C-18-0492

AMENDMENT TO CONTRACT

Annual Services

Rental and Cleaning of Mats, Various Linens & Related Items Bid No. 16-170

City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal Paramount Linen

This Amendment is hereby entered into by and between Paramount Linen, P.O. Box 30409, Lincoln, NE 68503 (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 September 7, 2016 executed under City Executive Order No. 89767, and County Contract C-16-0498, dated August 30, 2016, and executed by the City of Lincoln-Lancaster County Public Building Commission, on September 13, 2016, for Annual Services - Rental and Cleaning of Mats, Various Linens & Related Items, Bid No. 16-170, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is September 13, 2016 through September 12, 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. 91066, executed by the City on September 13, 2017, and by County Contract C-17-0738 executed by the County Board on September 12, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission on September 12, 2017, to renew the contract for an additional one (1) year term from September 13, 2017 through September 12, 2018; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning September 13, 2018 through September 12, 2019; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$40,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$8,000.00 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 \$7,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 89767 and County Contract C-16-0498, 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 September 13, 2018 through September 12, 2019.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$40,000.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$8,000.00 without approval by the Lancaster County Board.
- 4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$7,000.00 without approval by the Public Building Commission.
- 5) 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

AMENDMENT TO CONTRACT
Annual Services
Rental and Cleaning of Mats, Various Linens & Related Items
Bid No. 16-170
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Paramount Linen

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:	PARAMOUNT LINEN
By: (Please Sign)	Jan allum
By: (Please Print)	Toda Allman
Title:	President
Company Address:	837 5 27 " Lincola, Ne 68510
Company Phone & Fax:	Phone 402-435-4313 FAX 402-435-4407
E-Mail Address:	TWALLMAN @ PATAMONTLINEN. COM
Date:	8-9-18
Contact Person for Orders or Service	Ton Allman Josh Pollaro
Contact Phone Number:	402 - 435 - 4313

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Annual Services
Rental and Cleaning of Mats, Various Linens & Related Items
Bid No. 16-170
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Paramount Linen

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:	CITY OF LINCOLN, NEBRASKA
City Clerk	Chris Beutler, Mayor
	Approved by Executive Order No
	dated

C-18-0492

Lancaster County Signature Page

AMENDMENT TO CONTRACT
Annual Services
Rental and Cleaning of Mats, Various Linens & Related Items
Bid No. 16-170
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Paramount Linen

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

AMENDMENT TO CONTRACT
Annual Services
Rental and Cleaning of Mats, Various Linens & Related Items
Bid No. 16-170
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Paramount Linen

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:	
Public Building Commission Attorney	Chairperson, Public Building Commission
	dated



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2017

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	CONTACT Marci Elam			
UNICO Group, Inc.	PHONE (A/C, No, Ext): (402) 434-7200 FAX (A/C, No): (402) 43	4-7272		
1128 Lincoln Mall	E-MAIL ADDRESS: melam@unicogroup.com			
Suite 200	INSURER(S) AFFORDING COVERAGE	NAIC #		
Lincoln NE 68508	INSURERA: Firemen's Ins Co of Washington DC	21784		
INSURED Paramount Laundry & Textile	INSURER B: Union Insurance	25844		
DBA: Paramount Linen & Uniform Rental	INSURER C:			
T A Holding LLC	INSURER D:			
P. O. Box 30409	INSURER E :			
Lincoln NE 68503-0409	INSURER F:			

COVERAGES

CERTIFICATE NUMBER:18/19 All Lines

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)	LIMIT	s	
A	х	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			CPA3111033	1/1/2018	1/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$ \$ \$	1,000,000 300,000 10,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:				-, -,	,,	PERSONAL & ADV INJURY GENERAL AGGREGATE	\$	1,000,000
	х	POLICY PRO- LOC OTHER:						PRODUCTS - COMP/OP AGG \$500 PD/Per Claim Ded.	\$	2,000,000
A	X	OMOBILE LIABILITY ANY AUTO ALL OWNED SCHEDULED			CPA3111033	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident)	\$ \$	1,000,000
		AUTOS AUTOS NON-OWNED AUTOS			CERSIIIVSS	1/1/2016	1/1/2019	PROPERTY DAMAGE (Per accident)	\$	
A	x	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE						EACH OCCURRENCE AGGREGATE	\$	5,000,000 5,000,000
		DED X RETENTION\$ 0			CPA3111033	1/1/2018	1/1/2019		\$	
В	AND ANY OFFI (Mar	KERS COMPENSATION EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED? datory in NH) s, describe under CRIPTION OF OPERATIONS below	N/A		WCA3111032	1/1/2018	1/1/2019	X PER OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		500,000 500,000 500,000
				:						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured including completed operations only when there is a written contract between the named insured and City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission that require such status prior to a loss.

CERTIFICATE HOLDER	CANCELLATION
bcrooks@lincoln.ne.gov City of Lincoln Lancaster County; Lincoln-Lancaster County Public Building 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.
555 S. 10th Street Lincoln, NE 68508	AUTHORIZED REPRESENTATIVE Edward Packard/MELAM Edward Rockard/MELAM

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

- Only applies to the extent permitted by law; and
- 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 additional insured under this endorsement ends when your operations for that additional insured 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", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or falling to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, Inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- "Bodily injury" or "property damage" occurring after:
 - a. 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
 - b. 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:

The most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement you have entered into with the additional insured; 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 - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Lincoln, Lancaster County; Lincoln-Lancaste County Public Building Commission 555 S 10th St Lincoln, NE 68508	Completed Operations Coverage

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 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: CPA 3111033 - 22

SCHEDULE OF FORMS AND ENDORSEMENTS

The following Declarations, Coverage Forms, Conditions, and Endorsements are applicable to:

Commercial General Liability

State*	<u>Number</u>	Edition	<u>Description</u>
ALL	B CG DS 01	10-2001	Commercial General Liability Declarations
ALL	CL CG FS 01	09-2008	Schedule of Forms and Endorsements
ALL	CG 00 01	04-2013	Commercial General Liability Coverage Form
ALL	CG 03 00	01-1996	Deductible Liability Insurance
ALL	CG 20 33	04-2013	Additional Insured - Owners, Lessees Or Contractors - Automatic Status When Required In Construction Agreement With You
ALL	CG 20 37	04-2013	Additional Insured - Owners, Lessees Or Contractors - Completed Operations
ALL.	CG 21 06	05-2014	Exclusion - Access or Disclosure of Confidential Or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
ALL	CG 21 09	06-2015	Exclusion - Unmanned Aircraft
ALL	CG 21 41	11-1985	Exclusion - Intercompany Products Suits
ALL	CG 21 46	07-1998	Abuse Or Molestation Exclusion
ALL	CG 21 47	12-2007	Employment Related Practices Exclusion
ALL	CG 21 54	01-1996	Exclusion - Designated Operations Covered By A Consolidated (Wrap - Up) Insurance Program
ALL	CG 21 67	12-2004	Fungi Or Bacteria Exclusion
ALL	CG 21 75	01-2015	Exclusion of Certified Acts of Terrorism & Exclusion of Other Acts of Terrorism Committed Outside The United States
ALL	CG 21 86	12-2004	Exclusion - Exterior Insulation And Finish Systems
ALL	CG 21 96	03-2005	Silica Or Silica - Related Dust Exclusion
ALL	CG 24 26	04-2013	Amendment Of Insured Contract Definition
ALL	CL CG 00 59	09-2016	Contractors' Commercial General Liability Enhancement Endorsement
ALL	CL CG 21 08	11-2010	Asbestos Exclusion
ALL	CL CG 24 01	09-2016	Bodily Injury Redefined

^{*}When the word "ALL" appears in the state column, the form applies to all states on the policy.

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