

AMENDMENT TO CONTRACT
Ash Fire & Safety Co. Contracts
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Reassignment of Contracts
Ash Fire & Safety Co. to Great Plains Fire and Safety

This Amendment is hereby entered into by and between Ash Fire & Safety Co., 6030 Havelock Ave., Lincoln, NE 68507 (hereinafter "Contractor") and City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission, (hereinafter "Owners"), for the purpose of amending the following contracts listed below ("Contracts"), which Contracts are hereby incorporated herein by this reference:

Fire Extinguisher Inspection, Testing and Maintenance, Bid No. 15-263
City Resolution No. 89468, dated 2/8/2016
County Contract No. C-16-0030, dated 1/12/2016
PBC Contract, dated 1/19/2016

Inspection, Maintenance and Testing of Fire Suppression Systems, Quote No. 5232
City Directorial Order No. 14295, dated 12/25/15

WHEREAS, Ash Fire & Safety Co. hereby rescinds its right and obligations to the above-mentioned Contracts and assigns its rights and obligations under the Contracts to G-Busterz Power Washing LLC, dba Great Plains Fire and Safety, 3320 Cornhusker Hwy. #3, Lincoln, NE 68504 beginning February 20, 2018 through the remaining term of the Contracts, per Attachment A; and

WHEREAS, G-Busterz Power Washing LLC, dba Great Plains Fire and Safety hereby accepts the assignment of Ash Fire & Safety Co.'s rights and obligations under the Contracts beginning February 20, 2018 through the remaining term of the Contracts, which is hereby incorporated herein by this reference; and

WHEREAS, the Owners hereby acknowledge and permit Ash Fire & Safety Co.'s assignment of its rights and obligations under the Contracts to Great Plains Fire and Safety; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contracts mentioned above, and stated herein, the parties agree as follows:

- 1) Ash Fire & Safety Co. hereby rescinds its right and obligations to the above-mentioned Contracts and assigns its rights and obligations under the Contracts to G-Busterz Power Washing LLC, dba Great Plains Fire and Safety, 3320 Cornhusker Hwy. #3, Lincoln, NE 68504 beginning February 20, 2018 through the remaining term of the Contracts, per Attachment A.
- 2) G-Busterz Power Washing LLC, dba Great Plains Fire and Safety hereby accepts the assignment of Ash Fire & Safety Co.'s rights and obligations under the Contracts beginning February 20, 2018 through the remaining term of the Contracts, which is hereby incorporated herein by this reference.
- 3) The Owners hereby acknowledge and permit Ash Fire & Safety Co.'s assignment of its rights and obligations under the Contracts to Great Plains Fire and Safety.
- 4) 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

City of Lincoln Signature Page

Lancaster County Signature Page

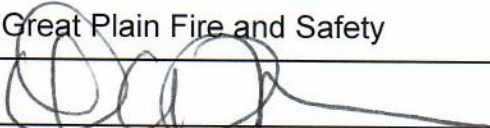
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
Ash Fire & Safety Co. Contracts
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Reassignment of Contracts
Ash Fire & Safety Co. to Great Plains Fire and Safety**

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

E-mail to Debbie Winkler
dwinkler@lincoln.ne.gov

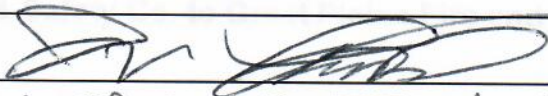
Company Name:	Great Plain Fire and Safety
By: (Please Sign)	
By: (Please Print)	Stacey A. Thomas
Title:	Chief Executive Officer
Company Address:	3320 Cornhusker Hwy 3
Company Phone & Fax:	HQ: 817-1332 F: 402-464-0642
E-Mail Address:	info@greatplainsfireandsafety.com
Date:	4/5/18
Contact Person for Service or Orders	Jeff or Stacey Thomas
Contact Phone Number	402-817-1332

Vendor Signature Page

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

E-mail to Debbie Winkler
dwinkler@lincoln.ne.gov

Company Name:	Ash Fire & Safety Co.
By: (Please Sign)	
By: (Please Print)	JEFFREY S. THOMAS
Title:	President
Company Address:	1020 HUMPHREY AVE LINCOLN NE
Company Phone & Fax:	402.314.0155
E-Mail Address:	ASHFIREJEFF@gmail.com
Date:	4/5/18
Contact Person for Service or Orders	JEFF THOMAS
Contact Phone Number	402 314.0155

City of Lincoln Signature Page

**Ash Fire & Safety Co. Contracts
City of Lincoln, Lancaster County and
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Ash Fire & Safety Co. to Great Plains Fire and Safety**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

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Ash Fire & Safety Co. to Great Plains Fire and Safety**

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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Ash Fire & Safety Co. Contracts
City of Lincoln, Lancaster County and
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Ash Fire & Safety Co. to Great Plains Fire and Safety**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____



03/20/2018

Rachelle Hinze, Buyer
City of Lincoln/Lancaster County
440 South 8th Street, Ste. 200
Lincoln, NE 68508

402-441-8313

rhinze@lincoln.ne.gov

Rachelle,

Subject: Transfer / Change of Ownership

I, Jeffrey S. Thomas, residing at 1020 Humphrey Ave. Lincoln, NE. wish to transfer the service agreement with the City of Lincoln for the Fire Extinguisher Contract, 15-263, to G-Busterz Power Washing LLC. DBA Great Plains Fire and Safety, 3320 Cornhusker Hwy. #3 Lincoln, NE 68504. This letter is also to inform you that Ash Fire & Safety Co. has transferred all service agreements to Great Plains Fire and Safety as of February 20, 2018. Ash Fire & Safety has closed its doors and will no longer be in operation. If you have any questions, feel free to give me a call.
Thank you,

Best Regards,

A handwritten signature in black ink, appearing to read "Jeff Thomas", with a long horizontal flourish extending to the right.

Jeff Thomas, President
Ash Fire & Safety Co.
1020 Humphrey Ave.
Lincoln, NE 68521

Previous:
6030 Havelock Ave.
Lincoln, NE 68507



G-Busterz Power Washing LLC. Dba Great Plains Fire & Safety

3320 Cornhusker Hwy. #3
Lincoln, NE 68504
402.817.1332
info@greatplainsfireandsafety.com

03/22/2018

Rachelle Hinze, Buyer
City of Lincoln/Lancaster County
440 South 8th Street, Ste. 200
Lincoln, NE 68508

402-441-8313
rhinze@lincoln.ne.gov

Rachelle,
Subject: General Contract for Services

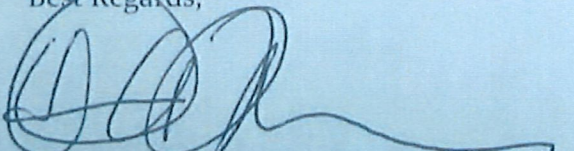
This Contract for Services is made effective February 20, 2018, by G-Busterz Power Washing LLC., 3320 Cornhusker Hwy., and Ash Fire & Safety Co., of 6030 Havelock Ave. Lincoln, NE 68507.

Descriptions of Services: Beginning February 20, 2018, G-Busterz Power Washing LLC. DBA Great Plains Fire and Safety will provide to Ash Fire & Safety Co., the services of the contracts that Ash Fire holds.

Both Parties have agreed to transfer the service contracts of the Fire Service inspections from the Offering party to the Receiving Party.

If you have any questions, feel free to give me a call.

Best Regards,



Stacey A Thomas, Chief Executive Officer

G-Busterz Power Washing LLC. Dba Great Plains Fire & Safety

3320 Cornhusker Hwy. #3
Lincoln, NE 68504
402.817.1332
info@greatplainsfireandsafety.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

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

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion a. is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion g.(2) is amended as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge;

b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions j.(3) and (4) is amended to add the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.

d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

- (1) insureds;
- (2) claims made or "suits" brought;
- (3) persons or organizations making claims or bringing "suits".

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs j.(3), j.(4), j.(6) and k. do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance is changed accordingly.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;

- (c) Any physical or chemical change in the product made intentionally by any vendor;

- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

- (a) 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
 - (b) 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.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
 - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any 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:
- a. Required by the contract or agreement; or
 - b. 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.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

7. Subject to Paragraph **5.** above, \$10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

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

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 G Buster, LLC dba Great Plains Fire

Effective Policy No. 5H8372619

Endorsement No. Premium

Insurance Company EMC

Countersigned by [Signature]