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

AMENDMENT TO CONTRACT Annual Service Noxious Weed Control - Spraying/Mowing Bid No. 15-087 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:	Cary's Lawn and Landscape
By: (Please Sign)	The Part of the Pa
By: (Please Print)	Thomas Bennett
Title:	Manager
Company Address:	1418 S 3rd Street
Company Phone & Fax:	402-840-5094
E-Mail Address:	rent gar nel @ gmail. com
Date:	4/18/18
Contact Person for: Service or Orders"	Tom Bennett
Contact Phone Number:	402-840-5094

Lancaster County Signature Page

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

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) 04/18/2018

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.

If	SUBROGATION IS WAIVED, subject is certificate does not confer rights to	to th	ne tei	rms and conditions of th	e polic	cy, certain po	olicies may i				
	DUCER	0 1110	. 0011	moute noider in ned or or	CONTA NAME:		,				
	Aurora Insurance								FAX	402-6	94-4017
	Box 225				PHONE (A/C, No, Ext): 402-694-5000 FAX (A/C, No): 402-694-4017 E-MAIL ADDRESS: gail.aurorains@hamilton.net						70-1-10-17
	Aurora NE 68818-0225				ADDRE						
					INSURER(S) AFFORDING COVERAGE INSURER A: Addison Insurance						NAIC# 10324
INSU	BED							DWDITEDS			10324
INSU	Gary's Lawn & Landscape	INSURER B: FIRSTCOMP UNDERWRITERS									
	Gary Nunnally				INSURER C:						
	1418 S. 3rd Street				INSURER D:						
LINCOLN NE 68502-1911						INSURER E :					
	ACUEDA 050					INSURER F:					
	VERAGES CERTIFY THAT THE POLICIES			NUMBER: 201804181				REVISION NUI		IE DO	LICY DEDICE
	DICATED. NOTWITHSTANDING ANY RE										
C	ERTIFICATE MAY BE ISSUED OR MAY	PERT	AIN,	THE INSURANCE AFFORD	ED BY	THE POLICIES	S DESCRIBE	D HEREIN IS SU			
	(CLUSIONS AND CONDITIONS OF SUCH		CIES. I <mark>SUBR</mark>		BEEN F	REDUCED BY I	PAID CLAIMS. POLICY EXP				
INSR LTR	TYPE OF INSURANCE		WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)		LIMIT	S	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENT DAMAGE TO RENT		\$	1,000,000
	CLAIMS-MADE OCCUR					PREMISES (Ea occurrence) \$			100,000		
٨							MED EXP (Any one person) \$			5,000	
Α		Υ	Ν	60451751		10/03/2017	10/03/2018	PERSONAL & ADV	INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGRE	GATE	\$	2,000,000
	POLICY PRO- JECT LOC							PRODUCTS - COM	P/OP AGG	\$	2,000,000
	OTHER:							Fire Damage		\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	\$	1,000,000
	ANY AUTO							BODILY INJURY (P	er person)	\$	
Α	OWNED SCHEDULED AUTOS	.,	١	00454754				BODILY INJURY (P		\$	
	HIRED NON-OWNED AUTOS ONLY	Υ	N	60451751		10/03/2017	10/03/2018	PROPERTY DAMAG (Per accident)	GE	\$	
										\$	
	UMBRELLA LIAB OCCUR							EACH OCCURREN	CE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
	DED RETENTION \$									\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH- ER		
В	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A		<u>-</u>				E.L. EACH ACCIDE	NT	\$	100,000
Ъ	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	Υ	MWC0100286-02		09/18/2017	09/18/2018	E.L. DISEASE - EA EMPLOYEE		\$	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		\$	500,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedu	le, may b	e attached if more	e space is require	ed)			
Cit	y of Lincoln and Lancaster		unt	v and Lincoln-Lan	raet	ar Count	, Public F	Ruilding Co	mmice	ion	ara listad
	Additional Insured.	OC	Juint	y and Emcom Ean	loasi	or Obuinty	i ubiic L	Julianing Co	11111133	1011	are listed
as	Additional insured.										
CEI	RTIFICATE HOLDER				CANO	CELLATION					
	City of Lincoln & Lancaster Lincoln-Lancaster County F 555 So. 10th Street			ding Commission	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	Lincoln NE 68508				AUTHO	RIZED REPRESE	NTATIVE //		2	1	
							6	- 14	0 1	1.	Gon
					ı		17	110	7	Ll	010

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						
AS PER CONTRACT						

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
 - 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
- 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.