AMENDMENT TO CONTRACT
Annual Service
Fire Extinguisher Inspection, Testing, and Maintenance
Bid No. 19-120
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
General Fire & Safety Equipment Company, Inc.

This Amendment is hereby entered into by and between General Fire & Safety Equipment Company, Inc., 2431 Fairfield 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 May 13, 2019 executed under City Directorial Order No. 21494, and County Contract C-19-0352, dated May 7, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission, on May 14, 2019 , for Annual Service – Fire Extinguisher Inspection, Testing, and Maintenance, Bid No. 19-120, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is May 13, 2019 through May 12, 2020, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning May 13, 2020 through May 12, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $18,500.00 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 $1,500.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 21494 and County Contract C-19-0352, 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 May 13, 2020 through May 12, 2021.
2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $18,500.00 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 $1,500.00 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 Service
Fire Extinguisher Inspection, Testing, and Maintenance
Bid No. 19-120
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
General Fire & Safety Equipment Company, Inc.

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:	General Fire and Safety Equipment CO.
By: (Please Sign)	
By: (Please Print)	R.J. Lipert
Title:	President
Company Address:	2431 Fairfield St
Company Phone & Fax:	402-476-4646 + 402-476-5268
E-Mail Address:	RJ@generalfiresafety.com
Date:	4-13-2020
Contact Person for Orders or Service	DAN HAAG Dan.Haag@generalfiresafety.com
Contact Phone Number:	402-476-4646

City of Lincoln Signature Page

CONTRACT
Annual Service
Fire Extinguisher Inspection, Testing, and Maintenance
Bid No. 19-120
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
General Fire & Safety Equipment Company, Inc.

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

AMENDMENT TO CONTRACT
Annual Service
Fire Extinguisher Inspection, Testing, and Maintenance
Bid No. 19-120
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
General Fire & Safety Equipment Company, Inc.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Annual Service
Fire Extinguisher Inspection, Testing, and Maintenance
Bid No. 19-120
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
General Fire & Safety Equipment Company, Inc.

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

Client#: 34163 GENER8

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/10/2020

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: Laura Paulsen
PHONE (A/C, No, Ext): 402.483.4500 FAX (A/C, No): 402.483.7977
E-MAIL ADDRESS: lpaulsen@insproins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Employers Mutual Insurance	21415
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
General Fire & Safety Equipment of
Lincoln, Inc.
2431 Fairfield St, Ste A
Lincoln, NE 68521

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		2D17372	12/17/2019	12/17/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		2E17372	12/17/2019	12/17/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			2N17372	12/17/2019	12/17/2020	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	5H40608	12/17/2019	12/17/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission are listed as additional insured with respect to General Liability and Auto Liability. Waiver of Subrogation in favor of City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission applies where permissible by law.

CERTIFICATE HOLDER

City Of Lincoln
Lancaster County
Lincoln-Lancaster Country Public
Building Commission
555 S 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

Tamara D. Gibbs

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission
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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. 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.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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.

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Policy # 2E17372

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the **Who Is An Insured** provision of the coverage form. This endorsement does not alter coverage provided in the coverage form.

SCHEDULE

Name of Person(s) or Organization(s)
City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision under the Covered Autos Liability Coverage form and;

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that "insured".

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 anyone not named in the Schedule.

Schedule

City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

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