

AMENDMENT TO CONTRACT
Annual Supply
Household Miscellaneous Batteries
Quote No. 4832
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Graybar Electric

This Amendment is hereby entered into by and between Graybar Electric, 3300 North 35th Street, Lincoln, NE 68504 (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 27, 2014 executed under City Directorial Order No. 11667, and County Contract C-14-0412, dated August 19, 2014, and executed by the City of Lincoln-Lancaster County Public Building Commission, on September 9, 2014, for Annual Supply - Household Miscellaneous Batteries, Quote No. 4832, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is September 9, 2014 through September 8, 2015, 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. 13828, executed by the City on September 24, 2015, and by County Contract C-15-0513 executed by the County Board on September 22, 2015, and executed by the City of Lincoln-Lancaster County Public Building Commission on September 8, 2015, to renew the contract for an additional one (1) year term from September 9, 2015 through September 8, 2016; and

WHEREAS, the Contract was amended by City Directorial Order No. 15542, executed by the City on August 12, 2016, and by County Contract C-16-0459 executed by the County Board on August 16, 2016, and executed by the City of Lincoln-Lancaster County Public Building Commission on August 9, 2016, to renew the contract for an additional one (1) year term from September 9, 2016 through September 8, 2017; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning September 9, 2017 through September 8, 2018; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$11,300.00 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 \$550.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City D.O. 11667 and County Contract C-14-0412, 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 September 9, 2017 through September 8, 2018.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$11,300.00 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 \$550.00 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

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

Mail to: City/County Purchasing
 Attn: Brianne Crooks
 440 So. 8th St., Ste. 200
 Lincoln, NE 68508
 Or email to: BCrooks@lincoln.ne.gov

Company Name:	Graybar Electric
By: (Please Sign)	<i>[Signature]</i>
By: (Please Print)	CORRY DYRSTAD
Title:	Branch Manager
Company Address:	3300 N 35TH ST.
Company Phone & Fax:	402-325-2400/402-325-2450
E-Mail Address:	corry.dyrstad@graybar.com
Date:	9/7/17
Contact Person for Orders or Service	Laura Rodgers
Contact Phone Number:	402-325-2413

City of Lincoln Signature Page

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EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

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Renewal
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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**

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Renewal
Graybar Electric**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____



CERTIFICATE OF LIABILITY INSURANCE

6/1/2018

DATE (MM/DD/YYYY)

9/14/2017

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 Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Indemnity Co of CT	NAIC # 25682
	INSURER B : Travelers Property Casualty Co of America	25674
	INSURER C : The Phoenix Insurance Company	25623
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES GRAEL02 CERTIFICATE NUMBER: 10923321 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	HC2EGLSA474M6932TCT17	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> 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	Y	N	HC2ECAP474M6920TCT17	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C	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	HC2NUB474M586717 (AOS)	6/1/2017	6/1/2018	<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
B	EXCESS OHIO WORKERS' COMPENSATION	N	N	HRJUB474M587917 (AZ,MA,WI) HWXJUB474M588017	6/1/2017	6/1/2018	Workers' Comp. Statutory Employers' Liab. \$1,000,000 SIR - Each Accident \$350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: ANNUAL SUPPLY - HOUSEHOLD MISCELLANEOUS BATTERIES, QUOTE NO. 4832. WHERE REQUIRED BY WRITTEN CONTRACT, CITY OF LINCOLN, LANCASTER COUNTY NEBRASKA AND LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION ARE ADDITIONAL INSURED UNDER THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF SAID POLICIES AND ADDITIONAL INSURED ENDORSEMENTS.

CERTIFICATE HOLDER

10923321
CITY OF LINCOLN, LANCASTER COUNTY AND PBC
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

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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

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

As required by contract or agreement

Location of Covered Operations:

As required by contract or agreement

(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", "personal injury" or "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.

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, or "personal injury" or "advertising injury" arising out of an offense committed, 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.