C-17-0628

### AMENDMENT TO CONTRACT Unit Price - Carpet Cleaning Bid No. 16-140

## City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal CleanMax

This Amendment is hereby entered into by and between CleanMax, 1438 S. 1st Street, Suite 4, Lincoln, NE 68502 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated August 8, 2016 executed under City Directorial Order No. 15504, and County Contract C-16-0405, dated August 2, 2016, and executed by the City of Lincoln-Lancaster County Public Building Commission, on August 9, 2016, for Unit Price - Carpet Cleaning, Bid No. 16-140, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is August 9, 2016 through August 8, 2017, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning August 9, 2017 through August 8, 2018; and

WHEREAS, "Contracted Vendors" shall mean all vendors who contract or who have contracted with the City pursuant to Bid No. 16-140 for Unit Price - Carpet Cleaning; and

WHEREAS, "Contracts" shall mean the collective contracts entered into between the City and the Contracted Vendors pursuant to Bid No. 16-140 for Unit Price - Carpet Cleaning, including all amendments thereto; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$25,000.00 for Contracts without approval by the City of Lincoln; and

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

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$10,000.00 for Contracts without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 15504 and County Contract C-16-0405, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning August 9, 2017 through August 8, 2018.
- 2) "Contracted Vendors" shall mean all vendors who contract or who have contracted with the City pursuant to Bid No. 16-140 for Unit Price Carpet Cleaning.
- 3) "Contracts" shall mean the collective contracts entered into between the City and the Contracted Vendors pursuant to Bid No. 16-140 for Unit Price Carpet Cleaning, including all amendments thereto.
- 4) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$25,000.00 for Contracts without approval by the City of Lincoln.
- 5) The expenditures for Lancaster County for the term of this renewal shall not exceed \$10,000.00 for Contracts without approval by the Lancaster County Board.

- The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$10,000.00 for Contracts without approval by the Public Building Commission.
- 7) All other terms of the Contract, not in conflict with this Amendment, shall remain in 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
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

#### **Vendor Signature Page**

# AMENDMENT TO CONTRACT Unit Price - Carpet Cleaning Bid No. 16-140 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal CleanMax

#### 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:	Lincoln Janitorial Service.Inc/dbaCleanMax
By: (Please Sign)	La a Hossaini
By: (Please Print)	Zia Hossaini
Title:	President
Company Address:	1438 S. 1st St. #4 Lincoln, NE 68502
Company Phone & Fax:	402-475-8000 Fax: 402-475-8001
E-Mail Address:	cleanmax@windstream.net
Date:	7/19/17
Contact Person for Orders or Service	Zia Hossaini
Contact Phone Number:	402-475-8000

#### **City of Lincoln Signature Page**

AMENDMENT TO CONTRACT
Unit Price - Carpet Cleaning
Bid No. 16-140
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
CleanMax

#### **EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:	CITY OF LINCOLN, NEBRASKA
City Clerk	
	Chris Beutler, Mayor
	Approved by Executive Order No
	dated

C-17-0628

#### **Lancaster County Signature Page**

AMENDMENT TO CONTRACT
Unit Price - Carpet Cleaning
Bid No. 16-140
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
CleanMax

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

Contract Approved as to Form:	The Board of County Commissioners of Lancaster, Nebraska
Deputy Lancaster County Attorney	
	dated

#### City of Lincoln-Lancaster County Public Building Commission Signature Page

AMENDMENT TO CONTRACT
Unit Price - Carpet Cleaning
Bid No. 16-140
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
CleanMax

#### **EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

ATTEST:	
Public Building Commission Attorney	Chairperson, Public Building Commission
	dated

Client#: 33545 CLEAN21

#### ACORD.

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/27/2017

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 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).

certificate holder in lieu of suc	:h endorsement(s).			
PRODUCER		CONTACT Zach Jensen		
INSPRO Insurance		PHONE (A/C, No, Ext): 402-484-4881	FAX (A/C, No): 402-4	83-7977
P.O. Box 6847		E-MAIL ADDRESS: zjensen@isnproins.com	1,3,5,1,40).	
Lincoln, NE 68506		INSURER(S) AFFORDING COV	ERAGE	NAIC#
402 483-4500		INSURER A : Acuity		14184
INSURED	n 1 4	INSURER B :		
Lincoln Janitorial : dba CleanMax	Service, inc.	INSURER C:		
6211 O St		INSURER D:		
Lincoln, NE 68510		INSURER E :		
Lincoln, NE 08510		INSURER F:		
001/501050				

	Umania AIE COSAO			INSURER E :			
	Lincoln, NE 68510			INSURER F :			
CO	VERAGES CERT	IFICATE	NUMBER:			REVISION NUMBER:	
E C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY REC ERTIFICATE MAY BE ISSUED OR MAY PI XCLUSIONS AND CONDITIONS OF SUCH	QUIREMEN ERTAIN, T POLICIES	T, TERM OR CONDITION OF THE INSURANCE AFFORDED LIMITS SHOWN MAY HAV	F ANY CONTRACT OF D BY THE POLICIES TE BEEN REDUCED I	R OTHER DOO DESCRIBED I BY PAID CLAI	CUMENT WITH RESPECT HEREIN IS SUBJECT TO A	TO WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY	Х	X23951			EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
						MED EXP (Any one person)	s 10,000
						PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER;	•				GENERAL AGGREGATE	s 3,000,000
	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	s3,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY	Х	X23951	09/27/2016	09/27/2017	COMBINED SINGLE LIMIT (Ea accident)	s1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$
Α	UMBRELLA LIAB OCCUR	X	X23951	09/27/2016	09/27/2017	EACH OCCURRENCE	\$3,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$3,000,000
	DED X RETENTION \$0						\$
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X23951	09/27/2016	09/27/2017	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	s500,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	<b>\$500,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	s500,000
Cit add	cription of operations / Locations / Vehicley of Lincoln, Lancaster County, & ditional insureds.  NO. 16-140						
CEI	PTIFICATE HOLDER			CANCELLATION			

CERTIFICATE HOLDER	CANCELLATION
City of Lincoln,Lancaster Co., & Lincoln-Lancaster Co. Public Building Commission 555	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
South 10th Street	AUTHORIZED REPRESENTATIVE
Lincoln, NE 68508	Oam 1 D. Milled

(Ed. 4-84)

#### 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 anyone not named in the Schedule.

Schedule

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission

Policy Number X23951

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured	Effective Policy No.	Endorsement No. Premium
Insurance Company	Countersigned by	

WC 00 03 13 (Ed. 4-84)

#### 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**

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
  - 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:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- 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:

- 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.