AMENDMENT TO CONTRACT Annual Service Backflow Preventers (Excludes Fire BP's) Quote No. 5886 Lancaster County Additional Location Bob and Don's Plumbing

This Amendment is hereby entered into by and between Bob and Don's Plumbing, 4810 Adams Street, Lincoln, NE 68504 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Contract dated August 28, 2018, executed under County Contract No. C -18 - 0501, for Annual Service – Backflow Preventers (Excludes Fire BP's), Quote No. 5886, which is made a part hereof by this reference.

WHEREAS, the parties hereby amend the contract to add additional location at Lancaster County Corrections, 3801 West O Street, Lincoln, NE 68528, per Attachment A; and

WHEREAS, the expenditure for this service is \$2,300.00, for the remainder of the current term; and

WHEREAS, the revised contract total with the additional location is estimated to be \$11,500.00; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the County Contract No. C-18-0501 and stated herein the parties agree as follows:

- 1) The parties hereby amend the contract to add an additional location at Lancaster County Corrections, 3801 West O Street, Lincoln, NE 68528, per Attachment A.
- 2) The expenditure for this location is \$2,300.00, for the remainder of the current term.
- 3) The revised contract total with the additional location is estimated to be \$11,500.00.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in full 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 Lancaster County Signature Page

Bob and Don's of Lincoln Po Box 4322 Lincoln,NE, 68504

Estimate

Date	Estimate #
4/2/2019	154

Name / Address

Date:

Lancaster County Corrections Attn: Dave Scharf 3801 West O St. Lincoln, NE 68528

			Project		
Description	Qty	Rate	Total		
annual back flow test on 16 devices	16	45.00	720.00		
		,			
Acceptance of Proposal: The above prices, specifacations and condition are hereby accepted. You are authorized to do the work as specified. In full upon completion of work to Bob and Don's Plumbing of Lincoln,	Subtotal	\$720.00			
Print Name:		Sales Tax (7.0%	\$0.00		
Signature:	Total \$720.00				

Vendor Signature Page

AMENDMENT TO CONTRACT Annual Service Backflow Preventers (Excludes Fire BP's) Lancaster County Additional Location Bob and Don's Plumbing

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

Mail to: City/County Purchasing Attn: Sandy Rocke 440 So. 8th Street, Suite 200 Or email to: srocke@lincoln.ne.gov

Company Name:	Bob and Don's Plumbing of Lincoln Inc.
By: (Please Sign)	And the
By: (Please Print)	Jennifer Cropsey
Title:	President
Company Address:	PO Box 4322 Lincoln Ne 68504
Company Phone & Fax:	402.464.2999 402-805.4108
E-Mail Address:	bobanddons plumbing Ogmail.com
Date:	4-11-19
Contact Person for: Orders or Service	Jennifer Crapsex
Contact Phone Number:	402.464.2999

Lancaster County Signature Page

AMENDMENT TO CONTRACT Annual Service Backflow Preventers (Excludes Fire BP's) Lancaster County Additional Location Bob and Don's Plumbing

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

4				CATE OF LIAE					12/	18/2018
CE BE	IS CERTIFICATE IS ISSUED AS A MA RTIFICATE DOES NOT AFFIRMATIVE LOW. THIS CERTIFICATE OF INSUR PRESENTATIVE OR PRODUCER, AN	LY OF ANCE	R NEC DOE	SATIVELY AMEND, EXTER S NOT CONSTITUTE A CO TIFICATE HOLDER.	ONTRAC	T BETWEEN	THE ISSUIN	G INSURER(S), AUTHOR	RIZED	
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	UCER				NAME:	 Terri Watts 				
	s Insurance Group				PHONE (A/C. No.	Ext): (402) 26	1-3999	FAX (A/C, No):	(402) 8	58-0950
	S 58th St Ste E				PHONE (402) 261-3999 FAX (AUC, No): (402) 858-0950 E-MAIL E-MAIL Iterri@waltsinsurancegroup.com INSURER(S) AFFORDING COVERAGE NAIC #					NAIC #
Linco	bin			NE 68516	INSURER A: IMT WADENA 1425				14257	
INSUF					INSURER B ; IMT					
	Bob And Dons Plumbing Of Lin	coln in	c		INSUREF		···			
	PO Box 4322				INSUREF					
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	CLAIMS-MADE 🗡 OCCUR							PREMISES (Ea occurrence)	5 5.00	
						10111/0040	12/15/2019	MED EXP (Any one person)	s 1,00	
A		- Y		GLR6396		12/15/2018	12/10/2019	PERSONAL & ADV INJURY		0,000
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	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,0	
	OTHER:		ļ					AI Primary NC Incl CO	1	00,000
	AUTOMOBILE LIABILITY							(Ea accident)	\$ 1,0	
l	X ANY AUTO							BODILY INJURY (Per person)		
В	OWNED SCHEDULED AUTOS	Y		CVR6396		12/15/2018	12/15/2019	BODILY INJURY (Per accident)	\$	
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в	AND EMPLOYERS' LIABILITY Y // ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		Y	WCR6396		12/15/2018	12/15/2019	E.L. EACH ACCIDENT),000
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	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 501	0,000
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DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHI	LES (A	CORD	1 101, Additional Remarks Schedul	e, may be	attached if more :	space is required)	í	
	e City of Lincoln, Lancaster County, and Li									
ger	neral liability and auto liability as per the at	ached	forms	•	•			·		
Wa	aiver of Subrogation applies to the worker's	compe	ensatio	on.						
	RTIFICATE HOLDER			······································	CAN	CELLATION				
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City of Lincoln/Lancaster County Lincoln-Lancaster County Public			ancaster County Public	ACCORDANCE WITH THE POLICY PROVISIONS.						
	555 S 10th Street				AUTH	ORIZED REPRES	ENTATIVE			·········
					1			the Killians		
L	Lincoln			NE 68508						
<u> </u>							© 1988-201	5 ACORD CORPORATIO	N. Alli	rights reserved

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Policy Number GLR6396

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY & NONCONTRIBUTORY, INCLUDING COMPLETED OPERATIONS AND WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission 555 S 10th Street Lincoln NE 68508

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by this Endorsement.

- A. SECTION II WHO IS AN INSURED is amended to include as an additional insured the person or organization shown in the Schedule, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your acts or omissions or the acts or omissions of those:
 - 1. Acting on your behalf in connection with premises you own, rent, lease or occupy; or
 - 2. Arising out of "your work" performed for that insured and included in the "products-completed operations hazard" as specified in the written contract, agreement or permit.

However,

 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
- 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.

C. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- 1. The additional insured is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- D. Condition 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Commercial General Liability Conditions is amended to include the following:

This condition does not apply to any person or organization to which you waived this condition by written contract or agreement, but only to the extent that subrogation is waived prior to the "bodily injury" or "property damage" under the contract with that person or organization.

F. 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED FOR COVERED AUTOS LIABILITY COVERAGE DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Named Insured: Bob and Don's Plumbing Endorsement Effective Date: 12-15-2018

SCHEDULE

Name of Person(s) or Organization(s):

City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission 555 S 10th Street Lincoln NE 68508

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to the Who is An insured provision under Covered Autos Liability Coverage:

Any person or organization shown above in the Schedule is an "insured", but only with respect to liability for "bodily injury" or "property damage" caused by an "accident" that is, in whole or in part, caused by your acts or omissions or the acts or omissions of those acting on your behalf and resulting from the ownership, maintenance or use of a covered "auto".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

EFFECTIVE DATE: 12/15/2018

POLICY NUMBER: WCR6396

INSURED: BOB AND DONS PLUMBING OF

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

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

QSI'S CUSTOMER, QSI, QSI'S OFFICERS, OFFICIALS, EMPLOYEES, VOLUNTEERS, PROPERTY OWNER, LANDLORD AND PROPERTY MANAGER ARE PRIMARY, NON CONTRIBUTORY ADDITIONAL INSUREDS INCLUDING, COMPLETED OPERATIONS AS RESPECTS GENERAL LIABILITY AND AS ADDITIONAL INSUREDS AS RESPECTS AUTOMOBILE LIABILITY. QSI'S CUSTOMER, QSI QSI'S OFFICERS, OFFICIALS, EMPLOYEES, VOLUNTEERS, PROPERTY OWNER LANDLORD AND AUTOMOBILE, LIABILITY AND WORKERS' COMPENSATION.