

**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**  
**Plunkett's Pest Control**

This Amendment is hereby entered into by and between Plunkett's Pest Control, 40 NE 52<sup>nd</sup> Way, Fridley, MN 55421 (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-16-0152, 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-17-0281 executed by the County Board on April 18, 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-18-0140 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 \$16,000.00 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 \$2,700.00 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-16-0152, 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 \$16,000.00 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 \$2,700.00 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

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 Renewal  
 Plunkett's Pest Control

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

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

Company Name:	Plunketts Pest Control
By: (Please Sign)	<i>Paul Gahan</i>
By: (Please Print)	Paul Gahan
Title:	Area Supervisor
Company Address:	40 NE 52nd Way, Fridley, MN 55421
Company Phone & Fax:	888-571-7100
E-Mail Address:	service@plunketts.net
Date:	3/7/19
Contact Person for Orders or Service	Bill Berg
Contact Phone Number:	402-466-7200

**City of Lincoln Signature Page**

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**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**

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Renewal  
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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 \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/6/2018

**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 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> TRUSS 9200 Ward Parkway Suite 500 Kansas City MO 64114	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> 816-708-4600 <b>FAX (A/C, No):</b> 816-708-4600 <b>E-MAIL ADDRESS:</b> Certificates@TrussAdvantage.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Plunkett's Pest Control, Inc. 40 N.E. 52nd Way Fridley MN 55421	PLUNK-1 <b>INSURER A:</b> Philadelphia Indemnity Co.	<b>NAIC #</b> 18058
	<b>INSURER B:</b> Accident Fund National Ins Co	<b>NAIC #</b> 12305
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                                      **CERTIFICATE NUMBER: 1181764649**                                      **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			Y		PHPK1760059	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC									
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			Y		PHPK1760059	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					PHUB668869	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N <input checked="" type="checkbox"/> N	N/A	1800008479	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)**  
City of Lincoln, Lancaster County, and Lincoln Lancaster County Public Building Commission are Additional Insured as respects the General and Auto Liability policies.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Lincoln, Lancaster County, Lincoln Lancaster County Public Building Commission 555 S 10th St STE 203 Lincoln NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

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

<p>Name of Person or Organization:</p> <p>City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission</p>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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.