Tracking No. 19010080

AMENDMENT TO CONTRACT Unit Price Demolition Services Bid No. 16-279

City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal New Horizons, LLC

This Amendment is hereby entered into by and between New Horizons, LLC,1201 D Street, 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 March 2, 2017 executed under City Resolution No. 90260, and County Contract C-17-0090, dated February 14, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission, on February 14, 2017, for Unit Price – Demolition, Bid No. 16-279, 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 \$140,000.00 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 \$20,000.00 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 \$20,000.00 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 90260 and County Contract C-17-0090, 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 \$140,000.00 for contracts without approval by the City of Lincoln.

- The expenditures for Lancaster County for the term of this renewal shall not exceed \$20,000.00 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 \$20,000.00 for contracts without approval by the Public Building Commission.
- 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.
- 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
Demolition Services
Bid No. 16-279
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
New Horizons, LLC

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

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

Company Name:	New Horizons LLC
By: (Please Sign)	Rephaustace
By: (Please Print)	Stephanie Isaacson
Title:	President
Company Address:	201 West O Street, Lincoln NE 68528
Company Phone & Fax:	phone: 402-261-8130; fax: 402-261-8136
E-Mail Address:	stephanie@newhorizons-llc.com
Date:	2/1/19
Contact Person for Orders or Service	Dustin Huenink
Contact Phone Number:	402-913-8112

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Unit Price
Demolition Services
Bid No. 16-279
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
New Horizons, LLC

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:	
City Clerk	_
	CITY OF LINCOLN, NEBRASKA
	Chris Beutler, Mayor
	Approved by Executive Order Nodated

Lancaster County Signature Page

AMENDMENT TO CONTRACT

Unit Price
Demolition Services
Bid No. 16-279
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
New Horizons, LLC

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:	The Board of County Commissioners of Lancaster, Nebraska
Deputy Lancaster County Attorney	
	datad

City of Lincoln-Lancaster County Public Building Commission Signature Page

AMENDMENT TO CONTRACT

Unit Price

Demolition Services

Bid No. 16-279

City of Lincoln, Lancaster County and

City of Lincoln-Lancaster County Public Building Commission

Renewal

New Horizons, LLC

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

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

Granite Re, Inc. 14001 Quailbrook Drive Oklahoma City, OK 73134

Rider	·No.	1		
<i>111</i>	GRNE	2215	:n	

To be attached to and become a part of Bond #		
on behalf of New Horizons, LLC.	>	as principal, in
favor of the City of Lincoln, Lancaster County and Lin	coln-Lancaster County Public Building Commission	as Obligee, in
the penalty amount of *** Fifty Thousand and	No/100	***
Dollars (\$_50,000.00	_) for Payment & Performance Bond.	
It is hereby understood and agreed that the bond	d shall be amended as follows:	
Bond is extended from March 1, 2019 through	n February 28, 2021	
It is further understood and agreed that the li any/all defaults of the Principal and/or subsidia partly after this rider becomes effective, shall in	ries, whether occurring before or after or pa	rtly before and
Signed, Sealed and Dated this <u>1st</u> day of	February , 20_19	
	New Horizons, LLC. Principal	
	Name & Title	
	Granite Re, Inc.	
	Sandra Burnett, Attorney-In-Fact	~~~
(

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KELLY R. WATSON; CHANDLER H. CULLOR; SANDRA BURNETT; LINDA'S. REYNOLDS; MARK E. GARDNER Its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE; INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KELLY R. WATSON; CHANDLER H. CULLOR; SANDRA BURNETT; LINDA S. REYNOLDS; MARK E. GARDNER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 6th day of December, 2018.

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA)

CC-

) S

Kenneth D. Whittington

Wild McDonyld Trossurer

alleen & Carlson

On this 6th day of December, 2018, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires: August 8, 2021

Commission #: 01013257

SOLEL FLORE

Notary rubi

GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

15t day of 160YU(11VV, 20 19.

The property of

Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or

material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed. Pursuant to Neb. Rev. Stat. § 77-1323, I, Stephanie Isaacson, do hereby certify that all equipment to be used on Bid No. 16-279, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in <u>Lancaster</u> County, Nebraska. DATED this 1 day of February, 2019. Title: President Missouri STATE OF NEBRASKA))ss. COUNTY OF Jackson On February 1 , 2019, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Stephanie Isaacson, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed. Witness my hand and notarial seal the day and year last above written. SMAGO SINARO Iotary Public (SEAL)

SARA JO SMITH

Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: September 09, 2021
Commission Number: 13524399

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, Nebraska Revised Statutes 48-2901 to 48-2912 and City of Lincoln Executive Order 083319,

- I, <u>New Horizons LLC</u>, herein below known as the Contractor, state under oath and swear as follows:
- 1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
- 2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
- 3. The Contractor has complied with Neb Rev Stat 4-114.
- 4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
- 5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to NRS 48-2912 of this Act.
- 6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

PRINT NAME:	<u>Stephanie Ann Isaacson</u>
	(First Middle Last)
SIGNATURE:	SUPLANGER
TITLE:	President
Missouri	
State of Nebraska-)
) ss.
County of Jackson)
This affidavit w	as signed and sworn to before me, the undersigned Notary Public, on this
15 day of Febru	uary , 20 <u>1</u> 9
	SARA JO SMITH Notary Public - Notary Seal State of Missouri Notary Public

Commissioned for Jackson County My Commission Expires: September 09, 2021 Commission Number: 13524399



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2019

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 NAME:				
TRUSS 9200 Ward Parkway		FAX (A/C, No): (816)708-4600			
Suite 500	E-MAIL ADDRESS: Certificates@TrussAdvantage.com				
Kansas City MO 64114	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: Starr Surplus Lines Ins Co	13604			
INSURED 28963	INSURER B: Starr Indemnity & Liability Co	38318			
New Horizons Enterprises, LLC PO Box 681183	INSURER C:				
Kansas City MO 64168-1183	INSURER D:				
·	INSURER E:				
	INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 1291993895

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	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	Х	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Υ	,,,,,	1000065521181	3/31/2018	3/31/2019	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000
		CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 100,000 \$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:				'		GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO-	İ					PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
В	AUT	OMOBILE LIABILITY	Y		SISIPCA08326118	3/31/2018	3/31/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$
		ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	Х	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
		[]							\$
Α	Χ	UMBRELLA LIAB X OCCUR	Υ		100336446181	3/31/2018	3/31/2019	EACH OCCURRENCE	\$ 5,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000
		DED X RETENTION\$-0-							\$
В		KERS COMPENSATION EMPLOYERS' LIABILITY		Υ	1000002730	3/31/2018	3/31/2019	X PER X OTH-	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE OF N	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Mar	datory in NH)	\ \ \ \					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A A A	Tran	essional-Claims Made sportation Pollution- Occ ractor Pollution- Occ			1000065521181 1000065521181 1000065521181	3/31/2018 3/31/2018 3/31/2018	3/31/2019 3/31/2019 3/31/2019	Limit/Ded Limit/Ded Limit/Ded	1,000,000/10,000 1,000,000/10,000 1,000,000/10,000
		,	L						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission are additional insured as respects the General,
Auto and Umbrella Liability policies. Waiver of Subrogation applies in favor of additional insured as respects Workers Compensation when required by written
contract and as allowed by law.

CERTIFICATE HOLDER

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County 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





Primary and Non-contributory, Additional Insured and Waiver of Subrogation

Policy Number: 1000065521181 **Effective Date:** March 31, 2018 at 12:01 A.M.

Named Insured: New Horizons Enterprises, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Owners and Contractors Protective Liability Coverage Form
Products/Completed Operations Liability Coverage Form
Contractors Pollution Liability Coverage Form
Professional Liability Coverage Form
Site Pollution Liability Coverage Form

SCHEDULE

Where Required By Written Contract

- A. SECTION II WHO IS AN INSURED is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- **B.** As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
 - 1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
 - 2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
 - 3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY

Steve Blakey, President

Nehemiah E. Ginsburg, General/Counsel

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 3/31/2018 - 3/31/2019

e. 3/3 //2010 - 3/3

Premium:

Endorsement No.:

Insured: New Horizons

Enterprise, LLC

Policy No.: 1000002730

Countersigned by:

Insurance Company: