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 1st Rate Pumping Service, Inc.

This Amendment is hereby entered into by and between A 1st 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.
- "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

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 1st 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

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

Tracking # 17080090 C-17-0705

Lancaster County Signature Page

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 1st 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 _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/20/2017

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 conferrights to the certificate holder in lieu of such endorsement(s).									
	DUCER	0 001	linou		CONTA		eler		
I	sa Wheeler				NAME: PHONE			FAX	
	BL Financial Group Inc.				(A/C, No	b , Ext): $(+02) + 0^{-1}$	4-0303	(Å/Ċ, No):	
	Cherry Hill Blvd				É-MAIL	SS:			
Ste 2	In NE 68510					INS	URER(S) AFFOR	RDING COVERAGE	NAIC #
					INSURE	RA: Farm Bu	reau Property & C	asualty Insurance Company	13773
INSL	RED				INSURE	RB:			
	T RATE PUMPING SERVICE INC			·	INSURE				
	PONCA ST OLN, NE 685064016								
	OEN, NE 003004010			-	INSURE				
					INSURE				
					INSURE	RF:			
			-	NUMBER:				REVISION NUMBER:	
IN C	HIS IS TO CERTIFY THAT THE POLICIE: DICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	EQUIF PER1	REME ΓΑΙΝ,	NT, TERM OR CONDITION (THE INSURANCE AFFORDE	of any Ed by	CONTRACT	OR OTHER D	OCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
			SUBR		DELINI	POLICY EFF	POLICY EXP		
INSR LTR		INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	0 000 000
A	X COMMERCIAL GENERAL LIABILITY	\mathbf{X}	IШ	CPP0005909		04/20/2017	04/20/2018	EACH OCCURRENCE \$ DAMAGE TO RENTED	2,000,000
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence) \$	100,000
								MED EXP (Any one person) \$	5,000
								PERSONAL & ADV INJURY \$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	4,000,000
	× POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$	4,000,000
	OTHER:							\$	
		X		000000000		04/00/0015	4 /00 /0010	COMBINED SINGLE LIMIT	1,000,000
A	ANY AUTO		ЦШ	CPP0005909		04/20/2017	4/20/2018	(Ea accident) BODILY INJURY (Per person) \$	1,000,000
								BODILY INJURY (Per accident) \$ PROPERTY DAMAGE	
	× HIRED AUTOS ONLY × NON-OWNED AUTOS ONLY							(Per accident)	
								\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$	
	DED RETENTION \$							\$	
A	WORKERS COMPENSATION				04/20/2017		X PER OTH- STATUTE ER		
_	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	1		WC 0001591		04/20/2017	04/20/2018	E.L. EACH ACCIDENT \$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	L					E.L. DISEASE - EA EMPLOYEE \$	1,000,000
	If ves. describe under								1,000,000
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORE	0 101, Additional Remarks Schedu	le, may b	e attached if moi	e space is requir	red)	
				Country Webser					
City of Lincoln, Nebraska and Lancaster County, Nebraska are Additional Insured									
CE	CERTIFICATE HOLDER CANCELLATION								
	City of Lincoln, Nebraska								
	Lancaster County, Neb							ESCRIBED POLICIES BE CANCE	
	555 So. 10th ST							EREOF, NOTICE WILL BE D	ELIVERED IN
	Lincoln, NE 68508								
					AUTHO	RIZED REPRESE	NTATIVE		
								ill	
					Digitally signed by Heidi Hill				
					Date: 2017.08.15 16:27:56 -05'00'				

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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

Location(s) Of Covered Operations
hown above, will be shown in the Declaration
-

- 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:

- 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
- 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

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	
nformation 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:

- 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
- 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
- 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.



WORKERS COMPENSATION & EMPLOYER'S LIABILITY INSURANCE POLICY

FARM BUREAU FI Farm Bureau Property &	Po	licy Number	From	Period To		
5400 University Avenu	WC C	001591	04/20/2017 12:01 A.M. Standard Time	04/20/2018 at the described location		
		Trans	action		<u> </u>	· · · · · · · · · · · ·
AMENDED DECLAR INCLUDED OTHER CUSTOMER BILL		Effective: 00	9/16/2017	n-u- <u>a</u> ain a aina a nan-in , na		
1. Na	med insured and Address			· · · · · · · · · · · · · · · · · · ·	Agent	
A 1ST RATE PUN 2831 PONCA ST LINCOLN NE 665	MELISSA W 249 CHERR STE 2 LINCOLN N Telephone	EY HILL BLVI)	0032188		
Carrier # 17256	FEIN#	Risk 10# 260059645		Entity of Insure CORPORATIO	d	

Additional Locations:

- 2. The Policy Period is from 04/20/2017 to 04/20/201812:01 a.m. Standard Time at the Insured's mailing address.
- 3. 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.

4. 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

Minimum Premium	\$750	Total Estimated Annual Premium Expense Constant	\$4,579
Acceptonets and Texas		Premium Discount	\$200
Mascasments dup 18868 266	Attached Extension o	f Information Page Deposit Premium	\$4,579
Premium Adjustment Period:	🕅 Annual; 📋 Semian	nual; 📋 Quarterly; 📋 Monthly	
Countersigned this Issued Date: 08/22/2017 Issuing Office	-	Authorized Representative	· · · · · · · · · · · · · · · · · · ·
11 WC 00 00 01A 0588	INSURED	COPY	Page 1 of 4

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 Effective 08/16/2017
 Policy No. WC 0001591

 Insured A 1ST RATE PUMPING SERVICE INC
 Premium \$ 4,579.00

 Farm Bureau Property & Casualty Insurance Company
 Countersigned by

Copyright 1983 National Council on Compensation Insurance.