

**AMENDMENT TO CONTRACT**  
**Annual Service**  
**Noxious Weed Control - Spraying/Mowing**  
**Bid No. 15-087**  
**Lancaster County**  
**Renewal**  
**Mr. Yards and More, LLC**

This Amendment is hereby entered into by and between Mr. Yards and More, LLC, 8729 Remi Drive, Lincoln, NE 68526 (hereinafter "Contractor") and Lancaster County, (hereinafter "County"), for the purpose of amending the Contract dated May 19, 2015, under County Contract No. C-15-0216, 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-16-0211 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-17-0335 on May 16, 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-15-216, 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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**AMENDMENT TO CONTRACT  
Annual Service  
Noxious Weed Control - Spraying/Mowing  
Bid No. 15-087  
Lancaster County  
Renewal  
Mr. Yards and More, LLC**

**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](mailto:clollar@lincoln.ne.gov)

<b>Company Name:</b>	MR YARDS AND MORE LLC
<b>By: (Please Sign)</b>	
<b>By: (Please Print)</b>	Dennis Stephens
<b>Title:</b>	President
<b>Company Address:</b>	8729 Remi Dr, Lincoln, NE 68526
<b>Company Phone &amp; Fax:</b>	402-217-3160
<b>E-Mail Address:</b>	<a href="mailto:dstephens75@gmail.com">dstephens75@gmail.com</a>
<b>Date:</b>	4/6/2018
<b>Contact Person for: Service or Orders"</b>	Dennis Stephens
<b>Contact Phone Number:</b>	402-217-3160

**Lancaster County Signature Page**

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**AMENDMENT TO CONTRACT  
Annual Service  
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Mr. Yards and More, LLC**

**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)

02/19/2018

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.

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 confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McCashland Kirby Ins Agency 8231 Northwoods Dr, Ste A Lincoln, NE 68505 DAVE KIRBY	402-466-2800	CONTACT NAME: <b>DAVE KIRBY</b>
		PHONE (A/C, No, Ext): 402-466-2800
		FAX (A/C, No): 402-466-3229
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		
INSURER A: <b>United Fire Group</b>		NAIC # <b>13021</b>
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED **Mr Yards and More LLC**  
8729 Remi Dr  
Lincoln, NE 68526

COVERAGES                                      CERTIFICATE NUMBER:                                      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

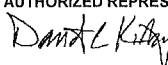
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		60489204	01/27/2018	01/27/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		60489204	01/27/2018	01/27/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			60489204	01/27/2018	01/27/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	60489204	01/27/2018	01/27/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Lincoln and/or Lancaster County and/or City of Lincoln/ Lanacaster County Public Building Commission are listed as additionally insured

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln and/or Lancaster County Public Building Commission 555 S. 10th St Lincoln, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDISON INSURANCE COMPANY**

PO Box 73909, Cedar Rapids, IA 52407

**POLICY NUMBER: 60489204**

ACCOUNT NUMBER: 3000310226 (2) COMMERCIAL GENERAL LIABILITY  
 9-AGENCY BILL - **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

ISSUE DATE 02-06-2018 CRB REPLACEMENT OF 0305 60489204 DECLARATIONS RENEWAL EXTENSION

NAMED MR YARDS AND MORE LLC INSURED AND ADDRESS 8729 REMI DR LINCOLN NE 68526-1028	AGENCY & CODE 050063 MCCASHLAND-KIRBY INS AGCY 8231 NORTHWOODS DR STE A LINCOLN NE 68505
------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------

POLICY 12:01 A.M. Standard time FROM: 01-27-2018 TO: 01-27-2019  
 PERIOD: at your mailing address shown above. And for successive policy periods as stated below.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.

LIMITS OF INSURANCE	
GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)	\$ 2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT (Any one person or organization)	\$ 1,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT (Any one premises)	\$ 100,000
MEDICAL EXPENSE LIMIT (Any one person)	\$ 5,000

RETROACTIVE DATE (CG 00 02 Only) Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here. (enter date or "None" if no Retroactive Date applies)  
 NONE

BUSINESS DESCRIPTION LAWN SERVICE

FORM OF BUSINESS:  Individual  Joint Venture  Partnership  Corporation  Other LL COMPANY

Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Rates		Advance Premiums	
			Pr/CO	All Other	Pr/CO	All Other
NE LOC# 01 9520 N 1ST ST LINCOLN, NE 68531-8923						
LANDSCAPE GARDENING INCL PR/CO	97047P)	85,000				
		INCL	5.521	INCL	469	
\$ 500 PER CLAIM PROPERTY DAMAGE DEDUCTIBLE APPLIES						
ULTRA LIABILITY PLUS ENDORSEMENT CONTINUED ON CG7004						300

PREMIUM BASIS DEFINITIONS a) Area per 1000 sq ft b) Total Cost per \$1000 c) Gallons per 1000 d) Admissions per 1000 e) Payroll per \$1000 f) Gross Sales per \$1000 g) Defined Above h) Units per unit

Premium Charge Forms	Advance Premium	Premium Charge Forms	Advance Premium
	SEE UW7002		

Other Forms SEE UW7002

Amend Reason

PREMIUM FOR THIS COVERAGE PART \$ 923  
 Endorsement Adjustment Premium \$

This Declarations Page supersedes and replaces any preceding declarations page bearing the same policy number for this policy period. **X**  
 (COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)

0305

01-27-2018

POLICY NUMBER: 60489204

**COMMERCIAL GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS**

Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Pr/CO	Rates		Advance Premiums	
				All Other	Pr/CO	All Other	All Other
INTERNET SECURITY & PRIVACY See UW1792 for Coverage Information							86
Certified Acts of Terrorism Coverage							18

POLICY NUMBER: 60489204

COMMERCIAL GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS - ADDITIONAL INSUREDS

Schedule of Additional Insureds	Premium
OWNERS, LESSEES OR CONTRACTORS SCHEDULED PERSON	50
CG7085 -NEBRASKA	
Owners, Lessees or Contractors	Location of Covered Operation
CITY OF LINCOLN &/OR LANCASTER	555 S 10TH ST
COUNTY, PUBLIC BLDG COMMISSION	LINCOLN NE 68508

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
Information required to complete this Schedule, if not shown above, will be shown on 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 your liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person(s) or organization(s) directly arising out of:

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.

A person's or organization's status as an insured under this endorsement ends when your operations for that insured at that location are completed.

**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.



POLICY NUMBER:

60489204

## FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations.

## Other Forms

Applicable to the state of Nebraska

*CG0001(04-13)	COMM GENERAL LIAB COVG FORM
*CG2106(05-14)	EXCL-ACCESS/DISCLOSURE OF CONFIDENTIAL/PERSONAL
*CG2147(12-07)	EMPLOYMENT-RELATED PRACTICES EXCL
*CG2150(04-13)	AMENDMENT OF LIQUOR LIAB EXCLUSION
*CG2155-(09-99)	TOTAL POLLUTION EXCL W/A HOSTILE FIRE EXCEPTION
*CG2167(12-04)	FUNGI/BACTERIA EXCL
*CG2170(01-15)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
*CG2187(01-15)	CONDITIONAL EXCL OF TERRORISM
*CG2196(03-05)	SILICA/SILICA-RELATED DUST EXCL
*CG7001(02-05)	COMMERCIAL GENERAL LIABILITY COVERAGE PART
*CG7004(02-05)	COMM GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS
*CG7085(02-15)	ADDL INSURED-OWNER/LESSEE/CONTRACTOR-SCHEDULED
*CG7103(07-17)	ULTRA LIAB PLUS END
*CG7125(02-12)	PROPERTY DAMAGE DEDUCTIBLE LIABILITY INSURANCE
*CG7154(01-07)	COMM GENERAL LIAB SUPPLEMENTAL DECS-ADDL INSUREDS
*CG7155(01-07)	ABUSE/MOLESTATION EXCL
*IL-0021(07-02)	NUCLEAR ENERGY LIAB EXCL END
*IL0017(11-98)	COMMON POLICY CONDITIONS
*IL0259(09-07)	NE-CHGS CANCEL & NONRENEW
*IL7009-(04-91)	AMENDATORY END PUNITIVE/EXEMPLARY DAMAGES EXCL
*IL7068(01-10)	EXCL-LEAD-HAZARDOUS PROPERTIES
*IL7069(01-10)	EXCL-UNDERGROUND STORAGE TANKS
*IL7070(09-12)	ABSOLUTE ASBESTOS EXCL
*IL7095(01-14)	INTERNET SECURITY & PRIVACY INS END
*IL7105(10-14)	PRIMARY & NONCONTRIBUTORY-OTHER INSURANCE CONDITIO
*ST1609(01-07)	NOTICE ABUSE/MOLESTATION EXCL
*ST1644(01-12)	POLICY WEBSITE STUFFER
*ST1813(10-15)	IMPORTANT NOTICE-INTERNET SECURITY & PRIVACY
*ST1882(06-16)	NOTICE-LOCATION & PREMISES CLARIFICATION
*ST1893(04-17)	NOTICE-LIMITATION OF COVG TO DESIGNATED PREMISES

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED OR INTEREST ENDORSEMENT- PRIMARY COVERAGE**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

Under Section II LIABILITY COVERAGE, WHO IS AN INSURED is changed to include as an "insured" the person or organization named below. This additional insured endorsement only applies when the person or organization shown below is held liable for the conduct of the "Insured" and then only to the extent of that liability.

For any covered "auto" you own this Coverage Form provides primary coverage.

This endorsement does not extend or alter any other condition or limit under this policy.

Name of Person or Organization:	Interest:
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(If no entry appears above, information required to complete this endorsement will be shown in the Supplemental Declarations as applicable to the endorsement.)