

**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.

- 6) 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

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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

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

**City of Lincoln Signature Page**

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

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Chris Beutler, Mayor

Approved by Executive Order No. \_\_\_\_\_

dated \_\_\_\_\_

**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 \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_  
Public Building Commission Attorney

\_\_\_\_\_  
Chairperson, Public Building Commission

dated \_\_\_\_\_



**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 \_\_\_\_\_



**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
City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission  Policy Number:X23951	
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.