

**AMENDMENT TO CONTRACT
Weed Abatement - Mowing
Bid No. 15-080
Lancaster County
Renewal
Gary's Lawn & Landscape**

This Amendment is hereby entered into by and between Gary's Lawn & Landscape, 1418 S 3rd St., Lincoln, NE 68502 (hereinafter "Contractor") and Lancaster County, (hereinafter "County"), for the purpose of amending the Contract dated June 23, 2015, under County Contract No. C-15-0304, for Weed Abatement - Mowing, Bid No. 15-080, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is June 23, 2015 through June 22, 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-16-0352 on July 5, 2016, to renew the contract for an additional three (3) year term from June 23, 2016 through June 22, 2017; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning June 23, 2017 through June 22, 2018; and

WHEREAS, the expenditures for Lancaster County 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-15-0304, and stated herein the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning June 23, 2017 through June 22, 2018.
- 2) The expenditures for Lancaster County 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

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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 Lawn and Landscape
By: (Please Sign)	
By: (Please Print)	Thomas Bennett
Title:	Manager
Company Address:	1418 S 3rd St.
Company Phone & Fax:	402-840-5094
E-Mail Address:	garyslawnandlandscape@gmail.com
Date:	6/2/17
Contact Person for: Service or Orders"	Tom Bennett
Contact Phone Number:	402-840-5094

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 _____



CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Aurora Insurance Box 225 Aurora NE 68818-0225	CONTACT NAME:	Gail Nelson	
		PHONE (A/C, No, Ext):	402-694-5000	FAX (A/C, No):
		E-MAIL ADDRESS:	gail.aurorains@hamilton.net	
INSURER(S) AFFORDING COVERAGE			NAIC #	
		INSURER A:	Addison Insurance	10324
INSURED	Gary's Lawn & Landscape Gary Nunnally 1418 S. 3rd Street LINCOLN NE 68502-1911	INSURER B:	FIRSTCOMP UNDERWRITERS	
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 20161003151223156 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	Y	N	60451751	10/03/2016	10/03/2017	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000							
	MED EXP (Any one person) \$ 5,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
	GENERAL AGGREGATE \$ 2,000,000							
	PRODUCTS - COMP/OP AGG \$ 2,000,000							
	Fire Damage \$							
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	60451751	10/03/2016	10/03/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	BODILY INJURY (Per person) \$							
	BODILY INJURY (Per accident) \$							
	PROPERTY DAMAGE (Per accident) \$							
	\$							
	\$							
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$	
	\$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	N	MWC0100286-01	09/18/2016	09/18/2017	PER STATUTE
	OTH-ER							
	E.L. EACH ACCIDENT \$ 100,000							
	E.L. DISEASE - EA EMPLOYEE \$ 100,000							
								E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Lancaster County - Additional Insured

CERTIFICATE HOLDER

CANCELLATION

Lancaster County
550 So. 10th Street
LINCOLN NE 68508

Email: dwinkler@lincoln.ne.gov

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gail Nelson

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

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
LANCASTER COUNTY C/O CITY OF LINCOLN PURCHASING 440 S 8 ST LINCOLN NE 68503	AS PER CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

PREMIUM 50

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.

Notice to Policyholders — Location and Premises Clarification

This notice does not provide you with any coverage and is intended solely as a clarification of our intent.

Wherever any reference to location is made in the Declarations, Supplemental Declarations, Coverage Forms, or endorsements that comprise this policy, that reference shall also be deemed to apply to premises, and likewise any reference to premises shall be deemed to apply to location.

This notice is provided to you as certain documents that comprise your policy may use these terms interchangeably.

If you have any questions regarding this notice please contact your agent.

Thank you for doing business with United Fire Group.