

**AMENDMENT TO CONTRACT**  
**Annual Requirements - Pumping, Hauling and Disposal Services**  
**for Liquid Waste Products**  
**Bid No. 13-173**  
**City of Lincoln and Lancaster County**  
**Extension**  
**A 1<sup>st</sup> Rate Pumping Service, Inc.**

This Amendment is hereby entered into by and between A 1<sup>st</sup> Rate Pumping Service, Inc., 2831 Ponca Street, Lincoln, NE 68506 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated August 27, 2013 executed under City Executive Order No. 86399, and County Contract C-13-0448, dated September 3, 2013 for Annual Requirements - Pumping, Hauling and Disposal Services for Liquid Waste Products, Bid No. 13-173, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is September 3, 2013 through September 2, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the contract was amended by City Executive Order No. 87500, executed by the City on September 15, 2014 and County Contract C-14-0413, executed by the County Board on August 19, 2014, to renew the Contract for an additional one (1) year period from September 3, 2014 through September 2, 2015; and

WHEREAS, the contract was amended by City Executive Order No. 88559, executed by the City on August 27, 2015 and County Contract C-15-0387, executed by the County Board on August 11, 2015, to renew the Contract for an additional one (1) year period from September 3, 2015 through September 2, 2016; and

WHEREAS, the contract was amended by City Executive Order No. 89840, executed by the City on September 20, 2016 and County Contract C-16-0534, executed by the County Board on September 13, 2016, to renew the Contract for an additional one (1) year period from September 3, 2016 through September 2, 2017; and

WHEREAS, the parties wish to extend the Contract for an additional two (2) month term beginning September 3, 2017 through November 2, 2017; and

WHEREAS, "Contracted Vendors" shall mean all vendors who contract or who have contracted with the Owners pursuant to Bid No. 13-173 for Pumping, Hauling and Disposal Services for Liquid Waste Products; and

WHEREAS, "Contracts" shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 13-173 for Pumping, Hauling and Disposal Services for Liquid Waste Products; and

WHEREAS, the estimated expenditures for the City of Lincoln for the term of this renewal shall not exceed \$4,200.00 for Contracts during the contract term without approval by the City of Lincoln; and

WHEREAS, the estimated expenditures for Lancaster County for the term of this renewal shall not exceed \$1,500.00 for Contracts during the contract term without approval by the Lancaster County Board of Commissioners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City E.O. 86399 and County Contract C-13-0448, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties wish to extend the Contract for an additional one (1) year term beginning September 3, 2017 through November 2, 2017.
- 2) "Contracted Vendors" shall mean all vendors who contract or who have contracted with the Owners pursuant to Bid No. 13-173 for Pumping, Hauling and Disposal Services for Liquid Waste Products.
- 3) "Contracts" shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 13-173 for Pumping, Hauling and Disposal Services for Liquid Waste Products.

- 4) The estimated expenditures for the City of Lincoln for the term of this extension shall not exceed \$4,200.00 for Contracts during the contract term without approval by the City of Lincoln.
- 5) The estimated expenditures for Lancaster County for the term of this renewal shall not exceed \$1,500.00 for Contracts during the contract term without approval by the Lancaster County Board of Commissioners.
- 6) 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

## Vendor Signature Page

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**for Liquid Waste Products**  
**Bid No. 13-173**  
**City of Lincoln and Lancaster County**  
**Extension**  
**A 1<sup>st</sup> Rate Pumping Service, Inc.**

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

Mail to: City/County Purchasing  
 Attn: Debbie Winkler  
 440 So. 8th St., Ste. 200  
 Lincoln, NE 68508  
 Or email: [dwinkler@lincoln.ne.gov](mailto:dwinkler@lincoln.ne.gov)

<b>Company Name:</b>	A 1st Rate Pumping Service, Inc
<b>By: (Please Sign)</b>	<i>Julie Southwick</i>
<b>By: (Please Print)</b>	Julie Southwick
<b>Title:</b>	President
<b>Company Address:</b>	2831 Ponca St Lincoln NE 68506
<b>Company Phone &amp; Fax:</b>	402-438-8001
<b>E-Mail Address:</b>	<a href="mailto:jsouthwick@a1stratepumping.onmicrosoft.com">jsouthwick@a1stratepumping.onmicrosoft.com</a>
<b>Date:</b>	8-14-2017
<b>Contact Person for Orders or Service</b>	Julie Southwick
<b>Contact Phone Number:</b>	402-438-8001

## Lancaster County Signature Page

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**for Liquid Waste Products**  
**Bid No. 13-173**  
**City of Lincoln and Lancaster County**  
**Extension**  
**A 1<sup>st</sup> Rate Pumping Service, Inc.**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of Lancaster,  
Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_



POLICY NUMBER: CPP 0005909 10

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**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 555 S 10TH ST LINCOLN NE 68508	
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.

POLICY NUMBER: CPP 0005909 10

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**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 555 S 10TH ST LINCOLN NE 68508	
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.**



**FARM BUREAU FINANCIAL SERVICES**  
 Farm Bureau Property & Casualty Insurance Company  
 5400 University Avenue West Des Moines, IA 50266-5997

**WORKERS COMPENSATION & EMPLOYER'S LIABILITY INSURANCE POLICY**

Policy Number	Policy Period From	To
WC 0001591	04/20/2017 12:01 A.M. Standard Time at the described location	04/20/2018

Transaction			
AMENDED DECLARATION INCLUDED OTHERS CUSTOMER BILL		Effective: 08/16/2017	
1. Named Insured and Address		Agent	
A 1ST RATE PUMPING SERVICE INC 2831 PONCA ST LINCOLN NE 68506-4016		MELISSA WHEELER 0032188 249 CHERRY HILL BLVD STE 2 LINCOLN NE 68510 Telephone: 402-484-0303	
Carrier # 17256	FEIN #	Risk ID # 260059645	Entity of Insured CORPORATION

**Additional Locations:**

- The Policy Period is from 04/20/2017 to 04/20/2018 12:01 a.m. Standard Time at the Insured's mailing address.
- A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: NE  
  
B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:  

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee
- C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here:  
 ALL STATES EXCEPT NORTH DAKOTA, OHIO, WASHINGTON, WYOMING, AND STATES DESIGNATED IN ITEM 3.A.  
  
 D. This policy includes these endorsements and schedules: See attached schedule.
- The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

**SEE EXTENSION OF INFORMATION PAGE**

<b>Minimum Premium</b>	\$750	<b>Total Estimated Annual Premium</b>	\$4,579
		<b>Expense Constant</b>	\$200
		<b>Premium Discount</b>	
<b>Assessments and Taxes</b>	See Attached Extension of Information Page	<b>Deposit Premium</b>	\$4,579

Premium Adjustment Period:  Annual;  Semiannual;  Quarterly;  Monthly

Countersigned this  
 Issued Date: 08/22/2017  
 Issuing Office

\_\_\_\_\_  
 Authorized Representative

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**  
**(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**

SLM  
5000 COMMERCE DR  
GREEN LANE PA 18054  
CITY OF LINCOLN  
555 S 10TH ST  
LINCOLN NE 68508  
LANCASTER COUNTY  
555 S 10TH ST  
LINCOLN NE 68508

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 Effective 08/16/2017      Policy No. WC 0001591      Endorsement No. 002  
Insured A 1ST RATE PUMPING SERVICE INC      Premium \$ 4,579.00

Farm Bureau Property & Casualty Insurance Company  
Insurance Company

Countersigned by \_\_\_\_\_

**WC 00 03 13**  
**(Ed. 4-84)**