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
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. 8th Street, Suite 200
Or email to: bcrooks@lincoln.ne.gov

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

________________________________________
Deputy Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

dated _________________________________
## Change Proposal Request

**Project Name:** Lancaster County Extension Office

**MMC Proposal No:** 1

**Change Proposal Request No:**

**Description of Change:** Add for wiring on ESI #1

### MMC-NE's Costs:

<table>
<thead>
<tr>
<th>ACTIVITY DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT EQUIP.</th>
<th>EQUIP. COST</th>
<th>UNIT MATERIALS</th>
<th>MATERIAL COST</th>
<th>UNIT LABOR</th>
<th>LABOR COST</th>
<th>TOTALS</th>
</tr>
</thead>
</table>

- [Table content]

**Miscellaneous:**

- Burden 28.39% of Labor: $0.00
- Small Tool: 3.50% of Labor: $0.00
- Expendable: 3.00% of Labor: $0.00
- Sales Tax: 7.00% of Material: $0.00

**Miscellaneous Subtotal:** $0.00

**MMC Total:** $0.00

### Subcontracts:

1. Commonwealth: $3,790.00
2. $0.00
3. $0.00
4. $0.00
5. $0.00

**Subcontract Total:** $3,790.00

### Mark-ups:

- Cost of Work Subtotal: $3,790.00
- 10% O & P on MMC’s Work: $0.00
- 10% O & P on Subcontract Work: $379.00

**Subtotal:** $4,169.00

- 0.00% Bond: $0.00
- 1.00% Insurance: $42.00

**Total:** $4,211.00
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.

1. Per Fire Marshall’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.
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.

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

Proposal Submitted To: Phone: Date:
Commonwealth Electric Company 402-473-2205 October 24, 2019
Street: City, State, Zip Code:
5121 North 70th Street Lincoln, NE 68507

Project: ATTN:
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

**Certificate Number:** 16240426  
**Revision Number:** XXXXXX  
**Date (MM/DD/YYYY):** 3/1/2020  
**Expiration Date (MM/DD/YYYY):** 3/1/2020

### Insured

**Certificate Holder:** LANCaster COUNTY  
555 SO. 10TH STREET  
LINCOLN NE 68508

### Coverages

<table>
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<tr>
<th>INSR.</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF. (MM/DD/YYYY)</th>
<th>POLICY EXP. (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>170D09221804</td>
<td>3/1/2019</td>
<td>3/1/2020</td>
<td>EACH OCCURRENCE</td>
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<td>DAMAGE TO RENTED PREMISES (EA occurrence)</td>
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<td>MED EXP (Any one person)</td>
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<td>PERSONAL &amp; ADV INJURY</td>
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<td>GENERAL AGGREGATE</td>
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<td>PRODUCTS - COMMP/AGG</td>
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<td>B</td>
<td>UMBRELLA LIABILITY</td>
<td>H19X50421-04</td>
<td>3/1/2019</td>
<td>3/1/2020</td>
<td>EACH OCCURRENCE</td>
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<td>EXCESS LIABILITY</td>
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<td>AGGREGATE</td>
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<td>A</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
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<td>3/1/2019</td>
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<td>A7CD09221804 (WSI)</td>
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<td>3/1/2020</td>
<td>E.L. EACH ACCIDENT</td>
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<td>E.L. SECTION - EA EMPLOYEE</td>
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<td>E.L. EXCLUSION - EA</td>
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<td>C</td>
<td>BLANKET BUILDERS RISK / INSTALLATION FLOATER</td>
<td>QT6600H524724T19</td>
<td>3/1/2019</td>
<td>3/1/2020</td>
<td>SPECIAL FORM, REPLACEMENT COST, VARIOUS DEDUCTIBLES</td>
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### Other Details

- **Producer:** Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City MO 64112-1906  
(816) 960-9000

- **Contact:** NAME:  
PHONE:  
EMAIL:  
FAX:  
ADDRESS:

- **Insurer(s) Affording Coverage:**
  - INSURER A: Old Republic General Ins Corporation  
    Address: 444 W, 47th Street, Suite 900, LINCOLN, NE 68508  
    NAIC #: 24139
  - INSURER B: Houston Casualty Company  
    Address: 555 S. 10TH STREET, LANCASTER COUNTY, NE 68513  
    NAIC #: 25674
  - INSURER C: Travelers Property Casualty Co of America  
    Address: 975 IS. 142ND STREET, KANSAS CITY MO 64112-1906  
    NAIC #: 42374

### Description of Operations/Locations/Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**BE:** 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. **SEE ATTACHMENT**

### Certificate Holder

- **Certificate Number:** 16240426
- **Address:** LANCaster COUNTY  
555 SO. 10TH STREET  
LINCOLN NE 68508

### Cancellation

- **See Attachments**

### Authorizations

- **Contact:** NAME: **SIGNATURE**

© 1988^015 ACORD CORPORATION. All rights reserved.
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 repair) 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
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