

**AMENDMENT TO CONTRACT**  
**Noxious Weed Control - Spraying/Mowing for City of Lincoln Landfills**  
**Quote No. 5096**  
**Lancaster County**  
**Renewal**  
**DeAngelo Brothers**

This Amendment is hereby entered into by and between DeAngelo Brothers, 1484 Woolsey Heights, Colorado Springs, CO 80915(hereinafter "Contractor") and Lancaster County, (hereinafter "County"), for the purpose of amending the Contract dated May 19, 2015, under County Contract No. C-15-0219, for Noxious Weed Control - Spraying/Mowing for City of Lincoln Landfills, Quote No. 5096, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is May 19, 2015 through May 18, 2016, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by County Contract C-16-0200 executed by the County Board on May 3, 2016 to renew the contract for an additional one (1) year term from May 19, 2016 through May 18, 2017; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning May 19, 2017 through May 18, 2018; and

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

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in County Contract No. C-15-0219, and stated herein the parties agree as follows:

- 1) The parties wish to renew the Contract for an additional one (1) year term beginning May 19, 2017 through May 18, 2018.
- 2) The expenditures for Lancaster County for the term of this renewal shall not exceed \$10,000.00 without approval by the Lancaster County Board of Commissioners.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page  
Lancaster County Signature Page

**Vendor Signature Page**

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

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

<b>Company Name:</b>	DeAngelo Brothers LLC
<b>By: (Please Sign)</b>	<i>James Raszewicz</i>
<b>By: (Please Print)</b>	James Raszewicz
<b>Title:</b>	Branch Manager - Colorado Springs Co
<b>Company Address:</b>	1484 WOOLSEY HEIGHTS, Colorado Springs, CO 80915
<b>Company Phone &amp; Fax:</b>	719-597-3003 (A) 719-597-3005 (F)
<b>E-Mail Address:</b>	James.Raszewicz@DBIServices.com
<b>Date:</b>	4-28-2017
<b>Contact Person for: Service or Orders"</b>	Natalie Prince / James Raszewicz
<b>Contact Phone Number:</b>	719-338-0659 / 719-244-2553

**Lancaster County Signature Page**

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**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED- OWNERS, LESSEES OR  
CONTRACTORS- SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II- Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### Workers' Compensation and Employers' Liability Policy

Named Insured DBI SERVICES 100 NORTH CONAHAN DRIVE HAZLETON PA 18201	Endorsement Number
Policy Period 11-01-2016 TO 11-01-2017	Policy Number Symbol: WLR Number: C47863028
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	Effective Date of Endorsement 11-01-2016
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

#### Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.  
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.