

**Amendment to Agreement
Leased Seasonal Motor Graders
Bid No. 4265
City of Lincoln
Second Renewal**

This Amendment is hereby entered into by and between Murphy Tractor & Equipment Co., Inc., 6100 Arbor Road, Lincoln, NE 68517 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated December 11, 2014, under E. O. No. 85619, (the "Agreement"), for Four (4) each Leased Seasonal Motor Graders, Bid No. 4265, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is December 11, 2012 through December 10, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties;

WHEREAS, the Agreement was amended by the City E.O. 86444 on September 9, 2013 to renew the agreement for an additional one (1) year period from December 11, 2013 through December 10, 2014; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning December 11, 2014 through December 10, 2015; and

WHEREAS, the parties wish to amend the Agreement to reflect the pricing on the attached Equipment Rental Agreement, Attachment A.

WHEREAS, the estimated expenditures for Public Works & Utilities for the term of this renewal shall not exceed \$47,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City E.O. No. 85619, and stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from December 11, 2014 through December 10, 2015
- 2) The parties wish to amend the Agreement to reflect the pricing on the attached Equipment Rental Agreement, Attachment A.
- 3) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$47,000.00 without prior approval by the City of Lincoln.
- 4) All other terms of the Agreement, 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>12th</u> day
of <u>Nov.</u> 2014

Mayor

Supplier, please fill out the following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Murphy Tractor Equip CO.
By: (Please Sign)	<i>John Spellman</i>
By: (Please Print)	John Spellman
Title:	Branch Manager
Company Address:	6100 Arbor Rd, Lincoln Ne 68517
Company Phone & Fax:	402.467.1300 - 402.467.1927
E-Mail Address:	jspellman@murphytractor.com
Date:	10-13-2014
Contact Person for: "Orders or Service"	John Spellman
Phone Number:	402-467-1300

EQUIPMENT RENTAL AGREEMENT				MURPHY TRACTOR & EQUIPMENT CO., INC.		
LESSEE NAME CITY OF LINCOLN FLEET SERVICES						
STREET ADDRESS 901 WEST BOND SUITE 160 DOOR Q				DATE 10/9/2014	GOVT. BID NUMBER	DEALER ACCOUNT NUMBER 177833
CITY LINCOLN	STATE NE	ZIP CODE 68521		LESSOR NAME & ADDRESS Murphy Tractor & Equipment Co., Inc. 6100 ARBOR RD LINCOLN NE 68517-3211 4024671300		
TELEPHONE 402-441-7705						
NAME OF CONTACT JIM		PURCHASE ORDER NO. BID #4265		PURCHASER TYPE: 3 - State/Province MARKET USE: 49		
EQUIPMENT WILL BE USED AT (County) LANCASTER		(City) LINCOLN	(State) NE	COUNTY CODE NE109	CONTRACT NO 105060	

Rentals are Payable In Advance of Use of Equipment

RENTAL TERM Begin Date: 11/15/2014 End Date: 2/14/2015	RENTAL IS: \$3,850.00 Per <input type="checkbox"/> Hour <input type="checkbox"/> Day <input type="checkbox"/> Week <input checked="" type="checkbox"/> Month	MINIMUM RENTAL GUARANTEED BY LESSEE \$0.00	ADDITIONAL CHARGES (Specify) \$0.00
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DESCRIPTION OF RENTAL EQUIPMENT

Stock No	Make	Model	Reg No.	PIN No.	Hour Meter Reading	Present Value
125265	JOHN DEERE	670G		DW670GX625227	2272	\$159811.00
116739	JOHN DEERE	670G	U9616	1DW670GXVA0629733	1214	\$225009.00
91794	JOHN DEERE	AT307731	N50480		0	\$1991.00
116556	JOHN DEERE	670G	U9451	DW670GX625511	2845	\$167500.00
116555	JOHN DEERE	670G	U9450	DW670GX625584	2832	\$167500.00

Lessor hereby leases to Lessee the equipment identified above ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at the address shown above, subject to the provisions of paragraph 4 on the reverse side hereof. The Equipment will be transported to and from Lessor's place of business during the rental term at Lessee's expense. Lessee also agrees to pay any additional charges noted above upon or before receiving the Equipment from the Lessor.

It is contemplated that the Equipment will be operated for not more than:

NO. OF HOURS IN ANY ONE DAY 8	NO. OF HOURS IN ANY ONE WEEK 40	NO. OF HOURS IN ANY ONE MONTH 173
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Lessee agrees to pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours of use will be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If an hour meter is furnished, (1) Lessee agrees to keep it connected to the Equipment and in good working condition at all times, and (2) it will be used as the conclusive measure of the number of hours of operation.

If Lessee fails to return the Equipment by the end of the rental term, Lessee will pay additional rental, prorated at one and one-half times the normal rental, for each day that the Equipment remains unreturned.

Lessee assumes all risks and liability for and agrees to hold Lessor and its assign harmless from all personal injuries and death, property damage, suits, claims (including third party claims), losses, expenses, costs, and attorney fees, arising from or in connection with the Lessee's use, possession, entrustment to others, or transportation of the Equipment. Lessee, at Lessee's own expense, will carry general liability insurance with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 aggregate, unless greater liability limits are specified below.

PER OCCURRENCE LIMIT \$0.00	PER AGGREGATE LIMIT \$0.00
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Lessee agrees to furnish a certificate of insurance to Lessor's satisfaction evidencing Lessee's compliance with the foregoing requirement and name the Lessor as an additional insured on the Lessee's general liability policy upon demand by Lessor.

Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession. The amount of any such loss or damage will be based on the value shown above. Damage to the Equipment, other than a total loss, will not abate or excuse the making of prescribed rental payments. Lessee agrees to use and care for the Equipment in a careful and prudent manner.

Lessee agrees to pay all operating and maintenance expenses while the Equipment is out of the Lessor's possession, and to make or secure any needed repairs. All repairs shall be at Lessee's expense, except to the extent that Lessor performs repairs and obtains compensation for doing so from the manufacturer. To the extent permitted by law, neither Lessor, its assigns, the wholesale distributor or manufacturer makes any representation or promise as to the quality, performance or freedom from defect of the Equipment, and NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE. Neither Lessor, its assigns, the wholesale distributor or manufacturer will be liable for any incidental or consequential damages which may result from the use, performance or failure of the Equipment. Lessee acknowledges that the Equipment is of a size, design and capacity selected by Lessee and that Lessee is satisfied that the Equipment is suitable for Lessee's purposes.

Lessee will return the Equipment to Lessor in as good condition as received, reasonable wear and tear excepted, by the end of the rental term. If the Equipment is not in such good condition upon its return to Lessor and Lessor elects to repair it, Lessee will pay for such repairs at Lessor's regular shop rates.

Lessor may, at Lessor's option, replace the Equipment with a similar machine at any time during the rental term. Lessor will notify Lessee if Lessor intends to exercise this option, and Lessee will have three (3) business days following such notice in which to exercise the purchase option provided below or return the Equipment to Lessor. Upon return of the Equipment to Lessor, the rental term hereunder shall terminate, and the parties will enter into a new original Rental Agreement covering the replacement machine. Such new Rental Agreement shall extend, at a minimum, for the remainder of this Rental Agreement's rental term and have a rental rate no greater than the rate for rental of the Equipment hereunder.

Upon or before the end of the rental term, Lessee may elect to purchase the Equipment for the "Total Present Value" specified on this Rental Agreement, and may apply to such purchase price % of all rentals previously paid. An election to purchase will be evidenced by execution of a purchase order form supplied by Lessor.

THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT BELOW.

LESSEE (Customer) - All new equipment rented hereunder was received with Operator's Manuals, and operation and servicing have been explained to me. Signature: _____ Date: _____	LESSOR (Dealer) - The equipment rented hereunder was set up, inspected and, if new, adjusted according to factory recommendations before delivery. Operation and servicing have been explained to the Lessee. Signature:  Date: 10-9-2014
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RENTAL AGREEMENT

1. General. The above-named Lessor hereby leases to the above named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at the address shown above or to such other person and address as Lessor may direct from time to time. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof. Lessee agrees to remit to Lessor the rental payments and all other amounts when due and payable, even if Lessor does not send Lessee a bill or an invoice. Lessee agrees that any amount due under this Rental Agreement, may, if specified above, at the option of the Lessor, be submitted by Lessor as a charge authorized by Lessee to the PowerPlan or Farm Plan account of Lessee, and Lessee agrees that the terms of that account shall thereafter apply to any accepted charges. For any payment which is not received by its due date, Lessee agrees to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks Lessee sends to Lessor will not change or reduce Lessee's obligations to Lessor. If a payment is returned to Lessor by the bank for any reason, Lessee agrees to pay Lessor a fee of \$50.00, or the maximum amount permitted by law, whichever is less. Rental payments and other payments may be applied, at Lessor's discretion, to any obligation Lessee may have to Lessor or its assignee or any affiliate of Lessor or its assignee. If the total of all payments made during the rental term exceeds the total of all amounts due under the Rental Agreement by less than \$50, Lessor may retain such excess. Rental terms and conditions from all invoices, monthly statements, or other agreements between Lessor and Lessee are hereby incorporated into this Rental Agreement. **LESSEE'S PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.**

2. Security Deposit. Any Security Deposit will be held by Lessor in a non-interest bearing account, commingled with other funds. Lessor may apply the Security Deposit to any amounts due under the Rental Agreement and, if Lessor does so, Lessee agrees to promptly remit to Lessor the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to Lessee within thirty days of termination of the Rental Agreement and final inspection by Lessor, provided Lessee is not in default.

3. Equipment Use. LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. Lessor is the owner of the Equipment and the Lessee has only the right to use the Equipment under the terms of this Rental Agreement. You agree to USE THE EQUIPMENT ONLY FOR, CONSTRUCTION, AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. It is contemplated that the Equipment will be operated for not more than the Maximum Hours specified above, and Lessee agrees to pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of the Maximum Hours. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is rented for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours or operation. Lessee agrees to affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings Lessor may provide. Lessee agrees to pay \$1,500.00 if the hour meter is damaged or rendered inoperative during the term of this Rental Agreement. Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession. Damage to the Equipment, shall not abate or excuse the making of prescribed rental payments.

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at Lessee's sole expense, any and all repairs. Lessee agrees (a) to not move the Equipment to another county or state without notifying Lessor within 30 days; (b) to operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) to perform (at Lessee's expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to Lessee, reasonable wear excepted; (d) to not install any accessory or device on the Equipment, unless it can be removed without damaging the Equipment or in any way affecting the value, useful life, or originally intended use of the Equipment; (e) to not represent the Equipment as owned by Lessee or to pledge the Equipment as collateral to any lender or other party; (f) to load, unload, transport, and secure for transport, in accordance with all laws; (g) to acquire or purchase all proper permits in compliance with all federal and state traffic law. Upon any expiration or termination of this Rental Agreement, all Equipment shall be returned by Lessee at Lessee's sole expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered it to Lessee, reasonable wear excepted, and conforms to any maintenance standards incorporated into the Rental Agreement. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates. If Lessee fails to return the Equipment promptly upon any expiration or termination of this Rental Agreement, additional rent shall be payable by Lessee for each day the Lessee remains in possession of the Equipment, in an amount prorated at one and one-half times the normal rental payment amount. Lessee agrees to keep the Equipment free and clear of liens and encumbrances, except those in Lessor's favor, and promptly notify Lessor if a lien or encumbrance is placed or threatened against the Equipment. The Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to Lessor, John Deere, or other John Deere dealers. Lessee agrees that Lessor, John Deere and other John Deere dealers (their affiliates, successors and assigns), without further notice to Lessee have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, the Equipment or any hardware or devices interfacing with the Equipment ("Machine Data"); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, the Equipment, including Telematics ("Data Reporting Systems"); and (iii) update the Data Reporting Systems software from time to time. Machine Data may be transferred out of the country where it is generated, including to the U.S.A. In the event that the Machine Data includes Lessee's personal information, Lessee hereby consents to the collection, use and disclosure of such personal information, to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee warrants that it has obtained any necessary consent from its employees or any other third parties, including with respect to the transfer of Machine Data to other jurisdictions, to comply with any applicable privacy laws or contractual agreements with such employees or third parties and to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee shall not use the Data Reporting Systems to track the location of any person unless Lessee has first obtained any necessary approvals from such person to permit Lessee, Lessor, John Deere and other John Deere dealers to track such location. Lessee shall not remove, modify or disable any Data Reporting Systems without Lessor's prior written consent.

RENTAL AGREEMENT

4. Risk of Loss. Lessee unconditionally assumes all risk and liability for, all damages for injuries or death to person and property arising out of or related (whether directly or indirectly) to the use, rental, possession or transportation of the Equipment including, but not limited to, any claims that Lessor was negligent, failed to warn Lessee of any risks or dangers associated with use, possession or transportation of the Equipment, or failed to assist Lessee load, unload, transport or inspect the Equipment before, during or after the Term of Lease. Lessee, at their own expense will carry public liability insurance with minimum liability limits in the amount of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and in the minimum amount of \$100,000 per occurrence for property damage. In addition, Lessee will maintain property insurance for all loss or damage to the equipment for not less than 100% of the equipment value and accessories. All insurance must be with companies and policies acceptable to Lessor which shall list Lessor as an additional loss payee & joint payee of any Equipment insurance claim proceeds. Lessee's obligation to insure the Equipment continues until Lessee returns the Equipment to Lessor and Lessor accepts it. Neither Lessor, its assigns, the wholesale distributor nor the Manufacturer shall be liable for any special, incidental, consequential or punitive damages that may result from any failure or use of the Equipment or for breach of this Agreement. Until the Equipment is returned to Lessor in satisfactory condition, Lessee is responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment. Lessee must promptly notify Lessor of any such event. In the event of any loss or damage to the Equipment, Lessee agrees to promptly repair or replace the Equipment to Lessor's satisfaction, at Lessee's sole cost, and the terms of the Rental Agreement will continue to apply throughout the Rental Agreement term.

5. Purchase Option. Upon expiration of the term of the Rental Agreement or at any time during such term, and provided Lessee is not in default, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above (plus applicable taxes, including estimated property taxes) and may apply to such purchase price the percentage specified above of all rentals therefore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the Equipment in some other manner agreed to in writing by the parties. Lessor has not made and does not warrant, represent, or otherwise make any promises related to financing the purchase price of the Equipment. Lessee is solely responsible for securing the purchase price of the Equipment. Upon receipt of the remainder of the purchase price, we will transfer to you all of our right, title and interest in the purchased equipment AS-IS, WHEREIS, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. The terms of the Rental Agreement continue prior to any final transfer of Lessor's right, title and interest in the purchased Equipment including Lessee's agreement to make timely rental payments.

6. Indemnification. Lessee shall be solely responsible for all losses, damages, injuries, death, suits, actions, claims, attorneys' fees and costs, ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the use, rental, possession or transportation thereof including any Claims Lessor was negligent. Lessee agrees to protect, defend and indemnify and hold Lessor harmless, from and against all Claims of any kind or nature whatsoever, although Lessor reserves the right to control the defense and to select or approve defense counsel. Lessee will promptly notify Lessor of all Claims made. Lessee's liability under this Section is not limited to the amounts of insurance required under this Rental Agreement. This indemnity commences upon the Rental Term Begins on Date of this Rental Agreement and continues beyond the termination of this Rental Agreement, for acts or omissions, which occurred during the Rental Agreement term. Lessee waives all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.

7. Addition of Accessories: Lessee will not, without the express written consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices affixed to the Equipment shall automatically become the property of Lessor unless such accessory device can be removed without in any way (a) diminishing the value of the Equipment, or (b) affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be promptly repaired at Lessee's sole expense to the satisfaction of the Lessor.

8. Compliance with Regulations: Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use, transportation and maintenance of the Equipment. If applicable law requires tax returns or reports to be filed by Lessee, Lessee agrees to promptly file such tax returns and reports and deliver copies to Lessor. Lessee agrees to keep and make available to Lessor all tax returns and reports for taxes paid by Lessee. If applicable, Lessee shall include the Equipment in its rental fleet for emissions reporting purposes and shall accurately prepare and file all such reports in a timely manner.

9. Inspection: Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Lessor, John Deere and other John Deere dealers may use Data Reporting Systems at any time during the term of this Rental Agreement to collect Machine Data from the Equipment and determine its location, condition, or other operating parameters.

10. Assignment: Lessor may, without notice to Lessee, assign this Rental Agreement and all of Lessor's rights in and to the Equipment and all rents due or to become due to Lessor hereunder. Lessee's obligation to pay rent under this Rental Agreement shall not as to any such assignee be subject to any diminution arising out of any breach of any obligation hereunder or other liability of Lessor to Lessee. Lessee may not assign this Rental Agreement, sub-lease or allow anyone other than Lessee's employees to use the Equipment. Lessee agrees not to assert against Lessor's assignee any claims, offsets or defenses which Lessee may have against Lessor.

11. Default: If (a) Lessee shall (1) fail to make rental, service, or other payment when due, (2) attempt to sell or encumber the equipment, (3) cease operating, (4) institute or have instituted against him proceedings under any bankruptcy or insolvency law, (5) make an assignment for the benefit of creditors, (6) fail to comply with any other provisions of this Rental Agreement, (7) merge with or consolidate into another entity; (8) sell substantially all its assets; (9) dissolve or terminate its existence; (10) use the Equipment in a manner Lessor deems is improper or unreasonable; or (11) Lessee (if an individual) dies, or if, (b) any attachment, execution, writ of process is levied against the Equipment or any of Lessee's property, or if (c) a default occurs under any other agreement between Lessee (or any of Lessee's affiliates) and Lessor (or any of Lessor's affiliates); or if (d) for any reason Lessor deems itself insecure or the Equipment unsafe; or if (e) Lessor, in its opinion, deems Lessee's financial condition unsatisfactory Lessor may determine that Lessee is in default (An 'Event of Default').

RENTAL AGREEMENT

12. Remedies: Upon the occurrence of an Event of Default, Lessee shall (a) deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee, and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor (b) AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, pay the sum of (i) all rent and other amounts then due and payable to Lessor; plus (ii) the present value of all remaining rent payments and other amounts, discounted at the rate implicit in this Rental Agreement, (c) pay damages for any injury to the Equipment, legal expenses (including, without limitation, court costs and attorney's fees), the cost of any repossession and/or removal of the Equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business. Upon the occurrence of an Event of Default, Lessor may also exercise any other remedy available at law or in equity. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately at any time. No delay in, or failure to, exercise or enforce any right or remedy hereunder, whether in whole or in part, shall serve to waive, compromise, impair or diminish any such rights or remedies.

13. Construction: This is an agreement for Equipment rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment rented hereunder except as a Lessee. This Rental Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. In the event of an ambiguity in or dispute regarding the interpretation of this Rental Agreement, interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafting party. If a court finds any part of this Rental Agreement to be invalid or unenforceable, the remainder of this Rental Agreement will remain in effect. Lessee permits Lessor to monitor and record telephone conversations between Lessee and Lessor.

14. Guaranteed Rental – Return of Equipment: Provided the guaranteed rental shown on Page 1 is or has been paid Lessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor. In the event such termination occurs prior to the expiration of the rental Agreement term, Lessee agrees to (a) promptly deliver the Equipment to Lessor at the time and place Lessor chooses; and (b) pay to Lessor the remainder of all rental payments for the Minimum Rental period Guaranteed by Lessee, which will all be immediately due and payable. If this Rental Agreement is terminated for any reason and Lessee does not return the Equipment to Lessor, Lessee agrees to remit to Lessor, until such time as the Equipment is returned to Lessor in accordance with the provisions of this Section, additional lease payments each month equal the Rental Rate, or its monthly equivalent.

15. Replacement: Lessor may, at Lessor's option, replace the Equipment with a similar machine at any time during the rental term. Lessor will notify Lessee if Lessor intends to exercise this option, and Lessee will have three (3) business days following such notice in which to exercise the purchase option provided in this Lease or return the Equipment to Lessor. Upon return of the Equipment to Lessor, the rental term hereunder shall terminate, and the parties will enter into a new original Rental Agreement covering the replacement machine. Such new Rental Agreement shall extend, at a minimum, for the remainder of this Rental Agreement's rental term and shall have a rental rate no greater than the rate for rental of the Equipment hereunder.

16. Lessee Representations and Warranties: Lessee represents, warrants and covenants to Lessor so long as this Rental Agreement is in effect, that: (a) execution, delivery and performance by you of this Rental Agreement does not and will not (1) violate any applicable law; (2) breach any order of court or other governmental agency, or of any undertaking Lessee is a party to or by which Lessee is bound; (b) Lessee will comply with all applicable laws, ordinances and regulations; (c) Lessee will not take any action, including filing any tax or other report, that is inconsistent with Lessor's ownership of the Equipment; (d) all information Lessee has given to Lessor is true, accurate and complete; (e) since the date of the most recent financial information given to Lessor, no material adverse change in Lessee's business, assets, or prospects has occurred. Lessee will promptly deliver to Lessor such financial statements, reports and other information as Lessor may request; (f) Lessee is and will remain duly organized, validly existing and in good standing under the laws of Lessee's jurisdiction of organization; (g) Lessee is qualified to do business under the laws of all other jurisdictions where qualification is required or advisable; (h) the execution, delivery and performance by Lessee of the Rental Agreement will not breach any provision of Lessee's organizational documents or legal authority. Lessee acknowledges and agrees, that (1) the Equipment was selected by Lessee; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, Lessee (3) the safe operation and the proper servicing of the Equipment were explained to Lessee (4) Lessee received the written warranty applicable to the Equipment and understands that the written warranty is not a part of this Rental Agreement.

17. General: Time is of the essence of this Rental Agreement. LESSOR AND LESSEE EACH IRREVOCABLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A JURY TRIAL. Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demands strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof. Lessee irrevocably authorizes Lessor, at any time, to (a) insert or correct information on this Rental Agreement, including Lessee's correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse Lessee's name on remittances for insurance and Equipment sale or rental proceeds.

Customer's Initials _____
Date _____

RENTAL AGREEMENT

Use this page if printing agreement prior to completing. This information is used when completing rental loads in the John Deere system.

For Office Use Only

PURCHASER (check one)	MARKET USE (check one)			
<p>Non Governmental</p> <p><input type="checkbox"/> S Small Fleet (<10)</p> <p><input type="checkbox"/> M Medium Fleet (10-24)</p> <p><input type="checkbox"/> L Large Fleet (25-75)</p> <p><input type="checkbox"/> V Very Large (75+)</p> <p>Governmental</p> <p><input type="checkbox"/> 2 Federal Govt.</p> <p><input type="checkbox"/> 3 State Govt.</p> <p><input type="checkbox"/> 4 County Govt.</p> <p><input type="checkbox"/> 5 Local Govt.</p> <p><input type="checkbox"/> 6 Armed Forces</p> <p><input type="checkbox"/> 7 National Account</p>	<p>Agricultural</p> <p><input type="checkbox"/> 13 Livestock/Feed/Dairy</p> <p><input type="checkbox"/> 15 Row Crop/Small Grain</p> <p><input type="checkbox"/> 16 Specialty Crop</p> <p><input type="checkbox"/> 17 General Utility</p> <p>Building</p> <p><input type="checkbox"/> 41 Residential</p> <p><input type="checkbox"/> 42 Non-residential</p> <p><input type="checkbox"/> 47 Demolition</p> <p>Earthmoving</p> <p><input type="checkbox"/> 12 Land Improvement</p> <p><input type="checkbox"/> 28 Skidding/Forwarding</p> <p><input type="checkbox"/> 39 Residential</p> <p><input type="checkbox"/> 40 Non-residential</p> <p><input type="checkbox"/> 78 Environment Cleanup</p>	<p>Forestry</p> <p><input type="checkbox"/> 21 Harvesting</p> <p><input type="checkbox"/> 22 Reforestation/Site</p> <p><input type="checkbox"/> 24 Log Loading/Handling</p> <p><input type="checkbox"/> 25 Wood Handling Yards</p> <p><input type="checkbox"/> 26 Timber</p> <p><input type="checkbox"/> Felling/Bunching</p> <p><input type="checkbox"/> 27 Stroke Deflimbing</p> <p>Prep</p> <p><input type="checkbox"/> 23 Roads/Maint</p> <p><input type="checkbox"/> 84 Landfill/Refuse</p> <p><input type="checkbox"/> 93 Nursery/Landscape</p> <p>Materials Handling</p> <p><input type="checkbox"/> 56 Port/Stevador</p> <p><input type="checkbox"/> 75 Asphalt/Concrete Prod</p> <p><input type="checkbox"/> 76 Sand/Gravel/Stone</p> <p><input type="checkbox"/> 77 Brick/Clay/Stone/Glass</p> <p><input type="checkbox"/> 85 Chemical Plant</p> <p><input type="checkbox"/> 86 Steel Mill</p>	<p>Mining / Quarrying</p> <p><input type="checkbox"/> 30 Mining Services</p> <p><input type="checkbox"/> 31 Metallic Mining</p> <p><input type="checkbox"/> 34 Coal Mining</p> <p><input type="checkbox"/> 36 Stone Aggregate</p> <p>Road Building</p> <p><input type="checkbox"/> 45 Bridge Construction</p> <p><input type="checkbox"/> 49 Hwy/Street Const</p> <p><input type="checkbox"/> 51 Paving-Drives,Lots,etc</p> <p><input type="checkbox"/> 61 Manufacturing/Ind</p> <p><input type="checkbox"/> 67 Scrap Handling</p>	<p>Underground</p> <p><input type="checkbox"/> 50 Energy Related Pipe</p> <p><input type="checkbox"/> 82 Gas/Water/Electric</p> <p><input type="checkbox"/> 43 Sewer/Water Sys</p> <p><input type="checkbox"/> 81 Telephone Co.</p> <p>Others</p> <p><input type="checkbox"/> 35 Oil Field</p> <p><input type="checkbox"/> 71 Airports</p> <p><input type="checkbox"/> 74 Rail Roads</p> <p><input type="checkbox"/> 79 Cemeteries</p> <p><input type="checkbox"/> 80 Recycling</p> <p><input type="checkbox"/> 87 Parks/Cemeteries</p> <p><input type="checkbox"/> 90 JD Dealer Owned</p> <p><input type="checkbox"/> Rental Fleet</p> <p><input type="checkbox"/> 92 Highway Moving</p> <p><input type="checkbox"/> 94 Golf Courses</p> <p><input type="checkbox"/> 95 Institutions</p> <p><input type="checkbox"/> 96 Independent Rental Co</p>

ADDENDUM TO EQUIPMENT RENTAL AGREEMENT

A. CRAWLER DOZERS. In addition to the maintenance, repair and preventative maintenance provisions of paragraph 3 of the Rental Agreement, the Lessee is responsible for the following, including the expenses of any maintenance or repairs related thereto: 1) Monitoring of undercarriage wear to ensure that the pin and bushing groups are turned at the proper interval. Failure to monitor the wear of the pin and bushing groups can result in premature destruction of these components and the Lessee is responsible for the additional expense of replacing undercarriage pin and bushing groups that could have otherwise been turned. Lessor is to be notified in a timely manner, via facsimile or e-mail to the branch where the equipment was leased and via telephone call to the sales representative who handled the transaction, prior to the measure wear of the pin and bushing groups reaching 70%, so that repairs can be scheduled. Continued use of the machine beyond 80% wear of the pin and bushing groups is prohibited. 2) Premature destruction of undercarriage components resulting from improper operation of the machine may occur through excessive use of reverse. Excessive use of reverse shall be defined as operation of the machine in reverse in gears or speeds which exceed the forward speed or gear used in any given application, and use of reverse equals or exceeds the forward distance the machine travels during normal operations. All "J" series and later model crawler dozers are equipped with monitoring devices which record forward and reverse travel distances and speeds. 3) Premature destruction of undercarriage components resulting from the operation of the machine in highly abrasive conditions, including but not limited to beach restorations or quarry conditions.

B. ARTICULATED DUMP TRUCKS. In addition to the maintenance, repair and preventative maintenance provisions of paragraph 3 of the Rental Agreement, the Lessee is responsible for the following, including the expenses of any maintenance or repairs related thereto: 1) Monitoring of brake wear to ensure that brake pads are not worn through, resulting in contact of the caliper piston with the brake disc. Damage occurring from contact of any caliper piston with a brake disc will be the responsibility of the Lessee. 2) All John Deere articulated dump trucks are equipped with speed retarding systems to minimize brake use and wear. It is the Lessee's responsibility to ensure that these systems are properly used and kept in good working condition. Failure to properly use or maintain speed retarding systems can result in accelerated brake wear and damage, for which the Lessee is responsible. Please refer to the operator's manual(s) for details. 3) Normal brake wear is defined as the need for replacement of the brake pads at not less than 1,400 hours of operation to prevent damage to the brake system. In the event that brake pads are prematurely worn, the Lessee will be responsible for the prorated costs of brake pad replacements, including materials and labor, based on the hours the brake pads had been on the machine at the time of rental, and the hours at which the brake pads required replacement. Lessee is responsible for monitoring brake pad wear and timely notification to the Lessor of the need for brake pad replacement.

C. RECYCLERS/STABILIZERS. In addition to the maintenance, repair and preventative maintenance provisions of paragraph 3 of the Rental Agreement, the Lessee is responsible for the following, including the expenses of any maintenance or repairs related thereto: 1) A Recycler can only be used for soil missing or asphalt reclamation. 2) A Stabilizer is for mixing or blending soil and cannot be used for asphalt reclamation or concrete recycling or reclamation. 3) Rotor assembly must be checked a minimum of twice daily, for signs of worn or damaged teeth or teeth holders. Lessee is responsible for scheduling of replacement of teeth and teeth holders, which replacement shall be the sole cost of the Lessee (including the cost of any repairs/replacement of the rotor housing. 4) Recyclers and Stabilizers will be shipped with either new or used teeth. The degree of wear of the teeth shall be noted on the Equipment Rental Agreement. Upon return of the Equipment, the teeth will be examined and the Lessee will be responsible for the cost of parts and labor to replace a complete set of teeth, including any holders, when the degree of wear exceeds the degree of wear when the Equipment was delivered. 5) The Equipment shall be inspected upon return for any damage or wear beyond what Lessor (in its sole discretion) determines to be considered normal wear or damage. The Lessee shall be notified of any damage or wear, which Lessor believes to be beyond normal and will be billed for the parts and labor related to the repair.

D. EXCAVATORS. In addition to the maintenance, repair and preventative maintenance provisions of paragraph 3 of the Rental Agreement, the Lessee is responsible for the following, including the expenses of any maintenance or repairs related thereto: 1) Proper lubrication of all grease points will typically require eight (8) inspections and lubrications during an eight (8) hour shift. 2) If the Equipment has a centralized lubrication system the Lessee is responsible for keeping the grease reservoir full, which requires multiple inspections during and eight (8) hour shift. 3) If a grease line or fitting is kinked, plugged, broken, or otherwise not in working order, it is the sole responsibility of the Lessee to correct the situation before continuing to operate the Equipment. 4) Failure of an automatic grease system does not release the Lessee of responsibility for damages caused by excessive wear to the Equipment. Lessor recommends that the Equipment not be used while repairs are pending to the automatic grease system. Upon timely written notice to Lessor that the automatic grease system is not operating properly, Lessor may credit the Lessee for downtime and restart the rental charges when the repairs are completed. 5) Upon return of the machine a complete inspection will be performed and the Lessee will be provided a copy of the written inspection report. Any damages determined by Lessor (in its sole discretion) to be beyond the normal wear and tear, including wear to the bucket, teeth, pins, bushings, or need for an alignment boring, shall be the responsibility of the Lessee. Lessor shall provide the Lessee a copy of the written estimate for the repairs, prior to commencing the repairs and Lessor shall be entitled to bill the Lessee's account for the amount of said repairs. 6) Lessee shall be responsible for any all cost related to excessive wear to the pins or bushings in the bucket arm or boom connection points. Excessive wear shall be defined as more than 10% wear on the pins and bushings per every 300 hours of use. For example a machine that was rented and returned with 900 hours of use is expected to have no more than 30% wear on the pins and bushing in the bucket, arm or boom connection points from the time the machine was rented. It is the Lessee's responsibility to lubricate all pins and bushing assemblies as prescribed by the manufacturer(s)' operator manual(s). The Lessee may need to increase the lubrication service intervals as necessary to accommodate specific heavy use applications such as excavating underwater, extremely dense or abrasive materials. Repairs resulting from excessive wear due to lack of adequate lubrication can include align boring and pin replacements with repair cost shall be the responsibility of the Lessee.

E. HURRICANE OR DISASTER CLEAN-UP. Under certain conditions which include prior written approval by Lessor, the Lessee may use the Equipment for hurricane or other disaster (i.e. flood, tornado or man-made) clean up. In order to be eligible for use in hurricane or disaster clean up this section must first be initiated by the Lessee and the authorized representative of the Lessor. The following additional terms and conditions are in addition to all of the terms and conditions listed above, including the Rental Agreement. 1) The prices and rates related to hurricane or disaster clean up are different than the standard prices and rates and are established by the Lessor's regional office in advance and as set forth in an 'Emergency-Natural Disaster Price List'. The 'Emergency-Natural Disaster Price List' is based upon a single shift of 176 hours per month and attachments are separate charges subject to a specific pricing schedule for each attachment. 2) Under no circumstances will the Equipment be considered a 'loaner' or 'demonstration' unit and the Equipment will be considered a rental unit. 3) All invoices must be paid within ten (10) days of the invoice date or the Lessee shall be deemed to be in default of the Equipment Rental Agreement and the equipment must be immediately returned or Lessor may pick up the Equipment from the Lessee's worksite. 4) Lessee must designate on the front page of the Equipment Rental Agreement the use and location of the Equipment and may not move the Equipment from the designated location without the prior written permission of the Lessor. 5) The Equipment shall not be used in salt or brackish water or in an environment that might cause it to come in contact with salt or brackish water. 6) Lessee is responsible for repair cost of all damages, regardless of the cause of the damage, including damage to attachments, buckets, forks, rakes, etc. 7) Lessee is responsible for all tire damage and punctures. Less must replace tires with NEW tires of like brand (no mismatched tires) and model. There is no proration of tire wear. 8) Transportation charges shall be billed to and from the Lessor's yard (roundtrip) and shall include all wait time or travel time around hurricane or disaster damage areas. 9) Lessee is required to carry liability insurance of not less than \$1,000,000; to carry casualty insurance equal to the Present Value stated in the Equipment Rental Agreement. Lessee will provide evidence of the required insurance prior to leaving Lessor's equipment yard. The notice of cancellation provisions for all insurance policies must be no less than thirty (30) days. Murphy Tractor & Equipment Co. must be listed as a loss payee on all insurance policies. The obtaining of the required insurance policies does not eliminate any liability or obligation of the Lessee to the Lessor under the terms and conditions of the Equipment Rental Agreement or this Addendum. Payment to Lessor is not subject to Lessee obtaining payment from its insurance company or any third party. 10) Damage from vandalism is the responsibility of the Lessee. NO CONDITIONS CONTAINED IN THIS SUBSECTION E MAY BE WAIVED OR MODIFIED IN ANY MANNER, INCLUDING ANY WRITTEN OR ORAL STATEMENTS FROM LESSOR.

Lessee Name: _____

Authorized Representative: _____ Date: _____

86444

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
LEASED SEASONAL MOTOR GRADERS
BID NO. 4265
FIRST RENEWAL

This Amendment is hereby entered into on this 9 day of Sept, 2013 by and between Murphy Tractor & Equipment Co., Inc., 6100 Arbor Road, Lincoln, NE 68517 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated December 11, 2012, under E. O. No. 085619, (the "Agreement"), for the Lease of Seasonal Motor Graders, Bid No. 4265, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is December 11, 2012 through December 10, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning December 11, 2013 through December 10, 2014; and

WHEREAS, the parties wish to amend the agreement to reflect the pricing as listed in the Equipment Rental Agreement Attachment A

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

- 1) The term of the Agreement shall be from December 11, 2013 through December 10, 2014.
- 2) the parties wish to amend the agreement to reflect the pricing as listed in the Equipment Rental Agreement Attachment A.
- 3) All other terms of the Agreement, 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 9th day
of Sept. 2013


Chris Beutler, Mayor

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Murphy Tractor & Equip CO.
By: (PLEASE PRINT)	John Spellman
By: (PLEASE SIGN)	
Title:	Branch Manager
Company Address: (PLEASE PRINT)	6100 Arbor Rd.
Company Phone & Fax: (PLEASE PRINT)	402.467.1300 402.467.1927
E-Mail Address: (PLEASE PRINT)	jspellman@murphytractor.com
Date:	8-7-2013

Attachment A

EQUIPMENT RENTAL AGREEMENT			FOR OFFICE USE		
LESSEE NAME CITY OF LINCOLN FLEET SERV			00052877		
STREET ADDRESS 901 N 6TH ST			DATE 15NOV13	GOVT. BID NUMBER	DEALER ACCOUNT NUMBER 7833
CITY LINCOLN	STATE NE	ZIP CODE 68508	LESSOR NAME & ADDRESS MURPHY TRACTOR EQUIP		
TELEPHONE Area Code (402) 441-7705			6100 ARBOR RD		
NAME OF CONTACT PURCHASING/SHARON		PURCHASE ORDER NO. BID# 4265	LINCOLN, NE		68517-3211
EQUIPMENT WILL BE USED AT LANCASTER	(County) LINCOLN	(City) NE	(State) NE	COUNTY CODE NE109	

Rentals are Payable in Advance of Use of Equipment

RENTAL TERM Begin Date: 15NOV13	End Date: 14MAR14	RENTALIS: \$ 15,400	Hour <input type="checkbox"/>	Day <input type="checkbox"/>	Week <input type="checkbox"/>	Month <input checked="" type="checkbox"/>	MINIMUM RENTAL GUARANTEED BY LESSEE \$ 0	ADDITIONAL CHARGES (Specify): \$ 0
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DESCRIPTION OF RENTAL EQUIPMENT

REFERENCE NO.	MODEL	DESCRIPTION OF EQUIPMENT	PRODUCT IDENTIFICATION NO.	HOUR METER READING	PRESENT VALUE
U9593	670G	670G MOTOR GRADER	DW670GXCA0629651		224,500
U9594	670G	670G MOTOR GRADER	DW670GXPA0629676		224,500
U9615	670G	670G MOTOR GRADER	DW670GXTA0629756		224,500
TOTAL PRESENT VALUE					673,500

PURCHASER (select only if applicable) Non Governmental: Select One Governmental:	MARKET USE (select only if applicable) Agriculture: Select One Building: Earthmoving: Forestry: Prep:	(select only if applicable) Materials/Handling: Select One Mining & Quarrying: Select One Road Building: Select One Underground: Select One Others: Select One
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Maximum Hours: 8 hours/day 40 hours/week 176 hours/month

Percentage of Rental Payments Applied to Purchase Option: 0.00

For Office Use Only

PURCHASER (check one) Non Governmental <input type="checkbox"/> S Small Fleet (<10) <input type="checkbox"/> M Medium Fleet (10-24) <input type="checkbox"/> L Large Fleet (25-75) <input type="checkbox"/> V Very Large (75+) Governmental <input type="checkbox"/> 2 Federal Govt. <input type="checkbox"/> 3 State Govt. <input type="checkbox"/> 4 County Govt. <input checked="" type="checkbox"/> 5 Local Govt. <input type="checkbox"/> 6 Armed Forces <input type="checkbox"/> 7 National Account	MARKET USE (check one) Agricultural <input type="checkbox"/> 13 Livestock/Feed/Dairy <input type="checkbox"/> 15 Row Crop/Small Grain <input type="checkbox"/> 16 Specialty Crop <input type="checkbox"/> 17 General Utility Building <input type="checkbox"/> 41 Residential <input type="checkbox"/> 42 Non-residential <input type="checkbox"/> 47 Demolition Earthmoving <input type="checkbox"/> 12 Land Improvement <input type="checkbox"/> 28 Skidding & Forwarding <input type="checkbox"/> 39 Residential <input type="checkbox"/> 40 Non-residential <input type="checkbox"/> 78 Environment Cleanup	Forestry <input type="checkbox"/> 21 Harvesting <input type="checkbox"/> 22 Reforestation/Site <input type="checkbox"/> 24 Log Loading/Handling <input type="checkbox"/> 25 Wood Handling Yards <input type="checkbox"/> 26 Timber Felling/ Bunching <input type="checkbox"/> 27 Stroke Delimiting Prep <input type="checkbox"/> 23 Roads/Maint <input type="checkbox"/> 84 Landfill fuse <input type="checkbox"/> 93 Nursery & Landscape Materials/Handling <input type="checkbox"/> 56 Port/Stevador <input type="checkbox"/> 75 Asphalt/Concrete Prod <input type="checkbox"/> 76 Sand & Gravel/Stone <input type="checkbox"/> 77 Brick/Clay/Stone/Glass <input type="checkbox"/> 85 Chemical Plant <input type="checkbox"/> 86 Steel Mill	Mining & Quarrying <input type="checkbox"/> 30 Mining Services <input type="checkbox"/> 31 Metallic Mining <input type="checkbox"/> 34 Coal Mining <input type="checkbox"/> 36 Stone Aggregate Road Building <input type="checkbox"/> 48 Bridge Construction <input type="checkbox"/> 49 Hwy & Street Const <input type="checkbox"/> 51 Paving Drives, Lots, Etc. <input type="checkbox"/> 61 Manufacturing/Ind <input type="checkbox"/> 67 Scrap Handling	Underground <input type="checkbox"/> 50 Energy Related Pipe <input type="checkbox"/> 82 Gas/Water/Electric <input type="checkbox"/> 43 Sewer & Water Sys <input type="checkbox"/> 81 Telephone Co. Others <input type="checkbox"/> 35 Oil Field <input type="checkbox"/> 71 Airports <input type="checkbox"/> 74 Rail Roads <input type="checkbox"/> 79 Cemeteries <input type="checkbox"/> 80 Recycling <input type="checkbox"/> 87 Parks & Cemeteries <input type="checkbox"/> 90 JD Dealer Owned Rental Fleet <input type="checkbox"/> 92 Highway Mowing <input type="checkbox"/> 94 Golf Courses <input type="checkbox"/> 95 Institutions <input type="checkbox"/> 96 Independent Rental Co
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THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE FOLLOWING PAGES HEREOF ALL OF WHICH ARE HEREBY MADE A PART OF THIS RENTAL AGREEMENT.

LESSEE (Customer) SIGNATURE _____ DATE _____	LESSOR (Dealer) SIGNATURE _____ DATE 7-21-2015
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EQUIPMENT RENTAL AGREEMENT		FOR OFFICE USE	
LESSEE NAME CITY OF LINCOLN FLEET SERV		00052877	
STREET ADDRESS 901 N 6TH ST		DATE -15NOV13	GOVT. BID NUMBER 7833
CITY LINCOLN	STATE NE	ZIP CODE 68508	LESSOR NAME & ADDRESS MURPHY TRACTOR EQUIP
TELEPHONE Area Code (402) 441-7705		6100 ARBOR RD	
NAME OF CONTACT PURCHASING/SHARON		PURCHASE ORDER NO. BID# 4265	LINCOLN, NE 68517-3211
EQUIPMENT WILL BE USED AT LANCASTER	(County) LINCOLN	(City) NE	(State) NE109

Rentals are Payable in Advance of Use of Equipment

RENTAL TERM Begin: 15NOV13 End: 14MAR14	RENTAL IS: \$ 15,400 Per: <input type="checkbox"/> Hour <input type="checkbox"/> Day <input type="checkbox"/> Week <input checked="" type="checkbox"/> Month	MINIMUM RENTAL GUARANTEED BY LESSEE \$ 0	ADDITIONAL CHARGES (Specify): \$ 0
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DESCRIPTION OF RENTAL EQUIPMENT

REFERENCE NO.	MODEL	DESCRIPTION OF EQUIPMENT	PRODUCT IDENTIFICATION NO.	HOUR METER READING	PRESENT VALUE
U9616	670G	670G MOTOR GRADER	1DW670GXVA0629733		224,500
LESSEE TO PROVIDE PROOF OF INSURANCE					
TOTAL PRESENT VALUE					224,500

PURCHASER (select only if applicable) Non Governmental: Select One Governmental:	MARKET USE (select only if applicable) Agriculture: Select One Building: Earthmoving: Forestry: Prep:	(select only if applicable) Materials/Handling: Select One Mining & Quarrying: Select One Road Building: Select One Underground: Select One Others: Select One
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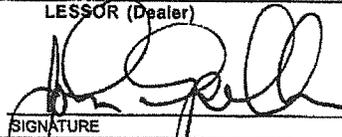
Maximum Hours: 8 hours/day 40 hours/week 176 hours/month

Percentage of Rental Payments Applied to Purchase Option: 0.00

For Office Use Only

PURCHASER (check one) Non Governmental <input type="checkbox"/> S Small Fleet (<10) <input type="checkbox"/> M Medium Fleet (1024) <input type="checkbox"/> L Large Fleet (2575) <input type="checkbox"/> V Very Large (75+) Governmental <input type="checkbox"/> 2 Federal Govt. <input type="checkbox"/> 3 State Govt. <input type="checkbox"/> 4 County Govt. <input type="checkbox"/> 5 Local Govt. <input type="checkbox"/> 6 Armed Forces <input type="checkbox"/> 7 National Account	MARKET USE (check one) Agricultural <input type="checkbox"/> 13 Livestock/Feed/Dairy <input type="checkbox"/> 15 Row Crop/Small Grain <input type="checkbox"/> 16 Specialty Crop <input type="checkbox"/> 17 General Utility Building <input type="checkbox"/> 41 Residential <input type="checkbox"/> 42 Non-residential <input type="checkbox"/> 47 Demolition Earthmoving <input type="checkbox"/> 12 Land Improvement <input type="checkbox"/> 28 Skidding & Forwarding <input type="checkbox"/> 39 Residential <input type="checkbox"/> 40 Non-residential <input type="checkbox"/> 78 Environment Cleanup	Forestry <input type="checkbox"/> 21 Harvesting <input type="checkbox"/> 22 Reforestation/Site <input type="checkbox"/> 24 Log Loading/Handling <input type="checkbox"/> 25 Wood Handling Yards <input type="checkbox"/> 26 Timber Felling/Bunching <input type="checkbox"/> 27 Stroke Delimiting Prep <input type="checkbox"/> 23 Roads/Maint <input type="checkbox"/> 84 Landfile fuse <input type="checkbox"/> 93 Nursery & Landscape Materials/Handling <input type="checkbox"/> 56 Port/Stevedor <input type="checkbox"/> 75 Asphalt/Concrete Prod <input type="checkbox"/> 76 Sand & Gravel/Stone <input type="checkbox"/> 77 Brick/Clay/Stone/Glass <input type="checkbox"/> 85 Chemical Plant <input type="checkbox"/> 86 Steel Mill	Mining & Quarrying <input type="checkbox"/> 30 Mining Services <input type="checkbox"/> 31 Metallic Mining <input type="checkbox"/> 34 Coal Mining <input type="checkbox"/> 36 Stone Aggregate Road Building <input type="checkbox"/> 48 Bridge Construction <input type="checkbox"/> 49 Hwy & Street Const <input type="checkbox"/> 51 Paving Drives, Lots, Etc. <input type="checkbox"/> 61 Manufacturing/Ind <input type="checkbox"/> 67 Scrap Handling	Underground <input type="checkbox"/> 50 Energy Related Pipe <input type="checkbox"/> 82 Gas/Water/Electric <input type="checkbox"/> 43 Sewer & Water Sys <input type="checkbox"/> 81 Telephone Co. Others <input type="checkbox"/> 35 Oil Field <input type="checkbox"/> 71 Airports <input type="checkbox"/> 74 Rail Roads <input type="checkbox"/> 79 Cemeteries <input type="checkbox"/> 80 Recycling <input type="checkbox"/> 87 Parks & Cemeteries <input type="checkbox"/> 90 JD Dealer Owned Rental Fleet <input type="checkbox"/> 92 Highway Mowing <input type="checkbox"/> 94 Golf Courses <input type="checkbox"/> 95 Institutions <input type="checkbox"/> 96 Independent Rental Co
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THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE FOLLOWING PAGES HEREOF. ALL OF WHICH ARE HEREBY MADE A PART OF THIS RENTAL AGREEMENT.

LESSEE (Customer) SIGNATURE _____ DATE _____	LESSOR (Dealer)  SIGNATURE _____ DATE 7.20.2013
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4. Risk of Loss. Lessee unconditionally assumes all risk and liability for, all damages for injuries or death to person and property arising out of or related (whether directly or indirectly) to the use, rental, possession or transportation of the Equipment including, but not limited to, any claims that Lessor was negligent, failed to warn Lessee of any risks or dangers associated with use, possession or transportation of the Equipment, or failed to assist Lessee load, unload, transport or inspect the Equipment before, during or after the Term of Lease. Lessee, at their own expense will carry public liability insurance with minimum liability limits in the amount of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and in the minimum amount of \$100,000 per occurrence for property damage. In addition, Lessee will maintain property insurance for all loss or damage to the equipment for not less than 100% of the equipment value and accessories. All insurance must be with companies and policies acceptable to Lessor which shall list Lessor as an additional loss payee & joint payee of any Equipment insurance claim proceeds. Lessee's obligation to insure the Equipment continues until Lessee returns the Equipment to Lessor and Lessor accepts it. Neither Lessor, its assigns, the wholesale distributor nor the Manufacturer shall be liable for any special, incidental, consequential or punitive damages that may result from any failure or use of the Equipment or for breach of this Agreement. Until the Equipment is returned to Lessor in satisfactory condition, Lessee is responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment. Lessee must promptly notify Lessor of any such event. In the event of any loss or damage to the Equipment, Lessee agrees to promptly repair or replace the Equipment to Lessor's satisfaction, at Lessee's sole cost, and the terms of the Rental Agreement will continue to apply throughout the Rental Agreement term.
5. Purchase Option. Upon expiration of the term of the Rental Agreement or at any time during such term, and provided Lessee is not in default, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above (plus applicable taxes, including estimated property taxes) and may apply to such purchase price the percentage specified above of all rentals therefore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the Equipment in some other manner agreed to in writing by the parties. Lessor has not made and does not warrant, represent, or otherwise make any promises related to financing the purchase price of the Equipment. Lessee is solely responsible for securing the purchase price of the Equipment. Upon receipt of the remainder of the purchase price, we will transfer to you all of our right, title and interest in the purchased equipment AS-IS, WHERE-IS, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. The terms of the Rental Agreement continue prior to any final transfer of Lessor's right, title and interest in the purchased Equipment including Lessee's agreement to make timely rental payments.
6. Indemnification. Lessee shall be solely responsible for all losses, damages, injuries, death, suits, actions, claims, attorneys' fees and costs, ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the use, rental, possession or transportation thereof including any Claims Lessor was negligent. Lessee agrees to protect, defend and indemnify and hold Lessor harmless, from and against all Claims of any kind or nature whatsoever, although Lessor reserves the right to control the defense and to select or approve defense counsel. Lessee will promptly notify Lessor of all Claims made. Lessee's liability under this Section is not limited to the amounts of insurance required under this Rental Agreement. This indemnity commences upon the Rental Term Begins on Date of this Rental Agreement and continues beyond the termination of this Rental Agreement, for acts or omissions, which occurred during the Rental Agreement term. Lessee waives all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.
7. Addition of Accessories: Lessee will not, without the express written consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices affixed to the Equipment shall automatically become the property of Lessor unless such accessory device can be removed without in any way (a) diminishing the value of the Equipment, or (b) affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be promptly repaired at Lessee's sole expense to the satisfaction of the Lessor.
8. Compliance with Regulations: Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use, transportation and maintenance of the Equipment. If applicable law requires tax returns or reports to be filed by Lessee, Lessee agrees to promptly file such tax returns and reports and deliver copies to Lessor. Lessee agrees to keep and make available to Lessor all tax returns and reports for taxes paid by Lessee. If applicable, Lessee shall include the Equipment in its rental fleet for emissions reporting purposes and shall accurately prepare and file all such reports in a timely manner.
9. Inspection: Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Lessor, John Deere and other John Deere dealers may use Data Reporting Systems at any time during the term of this Rental Agreement to collect Machine Data from the Equipment and determine its location, condition, or other operating parameters.
10. Assignment: Lessor may, without notice to Lessee, assign this Rental Agreement and all of Lessor's rights in and to the Equipment and all rents due or to become due to Lessor hereunder. Lessee's obligation to pay rent under this Rental Agreement shall not as to any such assignee be subject to any diminution arising out of any breach of any obligation hereunder or other liability of Lessor to Lessee. Lessee may not assign this Rental Agreement, sub-lease or allow anyone other than Lessee's employees to use the Equipment. Lessee agrees not to assert against Lessor's assignee any claims, offsets or defenses which Lessee may have against Lessor.
11. Default: If (a) Lessee shall (1) fail to make rental, service, or other payment when due, (2) attempt to sell or encumber the equipment, (3) cease operating, (4) institute or have instituted against him proceedings under any bankruptcy or insolvency law, (5) make an assignment for the benefit of creditors, (6) fail to comply with any other provisions of this Rental Agreement, (7) merge with or consolidate into another entity; (8) sell substantially all its assets; (9) dissolve or terminate its existence; (10) use the Equipment in a manner Lessor deems is improper or unreasonable; or (11) Lessee (if an individual) dies, or if, (b) any attachment, execution, writ of process is levied against the Equipment or any of Lessee's property, or if (c) a default occurs under any other agreement between Lessee (or any of Lessee's affiliates) and Lessor (or any of Lessor's affiliates); or if (d) for any reason Lessor deems itself insecure or the Equipment unsafe; or if (e) Lessor, in its opinion, deems Lessee's financial condition unsatisfactory lessor may determine that Lessee is in default (An "Event of Default").

Customer's Initials _____
Date _____

85619

12110087

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

**Lease Seasonal Motor Graders
Bid No. 4265**

**Murphy Tractor & Equipment Co., Inc.
6100 Arbor Road
Lincoln, NE 68517
402-467-1300**

City of Lincoln, Nebraska Contract Agreement

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between Murphy Tractor & Equipment Co. Inc., 6100 Arbor Road, Lincoln, NE 68517 hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, the City has 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:

Lease Seasonal Motor Graders, Bid 4265

and,

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

WHEREAS, the City, 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 Response, 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 City 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 City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The City agrees 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 City:

The City will pay for products/services, 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 for a total of \$15,400.00 per month for four motor graders for a season total of \$61,600.00.

3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person 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 City 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 City 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 City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's 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. The City will lease the motor grader for a minimum term of four (4) months commencing November 15, 2012, or upon execution, at a maximum usage of 400 operating hours over the term of the contract with the option to renew this lease for one (1) additional season with the machines as described in the Special Provisions for Commodity Term Contracts. The City will have the sole determination if the machines proposed for additional seasons are acceptable.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreements
 2. Equipment Rental Agreement (Attachment A)
 3. Accepted Proposal/Response
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 7. Sales Tax Exemption Forms 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jon E. Ross

City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]

Mayor

Approved by:

Executive Order No. 085619

Dated 12-11-12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST

[Signature]

Secretary

(SEAL)

MURPHY TRACTOR & EQUIPMENT CO., INC.

Name of Corporation

610c Arbor Road, Lincoln, NE 68517

Address

By: *[Signature]*

Duly Authorized Official

Vice President, Sales

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

EQUIPMENT RENTAL AGREEMENT				FOR OFFICE USE		
LESSEE NAME CITY OF LINCOLN FLEET SERV				00052877		
STREET ADDRESS 901 N 6TH ST				DATE 15NOV12	GOVT. BID NUMBER	DEALER ACCOUNT NUMBER 7833
CITY LINCOLN	STATE NE	ZIP CODE 68508		LESSOR NAME & ADDRESS MURPHY TRACTOR EQUIP		
TELEPHONE Area Code (402) 441-7705				6100 ARBOR RD		
NAME OF CONTACT PURCHASING/SHARON			PURCHASE ORDER NO. BID# 4265		LINCOLN, NE 68517-3211	
EQUIPMENT WILL BE USED AT LANCASTER		(County) LINCOLN	(City) NE	(State) NE109	COUNTY CODE	

Rentals are Payable in Advance of Use of Equipment

RENTAL TERM Begin: 15NOV12 Date: 15NOV12	End: 14MAR13 Date: 14MAR13	RENTAL IS: \$ 15,400	Hour <input type="checkbox"/>	Day <input type="checkbox"/>	Week <input type="checkbox"/>	Month <input checked="" type="checkbox"/>	MINIMUM RENTAL GUARANTEED BY LESSEE \$ 0	ADDITIONAL CHARGES (Specify): \$ 0
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DESCRIPTION OF RENTAL EQUIPMENT

REFERENCE NO.	MODEL	DESCRIPTION OF EQUIPMENT	PRODUCT IDENTIFICATION NO.	HOUR METER READING	PRESENT VALUE
U9593	670G	670G MOTOR GRADER	DW670GXCA0629651	690	224,500
U9594	670G	670G MOTOR GRADER	DW670GXPA0629676	575	224,500
U9615	670G	670G MOTOR GRADER	DW670GXTA0629756	524	224,500
TOTAL PRESENT VALUE					673,500

PURCHASER (select only if applicable) Non Governmental: Select One Governmental:	MARKET USE (select only if applicable) Agriculture: Select One Building: Earthmoving: Forestry: Prep:	(select only if applicable) Materials/Handling: Select One Mining & Quarrying: Select One Road Building: Select One Underground: Select One Others: Select One
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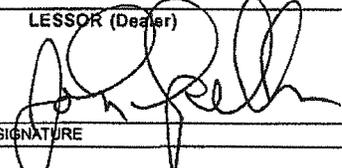
Maximum Hours: 8 hours/day 40 hours/week 176 hours/month

Percentage of Rental Payments Applied to Purchase Option: 0.00

For Office Use Only

PURCHASER (check one) Non Governmental <input type="checkbox"/> S Small Fleet (<10) <input type="checkbox"/> M Medium Fleet (1024) <input type="checkbox"/> L Large Fleet (2575) <input type="checkbox"/> V Very Large (75+) Governmental <input type="checkbox"/> 2 Federal Govt. <input type="checkbox"/> 3 State Govt. <input type="checkbox"/> 4 County Govt. <input checked="" type="checkbox"/> 5 Local Govt. <input type="checkbox"/> 6 Armed Forces <input type="checkbox"/> 7 National Account	MARKET USE (check one) Agricultural <input type="checkbox"/> 13 Livestock/Feed/Dairy <input type="checkbox"/> 15 Row Crop/Small Grain <input type="checkbox"/> 16 Specialty Crop <input type="checkbox"/> 17 General Utility Building <input type="checkbox"/> 41 Residential <input type="checkbox"/> 42 Non-residential <input type="checkbox"/> 47 Demolition Earthmoving <input type="checkbox"/> 12 Land Improvement <input type="checkbox"/> 28 Skidding & Forwarding <input type="checkbox"/> 39 Residential <input type="checkbox"/> 40 Non-residential <input type="checkbox"/> 78 Environment Cleanup	Forestry <input type="checkbox"/> 21 Harvesting <input type="checkbox"/> 22 Reforestation/Site <input type="checkbox"/> 24 Log Loading/Handling <input type="checkbox"/> 25 Wood Handling Yards <input type="checkbox"/> 26 Timber Felling/ Bunching <input type="checkbox"/> 27 Stroke Delimiting Prep <input type="checkbox"/> 23 Roads/Maint <input type="checkbox"/> 84 Landfill fuse <input type="checkbox"/> 93 Nursery & Landscape Materials/Handling <input type="checkbox"/> 56 Port/Stevedor <input type="checkbox"/> 75 Asphalt/Concrete Prod <input type="checkbox"/> 76 Sand & Gravel/Stone <input type="checkbox"/> 77 Brick/Clay/Stone/Glass <input type="checkbox"/> 85 Chemical Plant <input type="checkbox"/> 86 Steel Mill	Mining & Quarrying <input type="checkbox"/> 30 Mining Services <input type="checkbox"/> 31 Metallic Mining <input type="checkbox"/> 34 Coal Mining <input type="checkbox"/> 36 Stone Aggregate Road Building <input type="checkbox"/> 48 Bridge Construction <input type="checkbox"/> 49 Hwy & Street Const <input type="checkbox"/> 51 Paving Drives, Lots, Etc. <input type="checkbox"/> 61 Manufacturing/Ind <input type="checkbox"/> 67 Scrap Handling	Underground <input type="checkbox"/> 50 Energy Related Pipe <input type="checkbox"/> 82 Gas/Water/Electric <input type="checkbox"/> 43 Sewer & Water Sys <input type="checkbox"/> 81 Telephone Co. Others <input type="checkbox"/> 35 Oil Field <input type="checkbox"/> 71 Airports <input type="checkbox"/> 74 Rail Roads <input type="checkbox"/> 79 Cemeteries <input type="checkbox"/> 80 Recycling <input type="checkbox"/> 87 Parks & Cemeteries <input type="checkbox"/> 90 JD Dealer Owned Rental Fleet <input type="checkbox"/> 92 Highway Mowing <input type="checkbox"/> 94 Golf Courses <input type="checkbox"/> 95 Institutions <input type="checkbox"/> 96 Independent Rental Co
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THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE FOLLOWING PAGES HEREOF, ALL OF WHICH ARE HEREBY MADE A PART OF THIS RENTAL AGREEMENT.

LESSEE (Customer)	LESSOR (Dealer)
SIGNATURE _____ DATE _____	SIGNATURE  DATE _____

EQUIPMENT RENTAL AGREEMENT				<i>FOR OFFICE USE</i>			
LESSEE NAME CITY OF LINCOLN FLEET SERV				00052877			
STREET ADDRESS 901 N 6TH ST				DATE 15NOV12	GOVT. BID NUMBER	DEALER ACCOUNT NUMBER 7833	
CITY LINCOLN	STATE NE	ZIP CODE 68508		LESSOR NAME & ADDRESS MURPHY TRACTOR EQUIP			
TELEPHONE Area Code (402) 441-7705				6100 ARBOR RD			
NAME OF CONTACT PURCHASING/SHARON			PURCHASE ORDER NO. BID# 4265		LINCOLN, NE 68517-3211		
EQUIPMENT WILL BE USED AT LANCASTER	(County) LINCOLN	(City) NE	(State) NE	COUNTY CODE NE109			

Rentals are Payable in Advance of Use of Equipment

RENTAL TERM Begin: 15NOV12 End: 14MAR13	RENTAL IS: \$ 15,400 Per: <input type="checkbox"/> Hour <input type="checkbox"/> Day <input type="checkbox"/> Week <input checked="" type="checkbox"/> Month	MINIMUM RENTAL GUARANTEED BY LESSEE \$ 0	ADDITIONAL CHARGES (Specify): \$ 0
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DESCRIPTION OF RENTAL EQUIPMENT

REFERENCE NO.	MODEL	DESCRIPTION OF EQUIPMENT	PRODUCT IDENTIFICATION NO.	HOUR METER READING	PRESENT VALUE
U9616	670G	670G MOTOR GRADER	DW670GXVA0629733	651	224,500
LESSEE TO PROVIDE PROOF OF INSURANCE					
TOTAL PRESENT VALUE					224,500

PURCHASER (select only if applicable) Non Governmental: Select One Governmental:	MARKET USE (select only if applicable) Agriculture: Select One Building: Earthmoving: Forestry: Prep:	(select only if applicable) Materials/Handling: Select One Mining & Quarrying: Select One Road Building: Select One Underground: Select One Others: Select One
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Maximum Hours: 8 hours/day 40 hours/week 176 hours/month

Percentage of Rental Payments Applied to Purchase Option: 0.00

For Office Use Only

PURCHASER (check one) Non Governmental <input type="checkbox"/> S Small Fleet (<10) <input type="checkbox"/> M Medium Fleet (1024) <input type="checkbox"/> L Large Fleet (2575) <input type="checkbox"/> V Very Large (75+) Governmental <input type="checkbox"/> 2 Federal Govt. <input type="checkbox"/> 3 State Govt. <input type="checkbox"/> 4 County Govt. <input type="checkbox"/> 5 Local Govt. <input type="checkbox"/> 6 Armed Forces <input type="checkbox"/> 7 National Account	MARKET USE (check one) Agricultural <input type="checkbox"/> 13 Livestock/Feed/Dairy <input type="checkbox"/> 15 Row Crop/Small Grain <input type="checkbox"/> 16 Specialty Crop <input type="checkbox"/> 17 General Utility Building <input type="checkbox"/> 41 Residential <input type="checkbox"/> 42 Non-residential <input type="checkbox"/> 47 Demolition Earthmoving <input type="checkbox"/> 12 Land Improvement <input type="checkbox"/> 28 Skidding & Forwarding <input type="checkbox"/> 39 Residential <input type="checkbox"/> 40 Non-residential <input type="checkbox"/> 78 Environment Cleanup	Forestry <input type="checkbox"/> 21 Harvesting <input type="checkbox"/> 22 Reforestation/Site <input type="checkbox"/> 24 Log Loading/Handling <input type="checkbox"/> 25 Wood Handling Yards <input type="checkbox"/> 26 Timber Felling/ Bunching <input type="checkbox"/> 27 Stroke Delimiting Prep <input type="checkbox"/> 23 Roads/Maint <input type="checkbox"/> 84 Landfill fuse <input type="checkbox"/> 93 Nursery & Landscape Materials/Handling <input type="checkbox"/> 56 Port/Stevedor <input type="checkbox"/> 75 Asphalt/Concrete Prod <input type="checkbox"/> 76 Sand & Gravel/Stone <input type="checkbox"/> 77 Brick/Clay/Stone/Glass <input type="checkbox"/> 85 Chemical Plant <input type="checkbox"/> 86 Steel Mill	Mining & Quarrying <input type="checkbox"/> 30 Mining Services <input type="checkbox"/> 31 Metallic Mining <input type="checkbox"/> 34 Coal Mining <input type="checkbox"/> 36 Stone Aggregate Road Building <input type="checkbox"/> 48 Bridge Construction <input type="checkbox"/> 49 Hwy & Street Const <input type="checkbox"/> 51 Paving Drives, Lots, Etc. <input type="checkbox"/> 61 Manufacturing/Ind <input type="checkbox"/> 67 Scrap Handling	Underground <input type="checkbox"/> 50 Energy Related Pipe <input type="checkbox"/> 82 Gas/Water/Electric <input type="checkbox"/> 43 Sewer & Water Sys <input type="checkbox"/> 81 Telephone Co. Others <input type="checkbox"/> 35 Oil Field <input type="checkbox"/> 71 Airports <input type="checkbox"/> 74 Rail Roads <input type="checkbox"/> 79 Cemeteries <input type="checkbox"/> 80 Recycling <input type="checkbox"/> 87 Parks & Cemeteries <input type="checkbox"/> 90 JD Dealer Owned Rental Fleet <input type="checkbox"/> 92 Highway Mowing <input type="checkbox"/> 94 Golf Courses <input type="checkbox"/> 95 Institutions <input type="checkbox"/> 96 Independent Rental Co
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THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE FOLLOWING PAGES HEREOF. ALL OF WHICH ARE HEREBY MADE A PART OF THIS RENTAL AGREEMENT.

LESSEE (Customer)	LESSOR (Dealer)
SIGNATURE	SIGNATURE
DATE	DATE

1. General. The above-named Lessor hereby leases to the above named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at the address shown above or to such other person and address as Lessor may direct from time to time. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof. Lessee agrees to remit to Lessor the rental payments and all other amounts when due and payable, even if Lessor does not send Lessee a bill or an invoice. Lessee agrees that any amount due under this Rental Agreement, may, if specified above, at the option of the Lessor, be submitted by Lessor as a charge authorized by Lessee to the PowerPlan or Farm Plan account of Lessee, and Lessee agrees that the terms of that account shall thereafter apply to any accepted charges. For any payment which is not received by its due date, Lessee agrees to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks Lessee sends to Lessor will not change or reduce Lessee's obligations to Lessor. If a payment is returned to Lessor by the bank for any reason, Lessee agrees to pay Lessor a fee of \$50.00, or the maximum amount permitted by law, whichever is less. Rental payments and other payments may be applied, at Lessor's discretion, to any obligation Lessee may have to Lessor or its assignee or any affiliate of Lessor or its assignee. If the total of all payments made during the rental term exceeds the total of all amounts due under the Rental Agreement by less than \$50, Lessor may retain such excess. Rental terms and conditions from all invoices, monthly statements, or other agreements between Lessor and Lessee are hereby incorporated into this Rental Agreement. **LESSEE'S PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.**
2. Security Deposit. Any Security Deposit will be held by Lessor in a non-interest bearing account, commingled with other funds. Lessor may apply the Security Deposit to any amounts due under the Rental Agreement and, if Lessor does so, Lessee agrees to promptly remit to Lessor the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to Lessee within thirty days of termination of the Rental Agreement and final inspection by Lessor, provided Lessee is not in default.
3. Equipment Use. LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. Lessor is the owner of the Equipment and the Lessee has only the right to use the Equipment under the terms of this Rental Agreement. You agree to USE THE EQUIPMENT ONLY FOR, CONSTRUCTION, AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. It is contemplated that the Equipment will be operated for not more than the Maximum Hours specified above, and Lessee agrees to pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of the Maximum Hours. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is rented for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours or operation. Lessee agrees to affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings Lessor may provide. Lessee agrees to pay \$_____ if the hour meters is meter is damaged or rendered inoperative during the term of this Rental Agreement. Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession. Damage to the Equipment, shall not abate or excuse the making of prescribed rental payments. Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at Lessee's sole expense, any and all repairs. Lessee agrees (a) to not move the Equipment to another county or state without notifying Lessor within 30 days; (b) to operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) to perform (at Lessee's expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to Lessee, reasonable wear excepted; (d) to not install any accessory or device on the Equipment, unless it can be removed without damaging the Equipment or in any way affecting the value, useful life, or originally intended use of the Equipment; (e) to not represent the Equipment as owned by Lessee or to pledge the Equipment as collateral to any lender or other party; (f) to load, unload, transport, and secure for transport, in accordance with all laws; (g) to acquire or purchase all proper permits in compliance with all federal and state traffic law. Upon any expiration or termination of this Rental Agreement, all Equipment shall be returned by Lessee at Lessee's sole expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered it to Lessee, reasonable wear excepted, and conforms to any maintenance standards incorporated into the Rental Agreement. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates. If Lessee fails to return the Equipment promptly upon any expiration or termination of this Rental Agreement, additional rent shall be payable by Lessee for each day the Lessee remains in possession of the Equipment, in an amount prorated at one and one-half times the normal rental payment amount. Lessee agrees to keep the Equipment free and clear of liens and encumbrances, except those in Lessor's favor, and promptly notify Lessor if a lien or encumbrance is placed or threatened against the Equipment. The Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to Lessor, John Deere, or other John Deere dealers. Lessee agrees that Lessor, John Deere and other John Deere dealers (their affiliates, successors and assigns), without further notice to Lessee have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, the Equipment or any hardware or devices interfacing with the Equipment ("Machine Data"); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, the Equipment, including Telematics ("Data Reporting Systems"); and (iii) update the Data Reporting Systems software from time to time. Machine Data may be transferred out of the country where it is generated, including to the U.S.A. In the event that the Machine Data includes Lessee's personal information, Lessee hereby consents to the collection, use and disclosure of such personal information, to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee warrants that it has obtained any necessary consent from its employees or any other third parties, including with respect to the transfer of Machine Data to other jurisdictions, to comply with any applicable privacy laws or contractual agreements with such employees or third parties and to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee shall not use the Data Reporting Systems to track the location of any person unless Lessee has first obtained any necessary approvals from such person to permit Lessee, Lessor, John Deere and other John Deere dealers to track such location. Lessee shall not remove, modify or disable any Data Reporting Systems without Lessor's prior written consent.

Customer's Initials _____
Date _____

4. Risk of Loss. Lessee unconditionally assumes all risk and liability for, all damages for injuries or death to person and property arising out of or related (whether directly or indirectly) to the use, rental, possession or transportation of the Equipment including, but not limited to, any claims that Lessor was negligent, failed to warn Lessee of any risks or dangers associated with use, possession or transportation of the Equipment, or failed to assist Lessee load, unload, transport or inspect the Equipment before, during or after the Term of Lease. Lessee, at their own expense will carry public liability insurance with minimum liability limits in the amount of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and in the minimum amount of \$100,000 per occurrence for property damage. In addition, Lessee will maintain property insurance for all loss or damage to the equipment for not less than 100% of the equipment value and accessories. All insurance must be with companies and policies acceptable to Lessor which shall list Lessor as an additional loss payee & joint payee of any Equipment insurance claim proceeds. Lessee's obligation to insure the Equipment continues until Lessee returns the Equipment to Lessor and Lessor accepts it. Neither Lessor, its assigns, the wholesale distributor nor the Manufacturer shall be liable for any special, incidental, consequential or punitive damages that may result from any failure or use of the Equipment or for breach of this Agreement. Until the Equipment is returned to Lessor in satisfactory condition, Lessee is responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment. Lessee must promptly notify Lessor of any such event. In the event of any loss or damage to the Equipment, Lessee agrees to promptly repair or replace the Equipment to Lessor's satisfaction, at Lessee's sole cost, and the terms of the Rental Agreement will continue to apply throughout the Rental Agreement term.
5. Purchase Option. Upon expiration of the term of the Rental Agreement or at any time during such term, and provided Lessee is not in default, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above (plus applicable taxes, including estimated property taxes) and may apply to such purchase price the percentage specified above of all rentals therefore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the Equipment in some other manner agreed to in writing by the parties. Lessor has not made and does not warrant, represent, or otherwise make any promises related to financing the purchase price of the Equipment. Lessee is solely responsible for securing the purchase price of the Equipment. Upon receipt of the remainder of the purchase price, we will transfer to you all of our right, title and interest in the purchased equipment AS-IS, WHEREIS, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. The terms of the Rental Agreement continue prior to any final transfer of Lessor's right, title and interest in the purchased Equipment including Lessee's agreement to make timely rental payments.
6. Indemnification. Lessee shall be solely responsible for all losses, damages, injuries, death, suits, actions, claims, attorneys' fees and costs, ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the use, rental, possession or transportation thereof including any Claims Lessor was negligent. Lessee agrees to protect, defend and indemnify and hold Lessor harmless, from and against all Claims of any kind or nature whatsoever, although Lessor reserves the right to control the defense and to select or approve defense counsel. Lessee will promptly notify Lessor of all Claims made. Lessee's liability under this Section is not limited to the amounts of insurance required under this Rental Agreement. This indemnity commences upon the Rental Term Begins on Date of this Rental Agreement and continues beyond the termination of this Rental Agreement, for acts or omissions, which occurred during the Rental Agreement term. Lessee waives all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.
7. Addition of Accessories: Lessee will not, without the express written consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices affixed to the Equipment shall automatically become the property of Lessor unless such accessory device can be removed without in any way (a) diminishing the value of the Equipment, or (b) affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be promptly repaired at Lessee's sole expense to the satisfaction of the Lessor.
8. Compliance with Regulations: Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use, transportation and maintenance of the Equipment. If applicable law requires tax returns or reports to be filed by Lessee, Lessee agrees to promptly file such tax returns and reports and deliver copies to Lessor. Lessee agrees to keep and make available to Lessor all tax returns and reports for taxes paid by Lessee. If applicable, Lessee shall include the Equipment in its rental fleet for emissions reporting purposes and shall accurately prepare and file all such reports in a timely manner.
9. Inspection: Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Lessor, John Deere and other John Deere dealers may use Data Reporting Systems at any time during the term of this Rental Agreement to collect Machine Data from the Equipment and determine its location, condition, or other operating parameters.
10. Assignment: Lessor may, without notice to Lessee, assign this Rental Agreement and all of Lessor's rights in and to the Equipment and all rents due or to become due to Lessor hereunder. Lessee's obligation to pay rent under this Rental Agreement shall not as to any such assignee be subject to any diminution arising out of any breach of any obligation hereunder or other liability of Lessor to Lessee. Lessee may not assign this Rental Agreement, sub-lease or allow anyone other than Lessee's employees to use the Equipment. Lessee agrees not to assert against Lessor's assignee any claims, offsets or defenses which Lessee may have against Lessor.
11. Default: If (a) Lessee shall (1) fail to make rental, service, or other payment when due, (2) attempt to sell or encumber the equipment, (3) cease operating, (4) institute or have instituted against him proceedings under any bankruptcy or insolvency law, (5) make an assignment for the benefit of creditors, (6) fail to comply with any other provisions of this Rental Agreement, (7) merge with or consolidate into another entity; (8) sell substantially all its assets; (9) dissolve or terminate its existence; (10) use the Equipment in a manner Lessor deems is improper or unreasonable; or (11) Lessee (if an individual) dies, or if, (b) any attachment, execution, writ of process is levied against the Equipment or any of Lessee's property, or if (c) a default occurs under any other agreement between Lessee (or any of Lessee's affiliates) and Lessor (or any of Lessor's affiliates); or if (d) for any reason Lessor deems itself insecure or the Equipment unsafe; or if (e) Lessor, in its opinion, deems Lessee's financial condition unsatisfactory Lessor may determine that Lessee is in default (An "Event of Default").

Customer's Initials _____
Date _____

12. Remedies: Upon the occurrence of an Event of Default, Lessee shall (a) deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee, and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor (b) AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, pay the sum of (i) all rent and other amounts then due and payable to Lessor; plus (ii) the present value of all remaining rent payments and other amounts, discounted at the rate implicit in this Rental Agreement, (c) pay damages for any injury to the Equipment, legal expenses (including, without limitation, court costs and attorney's fees), the cost of any repossession and/or removal of the Equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business. Upon the occurrence of an Event of Default, Lessor may also exercise any other remedy available at law or in equity. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately at any time. No delay in, or failure to, exercise or enforce any right or remedy hereunder, whether in whole or in part, shall serve to waive, compromise, impair or diminish any such rights or remedies.
13. Construction: This is an agreement for Equipment rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment rented hereunder except as a Lessee. This Rental Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. In the event of an ambiguity in or dispute regarding the interpretation of this Rental Agreement, interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafting party. If a court finds any part of this Rental Agreement to be invalid or unenforceable, the remainder of this Rental Agreement will remain in effect. Lessee permits Lessor to monitor and record telephone conversations between Lessee and Lessor.
14. Guaranteed Rental – Return of Equipment: Provided the guaranteed rental shown on Page 1 is or has been paid Lessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor. In the event such termination occurs prior to the expiration of the rental Agreement term, Lessee agrees to (a) promptly deliver the Equipment to Lessor at the time and place Lessor chooses; and (b) pay to Lessor the remainder of all rental payments for the Minimum Rental period Guaranteed by Lessee, which will all be immediately due and payable. If this Rental Agreement is terminated for any reason and Lessee does not return the Equipment to Lessor, Lessee agrees to remit to Lessor, until such time as the Equipment is returned to Lessor in accordance with the provisions of this Section, additional lease payments each month equal the Rental Rate, or its monthly equivalent.
15. Replacement: Lessor may, at Lessor's option, replace the Equipment with a similar machine at any time during the rental term. Lessor will notify Lessee if Lessor intends to exercise this option, and Lessee will have three (3) business days following such notice in which to exercise the purchase option provided in this Lease or return the Equipment to Lessor. Upon return of the Equipment to Lessor, the rental term hereunder shall terminate, and the parties will enter into a new original Rental Agreement covering the replacement machine. Such new Rental Agreement shall extend, at a minimum, for the remainder of this Rental Agreement's rental term and shall have a rental rate no greater than the rate for rental of the Equipment hereunder.
16. Lessee Representations and Warranties: Lessee represents, warrants and covenants to Lessor so long as this Rental Agreement is in effect, that: (a) execution, delivery and performance by you of this Rental Agreement does not and will not (1) violate any applicable law; (2) breach any order of court or other governmental agency, or of any undertaking Lessee is a party to or by which Lessee is bound; (b) Lessee will comply with all applicable laws, ordinances and regulations; (c) Lessee will not take any action, including filing any tax or other report, that is inconsistent with Lessor's ownership of the Equipment; (d) all information Lessee has given to Lessor is true, accurate and complete; (e) since the date of the most recent financial information given to Lessor, no material adverse change in Lessee's business, assets, or prospects has occurred. Lessee will promptly deliver to Lessor such financial statements, reports and other information as Lessor may request; (f) Lessee is and will remain duly organized, validly existing and in good standing under the laws of Lessee's jurisdiction of organization; (g) Lessee is qualified to do business under the laws of all other jurisdictions where qualification is required or advisable; (h) the execution, delivery and performance by Lessee of the Rental Agreement will not breach any provision of Lessee's organizational documents or legal authority. Lessee acknowledges and agrees, that (1) the Equipment was selected by Lessee; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, Lessee (3) the safe operation and the proper servicing of the Equipment were explained to Lessee (4) Lessee received the written warranty applicable to the Equipment and understands that the written warranty is not a part of this Rental Agreement.
17. General: Time is of the essence of this Rental Agreement. LESSOR AND LESSEE EACH IRREVOCABLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A JURY TRIAL. Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof. Lessee irrevocably authorizes Lessor, at any time, to (a) insert or correct information on this Rental Agreement, including Lessee's correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse Lessee's name on remittances for insurance and Equipment sale or rental proceeds.

Customer's Initials _____
Date _____

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	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7410	Department	Purchasing	Department	
Fax	(402) 441-6513	Building	Suite 200	Building	
Bid Number	4265	Floor/Room		Floor/Room	
Title	Lease Seasonal Motor Graders	Telephone	(402) 441-7428	Telephone	
Bid Type	Quote	Fax	(402) 441-6513	Fax	
Issue Date	11/02/2012	Email	smulder@lincoln.ne.gov	Email	
Close Date	11/7/2012 10:00:00 AM CST				
Need by Date					

Supplier Information

Company MURPHY TRACTOR & EQUIPMENT CO.INC.
 Address 6100 Arbor Road
 Lincoln, NE 68517

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 467 1300
 Fax 1 (402) 467-1927
 Email
 Submitted 11/5/2012 5:16:31 PM CST
 Total \$15,400.00

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	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Escallation/De-escalation	(a) Are your bid prices firm for a one (1) year contract period. YES or NO (b) Are your bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____. (d) Are you willing to hold your bid prices for a second (2nd) year?	D, price fixed for a second year.
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Contact	Name of person submitting this bid:	Tim Jindra
9	Company Representative	Company Representative responsible for the administration of this Agreement. Name: _____ Title: _____ Phone No. _____	John Spellman Branch Manager 402-467-1300
10	Lease Agreement	I acknowledge that I have included in my bid a copy of our lease agreement. I have attached this in the response attachment section of the bid.	attached
11	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	26,000lb Class Four Wheel Drive Articulated Frame Motor Grader.	\$3,850.00

Item Notes:
Price to be rate per month!

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model	Please provide the manufacturer and model of grader you are bidding.	John Deere G Series 670/770
2	Number of Hours	Please specify the numbers of hours on your grader.	Less than 1000
3	Excess Per Hour Rate	What is your excess per hour rate over maximum?	40

2	1	EA	26,000lb Class Four Wheel Drive Articulated Frame Motor Grader.	\$3,850.00
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Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

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3	1	EA	26,000lb Class Four Wheel Drive Articulated Frame Motor Grader.	\$3,850.00
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Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

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4 1 EA 26,000lb Class Four Wheel Drive Articulated Frame Motor Grader. \$3,850.00

Item Notes:

Supplier Notes:

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Response Total: \$15,400.00

**EQUIPMENT LEASE
ARTICULATED FRAME FOUR-WHEEL DRIVE MOTOR GRADER
(MINIMUM REQUIREMENTS)**

1. APPLICATION

- 1.1 This motor grader will be utilized by the City of Lincoln in a variety of applications:
 - 1.1.1 Maintenance of unpaved roadways and alleys where turning radius and visibility is imperative.
 - 1.1.2 Maintenance and construction of drainage and roadway ditches where traction and low speed power and control is required.
 - 1.1.3 Snow and ice removal requiring the machine to properly function and maintain a comfortable operators compartment in temperatures to -20 degrees F.
- 1.2 All operations must be capable of being safely accomplished from a sitting position with a clear unobstructed view of critical areas.

2. TYPE

- 2.1 Six wheels-four wheel tandem drive, articulated frame.

3. SIZE AND CLASS

- 3.1 SAE minimum operating weight, without add-on weight or wheel ballast 26,000 lbs.

4. AGE AND CONDITION

- 4.1 The motor grader offered shall be no more than five (5) years old and have a maximum of 5000 hours usage as recorded by the engine hour meter.
- 4.2 Minimum overall condition shall be excellent to good based on industry standards.

5. GUARANTEED TERM

- 5.1 The City of Lincoln will lease the motor grader for a minimum term of four (4) months commencing November 15, 2012 or upon execution of contract; at a maximum usage of 400 operating hours over the term of the contract.
- 5.2 The option to renew this lease for one (1) additional season with like machines will be as described in the attached Special Provisions For Commodity Term Contracts.
 - 5.2.1 The City will make the sole determination if machines proposed for additional seasons are acceptable.

6. DELIVERY

- 6.1 The Lessor shall be responsible for delivery of the motor grader complete and ready for operation (less cutting edges) , to the Public Works Maintenance Facility, 901 North 6th Street, Lincoln Nebraska, upon execution of contract.
- 6.2 A bare moldboard is requested with no cutting edges provided on the machine's at time of delivery as city will furnish and install all cutting edges.
- 6.3 The Lessor shall provide a minimum of two (2) hours of on-site operation and maintenance training, at the time of delivery.

7. EQUIPMENT SPECIFICATIONS (MINIMUM REQUIREMENTS)

- 7.1 Net horse power at rated RPM 125.
- 7.2 Cold weather starting aid.
- 7.3 Engine side enclosures.
- 7.4 Full power shift transmission.
- 7.5 Two (2) high-output, driving lights.
- 7.6 Two (2) front and rear work lights.
- 7.7 Two (2) blade lights.
- 7.8 Two (2) rear stop lights.
- 7.9 Two (2) front and rear turn signals.

- 7.10 One (1) cab roof mounted strobe or rotational amber warning light.
- 7.11 Reverse warning alarm.
- 7.12 Cab interior and panel lights.
- 7.13 Operator controlled or automatic differential lock.
- 7.14 Full hydraulic front steering plus articulation.
- 7.15 14ft. Moldboard standard AASHTO hole spacing.
- 7.16 Full hydraulic controls.
- 7.17 SAE ROPS certified isolation mounted, deluxe insulated steel cab.
- 7.18 Adjustable front console.
- 7.19 Front upper and lower windshield washers and wipers.
- 7.20 Rear window washer and wiper.
- 7.21 Deluxe suspension seat with seatbelt.
- 7.22 High output heater and defroster.

8. GENERAL TERMS AND CONDITIONS

- 8.1 The following service and/or repair related expenses will be the responsibility of the Lessor, over the term of this contract:
 - 8.1.1 All Preventive Maintenance, Service, Repairs and Adjustments required to keep the motor grader in satisfactory operating condition, based upon industry standards.
 - 8.1.2 This shall include all parts, labor, fluids, lubricants and expendables unless otherwise stated in Section 8.2 of this document.
- 8.2 The following will be excluded from the Lessors responsibility, unless normally covered under the manufacturers standard warranty.
 - 8.2.1 All labor associated with the manufacturers recommended operators service and inspection.
 - 8.2.2 All fuel, lubricants and top off fluids associated with operators service and inspection.
 - 8.2.3 All parts and labor associated with ground engaging equipment to include cutting edges, bits, shanks, teeth and blades.
 - 8.2.4 Service and/or repairs due to acts of nature, fire, theft, vandalism, accident or neglect or abuse directly caused by The City of Lincoln

9. EQUIPMENT DOWNTIME

- 9.1 Lessor shall provide full emergency after hours service on a twenty-four (24) hour, seven day a week basis.
 - 9.1.1 Response time following notification by the City to the Lessor shall be a maximum of two (2) hours.
 - 9.1.2 Failure of the Lessor to provide an accessible contact, or to meet the requirements as described in section 9.1.1 will be subject to liquidated damages in the amount of \$500.00 per incident.
 - 9.1.3 Rental fees do not accrue during equipment downtime, as calculated on a per hour basis from the time of notification to the time of return to service.
 - 9.1.4 failure of Lessors to complete service and/or repairs, the Lessor shall provide to the City of Lincoln at the Lessors expense a loaner motor grader of equal size and design, until such time as the motor grader is placed back in service.
 - 9.1.4.1 Failure of the Lessor to provide such a loaner motor grader after such two (2) day period will subject the Lessor to liquidated damages in the amount of \$500.00 per day.

10. EQUIPMENT RETURN

- 10.1 The Lessor shall be responsible for pick-up of the motor grader at the Public Works Maintenance Facility, 901 North 6th, Lincoln Nebraska, on February 28th, 2013 or depending upon date of executed contract.
- 10.2 The City of Lincoln shall have the motor grader fueled (same level as delivery), clean, daily service completed and cutting edges removed at time of pick-up.

11. BID AWARD CRITERIA

- 11.1 The City of Lincoln will award the bid on a unit by unit or total group basis.
- 11.2 Bids conditioned upon the acceptance by the City of Lincoln of all or a minimum number of motor graders will not be accepted.
- 11.3 Conformance to the Equipment Specification Minimums concerning size, type and class of the motor grader offered, and the ability to provide specific equipment as indicated.
- 11.4 Bidders ability to provide the desired product support as indicated.
- 11.5 Previous experience with both the bidder and product being offered.
- 11.6 Lowest bid price.
- 11.7 Equipment availability.

12. SUPPLEMENTAL INSTRUCTIONS

- 12.1 Vendor shall submit bid documents and supporting material via e-bid.
- 12.2 All inquiries regarding these specifications shall be directed to Sharon Mulder, Asst. Purchasing Agent, via e-mail request to (smulder@lincoln.ne.gov) or faxed request to (402) 441-6513.
 - 12.2.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
 - 12.2.2 No direct contact is allowed between vendor and other City staff throughout the bid process.
 - 12.2.2.1 Failure to comply with this directive may result in vendor bid being rejected