68025 (hereinafter "Contractor") and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "PBC"), for the purpose of amending the Contract executed by the PBC, on September 12, 2017, which is made a part hereof by this reference.

WHEREAS, the parties hereby amend the contract to add additional location, per Attachment A; and

WHEREAS, the expenditure for this service is $50.00 for the remainder of the current term; and

WHEREAS, the revised contact total with the additional services is $1,550.00; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract and stated herein the parties agree as follows:

1) The parties hereby amend the contract to add additional location, per Attachment A.
2) The expenditure for this service is $50.00 for the remainder of the current term.
3) The revised contract total with the additional services is $1,550.00.
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-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Service
Fire Alarm Panel Inspection, Testing, and Repair
Quote No. 5682
City of Lincoln-Lancaster County Public Building Commission
Additional Location and Expenditure Increase
Total Fire & Security, Inc.

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

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

Company Name:	Total Fire & Security, Inc.
By: (Please Sign)	
By: (Please Print)	Ashley Dahlhauser
Title:	Office Manager
Company Address:	408 East 1st Street Fremont, NE 68025
Company Phone & Fax:	402-721-6008 / 402-721-1849
E-Mail Address:	adahlhauser@totalfire-security.com
Date:	6.17.2020
Contact Person for: Orders or Service	Ashley Dahlhauser / Steve Frazer
Contact Phone Number:	402-721-6008

City of Lincoln-Lancaster County Public Building Commission
Signature Page

_____

AMENDMENT TO CONTRACT
Annual Service
Fire Alarm Panel Inspection, Testing, and Repair
Quote No. 5682
City of Lincoln-Lancaster County Public Building Commission
Additional Locations and Expenditure Increase
Total Fire & Security, Inc.

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____
Public Building Commission Attorney

_____
Chairperson, Public Building Commission

dated _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/11/2020

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
The Harry A. Koch Co.
P.O. Box 45279
Omaha NE 68145-0279

CONTACT NAME:
PHONE (A/C, No, Ext): 402-861-7000
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Employers Mutual Companies	
INSURER B : Accident Fund National Ins Co	10166
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Total Fire & Security, Inc.
408 E 1st
Fremont NE 68025

TOT55533

COVERAGES **CERTIFICATE NUMBER:** 940777430 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6D06183	6/11/2020	6/11/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X 1,000						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / X PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			6E06183	6/11/2020	6/11/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			6J06183	6/11/2020	6/11/2021	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV6112891	6/11/2020	6/11/2021	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission are additional insured for general liability and auto liability if required by written contract executed prior to loss.
Waiver of Subrogation applies for workers compensation if required by written contract executed prior to loss. The general liability and auto policies have been endorsed to provide 30 days notice of cancellation, except for cancellation for nonpayment of premium, in which case 10 days notice of cancellation will be provided.

CERTIFICATE HOLDER

City of Lincoln,
Lancaster County,
Lincoln-Lancaster County Public Building Commiss'n
555 South 10th Street
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

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of:

a. your ongoing operations for the additional insured; or

b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. 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 exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.;** 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.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

(2) A watercraft you do not own that is:

(a) Less than 60 feet long; and

(b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	**Deductible**
$5,000 Each Occurrence	$250 Per Claim
$10,000 Annual Aggregate	

a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

(1) insureds;

(2) claims made or "suits" brought;

(3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.

d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3), j.(4), j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

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E. **FIRE, LIGHTNING OR EXPLOSION DAMAGE**

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A,** the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance.**

F. **MEDICAL PAYMENTS**

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.,** that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. **SUPPLEMENTARY PAYMENTS**

Supplementary Payments – Coverages A and **B** Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

H. **SUBSIDIARIES AS INSUREDS**

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. **BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

   a. Currently in effect or becomes effective during the policy period; and

   b. Executed prior to an "occurrence" or offense to which this insurance would apply.

   However, the insurance afforded to such additional insured:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

   c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

   a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

   This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

   b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   (1) In connection with your premises; or

   (2) In the performance of your ongoing operations.

   With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

   This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

   (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   (2) Supervisory, inspection, architectural or engineering activities.

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This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

(1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) The insurance afforded any vendor does not apply to:

(a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by any vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

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(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

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(a) 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

(b) 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.

j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or
2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.

m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.

4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

If coverage provided to any 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:

a. Required by the contract or agreement; or

b. 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.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph **2.a. (1)** is amended to add the following:

e. Paragraphs **(a), (b),** and **(c)** do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph **2.a. (1) (d)** is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph **3.a.** is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph **6.** is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or $500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph **7.** is replaced by the following:

7. Subject to Paragraph **5.** above, $10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

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(a) No Coverage; or

(b) $1,000; or

(c) $5,000; or

(d) A limit higher than $10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph **2.** is amended to add the following:

e. The requirement in Condition **2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A member or manager, if you are a limited liability company;

(4) An "executive officer" or insurance manager, if you are a corporation; or

(5) A trustee, if you are a trust.

f. The requirement in Condition **2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A member or manager, if you are a limited liability company;

(4) An "executive officer" or insurance manager, if you are a corporation; or

(5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph **4. Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph **6. Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or

2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and

2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. AUTOMATIC ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement,

whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage,** Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. **Changes In Covered Autos Liability Coverage**

   The following is added to the **Who Is An Insured** provision:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. **Changes In General Conditions**

   Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

   For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   a. Any covered "auto" you lease, hire, rent or borrow; and

   b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

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Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

(1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.

(2) Any organization you acquire or form will not be considered an "insured" if:

(a) The organization is a partnership or a joint venture; or

(b) That organization is covered under other similar insurance.

(3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, **Supplementary Payments (2)** and **(4)** are replaced by the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph **5.** of Paragraph **B. Exclusions** in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

a. Up to $100 each time a covered "auto" of the private passenger type is disabled; or

b. Up to $500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph **a. Transportation Expenses** is replaced by the following:

(1) We will pay up to $75 per day to a maximum of $2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

(2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of $5,000 Per "Loss" are in addition to the sublimit in Paragraph **C.1.b.** of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

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If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

(1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.

(2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

(3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to $1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph **A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of $500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

c. Security deposits not returned by the lessor;

d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.

2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

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a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

4. Our payment is limited to the lesser of the following amounts:

   a. Necessary and actual expenses incurred; or

   b. $75 per day, subject to a $2,250 limit.

5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.

b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

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However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

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 person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

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 | Policy No. WCV 6112891 | Endorsement No.

Insured Total Fire & Security Inc. | Premium $

Insurance Company Accident Fund Insurance Company of America | Countersigned by_____

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AMENDMENT TO CONTRACT
Annual Supply - Ice Melt
Bid No. 19-153
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Egan Supply

This Amendment is hereby entered into by and between Egan Supply, 13838 Industrial Road, Omaha, NE 68137 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated August 12, 2019 executed under City Directorial Order No. 21990, and County Contract C-19-0621, dated August 13, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission, on August 13, 2019 , for Annual Supply – Ice Melt, Bid No. 16-270, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is August 12, 2019 through August 11, 2020, 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 August 12, 2020 through August 11, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $1,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed $2,100.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $500.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 21990 and County Contract C-19-0621, 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 August 12, 2020 through August 11, 2021.
2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $1,000.00 without approval by the City of Lincoln.
3) The expenditures for Lancaster County for the term of this renewal shall not exceed $2,100.00 without approval by the Lancaster County Board.
4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $500.00 without approval by the Public Building Commission.
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
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Supply - Ice Melt
Bid No. 19-153
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Egan Supply

Please sign, date and return within 2 days of receipt.

E-mail to: Debbie Winkler
dwinkler@lincoln.ne.gov

Company Name:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service	
Contact Phone Number:	

City of Lincoln Signature Page

CONTRACT
Annual Supply - Ice Melt
Bid No. 19-153
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Egan Supply

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Finance Director

Approved by Directorial Order No._____

dated _____

Lancaster County Signature Page

AMENDMENT TO CONTRACT
Annual Supply - Ice Melt
Bid No. 19-153
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Egan Supply

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Annual Supply - Ice Melt
Bid No. 19-153
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Egan Supply

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

AMENDMENT TO CONTRACT
Annual Supply - Ice Melt
Bid No. 19-153
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Helena Chemical Company

This Amendment is hereby entered into by and between Helena Chemical Company, 225 Schilling Blvd, Suite 300, Collierville, TN 38017 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated August 12, 2019 executed under City Directorial Order No. 21990, and County Contract C-19-0622, dated August 13, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission, on August 13, 2019 , for Annual Supply – Ice Melt, Bid No. 16-270, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is August 12, 2019 through August 11, 2020, 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 August 12, 2020 through August 11, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $3,600.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed $1,500.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $1,500.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 21990 and County Contract C-19-0622, 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 August 12, 2020 through August 11, 2021.
2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $3,600.00 without approval by the City of Lincoln.
3) The expenditures for Lancaster County for the term of this renewal shall not exceed $1,500.00 without approval by the Lancaster County Board.
4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $1,500.00 without approval by the Public Building Commission.
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
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Supply - Ice Melt
Bid No. 19-153
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Helena Chemical Company

Please sign, date and return within 2 days of receipt.

E-mail to: Debbie Winkler
dwinkler@lincoln.ne.gov

Company Name:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service	
Contact Phone Number:	

City of Lincoln Signature Page

CONTRACT
Annual Supply - Ice Melt
Bid No. 19-153
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Helena Chemical Company

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Finance Director

Approved by Directorial Order No._____

dated _____

Lancaster County Signature Page

AMENDMENT TO CONTRACT
Annual Supply - Ice Melt
Bid No. 19-153
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Helena Chemical Company

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Annual Supply - Ice Melt
Bid No. 19-153
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Helena Chemical Company

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

AMENDMENT TO CONTRACT
Annual Requirements
Window Cleaning Services
Bid No. 14-155
City of Lincoln-Lancaster County Public Building Commission
Reinstatement of Services
G&M Window Services LLC

This Amendment is hereby entered into by and between G&M Window Services LLC, 2045 South Folsom, Suite B, Lincoln, NE 68522 (hereinafter "Contractor") and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "PBC"), for the purpose of amending the Contract executed by the PBC, on August 12, 2014, for Annual Requirements - Window Cleaning Services, Bid No. 14-155, which is made a part hereof by this reference.

WHEREAS, the parties hereby reinstate services at the Hall of Justice, 575 South 10th Street and the 605 Building at 604 South 10th Street; and

WHEREAS, the expenditure for this service shall not exceed $10,000.00 for the remainder of the current term; and

WHEREAS, the revised contract total with the reinstatement of services shall not exceed $14,000.00 without approval by the City of Lincoln; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract and stated herein the parties agree as follows:

1) The parties hereby reinstate services at the Hall of Justice, 575 South 10th Street and the 605 Building at 604 South 10th Street.
2) The expenditure for this service shall not exceed $10,000.00 for the remainder of the current term.
3) The revised contract total with the reinstatement of services shall not exceed $14,000.00 without approval by the City of Lincoln.
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-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Requirements
Window Cleaning Services
Bid No. 14-155
City of Lincoln-Lancaster County Public Building Commission
Reinstatement of Services
G&M Window Services LLC

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

Mail to: City/County Purchasing
Attn: Brianne Crooks
440 So. 8th Street, Suite 200
Lincoln, NE 68508
Or email to: bcrooks@lincoln.ne.gov

Company Name:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for: Orders or Service	
Contact Phone Number:	

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Annual Requirements
Window Cleaning Services
Bid No. 14-155
City of Lincoln-Lancaster County Public Building Commission
Reinstatement of Services
G&M Window Services LLC

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

AMENDMENT TO CONTRACT
Water Treatment Service Program
Piggyback LPS Contact No. 9120
City of Lincoln-Lancaster County Public Building Commission
Name Change
Fremont Industries, LLC to Kurita America, Inc.

This Amendment is hereby entered into by and between Fremont Industries, LLC, PO Box 67, 4400 Valley Industrial Blvd. N, Shakopee, MN 55379-0067 (hereinafter "Contractor") and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "PBC"), for the purpose of amending the Contract executed October 10, 2017, for Water Treatment Service Program, Piggybacking the Lincoln Public School's Contract No. 9120, which is made a part of this amendment by this reference.

WHEREAS, the parties hereby change the name reflected in the Contract from Fremont Industries, LLC to Kurita America, Inc., as stated per Attachment A; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract executed by the PBC, all amendments thereto, and as stated herein, the parties agree as follows:

1) The parties hereby change the name reflected in the Contract from Fremont Industries, LLC to Kurita America, Inc., as stated per Attachment A.
2) 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-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Water Treatment Service Program
Piggyback LPS Contact No. 9120
City of Lincoln-Lancaster County Public Building Commission
Name Change
Fremont Industries, LLC to Kurita America, Inc.

Please sign, date and return within 2 days of receipt.

Mail to: City/County Purchasing
Attn: Lori L. Irons
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: llirons@lincoln.ne.gov

Company Name:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service	
Contact Phone Number:	

City of Lincoln-Lancaster County Public Building Commission

Signature Page

AMENDMENT TO CONTRACT
Water Treatment Service Program
Piggyback LPS Contact No. 9120
City of Lincoln-Lancaster County Public Building Commission
Name Change
Fremont Industries, LLC to Kurita America, Inc.

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

Attachment A

To whom it may concern,

Following the acquisition by Kurita, Fremont Industries has officially merged with other American holdings to be rebranded Kurita America effective April 1st, 2020.

Rest assured the service provided has not, nor will not be interrupted or change. Fremont Legacy is still intact with the same personnel, products and services.

Kurita is a highly respected water treatment service and supplier worldwide. The only noticeable change to our valued customers is the new branding.

If there are any questions and or concerns, please reach out to me as I would be happy to address them.

Thank you,

Art Klein

Senior Technical Service Representative of Kurita America

Cell # 402-326-4003, e-mail aklein@fremontind.com

AMENDMENT TO CONTRACT
Unit Price
Tree Trimming and Removal Services
Bid No. 18-066
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
New Heights Tree Service

This Amendment is hereby entered into by and between New Heights Tree Service, 13801 W. Panama, Crete, NE 68333 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated July 11, 2018, executed under City Executive Order No. 92033, and County Contract C-18-0382, dated July 10, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on July 10, 2018 , for Unit Price - Tree Trimming and Removal Services, Bid No. 18-066, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is July 20, 2018 through July 19, 2019, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Executive Order No. 93428, executed by the City on July 24, 2019, and by County Contract C-19-0554 executed by the County Board on July 16, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission on July 9, 2019, to renew the contract for an additional one (1) year term from July 20, 2019 through July 19, 2020; and

WHEREAS, the parties hereby extend the Contract for three (3) month term beginning July 20, 2020 through October 19, 2020; and

WHEREAS, the expenditures for the City of Lincoln for the term of this extension shall not exceed $50,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this extension shall not exceed $3,500.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this extension shall not exceed $1,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 92033 and County Contract C-18-0382, all amendments thereto, and as stated herein, the parties agree as follows:

1) The parties hereby extend the Contract for three (3) month term beginning July 20, 2020 through October 19, 2020.
2) The expenditures for the City of Lincoln for the term of this extension shall not exceed $50,000.00 without approval by the City of Lincoln.
3) The expenditures for Lancaster County for the term of this extension shall not exceed $3,500.00 without approval by the Lancaster County Board.

4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this extension shall not exceed $1,000.00 without approval by the Public Building Commission.
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
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Unit Price
Tree Trimming and Removal Services
Bid No. 18-066
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
New Heights Tree Service

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

Or email to: bcrooks@lincoln.ne.gov

Company Name:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service	
Contact Phone Number:	

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Unit Price
Tree Trimming and Removal Services
Bid No. 18-066
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
New Heights Tree Service

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
Unit Price
Tree Trimming and Removal Services
Bid No. 18-066
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
New Heights Tree Service

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Unit Price
Tree Trimming and Removal Services
Bid No. 18-066
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
New Heights Tree Service

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

AMENDMENT TO CONTRACT
Annual Supply
Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Increase
Office Interiors & Design, Inc.

This Amendment is hereby entered into by and between Office Interiors & Design, Inc., 121 Cherry Hill Blvd., Lincoln, NE 68510 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated June 19, 2018, executed under City Executive Order No. 91945, and County Contract C-18-0288, dated June 19, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on July 10, 2018, for Annual Supply - Office Seating, Bid No. 18-117, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is July 10, 2018 through July 9, 2019, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Executive Order No. 93426, executed by the City on July 24, 2019, and by County Contract C-19-0551 executed by the County Board on July 16, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission on July 9, 2019, to renew the contract for an additional one (1) year term from July 10, 2019 through July 9, 2020; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning July 10, 2020 through July 9, 2021; and

WHEREAS, the parties hereby amend the Contract to reflect a price increase per Attachment A; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $45,000.00 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 $30,000.00 for Contracts without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $5,000.00 for Contracts without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 91915 and County Contract C-18-0288, 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 July 10, 2020 through July 9, 2021.
2) The parties hereby amend the Contract to reflect a price increase per Attachment A.

3) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $45,000.00 for Contracts without approval by the City of Lincoln.
4) The expenditures for Lancaster County for the term of this renewal shall not exceed $30,000.00 for Contracts without approval by the Lancaster County Board.
5) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $5,000.00 for Contracts without approval by the Public Building Commission.
6) 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
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Increase
Office Interiors & Design, Inc.

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:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service	
Contact Phone Number:	

City of Lincoln Signature Page

CONTRACT
Annual Supply
Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Increase
Office Interiors & Design, 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

AMENDMENT TO CONTRACT
Annual Supply
Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Increase
Office Interiors & Design, Inc.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Increase
Office Interiors & Design, Inc.

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

OFFICE INTERIORS
& DESIGN

Sharon Mulder CPM
City of Lincoln / Lancaster County Purchasing
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Dear Sharon,

This letter is regarding the Office Seating contract 18-117 between Office Interiors & Design and City of Lincoln / Lancaster County. Office Interiors would like to renew this contract with updated pricing for all seating. The Seating Manufacturers Teknion, SitOnIt, and Via have all had price increases (please see the attachments).

Please let me know if you have any questions regarding this new pricing or anything else regarding the Office Seating we have had under contract. We value the opportunity to continue working with you and Purchasing Department.

I will be sending another email regarding amount of expenditures during the current contract term per the emailed request dated 5/17/2020. Thank-you,

Nancy Kraft

Director of Workplace Solutions

OFFICE INTERIORS
& DESIGN

Via "Proform"

172-67CSS-38A6-18BB-16HP-19AB
High Back Quick Adjust Synchro-Control Task Chair w/Parallel Stitched Back, Seat Slider, Adj Ht/W Upright Arm w/06 Pad, Std. Black Base, Std Carpet Caster

Grade A Fabric
$562.73

Delivery Fee--$36.75 per chair

6/20

1401 DAHLBERG DRIVE, SUITE A
LINCOLN, NE 68512

(402) 484-7500
WWW.OIDINC.COM

1951 ST. MARYS AVENUE
OMAHA, NE 68102

OFFICE INTERIORS
& DESIGN

Teknion "Savera" NSAMH1QP-1EF

High-Back Multi-Tilt Task Chair, Seat Depth Adj Std, Std. Cylinder, Ebony base, Carpet Casters & 4D Arms

Grade 1 fabric $413.70

Delivery Fee--$36.75 per chair

6/20

1401 DAHLBERG DRIVE, SUITE A
LINCOLN, NE 68512

(402) 484-7500
WWW.OIDINC.COM

1951 ST. MARYS AVENUE
OMAHA, NE 68102

OFFICE INTERIORS
& DESIGN

Teknion "Savera XL"

NSAXF1GP-1E

XL Synchro-Tilt Task Chair, Mid Back, Generous Arms, Short or Long Seat Depth Adj., Std. Cylinder, Ebony Base

Grade 1 fabric

$579.55

Delivery Fee--$36.75 per chair

6/20

1401 DAHLBERG DRIVE, SUITE A
LINCOLN, NE 68512

(402) 484-7500
WWW.OIDINC.COM

1951 ST. MARYS AVENUE
OMAHA, NE 68102

OFFICE INTERIORS
& DESIGN

Sit On It "Prava"

6423Y/E3.AR8.E3.B8.C16

High Back Enhanced Synchro Chair, Seat Depth Adj, 6-Way Adj. Arms, Brushed Aluminum Base, Carpet Casters

Grade 1 Fabric/Faux

$553.35

Delivery Fee--$36.75 per chair

6/20

1401 DAHLBERG DRIVE, SUITE A
LINCOLN, NE 68512

(402) 484-7500
WWW.OIDINC.COM

1951 ST. MARYS AVENUE
OMAHA, NE 68102

AMENDMENT TO CONTRACT
Annual Supply
Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Contract Change
encompas

This Amendment is hereby entered into by and between encompas, 707 S 15th Street, Omaha, NE 68102 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated June 19, 2018, executed under City Executive Order No. 91945, and County Contract C-18-0288, dated June 19, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on July 10, 2018, for Annual Supply - Office Seating, Bid No. 18-117, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is July 10, 2018 through July 9, 2019, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Executive Order No. 93426, executed by the City on July 24, 2019, and by County Contract C-19-0550 executed by the County Board on July 16, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission on July 9, 2019, to renew the contract for an additional one (1) year term from July 10, 2019 through July 9, 2020; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning July 10, 2020 through July 9, 2021; and

WHEREAS, the parties hereby amend the Contract to add the Soji Task Chair, per Attachment A; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $45,000.00 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 $30,000.00 for Contracts without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $5,000.00 for Contracts without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 91915 and County Contract C-18-0288, 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 July 10, 2020 through July 9, 2021.
2) The parties hereby amend the Contract to add the Soji Task Chair, per Attachment A.

3) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $45,000.00 for Contracts without approval by the City of Lincoln.
4) The expenditures for Lancaster County for the term of this renewal shall not exceed $30,000.00 for Contracts without approval by the Lancaster County Board.
5) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $5,000.00 for Contracts without approval by the Public Building Commission.
6) 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
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Contract Changes
encompas

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:	encompas
By: (Please Sign)	
By: (Please Print)	HERMAN J. WEIST
Title:	PRINCIPAL
Company Address:	1425 JONES, OMAHA, NEBRASKA 68102
Company Phone & Fax:	402.991.7471
E-Mail Address:	HERMAN@ENCOMPAS.COM
Date:	6.26.2020
Contact Person for Orders or Service	WENDY O'BRIEN
Contact Phone Number:	402.499.7251

City of Lincoln Signature Page

CONTRACT
Annual Supply
Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Contract Changes
encompas

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 Supply
Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Contract Changes
encompas

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Contract Changes
encompas

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

encompas

Monday, January 13, 2020
3:48:13 PM

City of Lincoln - Soji Task Chair

Item	Catalog	Qty.	Product	Price Unit	Price Extended
1	HSS	1	**SJT-20-714A5A** Soji Task,Fab St /Mesh Bk,4D Arm,Lum,Bk Lock Fwd Tlt,Adj Seat,Plst Base,Hrd Cstr,Assembled	$381.69	$381.69

Seat 1 Color	(4H)	BLANKET GRD A
Seat 1 Color	,4H-BD	BINDLE GRD A
Back 1 Color (Inside)	,XT-1	CARBON GRD A
Trim Color	,TR-F	BLACK GRD A
Base Color	,TR-F	BLACK GRD A

Product Total: $381.69

Grand Total: $381.69

Approval Signature:_____

encompas

1

Haworth: Soji Task Chair

Order: # SJT-20-714A5A $381.69

(Delivery: $52.50 for 1st chair…….$14.50 for each additional chair on same order)

Fabric:_____*(example: **Blanket / Beach 4H-BE**…..see Seating Fabric pattern cards)*

Trim:_____ Black / TR-F Fog / TR-7 Snow / TR-FM

*(example: **Black / TR-F**……..see options above)*

Mesh Back:_____

Carbon / XT-1 Cayenne / XT-2 Clay / XT-3

Juniper / XT-4 Mist / XT-5 Navy / XT-6 Ocean / XT-7

Pumpkin / XT-8 Steel / XT-9 Stone / XT-10 Water / XT-11

(*example: **Carbon / XT-1**……..see options above & Soji Mesh sample ring)*

Base: Black / TR-F Fog / TR-7

1425 jones street
omaha, nebraska 68102
t: 402.991.7471
F: 402.991.7472

AMENDMENT TO CONTRACT
Annual Supply
Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Contract Change
All Makes Office Equipment Co. of Lincoln

This Amendment is hereby entered into by and between All Makes Office Equipment Co. Of Lincoln, 3333 O Street, Lincoln, NE 68510 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated June 19, 2018, executed under City Executive Order No. 91945, and County Contract C-18-0288, dated June 19, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on July 10, 2018, for Annual Supply - Office Seating, Bid No. 18-117, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is July 10, 2018 through July 9, 2019, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Executive Order No. 93426, executed by the City on July 24, 2019, and by County Contract C-19-0549 executed by the County Board on July 16, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission on July 9, 2019, to renew the contract for an additional one (1) year term from July 10, 2019 through July 9, 2020; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning July 10, 2020 through July 9, 2021; and

WHEREAS, the parties hereby amend the Contract to remove the Allsteel Mimeo Task Chair and add the Allsteel Evo Task Chair, per Attachment A; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $45,000.00 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 $30,000.00 for Contracts without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $5,000.00 for Contracts without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 91915 and County Contract C-18-0288, 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 July 10, 2020 through July 9, 2021.
2) The parties hereby amend the Contract to remove the Allsteel Mimeo Task Chair and add the Allsteel Evo Task Chair, per Attachment A.

3) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $45,000.00 for Contracts without approval by the City of Lincoln.
4) The expenditures for Lancaster County for the term of this renewal shall not exceed $30,000.00 for Contracts without approval by the Lancaster County Board.
5) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $5,000.00 for Contracts without approval by the Public Building Commission.
6) 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
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Contract Change
All Makes Office Equipment Co. of Lincoln

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:	All Makes Office Equipment Co. of Lincoln
By: (Please Sign)	Amee Zetzman
By: (Please Print)	AMEE ZETZMAN
Title:	President / CEO / Owner
Company Address:	3333 O Street
Company Phone & Fax:	402 477 7131
E-Mail Address:	ameez@allmakes.com
Date:	6/26/2020
Contact Person for Orders or Service	Amy Orth
Contact Phone Number:	402 470 7344

City of Lincoln Signature Page

CONTRACT
Annual Supply
Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Contract Change
All Makes Office Equipment Co. of 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 Supply
Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Contract Change
All Makes Office Equipment Co. of Lincoln

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Contract Change
All Makes Office Equipment Co. of Lincoln

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

all makes

June 17, 2020

Sharon Mulder
City of Lincoln – Lancaster County Purchasing
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Sharon,

All Makes will honor the price of $569.50 for the Allsteel Evo chair in a Grade 1 fabric until July 9th, 2021.

Sincerely,

Amy Orth

Amy Orth
Dealer Sales Representative | All Makes
P 402.473.8327 **|** E amyo@allmakes.com

Allsteel Evo Task Chair

DWW-MHWNO

Frame Finish: Black

Base Finish: Black

Mesh Back Colors

Clay Dusk Lustre Mist Navy

Fabric: _____ (EX: Inertia NR22 Loft)

AMENDMENT TO CONTRACT
Annual Supply - Ice Melt
Bid No. 19-153
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Nebraska Landscape Solutions, Inc.

This Amendment is hereby entered into by and between Nebraska Landscape Solutions, Inc., 2120 Cornhusker Hwy., Suite C, Lincoln, NE 68521-1475 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated August 12, 2019 executed under City Directorial Order No. 21990, and County Contract C-19-0620, dated August 13, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission, on August 13, 2019 , for Annual Supply – Ice Melt, Bid No. 16-270, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is August 12, 2019 through August 11, 2020, 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 August 12, 2020 through August 11, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $9,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed $5,000.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $2,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 21990 and County Contract C-19-0620, 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 August 12, 2020 through August 11, 2021.
2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $9,000.00 without approval by the City of Lincoln.
3) The expenditures for Lancaster County for the term of this renewal shall not exceed $5,000.00 without approval by the Lancaster County Board.
4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $2,000.00 without approval by the Public Building Commission.
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
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Supply - Ice Melt
Bid No. 19-153
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Nebraska Landscape Solutions, Inc.

Please sign, date and return within 2 days of receipt.

E-mail to: Debbie Winkler
dwinkler@lincoln.ne.gov

Company Name:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service	
Contact Phone Number:	

City of Lincoln Signature Page

CONTRACT
Annual Supply - Ice Melt
Bid No. 19-153
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Nebraska Landscape Solutions, Inc.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Finance Director

Approved by Directorial Order No._____

dated _____

Lancaster County Signature Page

AMENDMENT TO CONTRACT
Annual Supply - Ice Melt
Bid No. 19-153
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Nebraska Landscape Solutions, Inc.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

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dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Annual Supply - Ice Melt
Bid No. 19-153
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Nebraska Landscape Solutions, Inc.

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____