## AMENDMENT TO CONTRACT Annual Service Noxious Weed Control - Spraying/Mowing Bid No. 15-087 Lancaster County Renewal Gary's Lawn & Landscape

This Amendment is hereby entered into by and between Gary's Lawn & Landscape, 1418 S. 3<sup>rd</sup> Street, Lincoln, NE 68502 (hereinafter "Contractor") and Lancaster County, (hereinafter "County"), for the purpose of amending the Contract dated May 19, 2015, under County Contract No. C-15-0217, for Annual Service - Noxious Weed Control - Spraying/Mowing, Bid No. 15-087, 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 No. C-16-0210 on May 10, 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 Weed Control Authority for the term of this renewal shall not exceed \$15,000.00 without approval by the Lancaster County Board of Commissioners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in County Contract No. C-15-0217, 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 Weed Control Authority for the term of this renewal shall not exceed \$15,000.00 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

#### AMENDMENT TO CONTRACT Annual Service Noxious Weed Control - Spraying/Mowing Bid No. 15-087 Lancaster County Renewal Gary's Lawn & Landscape

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

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

Company Name:	Gary's Low and Landscope LLC
By: (Please Sign)	
By: (Please Print)	Thomas Brinett
Title:	Manager
Company Address:	1418 5 3-0 St.
Company Phone & Fax:	402- 840- 5094
E-Mail Address:	gary's lawn and In adscope @ quanil.com
Date:	4/26/17
Contact Person for: Service or Orders"	Tom Bennett
Contact Phone Number:	402-840-5094

Annual Supply - Noxious Weed Control - Spraying/Mowing, Bid No. 15-087 Gary's Lawn & Landscape

# Lancaster County Signature Page

## AMENDMENT TO CONTRACT Annual Service Noxious Weed Control - Spraying/Mowing Bid No. 15-087 Lancaster County Renewal Gary's Lawn & Landscape

#### **EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of Lancaster, Nebraska

Deputy Lancaster County Attorney

dated

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/03/2016

	THIS CERTIFICATE IS ISSUED AS A I CERTIFICATE DOES NOT AFFIRMATI BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AN	VEL	Y OR	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTER	ND OR ALTI	ER THE CO	VERAGE AFFORDE	CAT D B	Y THE	LDER. THIS
L I	MPORTANT: If the certificate holder i f SUBROGATION IS WAIVED, subject his certificate does not confer rights t	to th	ne ter	rms and conditions of th	e polic	y, certain po	olicies may i				
	DDUCER				CONTA NAME:						
	Aurora Insurance				PHONE (A/C, No, Ext): 402-694-5000 (A/C, No): 402-694-4017						
	Box 225				E-MAIL ADDRESS: gail.aurorains@hamilton.net						
Aurora NE 68818-0225			INSURER(S) AFFORDING COVERAGE						NAIC #		
				INSURER A : Addison Insurance						10324	
INS	INSURED OLIVIER OLIVIER			INSURER B : FIRSTCOMP UNDERWRITERS							
	Gary's Lawn & Landscape			INSURER C :							
	Gary Nunnally				INSURE						
	1418 S. 3rd Street	4.4			INSURE						
	LINCOLN NE 68502-19				INSURE						
cc	OVERAGES CER	TIFIC	CATE	NUMBER: 2016100315				REVISION NUMBE	R:		1
	THIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH		NSUF REME AIN, CIES.	RANCE LISTED BELOW HAY NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	VE BEE OF AN ED BY	N ISSUED TO Y CONTRACT THE POLICIE REDUCED BY	OR OTHE INSURE OR OTHER I S DESCRIBEI PAID CLAIMS.	D NAMED ABOVE FO	OR T	ст то	WHICH THIS
INSE		INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	S	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE		\$	1,000,000
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrenc	e)	\$	100,000
A								MED EXP (Any one perso	n)	\$	5,000
		Y	N	60451751		10/03/2016	10/03/2017	PERSONAL & ADV INJUR	Y	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		\$	2,000,000
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP	AGG	\$	2,000,000
	OTHER:							Fire Damage		\$	
	AUTOMOBILE LIABILITY	TOMOBILE LIABILITY						COMBINED SINGLE LIMI (Ea accident)	Г	\$	1,000,000
	ANY AUTO							BODILY INJURY (Per per	son)	\$	
A	OWNED SCHEDULED AUTOS ONLY AUTOS			00454754		10/03/2016	10/03/2017	BODILY INJURY (Per acc	dent)	\$	
· ` `	HIRED NON-OWNED AUTOS ONLY	N	N	60451751				PROPERTY DAMAGE (Per accident)		S	
										\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE		\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
	DED RETENTION \$									\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	N	MWC0100286-01	09/18/20			PER O STATUTE E	TH- R		
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED?					09/18/2016	09/18/2017	E.L. EACH ACCIDENT		\$	100,000
-	(Mandatory in NH)							E.L. DISEASE - EA EMPL	OYEE	\$	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY L	IMIT	\$	500,000
DES	SCRIPTION OF OPERATIONS / LOCATIONS / VEHICI	ES (/	CORD	101 Additional Democily Schools	1						
10.0					is, may b	attacheu il mor	apace is require	50)			
La	ancaster County - Additiona	l In	sure	ed							
65											
	RTIFICATE HOLDER				CANC	ELLATION					
	Lancaster County 550 So. 10th Street LINCOLN NE 68508				THE	EXPIRATION ORDANCE WI	I DATE THE TH THE POLIC	ESCRIBED POLICIES I REOF, NOTICE WI Y PROVISIONS.			
Email: dwinkler@lincoln.ne.gov				AUTHORIZED REPRESENTATIVE							

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
  - 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- **a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- **b.** 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.

- **2.** This insurance does not apply to:
  - **a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - **b.** "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- **B.** 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.

0305

10-03-2016

POLICY NUMBER: 60451751

# **COMMERCIAL GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS - ADDITIONAL INSUREDS**

Schedule of Additional Insureds	Premium
STATE OR POLITICAL SUBDIVISIONS-PERMITS CG2012 -NEBRASKA	50
CITY OF LINCOLN LINCOLN PARKS & RECREATION	

CG 71 54 01 07

2740 A STREET LINCOLN NE 68502

LANCASTER COUNTY

440 S 8 STREET LINCOLN NE 68503

C/O CITY OF LINCOLN PURCHASING

AGENT COPY

\*11004130\*



