

**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

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**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)	Tom Allman
By: (Please Print)	Tom Allman
Title:	President
Company Address:	837 S 27 <sup>th</sup> Lincoln, Ne 68510
Company Phone & Fax:	Phone 402-435-4313 Fax 402-435-4407
E-Mail Address:	TWALLMAN@PARAMOUNTLINEN.COM
Date:	8-9-18
Contact Person for Orders or Service	Tom Allman Josh Pollard
Contact Phone Number:	402-435-4313

## City of Lincoln Signature Page

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

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Chris Beutler, Mayor

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

dated \_\_\_\_\_

# Lancaster County Signature Page

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**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

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dated \_\_\_\_\_

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

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City of Lincoln-Lancaster County Public Building Commission  
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**EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

ATTEST:

\_\_\_\_\_  
Public Building Commission Attorney

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

dated \_\_\_\_\_



**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
2. 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:

1. Only applies to the extent permitted by law; and
2. 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:

1. "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 failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. 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.

2. "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:

- 1. 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-Lancaster County Public Building Commission  555 S 10th St Lincoln, NE 68508	Completed Operations Coverage
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" 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:

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 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

<u>State*</u>	<u>Number</u>	<u>Edition</u>	<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.