

**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**

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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](mailto:clollar@lLincoln.ne.gov)

<b>Company Name:</b>	New Heights Tree Service
<b>By: (Please Sign)</b>	Michael Bodfield
<b>By: (Please Print)</b>	Michael Bodfield
<b>Title:</b>	Owner Operator
<b>Company Address:</b>	13801 W Panama Rd Croft NE 68553
<b>Company Phone &amp; Fax:</b>	402-440-7672
<b>E-Mail Address:</b>	Bodfm07@gmail.com
<b>Date:</b>	5-3-18
<b>Contact Person for Orders or Service</b>	Mike
<b>Contact Phone Number</b>	402-418-4998

**City of Lincoln Signature Page**

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**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**

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City of Lincoln, Lancaster County and  
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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 \_\_\_\_\_

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

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**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

  
\_\_\_\_\_  
Chairperson, Public Building Commission

dated 05/08/2018







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/15/2018

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).

<b>PRODUCER</b> Chris Conrad State Farm Agency PO BOX 262 Crete, NE 68333	<b>CONTACT NAME:</b> Chris Conrad <b>PHONE (A/C, No, Ext):</b> 4028265000 <b>E-MAIL ADDRESS:</b> chris.conrad.capm@statefarm.com <b>FAX (A/C, No):</b> 4028263315
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> State Farm Mutual Automobile Insurance Company <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>
<b>INSURED</b> New Heights Tree Service LLC 13801 W Panama Rd. Crete, NE 68333	

**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ENOL 0377712d2127 1112802f0727	05/02/2018 04/21/2018 05/07/2018	11/02/2018 10/21/2018 12/07/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b> City of Lincoln, Lancaster County, Lincoln-Lancaster County Public Building Commission 555 S 10th Street Lincoln, NE 68508	<b>CANCELLATION</b> 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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**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
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 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.

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**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
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