

**AMENDMENT TO CONTRACT**  
**Roof Top HVAC Unit Replacement - County Extension**  
**Bid No. 19-197**  
**Lancaster County**  
**Change Order No. 1**  
**MMC Contractors**

This Amendment is hereby entered into by and between MMC Contractors, 9751 S. 142nd Street, Omaha, NE 68138 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Contract dated August 13, 2019, executed under County Contract No. C-19-0627, for Roof Top HVAC Unit Replacement - County Extension, Bid No. 19-197, which is made a part hereof by this reference.

WHEREAS, the parties hereby amend the contract to add additional services, per Attachment A;  
and

WHEREAS, the parties hereby extend the final completion thirty (30) days from November 23, 2019 to December 22, 2019.

WHEREAS, the expenditure for these services shall not exceed \$4,169.00; and

WHEREAS, the revised contract total with the additional services shall not exceed \$179,169.00;  
and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the County Contract No. C-19-0627 and stated herein the parties agree as follows:

- 1) The parties hereby amend the contract to add additional services, per Attachment A.
- 2) The parties hereby extend the final completion thirty (30) days from November 23, 2019 to December 22, 2019.
- 3) The expenditure for these services shall not exceed \$4,169.00.
- 4) The revised contract total with the additional services shall not exceed \$179,169.00.
- 5) 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

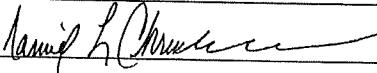
## Vendor Signature Page

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**AMENDMENT TO CONTRACT**  
**Roof Top HVAC Unit Replacement - County Extension**  
**Bid No. 19-197**  
**Lancaster County**  
**Change Order No. 1**  
**MMC Contractors**

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

Mail to: City/County Purchasing  
Attn: Brianne Crooks  
440 So. 8<sup>th</sup> Street, Suite 200  
Or email to: [bcrooks@lincoln.ne.gov](mailto:bcrooks@lincoln.ne.gov)

<b>Company Name:</b>	MMC Mechanical Contractors, Inc.
<b>By: (Please Sign)</b>	
<b>By: (Please Print)</b>	Daniel L Christensen
<b>Title:</b>	Vice President
<b>Company Address:</b>	9751 S. 142nd Street, Omaha, NE 68138
<b>Company Phone &amp; Fax:</b>	402-861-0681/ 402-861-0682
<b>E-Mail Address:</b>	anielsen@mmccontractors.com
<b>Date:</b>	11/20/2019
<b>Contact Person for: Orders or Service</b>	Adam Nielsen
<b>Contact Phone Number:</b>	402-215-2202

**Lancaster County Signature Page**

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**AMENDMENT TO CONTRACT  
Roof Top HVAC Unit Replacement - County Extension  
Bid No. 19-197  
Lancaster County  
Change Order No. 1  
MMC Contractors**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_





DATE ISSUED

ETI ESI #

TO

PROJECT

ETI PROJECT #

ESI BY

CC

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the contract document without change in the contract sum or contract time. Proceeding with the work in accordance with these instructions indicates your acknowledgment that there will be no change in the contract sum or contract time.

- Per Fire Marshal's directive, provide a new duct smoke detector, in-lieu of reusing the existing, in the supply side air duct for each roof-top unit. Duct smoke detector shall be compatible with the existing fire alarm system. Connect duct smoke detector to fire alarm system. Coordinate requirement with NECCO.



Commonwealth Electric Company of the Midwest  
 5321 North 70<sup>th</sup> Street  
 Lincoln, NE 68507  
 Phone: (402) 474-1341

## PROPOSAL

Nick Push  
 MMC

Date: 10/22/19

Job Name: RTU Replacement - ESI #1

Job Location: Lancaster County Extension

We hereby submit specifications and estimates for:

To supply labor and material to perform electrical work as per documents provided.

- Connect duct detectors supplied with units to existing fire alarm panel.
- Electronic Contracting subcontract to supply programming and inspection is included in this proposal. See attached ECCO scope.

*We Propose* hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Three Thousand Seven Hundred Ninety and 00/100

Dollars \$3,790.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any Alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Signature: Matt Briggs  
 General Service Manager

This proposal may be withdrawn by us if not accepted within **30** days.

*Acceptance of Proposal* – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance

# PROPOSAL



Electronic Contracting Company  
6501 North 70<sup>th</sup> Street  
Lincoln, NE 68507  
Ph: (402) 466-8274 Fax: (402) 466-0819

Proposal #102419-03

<b>Proposal Submitted To:</b>	<b>Phone:</b>	<b>Date:</b>
Commonwealth Electric Company	402-473-2205	October 24, 2019
<b>Street:</b>	<b>City, State, Zip Code:</b>	
5121 North 70 <sup>th</sup> Street	Lincoln, NE 68507	
<b>Project:</b>		<b>ATTN:</b>
Lancaster County Extension Office – Duct Smoke Detector Supervision		Matt Briggs

**Electronic Contracting Company Respectfully Submits The Following Proposal:**

- Draft system changes and pull a fire alarm permit for two duct detectors installed and wired by others.
- Make final connection at existing fire alarm panel.
- Test new devices with you and the AHJ.

Payment to be made as follows: Net 30 Days.  
All applicable taxes and rush shipping will be added to quoted price.  
NOTE: This proposal may be withdrawn if not accepted in 90 Days.

Nick Flury

Authorized Signature

**Submitted By: Nick Flury**

Acceptance of Proposal: The above prices and conditions are hereby accepted. You are authorized to do the work as specified.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

3/1/2020

DATE (MM/DD/YYYY)

8/7/2019

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

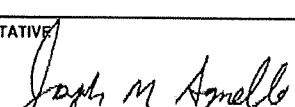
<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1066934 MMC MECHANICAL CONTRACTORS, INC. 9751 S. 142ND STREET OMAHA NE 68138	<b>INSURER A:</b> Old Republic General Ins Corporation NAIC # 24139	
	<b>INSURER B:</b> Houston Casualty Company 42374	
	<b>INSURER C:</b> Travelers Property Casualty Co of America 25674	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 16240426                      **REVISION NUMBER:** XXXXXXXX

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>CONTRACTUAL</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	A7DGO9221804	3/1/2019	3/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	Y	N	A7CA09221804	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	H19XC50421-04	3/1/2019	3/1/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$ XXXXXXXX
A A A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	A7DW09221804 (AOS) A7CW09221804 (WI ONLY) EXCLUDES PR, US VI STOP GAP ONLY: ND,OH,WA,WY	3/1/2019 3/1/2019	3/1/2020 3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	<b>BLANKET BUILDERS RISK / INSTALLATION FLOATER</b>	N	N	QT6600H524724TIL19	3/1/2019	3/1/2020	SPECIAL FORM, REPLACEMENT COST, VARIOUS DEDUCTIBLES	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: PROJECT: 19-197; LANCASTER COUNTY ROOF TOP HVAC UNIT REPLACEMENT; ADDRESS: 444 CHERRY RD, LINCOLN, NE 68528; LANCASTER COUNTY IS ADDITIONAL INSURED ON GENERAL AND AUTO LIABILITY COVERAGE, ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON WC COVERAGE, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. \*\*SBE ATTACHMENT

<b>CERTIFICATE HOLDER</b> 16240426 LANCASTER COUNTY 555 SO. 10TH STREET LINCOLN NE 68508	<b>CANCELLATION</b> See Attachments 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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BUILDERS RISK: CONTRACT AMOUNT \$175,000; FLOOD DEDUCT- NO COVERAGE, EARTHQUAKE- \$25,000, AOP- \$5,000.

POLICY NUMBER: A7DG09221804

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

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):**

ANY PERSONS OR ORGANIZATIONS TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

**Location(s) Of Covered Operations:**

VARIOUS AS REQUIRED PER WRITTEN CONTRACT.

(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", "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.

**CG 20 10 04 13**

**POLICY NUMBER: A7DG09221804**

**COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**

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**

**SCHEDULE**

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

ANY PERSONS OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Location And Description of Completed Operations:

VARIOUS AS REQUIRED BY WRITTEN CONTRACT.

(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.

**CG 20 37 04 13**

**Policy Number: A7CA09221804**

**OLD REPUBLIC GENERAL INSURANCE CORPORATION**

**ADDITIONAL INSURED-PRIMARY AND NON-CONTRIBUTORY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**BUSINESS AUTO 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.

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

**SCHEDULE**

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

WHERE REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule 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 contained in Section II of the Coverage Form.

If the person or organization shown in the schedule qualifies as an 'insured' for Liability Coverage, and they have coverage as a first named insured under another policy, this policy is primary to and non-contributory with that other insurance.

All other terms, conditions, and exclusions apply.

**CA EN GN 0044 02 12**

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

**WC 00 03 13**  
(Ed. 4-84)

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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**

**WHERE REQUIRED BY WRITTEN AGREEMENT SIGNED PRIOR TO LOSS.**

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

Effective Policy # A7DW09221804 (AOS); A7CW09221804 (WI ONLY)

Insured: MMC Corp.

Insurance Company: Old Republic General Insurance Corporation