AMENDMENT TO CONTRACT Lancaster County Engineering RTU Replacement Bid No. 18-004 Lancaster County Extension MMC Contractors

This Amendment is hereby entered into by and between MMC Contractors, 9751 S. 142nd Street, Omaha, NE 68138 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Contract dated February 27, 2018, executed under County Contract No. C-18-0108, for Lancaster County Engineering RTU Replacement, Bid No. 18-004, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is February 27, 2018 through April 30, 2018; and

WHEREAS, the parties hereby extend the Contract for an additional two (2) month term beginning May 1, 2018 through June 30, 2018; and

WHEREAS, the expenditures for Lancaster County Engineering Department for the term of this extension shall not increase without prior approval by the Lancaster County Board of Commissioners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract No. C-18-0108, and stated herein the parties agree as follows:

- 1) The parties hereby extend the Contract for an additional two (2) month term beginning May 1, 2018 through June 30, 2018.
- 2) The expenditures for Lancaster County Engineering Department for the term of this extension shall not increase without prior 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 Lancaster County Engineering RTU Replacement Bid No. 18-004 Lancaster County Extension MMC Contractors

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

Mail to: City/County Purchasing Attn: Chris Lollar 440 So. 8th St., Suite 200 Lincoln, NE 68508 Or email to: clollar@lincoln.ne.gov

Company Name:	MMC Contractors.							
By: (Please Sign)	March 2 Uhrst							
By: (Please Print)	Daniel L Christensen							
Title:								
Company Address:	9751 5 142nd Omaha NE 68138							
Company Phone & Fax:	402-861-0681 F: 402-861-0682							
E-Mail Address:	aniclson@mmccontractors.com							
Date:	4/4/18							
Contact Person for: Orders or Service	Adam Nielsen anichsen@mmccontractors.com							
Contact Phone Number:	402-215-2215							

Lancaster County Signature Page

AMENDMENT TO CONTRACT Lancaster County Engineering RTU Replacement Bid No. 18-004 Lancaster County Extension MMC Contractors

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) 2/22/2018

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BUILDERS RISK: CONTRACT AMOUNT \$95,211; FLOOD DEDUCT- NO COVERAGE, EARTHQUAKE- \$25,000, AOP- \$5,000; ESTIMATED PROJECT TERM: 03/01/2018 - 04/30/2018

POLICY NUMBER: A7DG09221702

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):

ANY PERSONS OR ORGANIZATIONS TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Location(s) Of Covered Operations:

VARIOUS AS REQUIRED PER WRITTEN CONTRACT.

(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

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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.

CG 20 10 04 13

POLICY NUMBER: A7DG09221702

COMMERCIAL GENERAL LIABILITY CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

ANY PERSONS OR ORGANIZATION TO WHOM OR TO WHICH YOU AR REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Location And Description of Completed Operations:

VARIOUS AS REQUIRED BY WRITTEN CONTRACT.

(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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 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.

CG 20 37 04 13

POLICY NUMBER: A7DG09221702

COMMERCIAL GENERAL LIABILITY CG 25 03 05/09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED THAT, THE CONTRACT IS SIGNED AN EXECUTED PRIOR TO ANY LOSS FOR WHICH COVERAGE IS SOUGHT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

CG 25 03 05/09

Policy Number: A7CA09221702

OLD REPUBLIC GENERAL INSURANCE CORPORATION

ADDITIONAL INSURED-PRIMARY AND NON-CONTRIBUTORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name of Person(s) or Organization(s) :

WHERE REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

If the person or organization shown in the schedule qualifies as an 'insured' for Liability Coverage, and they have coverage as a first named insured under another policy, this policy is primary to and non-contributory with that other insurance.

All other terms, conditions, and exclusions apply.

CA EN GN 0044 02 12

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

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

WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.

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

Effective Policy # A7DW09221702 (AOS); A7CW09221702 (WI ONLY)

Insured: MMC Corp.

Insurance Company: Old Republic General Insurance Corporation

WC 00 03 13 Page 1 of 1 (Ed. 4-84)

Miscellaneous Attachment: M472683 Certificate ID: 15204844

30 DAY NOTICE OF CANCELLATION - WRITTEN NOTICE

For insurance provided under:

- Commercial General Liability
- Commercial Automobile Liability
- Workers' Compensation/Employers Liability

If the insurance carrier cancels or non-renews any of the above policies by written notice to the first Named Insured for any reason other than the nonpayment of premium, the carrier will also mail or deliver a copy of such written notice of cancellation or non-renewal to the Certificate Holder.

Notice of cancellation for non-payment of premium will be mailed or delivered at least 10 days prior to the effective date of such cancellation.