

AMENDMENT TO CONTRACT
Weed Abatement - Mowing
Bid No. 15-080
Lancaster County
Renewal
Lee's Lawn Maintenance

C-17-0403

This Amendment is hereby entered into by and between Lee's Lawn Maintenance, 11505 No. 14th St., Raymond, NE 68428 (hereinafter "Contractor") and Lancaster County, (hereinafter "County"), for the purpose of amending the Contract dated June 23, 2015, under County Contract No. C-15-0305, 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-16-0353 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 \$8,000.00 without approval by the Lancaster County Board of Commissioners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in County Contract No. C-15-0305, 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 \$8,000.00 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
Weed Abatement - Mowing
Bid No. 15-080
Lancaster County
Renewal
Lee's Lawn Maintenance**

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:	Lee's Lawn Maintenance
By: (Please Sign)	Darril Hauser
By: (Please Print)	Darril Hauser
Title:	OWNER
Company Address:	11505 N 14 th St Raymond NE 68428
Company Phone & Fax:	402-430-7935
E-Mail Address:	Staceyhauser3480@yahoo.com
Date:	5-25-2017
Contact Person for: Service or Orders"	Darril Hauser
Contact Phone Number:	402-430-7935

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Weed Abatement - Mowing
Bid No. 15-080
Lancaster County
Renewal
Lee's Lawn Maintenance**

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)
05/30/2017

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 Florists' Mutual Insurance Company/Hortica, Florists' Insurance Services Inc P O Box 428 1 Horticultural Lane Edwardsville, IL 62025	1-800-851-7740 CONTACT NAME: Janice Masters Account #233988 PHONE (A/C. No. Ext): 800-851-7740 e FAX (A/C. No): 866-819-9256 E-MAIL ADDRESS: janice.masters@hortica.com																					
INSURED Hauser Inc Lee's Lawn Maintenance 11505 N 14th Street Raymond, NE 68428	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>FLORISTS MUT INS CO</td> <td>13978</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	FLORISTS MUT INS CO	13978	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 49970415

REVISION NUMBER:

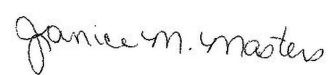
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP14828	04/15/17	04/15/18	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							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
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			FMA010720	04/15/17	04/15/18	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EX11034	04/15/17	04/15/18	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCN35094	04/15/17	04/15/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Pesticide/Herbicide Applicator Coverage			BP14828	04/15/17	04/15/18	Per Occurrence	1,000,000
							Aggregate	2,000,000

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

Lancaster County is named as its interests appear on the attached L2031 (07/12)

CERTIFICATE HOLDER**CANCELLATION**

Lancaster County 555 s 10th St Lincoln, NE 68508 USA	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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS BLANKET ADDITIONAL INSURED -
WHEN REQUIRED BY WRITTEN CONTRACT**

ONGOING & COMPLETED OPERATIONS – BLANKET WAIVER OF SUBROGATION – PRIMARY & NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (optional - see Paragraph A.)

Name Of Person(s) Or Organization(s) as required by "written contract":	Location(s) And Description of Covered Operations per the "written contract":
<p>Lancaster County 555 So 10th Street Lincoln NE 68508</p>	

A. ADDITIONAL INSURED - CONTRACTORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) you are required by a "written contract" to add as an additional insured on this Coverage Part.

The "written contract" requirement for additional insured status is automatically fulfilled for any additional insured shown in the Schedule above.

B. Coverage provided to such additional insured(s) is limited as follows:

1. ONGOING OPERATIONS:

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (a)** Your acts or omissions; or
- (b)** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations as specified in the "written contract".

2. COMPLETED OPERATIONS:

- (a) Such person(s) or organization(s) is an additional insured with respect to liability included in the "products-completed operations hazard" for "bodily injury" or "property damage" caused, in whole or in part, by "your work" only if:
 - i. The "written contract" requires you to provide the additional insured such coverage; and
 - ii. "Your work" included in the "products-completed operations hazard" is limited to the location designated and described in the "written contract".
- (b) Such coverage for the additional insured ends at the earliest of the following:
 - i. The date specified in the "written contract"; or
 - ii. Five years from the completion of "your work" included in the "products-completed operations hazard" as designated and described in the "written contract".

3. Coverage provided to such additional insured(s) described in Paragraph A is limited as follows:

- (a) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (b) Will not be broader than the lesser of what is afforded to you under this Coverage Part or that which you are required by the "written contract" to provide for the additional insured.
- (c) Does not apply to any person(s) or organization(s) covered as an additional insured on any other endorsement attached to this Coverage Part.

C. ADDITIONAL INSURED - EXCLUSIONS

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

This insurance does not apply to:

- 1. The sole negligence of the additional insured.
- 2. The rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

D. ADDITIONAL INSURED - LIMITS

With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the "written contract"; 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.

E. ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY

SECTION IV– COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE is amended for the additional insured by the addition of the following, superseding any provision to the contrary:

If required by "written contract", this insurance is primary to and will not seek contribution from any other insurance maintained by an additional insured under your policy if the additional insured is a Named Insured under such other insurance.

F. ADDITIONAL INSURED - DUTIES:

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT are amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practical:

- 1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance.
- 2. Provide us any written documentation which triggered additional insured status or waiver of recovery rights.
- 3. Provide us copies of all legal papers received and otherwise cooperate with us in the investigation, defense or settlement of the claim or "suit".

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

G. ADDITIONAL INSURED – DEFINITIONS:

SECTION V – DEFINITIONS is amended for this endorsement by the addition of the following:

1. “Written contract” means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the written contract or written agreement:
 - (a) Is effective during the term of this Coverage Part; and
 - (b) Was signed by you prior to the “bodily injury”, “property damage” or “personal and advertising injury” offense applicable to this Coverage Part; and
 - (c) Pertains to your ongoing operations or “your work” included in the “products-completed operations hazard” for the additional insured.
2. The definition of “insured contract” is modified for the additional insured as follows:

Paragraph f. of the “insured contract” definition does not apply to “bodily injury” or “property damage” included within the “products - completed operations hazard” unless required by the “written contract”.

H. BLANKET WAIVER OF SUBROGATION

SECTION IV– COMMERCIAL GENERAL LIABILITY CONDITIONS, **8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of subrogation we may have against any person(s) or organization(s) with whom you have signed a written contract or written agreement that requires such a waiver.

This waiver applies only if the written contract or written agreement is:

1. Signed by you prior to the “bodily injury”, “property damage” or “personal and advertising injury” offense applicable to this Coverage Part and;
2. Effective during the term of this Coverage Part and is an “insured contract” and;
3. Applicable to your ongoing operations or “your work” included in the “products-completed operations hazard”.