

AMENDMENT TO CONTRACT
Annual Services
Unclaimed Property Auction Services
Bid No. 18-010
City of Lincoln and Lancaster County
Renewal
Jim Peterson Auction Company

This Amendment is hereby entered into by and between Jim Peterson Auction Company, 2208 A Street, Lincoln, NE 68502 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated February 12, 2018 executed under City Executive Order No. 91512, and County Contract C-18-0066, dated February 6, 2018 for Unclaimed Property Auction Services, Bid No. 18-010, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is February 12, 2018 through February 11, 2019, 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 February 12, 2019 through February 11, 2020; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$25,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$15,000.00 without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 91512 and County Contract C-18-0066, 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 February 12, 2019 through February 11, 2020.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$25,000.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$15,000.00 without approval by the Lancaster County Board.
- 4) 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:

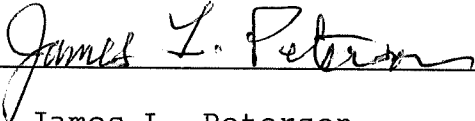
Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page

Vendor Signature Page

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Please sign, date and return within 2 days of receipt.

Mail to: City/County Purchasing
 Attn: Lori L. Irons
 440 So. 8th St., Ste. 200
 Lincoln, NE 68508
 Or email to: llirons@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: | 402-430-4052 |
| E-Mail Address: | coljimpeterson@hotmail.com |
| Date: | January 17, 2019 |
| Contact Person for Orders or Service | Jim Peterson |
| Contact Phone Number: | 402-430-4052 |

City of Lincoln Signature Page

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EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Police Chief

Approved by Directorial Order No. _____

dated _____

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

DATE (MM/DD/YYYY) 1/16/2019

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.

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.

PRODUCER: INSPRO Insurance, P.O. Box 6847, Lincoln, NE 68506, 402 483-4500. CONTACT NAME: Katie Brooks, PHONE: 402-483-4500, FAX: 402-483-7977, E-MAIL ADDRESS: kb Brooks@insproins.com. INSURER(S) AFFORDING COVERAGE: Grinnell Mutual Reinsurance Company (14117), Markel Insurance Co (38970).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Lincoln and Lancaster County are listed as additional insured. A waiver of subrogation is also in favor of City of Lincoln and Lancaster County.

CERTIFICATE HOLDER: City of Lincoln, Lancaster County, 555 So. 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: Daniel D. Mifford

**GRINNELL MUTUAL REINSURANCE COMPANY
VARIABLE FORMS/PREMIUM SCHEDULE**

POLICY NO.: 0000903552

AGENT: 6545 07-021-69

| FORM | DESCRIPTION | LIMIT/DED | PREMIUM |
|-------------|---|------------------|----------------|
| CG2010 | ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION Name of Additional Insured Person(s) or Organization(s): CITY OF LINCOLN AND/OR LANCASTER COUNTY 555 SOUTH 10TH STREET LINCOLN, NE 68508 | | \$ 100 |

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 Lancaster County 555 So. 10th Street Lincoln, NE 68508 | |

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.

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.

| Subrogant Information | Class Code | Schedule | Description | Payroll |
|---|-------------------|-----------------|--------------------|----------------|
| City of Lincoln Lancaster County 555 South 10th Street Lincoln NE 68508 | 8017 | | Auctioneers | \$1,000.00 |

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 01/16/2019 Policy No. MWC0101645-03 Endorsement No.

Insured: Jim Peterson Premium (See Attached)

Insurance Company: Markel Insurance Company Countersigned by _____

WC000313
Ed. 4-84
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