

AMENDMENT TO CONTRACT
Unit Price – Carpet Cleaning
Bid No. 16-140
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
CleanMax

This Amendment is hereby entered into by and between CleanMax, 1438 S. 1st Street, Suite 4, Lincoln, NE 68502 (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 August 8, 2016 executed under City Directorial Order No. 15504, and County Contract C-16-0405, dated August 2, 2016, and executed by the City of Lincoln-Lancaster County Public Building Commission, on August 9, 2016, for Unit Price – Carpet Cleaning, Bid No. 16-140, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is August 9, 2016 through August 8, 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 Directorial Order No. 90939, executed by the City on August 3, 2017, and by County Contract C-17-0628 executed by the County Board on August 8, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission on August 8, 2017, to renew the contract for an additional one (1) year term from August 9, 2017 through August 8, 2018; and

WHEREAS, the Contract was amended by City Directorial Order No. 19788, executed by the City on July 26, 2018, and by County Contract C-18-0441 executed by the County Board on July 31, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission on July 10, 2018, to renew the contract for an additional one (1) year term from August 9, 2018 through August 8, 2019; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning August 9, 2019 through August 8, 2020; and

WHEREAS, “Contracted Vendors” shall mean all vendors who contract or who have contracted with the City pursuant to Bid No. 16-140 for Unit Price – Carpet Cleaning; and

WHEREAS, “Contracts” shall mean the collective contracts entered into between the City and the Contracted Vendors pursuant to Bid No. 16-140 for Unit Price – Carpet Cleaning, including all amendments thereto; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$25,000.00 for Contracts without approval by the City of Lincoln.

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$10,000.00 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 \$10,000.00 for Contracts without approval of the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 15504 and County Contract C-16-0405, 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 August 9, 2019 through August 8, 2020.
- 2) “Contracted Vendors” shall mean all vendors who contract or who have contracted with the City pursuant to Bid No. 16-140 for Unit Price – Carpet Cleaning.
- 3) “Contracts” shall mean the collective contracts entered into between the City and the Contracted Vendors pursuant to Bid No. 16-140 for Unit Price – Carpet Cleaning, including all amendments thereto.
- 4) The expenditures for the City of Lincoln term of this renewal shall not exceed \$25,000.00 for Contracts without approval by the City of Lincoln.
- 6) The expenditures for Lancaster County for the term of this renewal shall not exceed \$10,000.00 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 \$10,000.00 for Contracts without approval by the Public Building Commission.
- 8) 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

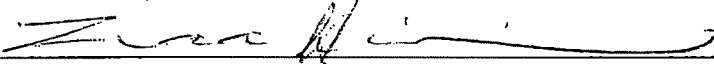
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Vendor Signature Page

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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 St., Ste. 200
Lincoln, NE 68508
Or email to: srocke@lincoln.ne.gov

Company Name:	lincoln Janitorial Service inc. dba e.leanmax
By: (Please Sign)	
By: (Please Print)	Zia Hossaini
Title:	Pres.
Company Address:	1438 S. 1 st Street #4 Lincoln NE 68505
Company Phone & Fax:	402-475-8000 Fax: 402-475-8001
E-Mail Address:	cleanmax@windstream.net
Date:	7-22-19
Contact Person for Orders or Service	Zia Hossaini
Contact Phone Number:	402-475-8000

Revised 6/24/2015

Received Time Jul. 22. 2019 3:05PM No. 0722

City of Lincoln Signature Page

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CleanMax**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

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City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
CleanMax**

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
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City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
CleanMax**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

ACORD™

Client#: 33545

CLEAN21

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/22/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: INSPRO Insurance, P.O. Box 6847, Lincoln, NE 68506, 402 483-4500. CONTACT NAME: Becky Kempston, PHONE: 402-484-4876, FAX: 402-483-7977, E-MAIL ADDRESS: rkempston@insproins.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Acuity, NAIC #: 14184. INSURED: Lincoln Janitorial Service, Inc. dba CleanMax, 6211 O St, Lincoln, NE 68510.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Lincoln, Lancaster County, & Lincoln-Lancaster County Public Building Commission are listed as additional insureds.

CERTIFICATE HOLDER: City of Lincoln, Lancaster Co., & Lincoln-Lancaster Co. Public Building Commission 555 South 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: [Signature]

ADDITIONAL INSURED - COMPLETED OPERATIONS - PRIMARY AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS)

CB-7242(5-13)

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:
 - a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy for completed operations; and
 - b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person(s) or organization(s) is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

2. The insurance does not apply to:
 - a. *Bodily injury* or *property damage* which occurs prior to execution of the contract or agreement described in item 1; or
 - b. *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or
 - c. *Bodily injury* or *property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
3. The insurance provided by this endorsement is primary and noncontributory.

Policy Number: X23951

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN
WRITTEN AGREEMENT WITH YOU - PRIMARY**

CA-7214(10-98)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

1. Who Is an Insured under Section II - Liability Coverage is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such persons or organizations are additional insureds only with respect to liability arising

out of operations performed for the additional insured by you.

2. The coverage provided by this endorsement will be primary and noncontributory with respect to any other coverage available to the additional insured.

3. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this Coverage Form, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

Policy Number: X23951

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WC 00 03 13(4-84)

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