

**Amendment to Lease Agreement
for Bobcat S750 Skid Loader Rental
Bid No. 4647
City of Lincoln
First/Final Extension**

This Amendment is hereby entered into by and between Hamilton Equipment Company, 8801 Highway 6, Lincoln, NE 68507 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending a Lease Agreement dated December 12, 2013, under Directorial Order No. 10438, (the "Agreement"), for Bobcat S750 Skid Loader Rental, Bid No. 4647, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is December 12, 2013 through December 11, 2014; and

WHEREAS, the parties wish to extend the Agreement beginning December 12, 2014 through December 11, 2015; and

WHEREAS, the estimated expenditures for the term of this extension shall not exceed \$3,000.00 without prior approval by the City of Lincoln. The City agrees to pay \$9.00 per hour in excess of the 250 hours on the hour meter upon return of the Vehicle.

WHEREAS, the machine number of the equipment the City will rent is Model S750/SN#ATDZ14545, as per Attachment A.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under Directorial Order No. 10438, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties wish to extend the Agreement beginning December 12, 2014 through December 11, 2015.
- 2) The estimated expenditures for the term of this extension shall not exceed \$3,000.00 without prior approval by the City of Lincoln. The City agrees to pay \$9.00 per hour in excess of the 250 hours on the hour meter upon return of the Vehicle.
- 3) The machine number of the equipment the City will rent is Model S750/SN#ATDZ14545.
- 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.

Official City Use Only

Dated this <u>5</u> day
of <u>January</u> <u>2015</u> 2014

_____ Director, Public Works & Utilities

Company Name: (Please Print)	Hamilton Equipment Company.
By: (Please Sign)	
By: (Please Print)	Brian E. Motschenbacher
Title: (Please Print)	Sales Manager
Company Address:	8801 Highway 6 Lincoln, NE 68507.
Company Phone & Fax:	(402) 464-6381 (402) 464-5989.
E-Mail Address:	brian@hamiltonequipmentco.com.
Contact Person For: "Orders or Service"	Brian Motschenbacher.
Phone Number:	(402) 464-6381
Date:	12-17-14.

HAMILTON EQUIPMENT COMPANY

8801 HIGHWAY 6
LINCOLN, NEBRASKA 68507

(402) 464-6381 FAX: (402) 464-5989
WWW.HAMILTONEQUIPMENTCO.COM

December 15, 2014

City / County Purchasing
Sharon Mulder

2015 Bobcat & Attachment Lease Pricing

Lancaster County	
Bobcat S750 & Bucket SN# ATDZ14544	\$2,340.00
City of Lincoln	
Bobcat S750 & Bucket SN# ATDZ14545	\$2,340.00
48" Pallet Forks / No SN#	\$300.00
Pinnacle #1	
Bobcat S750 & Bucket SN# ATDZ14546	\$2,340.00
84" Angle Broom SN# 231419725	\$925.00
72" Bucket Sweeper SN# 78371800	\$725.00
Pinnacle #2	
Bobcat S750 & Bucket SN# ATDZ14543	\$2,340.00
96" Snow Blade SN# 683809324	\$925.00
96" Snow Blade SN# 683809325	\$925.00

If, you have any questions please let me know.

Thank you,



Brian Motschenbacher
Sales Manager

RENTAL AGREEMENT
CITY OF LINCOLN
BOBCAT S750 SKID LOADER RENTAL
Bid No. 4647

THIS LEASE AGREEMENT, made and entered into by and between the City of Lincoln, Nebraska, hereinafter referred to as "City" and Hamilton Equipment Co., hereinafter referred to as "Owner".

WHEREAS, the City, is responsible for providing road improvement and maintenance to the streets and roads located within its jurisdiction; and

WHEREAS, it is desirable for the City to enter into a rental agreement for a 4-Wheel Skid Loader in order to aid the City in the execution of its duties; and

WHEREAS, Owner owns a Bobcat S750 Skid Loader suitable to the needs of the City and is willing to rent such Bobcat S750 Skid Loader to the City.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties hereto, as follows:

1. The Owner agrees to rent to the City for \$195.00 per month and other good and valuable consideration a Bobcat S750 Skid Loader with 74" bucket, Serial Number ATDZ13340 (the Vehicle). Total compensation under this agreement shall not exceed \$2,340.00 without the prior written approval of the City. The City also agrees to pay \$25 per month for rental of a 48" Pallet Fork/Frame for a total compensation not to exceed \$300.00. As additional consideration the City agrees to pay \$9.00 per hour for every hour in excess of 250 hours on the hour meter of the above Vehicle upon the return of the Vehicle at the end of the rental term.

2. The Owner agrees to and shall have the following duties and responsibilities
 - A. To rent and provide to the City a Bobcat S750 Skid Loader with 74" bucket, Serial Number ATDZ13340 and 48" Pallet Forks.

 - B. To provide and pay for all maintenance, service, repair, taxes, licensing and registration cost for the Vehicle described above throughout the term of this rental agreement, as follows:
 1. The Owner agrees to honor the manufacturer's warranty and will perform any necessary warranty repairs. In the event that a warranty repair should take over four (4) hours to complete, then the Owner shall provide and deliver a loaner Vehicle to the City.

 2. The Owner reserves the right to exchange the Vehicle for a new unit of the same make and model at any time during the rental term at no additional charge or cost to the City.

 - C. To deliver the Vehicle at the beginning of the rental period and pick up the Vehicle at the end of the rental term. The time for Delivery and pickup of the Vehicle shall be mutually agreed upon by the parties.

 - D. To pay all cost of all licensing, registration of the Vehicle in the Owner's name, and such taxes as are specified shall be paid for by the Owner, and the Owner shall pay all other taxes and/or government assessments, fees and charges imposed on or in connection with the Vehicle operated pursuant to this agreement.

3. The City agrees to and shall have the following responsibilities:
 - A. The City shall be responsible for the cost of all gasoline, oil required between changes, and all washing, polishing and storage, to the extent necessary to maintain the Vehicle in good condition.
 - B. The City will pay for any damage incurred to the Vehicle during rental term, excluding normal and fair wear and tear, upon return of the Vehicle at the end of the rental term.
 - C. The City will pay for all repairs and maintenance not covered by the manufacturer's warranty.
 - D. The City shall keep and maintain the Vehicle in good operating condition and working order, using as a guide the maintenance program prescribed in the Operator's manual, and shall perform all preventative maintenance required to insure full validation of the manufacturer's warranty.
 - E. Insure the vehicle during the rental term. Prior to delivery of the Vehicle, proof of insurance will be provided to the Owner.
 1. Insurance shall be endorsed to provide that Insurer will notify the Owner immediately in the event the insurance should be materially altered or canceled.
 2. The Owner and the City, their agents or employees, shall comply with all the terms and conditions of said insurance policy, including the immediate reporting of all accidents to the Owner, and do all things necessary to protect or preserve the other party's rights as a named insured in said insurance policy.
 3. The City agrees to indemnify and hold harmless the Owner and its Officers against all losses, liabilities, damages, injuries, claims, demands, costs and expenses of every kind, whether or not covered by insurance, including legal fees and disbursements arising out of and in connection with the use, condition, and operation of the Vehicle during the rental term.
 - F. To provide transportation of the Vehicle during the rental term.
 - G. Make the Vehicle available to the Owner for any and all warranty repairs.
3. This Rental Agreement shall take effect on upon execution of the parties and shall continue for one year from the date of execution. This will be a one (1) year agreement.
4. This Rental Agreement may be terminated by either party hereto at any time by rendition of written notice of such intent to the other party at least fourteen (14) days prior to the proposed date of termination.
5. The parties hereby agree that this agreement constitutes the entire understanding of the parties and supersedes all prior contracts, agreements and negotiations between the parties whether verbal or written.
6. This agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

EXECUTED this 26 day of November, 2013, by Owner, Hamilton Equipment Co.

Hamilton Equipment Co.

By: *Christopher B.*

Title: *Secretary*

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Niki Exposito

Director, Public Works & Utilities

Approved by:

Directorial Order No. 10438

Dated 12/12/13

HAMILTON EQUIPMENT COMPANY

8801 HIGHWAY 6
LINCOLN, NEBRASKA 68507

(402) 464-6381 FAX: (402) 464-5989
WWW.HAMILTONEQUIPMENTCO.COM

October 28, 2013

Lincoln Purchasing Department
Sharon R. Mulder

Re: Bid 4647 Skid Steer Lease

Proposal for 48" Pallet Fork for Skid Steer Lease

Bobcat Brand 48" Pallet Fork and Frame

- Meets ISO 2330:2002 Standards for Yield and Fatigue Tests
- Entry / Exit Step

Model: 48" Pallet Fork / Frame

SN#: Does Not Apply

Lease rate per unit / per month.....\$25.00

If you have any questions, please give me a call.



Brian E. Motschenbacher
Sales Manager

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address	440 S. 8th Street Suite 200 Lincoln, NE 68508	Address	
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder, Asst. Purchasing Agent	Contact	
Phone	(402) 441-7410	Department	Purchasing	Department	
Fax	(402) 441-6513	Building		Building	
Bid Number	4647	Floor/Room		Floor/Room	
Title	Skid Loader Lease	Telephone	(402) 441-7428	Telephone	
Bid Type	Quote	Fax	(402) 441-6513	Fax	
Issue Date	10/17/2013	Email	smulder@lincoln.ne.gov	Email	
Close Date	10/22/2013 3:00:00 PM CT				
Need by Date					

Supplier Information

Company	Hamilton Equipment Co
Address	8801 Highway 6 Lincoln, NE 68507
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 4646381
Fax	1 (402) 4645989
Email	
Submitted	10/22/2013 9:38:28 AM CT
Total	\$2,340.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Contact	Name of person submitting this bid:	Brian Motschenbacher
3	Cost Per Hour Fee	List the cost for each hour over 250 hours during the term of the contract.	9.00
4	Lease Extension	Is your company willing to extend your offer for additional years at the same pricing and under the same terms with a new machine each year? YES or NO. If YES, please list the number of years:	Yes / One additional years
5	Wheel or Track Driven	Please supply the price difference between the Skid Loader being wheel or track driven.	18.00
6	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	12	MONTHS	4 Wheel Skid Loader Lease Agreement ONLY PROVIDE THE PER MONTH COST PER MACHINE	\$195.00

Item Notes:
The City of Lincoln and Lancaster County wish to enter into a lease agreement for at least 2 - 4 Wheel Skid Loaders.
Initial term of lease will be 1 year from date of execution.
Vendor shall indicate in Attribute section if additional terms are available under the same terms.
Maximum of 250 hours per year with option to purchase additional hours at a set fee.
Vendor shall indicate hourly fee in the Attribute Section.
Loader shall meet the emissions standards.
Loader shall be a minimum of Net 69 PH. Models meeting HP requirements include:
CAT 246C
Bobcat S630
John Deere 326E
Minimum operating weight app. 7,400lbs.
Rated Operating Capacity of 2,300lbs or greater.
High Flow Hydraulic System - from 33gpm min. to 37gpm
Sealed Cab with Heat and Air conditioning.
Industrial/Construction Bucket with minimum width of 72".
Prefer Loader with Radial Lift.
Vendor shall provide a reversible cutting edge on the bucket.
Prefer Joy Stick Control.
All brands will be considered.
Price must include delivery to and pickup from County Engineer Shop, Ashland Water Treatment Plant and any other location within the Lincoln City Limits.

Supplier Notes: Machine will have Advanced Hydraulic Control System, Electrical Control Harness and Two Speed as Standard Equipment. Bucket will be a 74" Construction / Industrial with bolt-on reversable edge. Verticle Lift

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide the Manufacturer and Model of product you are bidding.	Bobcat S750
2	Bucket Information	Please provide the Bucket size and type you are bidding.	74 Construction / Industrial with bolt-on reversable edge

2	1	EA	Option: Electrical Control Wiring Harness	\$0.00
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Item Notes:
For a County owned Bobcat Brand 18" Pavement Planner Attachment.
Attachment may be inspected at Lancaster County Shop.
Contact Bill Fleisher at 402-441-7797

Supplier Notes: Standard equipment on machine proposed. Will provided harness for planer if planer harness has been modified to work on other brand machines. No Charge

3	1	EA	Option: Advanced Hydraulic Control System	\$0.00
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Item Notes:
For the model you are proposing in line item number 1.

Supplier Notes: Standard equipment on machine proposed. No Charge

4	1	EA	Option: Two Speed Transmission	\$0.00
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Item Notes:
Price should be what the additional transmission would cost.

Supplier Notes: Standard equipment on machine proposed. No Charge

Response Total: \$2,340.00
