## AMENDMENT TO CONTRACT Unit Price Tree Trimming and Removal Services Bid No. 14-009 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal New Heights Tree Service

This Amendment is hereby entered into by and between New Heights Tree Service, 13801 W. Panama, Crete, NE 68333 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated May 12, 2014 executed under City Directorial Order No. 11066, and County Contract C-14-0247, dated May 20, 2014, and executed by the City of Lincoln-Lancaster County Public Building Commission, on February 11, 2014, for Unit Price - Tree Trimming and Removal Services, Bid No. 14-009, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is May 20, 2014 through May 19, 2015, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of all parties; and

WHEREAS, the Contract was amended by City Executive Order No. 88250, executed by the City on May 26, 2015, and by County Contract C-15-0256 executed by the County Board on June 9, 2015, and executed by the City of Lincoln-Lancaster County Public Building Commission on June 9, 2015, to renew the contract for an additional one (1) year term from May 20, 2015 through May 19, 2016; and

WHEREAS, the Contract was amended by City Executive Order No. 89502, executed by the City on June 8, 2016, and by County Contract C-16-0251 executed by the County Board on May 5, 2016, and executed by the City of Lincoln-Lancaster County Public Building Commission on May 10, 2016, to renew the contract for an additional one (1) year term from May 20, 2016 through May 19, 2017; and

WHEREAS, the Contract was amended by City Executive Order No. 90679, executed by the City on May 17, 2017, and by County Contract C-17-0345 executed by the County Board on May 16, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission on June 6, 2017, to renew the contract for an additional one (1) year term from May 20, 2017 through May 19, 2018; and

WHEREAS, the parties hereby extend the Contract from May 20, 2018 through July 19, 2018; and

WHEREAS the estimated expenditures for the City of Lincoln for the term of this extension shall not exceed \$25,000.00 without prior approval by the City of Lincoln; and

WHEREAS the estimated expenditures for Lancaster County for the term of this extension shall not exceed \$5,000.00 without prior approval by the Lancaster County Board of Commissioners; and

WHEREAS the estimated expenditures for City of Lincoln-Lancaster County Public Building Commission for the term of this extension shall not exceed \$2,500.00 without prior approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Directorial Order No. 11066 and County Contract No. C-14-0247, and stated herein the parties agree as follows:

- 1) The parties hereby extend the Contract from Contract from May 20, 2018 through July 19, 2018.
- 2) The estimated expenditures for the City of Lincoln for the term of this extension shall not exceed \$25,000.00 without prior approval by the City of Lincoln.
- 3) The estimated expenditures for Lancaster County for the term of this extension shall not exceed \$5,000.00 without prior approval by the Lancaster County Board of Commissioners
- 4) The estimated expenditures for City of Lincoln-Lancaster County Public Building Commission for the term of this extension shall not exceed \$2,500.00 without prior approval by the Public Building Commission.
- 5) 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 Unit Price Tree Trimming and Removal Services Bid No. 14-009 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal New Heights Tree Service

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

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

Company Name:	New Heights Tree Service
By: (Please Sign)	Michael Bedfield
By: (Please Print)	Michael Bodfield
Title:	Owner Operator
Company Address:	13801 W Pana ma Ro Crote NE6853
Company Phone & Fax:	402 - 440-7672
E-Mail Address:	Bodfmør@ Gmail-com
Date:	5-3-18
Contact Person for Orders or Service	Mite
Contact Phone Number	402-418-4998

## **City of Lincoln Signature Page**

## AMENDMENT TO CONTRACT Unit Price Tree Trimming and Removal Services Bid No. 14-009 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal New Heights Tree Service

## **EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Executive Order No.\_\_\_\_\_

dated \_\_\_\_\_

## Lancaster County Signature Page

### AMENDMENT TO CONTRACT Unit Price Tree Trimming and Removal Services Bid No. 14-009 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal New Heights Tree Service

### **EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of Lancaster, Nebraska

Deputy Lancaster County Attorney

dated

Tracking No. 18050003

**City of Lincoln-Lancaster County Public Building Commission** Signature Page

### AMENDMENT TO CONTRACT **Unit Price Tree Trimming and Removal Services** Bid No. 14-009 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal **New Heights Tree Service**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

um Chairperson, Public Building Commission

dated 05/08/2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/02/18

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© 1988-2016 ACORD CORPORATION. All rights reserv CORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD	CORD 25 (2016/03)					<b>J</b> V © 1	2016 AC	CORD CORPORATION.	All rig	Ihts reserved.

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## 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					
CITY OF LINCOLN/LANCASTER CNTY PUBLIC BLDG COMMISSION 555 S 10TH ST LINCOLN NE 68508	VARIOUS LOCATIONS					

- 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:

- 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:

- 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.

31.2 M (243-13)

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)	Location(s) Of Covered Operations
LANCASTER COUNTY 555 S 10TH ST LINCOLN NE 68508	VARIOUS LOCATIONS

- 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.

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
CITY OF LINCOLN 555 S 10TH ST LINCOLN NE 68508	VARIOUS LOCATIONS
formation required to complete this Schedule, if not	

- 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.

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- 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.

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