

**AMENDMENT TO CONTRACT**  
**Unit Price**  
**Irrigation Maintenance and Repair Services**  
**Bid No. 16-291**  
**City of Lincoln, Lancaster County and**  
**City of Lincoln-Lancaster County Public Building Commission**  
**Renewal**  
**Lamplighters Lighting & Irrigation**

This Amendment is hereby entered into by and between Lamplighters Lighting & Irrigation, Inc., 5821 Dogwood Dr., Lincoln, NE 68516 (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. 90255, and County Contract C-17-0084, dated February 14, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission, on February 14, 2017, for Unit Price – Irrigation Maintenance and Repair Services, Bid No. 16-291, 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 \$60,000.00 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 \$10,000.00 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 \$30,000.00 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 90255 and County Contract C-17-0084, 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 \$60,000.00 for contracts without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$10,000.00 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 \$30,000.00 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

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**Lamplighters Lighting & Irrigation**

**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](mailto:dwinkler@lincoln.ne.gov)

<b>Company Name:</b>	Lamplighters Landscape Lighting, LLC
<b>By: (Please Sign)</b>	Desiree Bryant
<b>By: (Please Print)</b>	Desiree Bryant
<b>Title:</b>	Office Manager
<b>Company Address:</b>	5821 Dogwood Dr. Lincoln, NE 68516
<b>Company Phone &amp; Fax:</b>	(402) 955-9656
<b>E-Mail Address:</b>	lamplighterlighting@gmail.com
<b>Date:</b>	2/5/19
<b>Contact Person for Orders or Service</b>	Desiree Bryant
<b>Contact Phone Number:</b>	(402) 955-9656

## 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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**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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**EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

ATTEST:

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

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

dated \_\_\_\_\_

**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, Thomas Bryant, 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.

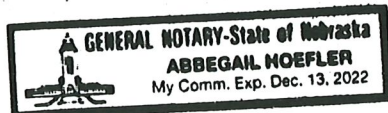
PRINT NAME: Thomas Carl Bryant  
(First, Middle, Last)

SIGNATURE: Thomas Carl Bryant

TITLE: Owner

State of Nebraska )  
 ) ss.  
County of LANCASTER )

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 5th day of Feb., 2019.



Abbeagal Hoefler  
Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/27/2019

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).

<b>PRODUCER</b> Complete Insurance 700 R Street Suite 311 Lincoln NE 68501	<b>CONTACT NAME:</b> Heather Bender <b>PHONE (A/C, No, Ext):</b> 402-937-3949 <b>E-MAIL ADDRESS:</b> hgegger@gmail.com	<b>FAX (A/C, No):</b> 402-858-6068	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Lamplighters Landscape Lighting LLC 5821 Dogwood Drive Lincoln NE 68516	<b>INSURER A:</b> Travelers Insurance Company		
	<b>INSURER B:</b> Auto-Owners Insurance Company		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		


**COVERAGES**                      **CERTIFICATE NUMBER:** 2                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		680-4H810572	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000
							MED EXP (Any one person) \$ 5000
							PERSONAL & ADV INJURY \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2000000
							PRODUCTS - COMP/OP AGG \$ 2000000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			51-046038-00	01/27/2019	01/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS    OTH-ER
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Lincoln and/or Lancaster County and/or City of Lincoln-Lancaster County Public Building Commission are listed as additional insureds on the general liability policy.

<b>CERTIFICATE HOLDER</b> City of Lincoln, Lancaster County, Lincoln-Lancaster County Public Building Commission 555 So 10th St Lincoln NE 68508	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
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POLICY NUMBER: 680-4H810572-18-42

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 06/21/2018

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of person or organization:**

CITY OF LINCOLN AND/OR LANCASTER COUNTY AND/OR CITY OF LINCOLN/LANCAST  
ER COUNTY PUBLIC BUILDING COMMISSION

555 SOUTH 10TH STREET  
LINCOLN NE 68508

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.