

AMENDMENT TO CONTRACT
Annual Service
Noxious Weed Control - Spraying/Mowing
Bid No. 15-087
Lancaster County
Renewal
Gary's Lawn & Landscape

This Amendment is hereby entered into by and between Gary's Lawn & Landscape, 1418 S. 3rd Street, Lincoln, NE 68502 (hereinafter "Contractor") and Lancaster County, (hereinafter "County"), for the purpose of amending the Contract dated May 19, 2015, under County Contract No. C-15-0217, for Annual Service - Noxious Weed Control - Spraying/Mowing, Bid No. 15-087, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is May 19, 2015 through May 18, 2016, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by County Contract No. C-16-0210 on May 10, 2016, to renew the contract for an additional one (1) year term from May 19, 2016 through May 18, 2017; and

WHEREAS, the Contract was amended by County Contract No. C-17-0337 on May 23, 2017, to renew the contract for an additional one (1) year term from May 19, 2017 through May 18, 2018; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning May 19, 2018 through May 18, 2019; and

WHEREAS, the expenditures for Lancaster County for all contracted Noxious Weed Control – Spraying/ Mowing Services shall not exceed \$33,000.00 for the term of this renewal without approval of the Lancaster County Board of Commissioners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in County Contract No. C-15-0217, and stated herein the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning May 19, 2018 through May 18, 2019.
- 2) the expenditures for Lancaster County for all contracted Noxious Weed Control – Spraying/ Mowing Services shall not exceed \$33,000.00 for the term of this renewal without approval of 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

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Lancaster County
Renewal
Gary's Lawn & Landscape**

Please sign, date and return within 10 days of receipt.

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

Company Name:	Gary's Lawn and Landscape
By: (Please Sign)	
By: (Please Print)	Thomas Bennett
Title:	Manager
Company Address:	1418 S 3rd Street
Company Phone & Fax:	402-840-5094
E-Mail Address:	rentgarml@gmail.com
Date:	4/18/18
Contact Person for: Service or Orders"	Tom Bennett
Contact Phone Number:	402-840-5094

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 _____

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 C/O CITY OF LINCOLN PURCHASING 440 S 8 ST LINCOLN NE 68503	AS PER CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

PREMIUM 100

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.