

AMENDMENT TO CONTRACT
Unit Price
Landscape Installation & Maintenance Services
Bid No. 16-290
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Increase and Bond Reduction
Campbell's Nurseries & Garden Centers

This Amendment is hereby entered into by and between Campbell's Nurseries & Garden Centers, 5625 Pine Lake Road, 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. 90256, and County Contract C-17-0037, dated February 7, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission, on February 14, 2017, for Unit Price – Landscape Installation & Maintenance Services, Bid No. 16-290, 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 parties hereby amend the Contract to reflect a price increase of 2.5%, per Attachment A; and

WHEREAS, the parties hereby amend the Unit Price Quote in the Contract to reflect a price increase of 2.5%, per Attachment 1; and

WHEREAS, the parties hereby amend the Contract to reduce the Payment and Performance Bond from \$50,000.00 to \$25,000.00 which will exclude the Contractor from bidding on projects above that threshold; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$200,000.00 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 \$15,000.00 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 \$15,000.00 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 90256 and County Contract C-17-0037, 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 parties hereby amend the Contract to reflect a price increase of 2.5%, per Attachment A.
- 3) The parties hereby amend the Unit Price Quote in the Contract to reflect a price increase of 2.5%, per Attachment 1.
- 4) The parties hereby amend the Contract to reduce the Payment and Performance Bond from \$50,000.00 to \$25,000.00 which will exclude the Contractor from bidding on projects above that threshold.
- 5) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$200,000.00 for contracts without approval by the City of Lincoln.
- 6) The expenditures for Lancaster County for the term of this renewal shall not exceed \$15,000.00 for contracts without approval by the Lancaster County Board.
- 7) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$15,000.00 for contracts without approval by the Public Building Commission.
- 8) 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.
- 9) 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
Landscape Installation & Maintenance Services
Bid No. 16-290
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Increase and Bond Reduction
Campbell's Nurseries & Garden Centers**

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

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

Company Name:	Campbell's Nurseries
By: (Please Sign)	Sandy Pfeifer
By: (Please Print)	SANDY Pfeifer
Title:	PRESIDENT
Company Address:	5625 PineLake Road, Lincoln NE 68516
Company Phone & Fax:	(P) 402-423-4556 (F) 402-423-9653
E-Mail Address:	ATC @ CampbellsNursery . com
Date:	2/1/2019
Contact Person for Orders or Service	Andrew Campbell
Contact Phone Number:	(402) 423-4556 ext 232

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Unit Price
Landscape Installation & Maintenance Services
Bid No. 16-290
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Increase and Bond Reduction
Campbell's Nurseries & Garden Centers**

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
Landscape Installation & Maintenance Services
Bid No. 16-290
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Increase and Bond Reduction
Campbell's Nurseries & Garden Centers

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
Landscape Installation & Maintenance Services
Bid No. 16-290
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Increase and Bond Reduction
Campbell's Nurseries & Garden Centers**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:



Public Building Commission Attorney



Chairperson, Public Building Commission

dated

2/12/19



Sharon Mulder
Asst. Purchasing Agent
City/County Purchasing
440 S. 8th St., Ste. 200
Lincoln, NE 68508

NURSERIES

January 29th, 2019

Sharon –

GARDEN CENTERS

As listed in our initial bid for Bid #16-290, and as this is the time of renewal of the contract for Bid # 16-290 – Unit Price Landscape this letter is notice of our request to have all pricing increased 2.5% as the contract is renewed.

LANDSCAPING

Please let me know if you have any questions on any of the above.

GIFTS

Andrew Campbell,
Manager, Landscape Department

EXPERT ADVICE

**CITY OF LINCOLN, LANCASTER COUNTY, CITY OF LINCOLN-LANCASTER
COUNTY PUBLIC BUILDING COMMISSION**

UNIT PRICE QUOTATION

This Document Is Required For All Unit Price Projects

Landscape Installation and Maintenance Services, Bid No. 16-290

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE:

FROM (CONTRACTOR): Campbell's Nurseries & Garden Centers

AWARD LEVEL: 2

PROJECT DESCRIPTION:

Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

EQUIPMENT AND MATERIAL COSTS

ITEM	Cost	% of Markup	Estimated Total
Total Rental Equipment Costs		10%	
Total Materials Cost		20%	
Total Shipping/Freight Cost			

LABOR COST TABLE - REGULAR HOURS

CONTRACTOR	Rate	No. Hours	Estimated Total
Landscape Assistant	\$47.15		
General Laborer	\$47.15		
Design Labor Services	\$76.88		
Additional Employee (Specify Employee Title)	\$47.15		

LANDSCAPE INSTALLATION

DESCRIPTION	Quantity	UOM	Unit Price	Estimated Total
Turf/Vegetation Removal-Manual Labor		Hourly	\$47.15	
Turf/Vegetation Removal-Chemical App. (excl. Chem)		Hourly	\$47.15	
Soil Removal		C.Y.	\$58.94	
Soil Replacement (excl. Cost of Material)		C.Y.	\$58.94	
Soil Enrichment		C.Y.	\$58.94	
Rototilling (8" minimum depth)		S.F.	\$0.62	
Perennial Installation (excl. Cost of Plant)				
Quart		Each	\$4.36	
(1) Gallon		Each	\$6.41	
(2) Gallon		Each	\$8.71	
Shrub Installation (excl. Cost of Shrub)				
(1) Gallon		Each	\$6.41	
(2) Gallon		Each	\$8.71	
(5) Gallon		Each	\$11.53	
Tree Installation (excl. Cost of Tree)				
Deciduous 1 1/2" cal.		Each	\$76.88	
Evergreen 4' tall		Each	\$76.88	
Watering (excl. Cost of Water) - Truck Needed		Hourly	\$89.69	
Watering (excl. Cost of Water) - On Site		Hourly	\$47.15	
Seeding (excl. Cost of Seed)		S.F.	\$0.15	
Plugging (excl. Cost of Plugs)		S.F.	\$0.31	
Sodding (excl. Cost of Sod)		S.F.	\$0.31	
Cutting Back Grasses/Perennials		Hourly	\$47.15	
Pruning Shrubs		Hourly	\$47.15	
Pruning Trees		Hourly	\$47.15	

Pre-Emergent (excl. Cost of Herbicide)		Hourly	\$49.71	
Fertilizer (excl. Cost of Fertilizer)		S.F.	\$0.15	
Post-Emergent (excl. Cost of Herbicide)		Hourly	\$49.71	
Pesticide (excl. Cost of Pesticide)		Hourly	\$53.81	
Weeding (manually)		Hourly	\$47.15	
Natural Edge/Trenching - Mechanical		L.F.	\$1.13	
Natural Edge/Trenching - By Hand		L.F.	\$1.79	
Standard Landscape Edging (Black)		L.F.	\$1.03	
Mulch Application/Spreading (excl. Cost of Mulch)		S.F.	\$0.46	
River Rock/Spreading		Ton	\$61.50	
Weed Barrier		S.F.	\$0.39	
Stump Grinding		Diameter	\$4.10	
Trash Removal from Landscape		Hourly	\$47.15	
Dividing and/or Transplanting Perennials/Grasses		Hourly	\$47.15	
Transplanting Shrubs		Hourly	\$47.15	
Anti-desiccant (excl. Cost of Anti-desiccant)		S.F.	\$0.26	
TOTAL ESTIMATED LANDSCAPE INSTALL COST				

MATERIAL COSTS

Top Soil		C.Y.	\$33.83	
Compost		C.Y.	\$21.53	
Pre-Emergent (Ornamental Herbicide)				
Liquid		Gal.	No Bid	
Granular		Lbs.	\$3.33	
Pre-Emergent (Turf)				
Liquid		Gal.	No Bid	
Granular		Lbs.	\$1.28	
Fertilizer (12% nitrogen, 4% phosphoric acid, 8% potash)				
Liquid		Gal.	No Bid	
Granular			\$1.28	
Plant Starter (Liquid Soln. w/ an analysis of 3-10-3)				
Liquid		Gal.	\$159.90	
Granular		Lbs.	No Bid	
Post-Emergent (Ornamental Herbicide)				
Liquid		Gal.	\$2.31	
Granular		Lbs.	No Bid	
Post-Emergent (Remove broadleaf weeds)				
Liquid		Gal.	\$30.75	
Granular		Lbs.	No Bid	
Post-Emergent (Turf)				
Liquid		Gal.	No Bid	
Granular		Lbs.	\$1.28	
Pesticide				
Insecticidal Soap		Gal.	\$6.15	
Contact or Equivalent		Gal.	\$6.15	
Miticide or Equivalent		Gal.	\$6.15	
Complete Kill				
Round-up or Equivalent		Gal.	\$4.10	
Mulch				
Cedar		C.Y.	\$48.69	
Cottonwood		C.Y.	No Bid	
Cypress		C.Y.	\$51.25	
Dyed		C.Y.	\$35.88	
Other - Hardwood		C.Y.	\$25.63	
TOTAL ESTIMATED MATERIAL COST				

SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% of Markup	Estimated Total
Sub No. 1		10%	
Sub No. 2		10%	
TOTAL ESTIMATED COST -- NOT TO EXCEED:			\$

FIRM: _____
BY: _____
ADDRESS: _____

APPROVED BY: _____
 Department Agency/Rep
PHONE NO: _____
DATE: _____

Change Order #: _____ Accepted: _____ Not Accepted : _____
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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, Sandy Priefert, 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: Sandy L. Priefert
 (First, Middle, Last)

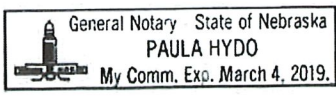
SIGNATURE: Sandy L. Priefert

TITLE: President

State of Nebraska)
 County of Lancaster) ss.

1st This affidavit was signed and sworn to before me, the undersigned Notary Public, on this day of February, 2019.

Paula Hydo
Notary Public



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, Sandy Priefert, do hereby certify that all equipment to be used on Landscape Installation & Maintenance Services, Bid No. 16-290, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

DATED this 1st day of February, 2019.

By: Sandy Priefert
Title: President

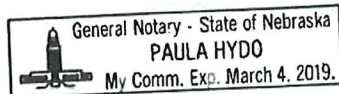
STATE OF NEBRASKA)
)ss.
COUNTY OF Lancaster)

On Feb 1st, 2019, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Sandy Priefert, 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.

Paula Hydo
Notary Public

(SEAL)



FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED ADDITIONAL PREMIUM AND FEE. INCLUDE THESE CHARGES IN YOUR CHANGE ORDERS. PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
 Campbell's Nurseries and Garden Center, Inc.
 5625 Pine Lake Road
 Lincoln, NE 68516

SURETY (Name, and Address of Principal Place of Business):
 Platte River Insurance Company
 1600 Aspen Commons
 Middleton, WI 53562

OWNER (Name and Address):
 City of Lincoln, Nebraska
 440 South 8th Street, Ste 200
 Lincoln, NE 68508

CONTRACT

Effective Date of Agreement: 3/2/2017
 Amount: Not to Exceed: Two Hundred Thousand and 00/100 Dollars (\$200,000.00)
 Description (Name and Location): Landscape Installation and Maintenance Services, Bid No. 16-290 - Term 3/1/2019-2/28/2021 -Lincoln, NE

BOND

Bond Number: 41402426
 Date (Not earlier than Effective Date of Agreement): 2/28/2019
 Amount: Twenty-Five Thousand and 00/100 dollars. (25,000.00)
 Modifications to this Bond Form: N/A

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Campbell's Nurseries and Garden Center, Inc. (Seal)
 Contractor's Name and Corporate Seal

Platte River Insurance Company (Seal)
 Surety's Name and Corporate Seal

By: Sandra Priefert
 Signature

By: [Signature]
 Signature (Attach Power of Attorney)

Sandra Priefert
 Print Name

Jeremy J. Crawford
 Print Name

President
 Title

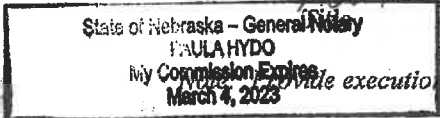
Attorney-In-Fact
 Title

Attest: Paula Hyde
 Signature

Attest: William Nemeec
 Signature

[Signature]
 Title

William J. Nemeec, Attorney-In-Fact
 Title



to be duly executed by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and

2.3 Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract; or
2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY -- *(Name, Address and Telephone)*

Surety Agency or Broker: CCI Surety, Inc. -1710 N. Douglas Dr., Suite 110, Golden Valley, MN 55422 (763) 543-6993

Owner's Representative *(Engineer or other party)*:

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED ADDITIONAL PREMIUM AND FEE. INCLUDE THESE CHARGES IN YOUR CHANGE ORDERS.

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
 Campbell's Nurseries and Garden Center, Inc.
 5625 Pine Lake Road
 Lincoln, NE 68516

SURETY (Name, and Address of Principal Place of Business):
 Platte River Insurance Company
 1600 Aspen Commons
 Middleton, WI 53562

OWNER (Name and Address):
 City of Lincoln, Nebraska
 440 South 8th Street, Ste 200
 Lincoln, NE 68508

CONTRACT

Effective Date of Agreement: 3/2/2017
 Amount: Not to Exceed: Two Hundred Thousand and 00/100 Dollars (\$200,000.00)
 Description (Name and Location): Landscape Installation and Maintenance Services, Bid No. 16-290 - Term 3/1/2019-2/28/2021 -Lincoln, NE

BOND

Bond Number: 41402426
 Date (Not earlier than Effective Date of Agreement): 2/28/2019
 Amount: Twenty-Five Thousand and 00/100 dollars. (\$25,000.00)
 Modifications to this Bond Form: N/A

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Campbell's Nurseries and Garden Center, Inc. (Seal)
 Contractor's Name and Corporate Seal

Platte River Insurance Company (Seal)
 Surety's Name and Corporate Seal

By: Sandra Priefert
 Signature

By: [Signature]
 Signature (Attach Power of Attorney)

Sandra Priefert
 Print Name

Jeremy J. Crawford
 Print Name

President
 Title

Attorney-In-Fact
 Title

Attest: Paula Hydo
 Signature

Attest: William J. Nemecek
 Signature

Notary
 Title

William J. Nemecek, Attorney-In-Fact
 Title

Note: State of Nebraska - General Notary
 PAULA HYDO
 My Commission Expires
 March 4, 2023

Additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (Name, Address, and Telephone)

Surety Agency or Broker: CCI Surety, Inc. -1710 N. Douglas Dr., Suite 110, Golden Valley, MN 55422 (763) 543-6993

Owner's Representative (*Engineer or other*):

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41402426

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

JEREMY J. CRAWFORD; WILLIAM J. NEMEC; MICHAEL D. WILLIAMS

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002:

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent
Assistant Secretary



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
CEO & President

STATE OF WISCONSIN } s.s.
COUNTY OF DANE

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } s.s.
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 28th day of February, 2019



Antonio Celii
General Counsel, Vice President & Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2018

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 McCashland Kirby Ins Agency 8231 Northwoods Dr, Ste A Lincoln, NE 68505 Austin Williams		402-466-2800		CONTACT NAME: Austin Williams PHONE (A/C, No, Ext): 402-466-2800 FAX (A/C, No): 402-466-3229 E-MAIL ADDRESS:	
INSURED Campbell's Nurseries & Garden 5625 Pine Lake Rd Lincoln, NE 68516-3612				INSURER(S) AFFORDING COVERAGE INSURER A: ALLIED INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
				NAIC # 19100	


COVERAGES CERTIFICATE NUMBER: 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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ACPLD03018393270	10/01/2018	10/01/2019	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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ACPBA3018393270	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	ACPCAA3018393270	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	ACPWCA3018393270	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The City of Lincoln/Lancaster County/Lincoln-Lancaster County Public Building Commission is listed as Additional Insured on the Commercial General Liability on a Primary, non-contributory basis including completed operations as required in a written contract.
 The City of Lincoln/Lancaster County/Lincoln-Lancaster County Public

CERTIFICATE HOLDER City of Lincoln/Lancaster County/Lincoln-Lancaster Co Public Building Commission 555 S. 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 
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NOTEPAD:

HOLDER CODE

CAMPB-1

PAGE 2

INSURED'S NAME **Campbell's Nurseries & Garden**

OP ID: HUKA

Date **11/19/2018**

Building Commission is listed as Additional Named Insured on the Commercial Automobile on a primary, non-contributory basis as required in a written contract.
Umbrella follows form.
A Waiver of Subrogation in favor of The City of Lincoln/Lancaster County/Lincoln-Lancaster County Public Building Commission is provided on the Commercial General Liability, Commercial Automobile and Workers Compensation coverage to the extent allowed by law, as required in a written contract.

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)
<p>THE CITY OF LINCOLN/LANCASTER COUNTY/PUBLIC BUILDING COMMISSION 555 SOUTH 10TH STREET, LINCOLN NE 68508</p>
Location and Description Of Completed Operations
<p>ANY AND ALL PROJECTS</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.

All terms and conditions apply unless modified by this endorsement.

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

**THE CITY OF LINCOLN/LANCASTER COUNTY/PUBLIC BUILDING COMMISS
555 S 10TH STREET
LINCOLN NE 68508**

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
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 04-84)

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