

AMENDMENT TO CONTRACT
Annual Service - Auction Services for the
Lincoln Police Department to Dispose of Unclaimed/Abandoned Property
Piggyback City of Lincoln, Bid No. 13-091
Lancaster County
Extension
Jim Peterson Auction Co.

This Amendment is hereby entered into by and between Jim Peterson Auction Co., 2208 A Street, Lincoln, NE 68502 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Contract dated May 24, 2016, executed under County Contract No. C-16-0240, for Auction Services to Dispose of Unclaimed/Abandoned Property, Bid No. 13-091, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is May 28, 2016 through May 27, 2017; and

WHEREAS, the Contract was amended by County Contract No. C-17-0271 on April 18, 2017 to extend the Contract for an additional term beginning May 28, 2017 through September 30, 2017; and

WHEREAS, the Contract was amended by County Contract No. C-17-0673 on August 22, 2017 to extend the Contract for an additional term beginning October 1, 2017 through November 30, 2017; and

WHEREAS, the parties hereby extend the Contract for an additional term beginning December 1, 2017 through February 28, 2018; and

WHEREAS, Lancaster County agrees to pay the Auctioneer's Fee in the amount of 10% of gross sales for the term of this extension, not to exceed \$4,5000.00 without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract No. C-16-0240 and stated herein the parties agree as follows:

- 1) The parties hereby extend the Contract for an additional term beginning December 1, 2017 through February 28, 2018.
- 2) Lancaster County agrees to pay the Auctioneer's Fee in the amount of 10% of gross sales for the term of this extension, not to exceed \$4,500.00 without approval by the Lancaster County Board.
- 3) 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:

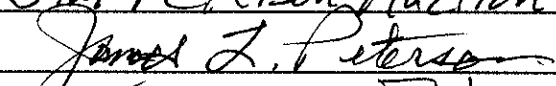
Vendor Signature Page
County Signature Page

Vendor Signature Page

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

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

Company Name:	Jim Peterson Auction Co.
By: (Please Sign)	
By: (Please Print)	James L. Peterson
Title:	Owner
Company Address:	2208 A St. - Lincoln NE 68502
Company Phone & Fax:	402-477-2773 or 402-430-4052
E-Mail Address:	coljim.peterson@hotmail.com
Date:	Oct, 19, 2017
Contact Person for: "Orders or Service"	Jim Peterson
Contact Phone Number:	402-430-4052

Lancaster County Signature Page

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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 _____



CERTIFICATE OF LIABILITY INSURANCE

PETE-10 OP ID: LM

DATE (MM/DD/YYYY)
09/29/2017

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 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 Cople Insurance Agency, Inc. P.O. Box 83405 Lincoln, NE 68501- Darryl A. Johansen, CPCU, ARM	CONTACT NAME: D. Arnie Johansen, CPCU, ARM PHONE (A/C No, Ext): 402-475-3213 E-MAIL ADDRESS:	FAX (A/C, No): 402-475-6842
	INSURER(S) AFFORDING COVERAGE	
INSURED Jim Peterson Auction Co. 2208 "A" Street Lincoln, NE 68502	INSURER A: Cincinnati Insurance Company	NAIC # 10677
	INSURER B: Markel Service, Inc.	NAIC # 27626
	INSURER C:	
	INSURER D:	
	INSURER E:	

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 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ENP0148835	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC0101645	10/06/2017	10/06/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 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)

The City of Lincoln (per attached form CG 20 10 07 04) and Lancaster County (per attached form GA 4084 10 01) are named as additional insureds in regards to General Liability coverage.

CERTIFICATE HOLDER

CITYLIN

City of Lincoln and/or
 Lancaster County
 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

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):	Location(s) of Covered Operations
CITY OF LINCOLN	ANY LOCATION AT WHICH WORK OR OPERATIONS ARE PERFORMED BY YOU OR ON YOUR BEHALF
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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

LANCASTER COUNTY
555 S 10TH ST
LINCOLN, NE 68508-2803

A. SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of your operations or premises owned by or rented to you.

B. The following exclusion is added to SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:

The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance is amended to include:

Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- a. As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance**; or
- b. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.