

**AMENDMENT TO CONTRACT**  
**Electrical, Lighting, Data Communications and Security Products and**  
**Related Products, Services and Solutions**  
**US Communities Contract No. EV2370**  
**MOU019**  
**City of Lincoln, Lancaster County and**  
**City of Lincoln-Lancaster County Public Building Commission**  
**Renewal**  
**Graybar Electric Company, Inc.**

This Amendment is hereby entered into by and between Graybar Electric Company, Inc., 4360 South 90<sup>th</sup> Street, Omaha, NE 68127 (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 April 6, 2018 executed under City Executive Order No. 91709, and County Contract C-18-0155, dated April 3, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on March 20, 2018, for Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions, US Communities Contract No. EV2370, MOU019, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is April 6, 2018 through April 5, 2019, with the option to renew for four (4) 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 April 6, 2019 through April 5, 2020; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$100,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$7,500.00 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 \$5,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 91709 and County Contract C-18-0155, 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 April 6, 2019 through April 5, 2020.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$100,000.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$7,500.00 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 \$5,000.00 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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**Renewal**  
**Graybar Electric Company, Inc.**

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

Mail to: City/County Purchasing  
 Attn: Lori L. Irons  
 440 So. 8th St., Ste. 200  
 Lincoln, NE 68508  
 Or email to: [liron@lincoln.ne.gov](mailto:liron@lincoln.ne.gov)

Company Name:	Graybar Electric
By: (Please Sign)	
By: (Please Print)	COREY DYRSTAD
Title:	BRANCH MANAGER
Company Address:	3300 N 35TH ST. LINCOLN NE 68504
Company Phone & Fax:	402-325-2400/402-325-2450
E-Mail Address:	Corey.dyrstad@graybar.com
Date:	3/25/19
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 Clerk

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Chris Beutler, Mayor

Approved by Executive 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 \_\_\_\_\_

**City of Lincoln-Lancaster County Public Building Commission  
Signature Page**

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**EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

ATTEST:

\_\_\_\_\_  
Public Building Commission Attorney

\_\_\_\_\_  
Chairperson, Public Building Commission

dated \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2019

5/22/2018

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		NAIC #
INSURER A : Travelers Indemnity Co of CT		25682
INSURER B : Travelers Property Casualty Co of America		25674
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED  
1047657 Graybar Electric Company, Inc.  
34 North Meramec Avenue  
P. O. Box 7231  
St. Louis MO 63177

COVERAGES GRAEL02 CERTIFICATE NUMBER: 15237011 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	Y	N	HC2EGLSA474M6932TCT18	6/1/2018	6/1/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	N	HC2ECAP474M6920TCT18	6/1/2018	6/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
A	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$ XXXXXXXX
A	<input type="checkbox"/> OWNED AUTOS ONLY			PHYSICAL DAMAGE-SELF INSURED			BODILY INJURY (Per accident)	\$ XXXXXXXX
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY							\$ XXXXXXXX
	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
	EXCESS LIAB						AGGREGATE	\$ XXXXXXXX
	DED							\$ XXXXXXXX
	RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	HC2JUB474M586718 (AOS)	6/1/2018	6/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	HRJUB474M587918 (AZ, MA, WI)	6/1/2018	6/1/2019	E.L. EACH ACCIDENT	\$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
B	EXCESS OHIO WORKERS' COMPENSATION	N	N	HWXJUB474M588018	6/1/2018	6/1/2019	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
							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)

WHERE REQUIRED BY WRITTEN CONTRACT, CITY OF LINCOLN AND LANCASTER COUNTY AND LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION IS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF SAID POLICIES AND ADDITIONAL INSURED ENDORSEMENTS. AS RESPECTS WORKERS' COMPENSATION, A WAIVER OF SUBROGATION APPLIES ON BEHALF OF CITY OF LINCOLN AND LANCASTER COUNTY AND LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT, EXECUTED PRIOR TO LOSS, AND WHERE PERMISSIBLE BY LAW.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

15237011 CITY OF LINCOLN LANCASTER COUNTY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION 555 SO. 10TH STREET LINCOLN NE 68508	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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POLICY NUMBER HC2EGLSA474M6932TCT18

**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.



COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 01

POLICY NUMBER

HC2ECAP474M6920TCT18

\*\* THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. \*\*

BLANKET ADDITIONAL INSURED

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE PART

WITH RESPECT TO COVERAGE PROVIDED BY THIS ENDORSEMENT, THE PROVISIONS OF THE COVERAGE FORM APPLY UNLESS MODIFIED BY THE ENDORSEMENT.

THE FOLLOWING IS ADDED TO THE SECTION II - LIABILITY COVERAGE, PARAGRAPH A.1. WHO IS AN INSURED PROVISION:

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED TO INCLUDE AS ADDITIONAL INSURED ON THE COVERAGE FORM IN A CONTRACT OR AGREEMENT EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS AND THAT IS IN EFFECT DURING THE POLICY PERIOD IS AN "INSURED" FOR LIABILITY COVERAGE, BUT ONLY FOR DAMAGES TO WHICH THIS INSURANCE APPLIES AND ONLY TO THE EXTENT THAT PERSON OR ORGANIZATION QUALIFIES AS AN "INSURED" UNDER THE WHO IS AN INSURED PROVISION CONTAINED IN SECTION II.

EFFECTIVE DATE 6/1/2018  
EXPIRATION DATE 6/1/2019  
PAGE 0001

# **TRAVELERS**

ONE TOWER SQUARE  
HARTFORD, CT 06183

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) -01**

POLICY NUMBER: HC2JUB474M586718 (AOS)

## **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 any one not named in the Schedule.

### **SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

ST ASSIGN:



P.O. Box 7231  
St. Louis, MO 63177-1231

Linda H. Flanagan

Director Risk and Insurance  
Phone 314-573-9200  
Direct 314-573-9226  
Fax 314-573-9445  
E-Mail linda.flanagan@graybar.com

March 28, 2019

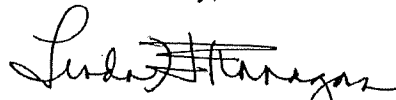
City of Lincoln  
Lancaster County  
Lincoln-Lancaster County Public Building Commission  
555 So. 10<sup>th</sup> Street  
Lincoln, NE 68508

RE: Graybar Electric Company, Inc.  
HC2EGLSA474M6932TCT18 – General Liability  
HC2ECAP474M6920TCT18 – Auto Liability  
HC2JUB474M586718; HRJUB474M587918 (AZ, MA,WI); and  
HWXJUB474M588018 (OH) – Workers Compensation

To Whom It May Concern:

Please be advised that Graybar Electric Company, Inc. will provide 30 days written notification of cancellation of the above referenced insurance to: City of Lincoln; Lancaster County; Lincoln-Lancaster County Public Building Commission; 555 So. 10<sup>th</sup> Street; Lincoln, NE 68508.

Sincerely,



Linda H. Flanagan

LHF/nlj