

AMENDMENT TO CONTRACT
Unit Price - Carpet Cleaning
Bid No. 16-140
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
CleanMax

This Amendment is hereby entered into by and between CleanMax, 1438 S. 1st Street, Suite 4, Lincoln, NE 68502 (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 August 8, 2016 executed under City Directorial Order No. 15504, and County Contract C-16-0405, dated August 2, 2016, and executed by the City of Lincoln-Lancaster County Public Building Commission, on August 9, 2016, for Unit Price - Carpet Cleaning, Bid No. 16-140, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is August 9, 2016 through August 8, 2017, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Executive Order No. 90939, executed by the City on August 3, 2017, and by County Contract C-17-0628 executed by the County Board on August 8, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission on August 8, 2017, to renew the contract for an additional one (1) year term from August 9, 2017 through August 8, 2018; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning August 9, 2018 through August 8, 2019; and

WHEREAS, "Contracted Vendors" shall mean all vendors who contract or who have contracted with the City pursuant to Bid No. 16-140 for Unit Price - Carpet Cleaning; and

WHEREAS, "Contracts" shall mean the collective contracts entered into between the City and the Contracted Vendors pursuant to Bid No. 16-140 for Unit Price - Carpet Cleaning, including all amendments thereto; and

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

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$10,000.00 for Contracts without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$10,000.00 for Contracts without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 15504 and County Contract C-16-0405, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning August 9, 2018 through August 8, 2019.
- 2) "Contracted Vendors" shall mean all vendors who contract or who have contracted with the City pursuant to Bid No. 16-140 for Unit Price - Carpet Cleaning.

- 3) "Contracts" shall mean the collective contracts entered into between the City and the Contracted Vendors pursuant to Bid No. 16-140 for Unit Price - Carpet Cleaning, including all amendments thereto.
- 4) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$25,000.00 for Contracts without approval by the City of Lincoln.
- 5) The expenditures for Lancaster County for the term of this renewal shall not exceed \$10,000.00 for Contracts without approval by the Lancaster County Board.
- 6) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$10,000.00 for Contracts without approval by the Public Building Commission.
- 7) All other terms of the Contract, not in conflict with this Amendment, shall remain in 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

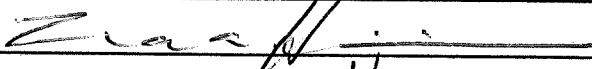
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

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

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

Company Name:	Cleanmax
By: (Please Sign)	
By: (Please Print)	Ziaa Hossaini
Title:	Pres.
Company Address:	1438 S. 1 st street Lincoln, NE 68502
Company Phone & Fax:	402 475 8000 - F 402 475 8001
E-Mail Address:	cleanmax@windstream.net
Date:	July / 18 / 18
Contact Person for Orders or Service	Zia Hossaini
Contact Phone Number:	402 475-8000

City of Lincoln Signature Page

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EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Finance Director

Approved by Director Order No. _____

dated _____

Lancaster County Signature Page

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City of Lincoln, Lancaster County and
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Renewal
CleanMax**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

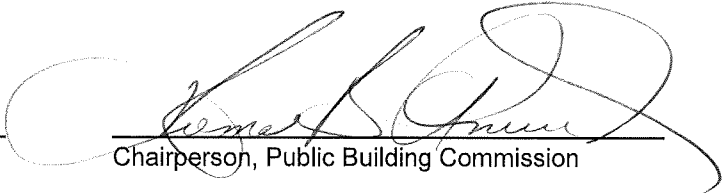
**City of Lincoln-Lancaster County Public Building Commission
Signature Page**

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Bid No. 16-140
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
CleanMax**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:


Public Building Commission Attorney


Chairperson, Public Building Commission

dated 7/10/18

Client#: 33545

CLEAN21

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/18/2018

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: INSPRO Insurance, P.O. Box 6847, Lincoln, NE 68506, 402 483-4500. CONTACT NAME: Zach Jensen, PHONE: 402-484-4881, FAX: 402-483-7977, E-MAIL: zjensn@insproins.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Acuity, NAIC #: 14184. INSURED: Lincoln Janitorial Service, Inc. dba CleanMax, 6211 O St, Lincoln, NE 68510.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Lincoln, Lancaster County, & Lincoln-Lancaster County Public Building Commission are listed as additional insureds.

CERTIFICATE HOLDER: City of Lincoln, Lancaster Co., & Lincoln-Lancaster Co. Public Building Commission 555 South 10th Street, Lincoln, NE 68508. CANCELLATION: 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: [Signature]

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 and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission	
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.