

AMENDMENT TO CONTRACT
Unit Price
Audio/Visual Repair and Replacement Services
Bid No. 16-287
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Electronic Contracting Company

This Amendment is hereby entered into by and between Electronic Contracting Company, PO Box 29195, Lincoln, NE 68529 (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 March 2, 2017 executed under City Resolution No. 90266, and County Contract C-17-0166, dated February 21, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission, on January 10, 2017, for Unit Price – Audio/Visual Repair and Replacement Services, Bid No. 16-287, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is March 1, 2017 through February 28, 2019, with the option to renew for two (2) additional two (2) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional two (2) year term beginning March 1, 2019 through February 28, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$135,000.00 for contracts without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$135,000.00 for contracts 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 \$50,000.00 for contracts without approval by the Public Building Commission; and

WHEREAS, the parties hereby amend the contract to replace Paragraph No. 9 of the Contract with the following language:

OWNER INCLUSION. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Whenever a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") in the Contract, which includes the instructions to bidders, specifications, insurance requirements, bonds, terms and conditions, or any other documents which are a part of the Contract, it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Notwithstanding the foregoing, the duties and obligations of the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the Owners shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Resolution 90266 and County Contract C-17-0166, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional two (2) year term beginning March 1, 2019 through February 28, 2021.

- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$135,000.00 for Contracts without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$135,000.00 for Contracts 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 \$50,000.00 for Contracts without approval by the Public Building Commission.
- 5) The parties hereby amend the contract to replace Paragraph No. 9 of the Contract with the following language: OWNER INCLUSION. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Whenever a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") in the Contract, which includes the instructions to bidders, specifications, insurance requirements, bonds, terms and conditions, or any other documents which are a part of the Contract, it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Notwithstanding the foregoing, the duties and obligations of the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the Owners shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.
- 6) 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

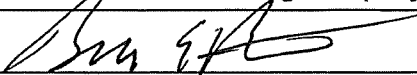
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

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Bid No. 16-287
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Electronic Contracting Company

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

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

Company Name:	Electronic Contracting Company
By: (Please Sign)	
By: (Please Print)	Bruce Petersen
Title:	Vice President of Finance
Company Address:	6501 North 70th Street
Company Phone & Fax:	402-466-8274
E-Mail Address:	bpetersen@eccoinc.com
Date:	January 30, 2019
Contact Person for Orders or Service	Linda McClarnen
Contact Phone Number:	402-465-6933

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Unit Price
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Bid No. 16-287
City of Lincoln, Lancaster County and
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Renewal
Electronic Contracting Company**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Unit Price
Audio/Visual Repair and Replacement Services
Bid No. 16-287
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Electronic Contracting Company**

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**

**AMENDMENT TO CONTRACT
Unit Price
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City of Lincoln, Lancaster County and
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Renewal
Electronic Contracting Company**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

Certified Statement Pursuant to Neb. Rev. Stat. ' 77-1323

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Bruce Petersen, do hereby certify that all equipment to be used on UP Audio/Visual Repair and Replacement Services, Bid No. 16-287, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

DATED this 30 day of January, 2019.

By: [Signature]
Title: Vice President of Finance

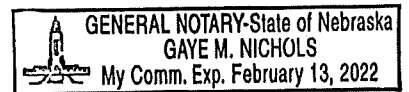
STATE OF NEBRASKA)
)ss.
COUNTY OF Lancaster)

On Jan. 30, 2019, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Bruce Petersen, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

[Signature]
Notary Public

(SEAL)



EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, Nebraska Revised Statutes 48-2901 to 48-2912,

I, Bruce Petersen, herein below known as the Contractor, state under oath and swear as follows:

- 1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
- 2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
- 3. The Contractor has complied with Neb. Rev. Stat. 4-114.
- 4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
- 5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to Neb. Rev. Stat. 48-2912 of this Act.
- 6. As the Contractor, I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by Lancaster County. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with Lancaster County for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

PRINT NAME: Bruce E Petersen
(First, Middle, Last)

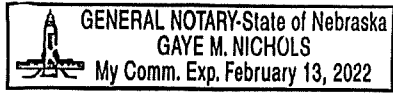
SIGNATURE: [Handwritten Signature]

TITLE: VP Finance

State of Nebraska)
County of Lancaster) ss.

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 30 day of Jan, 2019

[Handwritten Signature]
Notary Public



Client#: 35165

ELECT2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/31/2019

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

PRODUCER: INSPRO Insurance, P.O. Box 6847, Lincoln, NE 68506, 402 483-4500. CONTACT NAME: Laura Paulsen, PHONE: 402-483-4500, FAX: 402-483-7977, E-MAIL: lpaulsen@insproins.com. INSURER(S) AFFORDING COVERAGE: EMPLOYERS MUTUAL INSURANCE, NAIC #: 21415. INSURED: Electronic Contracting Company, P.O. Box 29195, Lincoln, NE 68529.

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.

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission is listed as additionally insured with respect to General Liability as per written contract. A waiver of subrogation in favor of City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission applies as permissible by law.

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: City of Lincoln and/or Lancaster County and/or City of Lincoln/ Lancaster County Public Building Commission, 555 S 10th St, 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: Samuel D. Gifford

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EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 0D9-59-57---19

ELECTRONIC CONTRACTING COMPANY

EFF DATE: 08/01/18

EXP DATE: 08/01/19

GENERAL LIABILITY POLICY
DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CG0001	04-13	COMMERCIAL GEN LIABILITY COV FORM	
*CG0109	11-85	KS & OK CHANGES - TRANSFER OF RIGHTS	
*CG0134	08-03	MISSOURI CHGS - POLLUTION EXCLUSION	
*CG0142	07-11	ARKANSAS CHANGES	
*CG0144	10-11	SOUTH DAKOTA CHANGES	
*CG0435	12-07	EMPLOYEE BENEFITS LIABILITY COVERAGE	
		EACH EMPLOYEE	\$ 1,000,000
		AGGREGATE	\$ 2,000,000
		DEDUCTIBLE EACH EMPLOYEE	\$ 1,000
		RETROACTIVE DATE	08/01/1994
*CG2012	04-13	AI-STATE/GOVT AGCY/SUBD/POLIT SUBD/T NAME/CONCESSIONAIRES/JOB TITLES/ POLITICAL ENTITY/ASSOC. OR ORG./ETC. CITY OF KANSAS CITY, MO LOC 002 CITY OF LINCOLN BUILDING AND SAFETY DEPARTMENT LOC 1	
*CG2032	04-13	AI-ENGRS, ARCHTCT, SURVYRS NOT ENGAGED NAME/CONCESSIONAIRES/JOB TITLES/ POLITICAL ENTITY/ASSOC. OR ORG./ETC. NSPJ ARCHITECTS, P.A.	
*CG2106	05-14	EXCL-ACCESS/DISCL OF CONFID/PERSONAL	
*CG2147	12-07	EXCL-EMPLOYMENT RELATED PRACTICES	
*CG2167	12-04	FUNGI OR BACTERIA EXCLUSION	
*CG2170	01-15	CAP/LOSSES FROM CERT ACTS/TERRORISM	
*CG2176	01-15	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
*CG2280	04-13	LIMITED EXCL-CONTRACTOR PROF LIAB	
*CG2288	04-13	PROF LIAB EXCL-ELEC DATA PROC SVCS	
*CG2417	10-01	---CONTRACTUAL LIABILITY RAILROADS SCHEDULED RAILROAD/DESIGNATED JOB SITE BURLINGTON RAIL & COMMERCE	
*CG2645	02-99	SD CHANGS - NONBINDING ARBITRATION	
*CG2650	04-13	MISSOURI CHANGES - MEDICAL PAYMENTS	
*CG2686	01-15	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
*CG7001A	10-12	GENERAL LIABILITY SCHEDULE	
*CG7003	10-13	GL QUICK REFERENCE (OCCURRENCE)	
*CG7141	05-90	EXTENDED PROPERTY DAMAGE COVERAGE	
*CG7174.3	10-13	AUTOMATIC AI-CONST CONT INCL COMP OP	
*CG7193	10-13	AI-OWN/LESS/CONTR-INCL COMP OPS NAME: CB RICHARD ELLIS & TIERRA FAA NAME:	

DATE OF ISSUE: 07/23/18

(CONTINUED)

FORM: IL7131A (ED. 04-01)

003

LN

0D95957 1901

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. 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 exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; 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.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

Policy Number 4H37000

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

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

City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission

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
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)