

AMENDMENT TO CONTRACT
Snow & Ice Removal - City and County Facilities
Bid No. 16-181
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Locations Changes
Mr Yards and More LLC

This Amendment is hereby entered into by and between Mr Yards and More LLC, 8729 Remi Drive, Lincoln, NE 68526 (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 December 16, 2016 executed under City Executive Order No. 90181, and County Contract C-16-0702, dated December 13, 2016, and executed by the City of Lincoln-Lancaster County Public Building Commission, on December 13, 2016, for Annual Services - Snow & Ice Removal - City and County Facilities, Bid No. 16-181, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract December 16, 2016 through December 15, 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. 91324, executed by the City on December 6, 2017, and by County Contract C-17-0897 executed by the County Board on November 21, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission on December 12, 2017, to renew the contract for an additional one (1) year term from December 16, 2017 through December 15, 2018; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning December 16, 2018 through December 15, 2019; and

WHEREAS, the parties hereby amend the Contract to change the address of Line 30 to Labor Temple at 46th & "Y" Street; and

WHEREAS, the parties hereby amend the Contract to change the address of Line 39 to Lewis Ballfields at Capital Parkway and "J" Street: and

WHEREAS, the parties hereby amend the Contract to remove Line 31; and

WHEREAS, the parties hereby amend the Contract to add the following four (4) Lincoln City Libraries: Walt Library located at 6701 S. 14th Street, Gere Library located at 2400 South Street, Anderson Library located at 3625 Touzalin Avenue and Eiseley located at 1530 Superior Street; and

WHEREAS, the parties hereby reinstate the sidewalks at Pershing Center for an hourly rate of \$48.50; and

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

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$3,000.00 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 \$3,000.00 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. 90181 and County Contract C-16-0702, 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 December 16, 2018 through December 15, 2019.
- 2) The parties hereby amend the Contract to change the address of Line 30 to Labor Temple at 46th & "Y" Street.
- 3) The parties hereby amend the Contract to change the address of Line 39 to Lewis Ballfields at Capital Parkway and "J" Street.
- 4) The parties hereby amend the Contract to remove Line 31.
- 5) The parties hereby amend the Contract to add the following four (4) Lincoln City Libraries: Walt Library located at 6701 S. 14th Street, Gere Library located at 2400 South Street, Anderson Library located at 3625 Touzalin Avenue and Eiseley located at 1530 Superior Street.
- 6) The parties hereby reinstate the sidewalks at Pershing Center for an hourly rate of \$48.50.
- 7) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$25,000.00 without approval by the City of Lincoln.
- 8) The expenditures for Lancaster County for the term of this renewal shall not exceed \$3,000.00 without approval by the Lancaster County Board.
- 9) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$3,000.00 without approval by the Public Building Commission.
- 10) 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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Mr Yards and More LLC**

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:	Mr Yards and More LLC
By: (Please Sign)	
By: (Please Print)	Dennis Stephens
Title:	Owner
Company Address:	8729 Remi Dr
Company Phone & Fax:	402-217-3160
E-Mail Address:	dstephens75@gmail.com
Date:	11/14/2018
Contact Person for Orders or Service	Dennis Stephens - 402-217-3160 Erik Wintermute - 402-326-6768
Contact Phone Number:	402-217-3160 or 402-326-6768

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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Renewal
Mr Yards and More LLC**

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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Renewal with Locations Changes
Mr Yards and More LLC**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

ADDISON INSURANCE COMPANY

PO Box 73909, Cedar Rapids, IA 52407

POLICY NUMBER: 60489204

ACCOUNT NUMBER: 3000310226 (2) COMMERCIAL GENERAL LIABILITY
 9-AGENCY BILL - **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

ISSUE DATE 02-06-2018 CRB REPLACEMENT OF 0305 60489204 DECLARATIONS RENEWAL EXTENSION

NAMED MR YARDS AND MORE LLC INSURED AND ADDRESS 8729 REMI DR LINCOLN NE 68526-1028	AGENCY & CODE 050063 MCCASHLAND-KIRBY INS AGCY 8231 NORTHWOODS DR STE A LINCOLN NE 68505
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POLICY 12:01 A.M. Standard time FROM: 01-27-2018 TO: 01-27-2019
 PERIOD: at your mailing address shown above. And for successive policy periods as stated below.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.

LIMITS OF INSURANCE	
GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)	\$ 2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT (Any one person or organization)	\$ 1,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT (Any one premises)	\$ 100,000
MEDICAL EXPENSE LIMIT (Any one person)	\$ 5,000

RETROACTIVE DATE (CG 00 02 Only) Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here. (enter date or "None" if no Retroactive Date applies)
 NONE

BUSINESS DESCRIPTION LAWN SERVICE
 FORM OF BUSINESS: Individual Joint Venture Partnership Corporation Other LL COMPANY

Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Rates		Advance Premiums	
			Pr/CO	All Other	Pr/CO	All Other
NE LOC# 01 9520 N 1ST ST LINCOLN, NE 68531-8923 LANDSCAPE GARDENING INCL PR/CO 97047P)		85,000				
		INCL	5.521	INCL	469	
\$ 500 PER CLAIM PROPERTY DAMAGE DEDUCTIBLE APPLIES						
ULTRA LIABILITY PLUS ENDORSEMENT CONTINUED ON CG7004					300	

PREMIUM BASIS DEFINITIONS a) Area per 1000 sq ft b) Total Cost per \$1000 c) Gallons per 1000 d) Admissions per 1000 e) Payroll per \$1000 f) Gross Sales per \$1000 g) Defined Above h) Units per unit

Premium Charge Forms	Advance Premium	Premium Charge Forms	Advance Premium
	SEE UW7002		

Other Forms SEE UW7002

Amend Reason

PREMIUM FOR THIS COVERAGE PART \$ 923
 Endorsement Adjustment Premium \$

This Declarations Page supersedes and replaces any preceding declarations page bearing the same policy number for this policy period. **X**
 (COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE)

0305

01-27-2018

POLICY NUMBER: 60489204

COMMERCIAL GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS

Classifications and Locations of All Premises You Own, Rent or Occupy	Codes	Premium Basis	Pr/CO	Rates		Advance Premiums	
				All Other	Pr/CO	All Other	All Other
INTERNET SECURITY & PRIVACY See UW1792 for Coverage Information							86
Certified Acts of Terrorism Coverage							18

POLICY NUMBER: 60489204

COMMERCIAL GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS - ADDITIONAL INSUREDS

Schedule of Additional Insureds	Premium
OWNERS, LESSEES OR CONTRACTORS SCHEDULED PERSON	50
CG7085 -NEBRASKA	
Owners, Lessees or Contractors	Location of Covered Operation
CITY OF LINCOLN &/OR LANCASTER	555 S 10TH ST
COUNTY, PUBLIC BLDG COMMISSION	LINCOLN NE 68508

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
Information required to complete this Schedule, if not shown above, will be shown on 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 your liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person(s) or organization(s) directly arising out of:

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.

A person's or organization's status as an insured under this endorsement ends when your operations for that insured at that location 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" 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.

POLICY NUMBER:

60489204

FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations.

Other Forms

Applicable to the state of Nebraska

*CG0001(04-13)	COMM GENERAL LIAB COVG FORM
*CG2106(05-14)	EXCL-ACCESS/DISCLOSURE OF CONFIDENTIAL/PERSONAL
*CG2147(12-07)	EMPLOYMENT-RELATED PRACTICES EXCL
*CG2150(04-13)	AMENDMENT OF LIQUOR LIAB EXCLUSION
*CG2155-(09-99)	TOTAL POLLUTION EXCL W/A HOSTILE FIRE EXCEPTION
*CG2167(12-04)	FUNGI/BACTERIA EXCL
*CG2170(01-15)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
*CG2187(01-15)	CONDITIONAL EXCL OF TERRORISM
*CG2196(03-05)	SILICA/SILICA-RELATED DUST EXCL
*CG7001(02-05)	COMMERCIAL GENERAL LIABILITY COVERAGE PART
*CG7004(02-05)	COMM GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS
*CG7085(02-15)	ADDL INSURED-OWNER/LESSEE/CONTRACTOR-SCHEDULED
*CG7103(07-17)	ULTRA LIAB PLUS END
*CG7125(02-12)	PROPERTY DAMAGE DEDUCTIBLE LIABILITY INSURANCE
*CG7154(01-07)	COMM GENERAL LIAB SUPPLEMENTAL DECS-ADDL INSUREDS
*CG7155(01-07)	ABUSE/MOLESTATION EXCL
*IL-0021(07-02)	NUCLEAR ENERGY LIAB EXCL END
*IL0017(11-98)	COMMON POLICY CONDITIONS
*IL0259(09-07)	NE-CHGS CANCEL & NONRENEW
*IL7009-(04-91)	AMENDATORY END PUNITIVE/EXEMPLARY DAMAGES EXCL
*IL7068(01-10)	EXCL-LEAD-HAZARDOUS PROPERTIES
*IL7069(01-10)	EXCL-UNDERGROUND STORAGE TANKS
*IL7070(09-12)	ABSOLUTE ASBESTOS EXCL
*IL7095(01-14)	INTERNET SECURITY & PRIVACY INS END
*IL7105(10-14)	PRIMARY & NONCONTRIBUTORY-OTHER INSURANCE CONDITIO
*ST1609(01-07)	NOTICE ABUSE/MOLESTATION EXCL
*ST1644(01-12)	POLICY WEBSITE STUFFER
*ST1813(10-15)	IMPORTANT NOTICE-INTERNET SECURITY & PRIVACY
*ST1882(06-16)	NOTICE-LOCATION & PREMISES CLARIFICATION
*ST1893(04-17)	NOTICE-LIMITATION OF COVG TO DESIGNATED PREMISES

