

AMENDMENT TO CONTRACT
Annual Service
Weed Control and Fertilization Services, County Corrections
Quote No. 5866
Lancaster County
Renewal with Additional Services
TruGreen L.P. (TruGreen)

This Amendment is hereby entered into by and between TruGreen L.P. (TruGreen), 4141 N 27th Street, Lincoln, NE 68521 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Contract dated June 5, 2018, under County Contract No. C-18-0260, for Annual Service – Weed Control and Fertilization Services, County Corrections, Quote No. 5866, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is June 5, 2018 through June 4, 2019, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning June 5, 2019 through June 4, 2020; and

WHEREAS, the parties hereby amend the contract to add additional insect, disease, and weed control services at Lancaster County - Corrections, 3801 West O Street, per Attachment A; and

WHEREAS, the expenditures for Lancaster County - Corrections for the term of this renewal shall not exceed \$7,550.00 without approval by the Lancaster County Board of Commissioners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the County Contract No. C-18-0260 and stated herein the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning June 5, 2019 through June 4, 2020.
- 2) The parties hereby amend the contract to add additional insect, disease, and weed control services at Lancaster County - Corrections, 3801 West O Street, per Attachment A.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$7,550.00 without approval by the Lancaster County Board of Commissioners.
- 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:

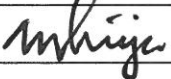
Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

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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:	TruGreen Limited Partnership
By: (Please Sign)	
By: (Please Print)	Michael Winje 
Title:	General Manager
Company Address:	4141 N 27 th St., Lincoln, NE 68521
Company Phone & Fax:	P: 402/477.0303, Ext. 2; F: 402/477.5346
E-Mail Address:	MichaelWinje@trugreenmail.com
Date:	4/24/19
Contact Person for: Orders or Service	Adam Perry
Contact Phone Number:	O: 402/477.0303, Ext. 2

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Service
Weed Control and Fertilization Services, County Corrections
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Lancaster County
Renewal with Additional Services
TruGreen L.P. (TruGreen)**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



ADDITIONAL REMARKS SCHEDULE

Page ___ of ___

AGENCY Arthur J. Gallagher & co.	NAMED INSURED TruGreen Limited Partnership
POLICY NUMBER see certificate	
CARRIER see certificate	NAIC CODE
	EFFECTIVE DATE: 01/01/2018

ADDITIONAL REMARKS

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

Additional Description of Operations / Locations / Vehicles

Additional Information

*The Named Insured Includes (but is not limited to):

TruGreen Holding corporation

TruGreen, Inc.

TruGreen companies LLC

TruGreen Limited Partnership

EG Systems, LLC

d/b/a Scotts Lawn Service

d/b/a Action Pest Control

d/b/a Ortho Pest Control

Outdoor Home Services, Inc.

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
ANY PERSON OR ORGANIZATION CONTRACTUALLY REQUIRING STATUS AS AN ADDITIONAL INSURED FOR ONGOING OPERATIONS YOU PERFORM FOR THEM.	
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
<p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>	<p>PER THE CONTRACT OR AGREEMENT</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", "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.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2018 forms a part of

policy No. GL 461-14-44 issued to TRUGREEN LIMITED PARTNERSHIP

by COMMERCE AND INDUSTRY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT
(Primary Coverage)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:
AS REQUIRED BY WRITTEN CONTRACT ✓

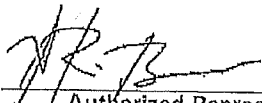
SECTION II - WHO IS AN INSURED, 1., is amended to add:

Any person or organization shown in the schedule above you become obligated to include as an additional insured under this policy as a result of any contract or agreement you enter into which requires you to furnish insurance of the type provided by this policy for that person or organization, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

For the purposes of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance a. Primary Insurance**, any other insurance available to any Additional Insured shown in the schedule above will not be deemed primary.

All other terms and conditions remain the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2018 forms a part of

policy No. GL 461-14-44 issued to TRUGREEN LIMITED PARTNERSHIP

by COMMERCE AND INDUSTRY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY COVERAGE FOR SPECIFIED PERSONS OR
ORGANIZATIONS NAMED AS ADDITIONAL INSURED -
ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

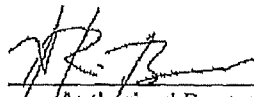
The following paragraph is added to SECTION II - WHO IS AN INSURED and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to the performance of your ongoing operations for the additional insureds:

AS REQUIRED BY WRITTEN CONTRACT

This insurance is primary over any similar insurance available to any individual or entity we have added to this policy as an additional insured. However, this insurance is primary over the other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

All other terms and conditions of the policy are the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2018 forms a part of

Policy No. CA 709-33-92 issued to TRUGREEN LIMITED PARTNERSHIP

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS. BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF USE OF A COVERED "AUTO".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2018, forms a part of

policy No. CA 709-33-94 Issued to TRUGREEN LIMITED PARTNERSHIP

by National Union Fire Insurance Company of Pittsburgh, Pa.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

- I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. -Who Is Insured,** is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - 1. The coverage and/or limits of this policy, or
 - 2. The coverage and/or limits required by said contract or agreement.

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 01/01/2018 forms a part of Policy No. WC 013-77-8989

Issued to TRUGREEN LIMITED PARTNERSHIP

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

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

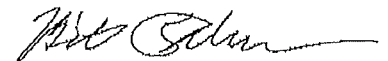
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah. 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

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 01/01/2018 forms a part of Policy No. WC 013-77-8995

Issued to TRUGREEN LIMITED PARTNERSHIP

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 WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah. 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2018

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 Arthur J. Gallagher Risk Management Services, Inc. 8 Cadillac Drive, Suite 200 Brentwood TN 37027	CONTACT NAME: JoAnn Warpool	
	PHONE (A/C, No, Ext): 615-661-7500	FAX (A/C, No): 615-377-5153
E-MAIL ADDRESS: JoAnn_Warpool@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Allianz Underwriters Insurance Company		36420
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED TRUGHOL-01
 TruGreen Limited Partnership
 1790 Kirby Parkway
 Forum II Tower
 Memphis TN 38138

COVERAGES

CERTIFICATE NUMBER: 589891242

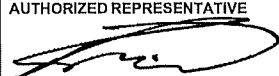
REVISION NUMBER:

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Poll.		Y	U5L00060319	1/1/2019	1/1/2020	Each Incident \$5,000,000 Policy Aggregate \$5,000,000 Deductible: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Waiver of Subrogation applies per policy form and additional insured per their manuscript endorsement.

CERTIFICATE HOLDER**CANCELLATION**

Lancaster County 555 So. 10th Street 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 
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