

AMENDMENT TO CONTRACT
Annual Services
Pest Control
Bid No. 16-031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Orkin LLC

This Amendment is hereby entered into by and between Orkin LLC, 1740 Adams Street, Lincoln, NE 68521 (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 April 4, 2016 executed under City Executive Order No. 89277, and County Contract C-16-0154, dated April 5, 2016, and executed by the City of Lincoln-Lancaster County Public Building Commission, on April 12, 2016, for Annual Services - Pest Control, Bid No. 16-031, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is April 12, 2016 through April 11, 2017, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Executive Order No. 90577, executed by the City on April 14, 2017, and by County Contract C-17-0269 executed by the County Board on April 11, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission on April 11, 2017, to renew the contract for an additional one (1) year term from April 12, 2017 through April 11, 2018; and

WHEREAS, the Contract was amended by City Executive Order No. 91676, executed by the City on March 28, 2018, and by County Contract C-18-0142 executed by the County Board on March 27, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission on March 30, 2018, to renew the contract for an additional one (1) year term from April 12, 2018 through April 11, 2019; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning April 12, 2019 through April 11, 2020; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$20,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$2,000.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$13,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 89277 and County Contract C-16-0154, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning April 12, 2019 through April 11, 2020.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$20,000.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$2,000.00 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 \$13,000.00 without approval by the Public Building Commission.

5) 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

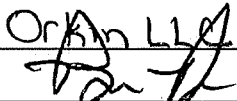
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Services
Pest Control
Bid No. 16-031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Orkin LLC

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

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

Company Name:	Orkin LLC
By: (Please Sign)	
By: (Please Print)	Brian Prokop
Title:	Branch Manager
Company Address:	1740 Adams St, Lincoln NE 68521
Company Phone & Fax:	402-817-7641 402-438-8253
E-Mail Address:	bprokop@orkin.com
Date:	3-7-19
Contact Person for Orders or Service	Brian Prokop
Contact Phone Number:	402-817-7641

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Annual Services
Pest Control
Bid No. 16-031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Orkin LLC**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Services
Pest Control
Bid No. 16-031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Orkin LLC**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

**City of Lincoln-Lancaster County Public Building Commission
Signature Page**

**AMENDMENT TO CONTRACT
Annual Services
Pest Control
Bid No. 16-031
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Orkin LLC**

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)
12/13/2018

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 Willis Insurance Services of Georgia, Inc. Five Concourse Corporate Center, 18th Floor Atlanta, GA 30328	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C No. Ext): 1-877-945-7378	FAX (A/C No.): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Old Republic Insurance Company		24147
INSURER B: ACE Property & Casualty Insurance Company		20699
INSURER C: New Hampshire Insurance Company		23841
INSURER D: National Union Fire Insurance Company of P		19445
INSURER E:		
INSURER F:		

INSURED Orkin, LLC Orkin Services of California, Inc. Orkin Pest Control / Orkin Commercial Services 2170 Piedmont Road Atlanta, GA 30324

COVERAGES CERTIFICATE NUMBER: W9362018 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	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		MWZY 312034-19	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	<input checked="" type="checkbox"/> Pesticide/Herbicide Coverage						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Pest Control Professional						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			MWTB 312033-19	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/>	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			XOO G27927683 004	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 50,000	<input type="checkbox"/> CLAIMS-MADE					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 046912728	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	Y				E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Excess Workers Comp		Y	WC5565579	01/01/2019	01/01/2020	E.L. Each Accident \$2,000,000
							E.L. Disease-EA Emp \$2,000,000
							E.L. Disease- Pol Lim \$2,000,000

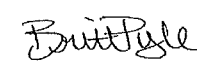
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Branch Number: 790

Division/Location: Orkin/Midwest/Lincoln, NE.

City of Lincoln, Lancaster County, Lancaster County

Public Building Commission are included as Additional Insureds as respects to General Liability, but solely in regards

CERTIFICATE HOLDER City of Lincoln, Lancaster County, Lancaster County Public Building Commission Attn: Brianne Crooks 555 S 14th St 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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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED Orkin, LLC Orkin Services of California, Inc. Orkin Pest Control / Orkin Commercial Services 2170 Piedmont Road Atlanta, GA 30324	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

to work being performed by or on behalf of the Named Insured.

Waiver of Subrogation applies in favor of Additional Insureds with respects to Workers Compensation where required by written contract and as permitted by law.

Rollins, Inc.
 Policy Term: 1/1/2019 to 1/1/2020
 Workers' Compensation and Employers Liability Policies

<u>Coverage</u>	<u>Policy Number</u>	<u>Carrier</u>	<u>WC Coverage</u>	<u>EL Limits</u>
Work Comp/EL	WC046912728	New Hampshire Ins. Co. - covers states of AL,AR,CO,CT,DE,HI,IA,ID,IN,KS,LA,MD,ME,MI,MN,MO,MS,MT,NE,NH,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WW	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	WC046912725	American Home Assurance Company - covers state of CA	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	WC046912726	New Hampshire Ins. Co. - covers states of MA and WI - This policy also provides Stop Gap coverage for WA, WY	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	WC046912727	New Hampshire Ins. Co. - covers state of AZ,IL,KY,NC,NJ,PA,UT,VA,VT	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Excess Work Comp/EL	XWC5565579	National Union Fire Insurance Company of Pittsburgh, PA and coverage applies to the qualified self insured states: GA & OH	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease
Excess Work Comp/EL	XWC5565580	National Union Fire Insurance Company of Pittsburgh, PA and coverage applies to the qualified self insured state of FL	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident/\$2,000,000 Each Employee Bodily Injury by Disease/\$2,000,000 Policy Limit Bodily Injury by Disease

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)	Location And Description Of Completed Operations
All where required by written contract	All where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All where required by written contract	All where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 01/01/2019 forms a part of Policy No. WC 046912728

Issued to Rollins, Inc.

By : New Hampshire Insurance Company

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

ANY PERSON OR ORGANIZATION FOR WHOM YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES TO YOU OBTAIN THIS AGREEMENT FROM US.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative