

AMENDMENT TO CONTRACT
Unit Price
Plumbing Services
Bid No. 16-283
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Bob and Don's Plumbing

This Amendment is hereby entered into by and between Bob and Don's Plumbing, 9000 South 1st, Lincoln, NE 68512 (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 March 2, 2017 executed under City Resolution No. A-90261, and County Contract C-17-0048, dated February 7, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission, on February 14, 2017, for Unit Price – Plumbing Services, Bid No. 16-283, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is March 1, 2017 through February 28, 2019, with the option to renew for two (2) additional two (2) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional two (2) year term beginning March 1, 2019 through February 28, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$400,000.00 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 \$100,000.00 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 \$40,000.00 for contracts without approval by the Public Building Commission; and

WHEREAS, the parties hereby amend the contract to replace Paragraph No. 9 of the Contract with the following language:

OWNER INCLUSION. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Whenever a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") in the Contract, which includes the instructions to bidders, specifications, insurance requirements, bonds, terms and conditions, or any other documents which are a part of the Contract, it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Notwithstanding the foregoing, the duties and obligations of the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the Owners shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Resolution A-90261 and County Contract C-17-0048, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional two (2) year term beginning March 1, 2019 through February 28, 2021.

- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$400,000.00 for contracts without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$100,000.00 for contracts 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 \$40,000.00 for contracts without approval by the Public Building Commission.
- 5) The parties hereby amend the contract to replace Paragraph No. 9 of the Contract with the following language: OWNER INCLUSION. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Whenever a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") in the Contract, which includes the instructions to bidders, specifications, insurance requirements, bonds, terms and conditions, or any other documents which are a part of the Contract, it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Notwithstanding the foregoing, the duties and obligations of the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the Owners shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.
- 6) 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
Unit Price
Plumbing Services
Bid No. 16-283
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Bob and Don's Plumbing

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:	Bob and Don's Plumbing of Lincoln Inc
By: (Please Sign)	
By: (Please Print)	Jennifer Cropsey
Title:	President
Company Address:	Po Box 4322 Lincoln Ne 68504
Company Phone & Fax:	402-464-2999 Fax 402-805-4108
E-Mail Address:	bobanddon@plumbing@gmail.com
Date:	1-31-19
Contact Person for Orders or Service	Jennifer Cropsey
Contact Phone Number:	402-464-2999

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Unit Price
Plumbing Services
Bid No. 16-283
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Bob and Don's Plumbing**

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

**AMENDMENT TO CONTRACT
Unit Price
Plumbing Services
Bid No. 16-283
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Bob and Don's Plumbing**

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
Unit Price
Plumbing Services
Bid No. 16-283
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Bob and Don's Plumbing**

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)

12/18/2018

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 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).

PRODUCER Watts Insurance Group 6221 S 58th St Ste E Lincoln NE 68516	CONTACT NAME: Terri Watts	
	PHONE (A/C, No, Ext): (402) 261-3999 FAX (A/C, No): (402) 858-0950 E-MAIL ADDRESS: terri@wattsinsurancegroup.com	
INSURED Bob And Dons Plumbing Of Lincoln Inc PO Box 4322 Lincoln NE 68504	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : IMT WADENA	14257
	INSURER B : IMT	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES

CERTIFICATE NUMBER: CL18121802253

REVISION NUMBER:

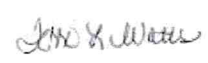
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GLR6396	12/15/2018	12/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 AI Primary NC Incl CO \$	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y		CVR6396	12/15/2018	12/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	WCR6396	12/15/2018	12/15/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

The City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission is added as an additional insured with respect to the general liability and auto liability as per the attached forms.
Waiver of Subrogation applies to the worker's compensation.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln/Lancaster County Lincoln-Lancaster County Public 555 S 10th Street Lincoln NE 68508	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 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED FOR COVERED AUTOS LIABILITY COVERAGE
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Named Insured: Bob and Don's Plumbing Endorsement Effective Date: 12-15-2018

SCHEDULE

Name of Person(s) or Organization(s): City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission 555 S 10th Street Lincoln NE 68508

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to the **Who Is An Insured** provision under **Covered Autos Liability Coverage**:

Any person or organization shown above in the Schedule is an "insured", but only with respect to liability for "bodily injury" or "property damage" caused by an "accident" that is, in whole or in part, caused by your acts or omissions or the acts or omissions of those acting on your behalf and resulting from the ownership, maintenance or use of a covered "auto".

Policy Number GLR6396

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - PRIMARY & NONCONTRIBUTORY,
INCLUDING COMPLETED OPERATIONS AND
WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization:</p> <p style="text-align: center;">City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission 555 S 10th Street Lincoln NE 68508</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> <p>With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by this Endorsement.</p>

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person or organization shown in the Schedule, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your acts or omissions or the acts or omissions of those:

1. Acting on your behalf in connection with premises you own, rent, lease or occupy; or
2. Arising out of "your work" performed for that insured and included in the "products-completed operations hazard" as specified in the written contract, agreement or permit.

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.

- C. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

- D. **Condition 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Commercial General Liability Conditions** is amended to include the following:

This condition does not apply to any person or organization to which you waived this condition by written contract or agreement, but only to the extent that subrogation is waived prior to the "bodily injury" or "property damage" under the contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

EFFECTIVE DATE: 12/15/2018

POLICY NUMBER: WCR6396

INSURED: BOB AND DONS PLUMBING OF

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

CITY OF LINCOLN AND/OR LANCASTER COUNTY AND/OR CITY OF LINCOLN/LANCASTER
COUNTY PUBLIC BUILDING COMMISSION
QSI'S CUSTOMER, QSI, QSI'S OFFICERS, OFFICIALS, EMPLOYEES, VOLUNTEERS, PROPERTY
OWNER, LANDLORD AND PROPERTY MANAGER ARE PRIMARY, NON CONTRIBUTORY ADDITIONAL
INSUREDS INCLUDING, COMPLETED OPERATIONS AS RESPECTS GENERAL LIABILITY AND AS
ADDITIONAL INSUREDS AS RESPECTS AUTOMOBILE LIABILITY. QSI'S CUSTOMER, QSI QSI'S
OFFICERS, OFFICIALS, EMPLOYEES, VOLUNTEERS, PROPERTY OWNER LANDLORD AND
AUTOMOBILE, LIABILITY AND WORKERS' COMPENSATION.