

AMENDMENT TO CONTRACT
Annual Requirements
Providing Fire Alarm and Security Monitoring Services
Bid No. 15-010
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
NECO Security

This Amendment is hereby entered into by and between NECO Security, 2900 South 70th St., Suite 330, Lincoln, NE (hereinafter "Contractor") and 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 3, 2015, executed under City Directorial No. 12633, and County Contract C-15-0095, dated February 24, 2015, and executed by the City of Lincoln-Lancaster County Public Building Commission, on March 10, 2015, for Annual Requirements – Providing Fire Alarm and Security Monitoring Services, Bid No. 15-010, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 10, 2015 through March 9, 2016, 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. 14574, executed by the City on February 18, 2016, and by County Contract C-16-0095 executed by the County Board on February 23, 2016, and executed by the City of Lincoln-Lancaster County Public Building Commission on March 25, 2016, to renew the contract for an additional one (1) year term from March 10, 2016 through March 9, 2017; and

WHEREAS, the Contract was amended by City Directorial Order No. 16662, executed by the City on March 8, 2017, and by County Contract C-17-0232 executed by the County Board on March 28, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission on March 14, 2017, to renew the contract for an additional one (1) year term from March 10, 2017 through March 9, 2018; and

WHEREAS, the Contract was amended by City Directorial Order No. 18701, executed by the City on February 23, 2018, and by County Contract C-18-0101 executed by the County Board on March 27, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission on March 20, 2018, to renew the contract for an additional one (1) year term from March 10, 2018 through March 9, 2019; and

WHEREAS, the Contract was amended by City Directorial Order No. 20969, executed by the City on February 25, 2019, and by County Contract C-19-0116 executed by the County Board on February 26, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission on March 12, 2019, to extend the contract for an additional six (6) months from March 10, 2019 through September 9, 2019; and

WHEREAS, the parties hereby extend the Contract from September 10, 2019 through November 9, 2019; and

WHEREAS the expenditures for the City of Lincoln for the term of this extension shall not exceed \$2,500.00 without prior approval by the City of Lincoln; and

WHEREAS the expenditures for Lancaster County for the term of this extension shall not exceed \$1,200.00 without prior approval by the Lancaster County Board of Commissioners; and

WHEREAS the expenditures for City of Lincoln-Lancaster County Public Building Commission for the term of this extension shall not exceed \$1,200.00 without prior approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Directorial No. 12633 and County Contract No. C-15-0095, and stated herein the parties agree as follows:

- 1) The parties hereby extend the Contract from September 10, 2019 through November 9, 2019.
- 2) The expenditures for the City of Lincoln for the term of this extension shall not exceed \$2,500.00 without prior approval by the City of Lincoln.
- 5) The expenditures for Lancaster County for the term of this extension shall not exceed \$1,200.00 without prior approval by the Lancaster County Board of Commissioners.
- 6) The expenditures for City of Lincoln-Lancaster County Public Building Commission for the term of this extension shall not exceed \$1,200.00 without prior approval by the Public Building Commission.
- 7) 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

City of Lincoln Signature Page

Lancaster County Signature Page

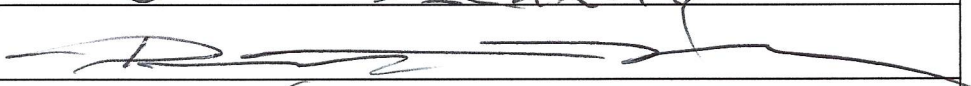
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

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Bid No. 15-010
City of Lincoln, Lancaster County and
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Extension
NECO Security

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

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

Company Name:	NECO SECURITY
By: (Please Sign)	
By: (Please Print)	DON NIELSEN
Title:	PRES
Company Address:	2900 S. 70 th Ste 330
Company Phone & Fax:	402.474.3737
E-Mail Address:	mjn@necosecurity.com
Date:	8-16-19
Contact Person for Orders or Service	Mary Jane Nielsen - Ringsmuth
Contact Phone Number	402.474.3737

City of Lincoln Signature Page

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Extension
NECO Security**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

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Bid No. 15-010
City of Lincoln, Lancaster County and
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Extension
NECO Security**

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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Bid No. 15-010
City of Lincoln, Lancaster County and
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Extension
NECO Security**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

Client#: 31419

NECOI

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/23/2019

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: Conner Krusemark, PHONE: 402-483-4500, FAX: 402-483-7977, E-MAIL ADDRESS: ckrusemark@insproins.com. INSURER(S) AFFORDING COVERAGE: EMPLOYERS MUTUAL INSURANCE, NAIC #: 21415. INSURED: Neco, Inc., 2900 South 70th St. Ste 330, Lincoln, NE 68506.

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 INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Cyber Risk.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission are listed as additional insured with respect to general liability. A waiver of subrogation for workers compensation is also in favor of City of Lincoln.

CERTIFICATE HOLDER: City of Lincoln, Lancaster County Lincoln-Lancaster Co PBC, 555 South 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: James D. Gifford

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS – AUTOMATIC
STATUS WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT –
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 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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

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

1. Only applies to the extent permitted by law; and
2. 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 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.

C. 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.

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

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

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)



EMPLOYERS MUTUAL CASUALTY COMPANY (15539)

POLICY NUMBER: 1H5-03-93---20

NECO, INC.

EFF DATE: 07/17/19

EXP DATE: 07/17/20

WORKERS COMPENSATION POLICY DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*IL7004	01-19	MUTUAL POLICY PROVISIONS	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL7338	05-15	NOTICE OF CANC PROV BY US DESIGNATED NAME OF ENTITY: SAMPSON CONSTRUCTION CO. INC. MAILING ADDRESS: 3730 S 14TH ST LINCOLN, NE 68502 NUMBER OF DAYS NOTICE: 30 NAME OF ENTITY: NEBCO INC. MAILING ADDRESS: 6300 CORNHUSKER HWY LINCOLN, NE 68507 NUMBER OF DAYS NOTICE: 30	
IL8383.2A	01-15	DISCL PURSUANT TERRSM RISK INS. ACT	\$ 58
*IL8576	10-17	MEDICARE IMPT NOTICE TO POLICYHOLDER	
WC000000C	01-15	WC AND EMPLOYERS LIABILITY INSURANCE	
WC000313	04-84	WAIVER OF OUR RIGHT TO RECOVER THIS AGREEMENT SHALL NOT OPERATE DIRECTLY OR INDIRECTLY TO BENEFIT ANYONE NOT NAMED BELOW: - SAMPSON CONSTRUCTION CO., INC. - NEBCO INC. - SEACREST KALKOWSKI TENANT FINISH - CITY OF LINCOLN AND/OR LANCASTER COUNTY & CITY OF LINCOLN/LANCASTER CO PUBLIC BUILDING COMMISSION	
*WC000414A	01-19	NOTIFICATION OF CHANGE IN OWNERSHIP	
WC000419	01-01	PREMIUM DUE DATE ENDORSEMENT	
WC000421D	01-15	CATASTROPHE O/T CERT ACTS TERRORISM	
WC000422B	01-15	TERRORISM REAUTHORIZATION ACT END.	
WC000424	01-17	AUDIT NONCOMPLIANCE CHARGE STATE(S): NE BASIS OF AUDIT NONCOMPLIANCE CHARGE: ESTIMATED ANNUAL PREMIUM MAXIMUM AUDIT NONCOMPLIANCE CHARGE MULTIPLIER: 2.000	
WC000425	05-17	EXPERIENCE RATING MOD FACTOR REVISIO	
WC260402	01-95	NE CONTRACTORS CLASS PREM ADJUSTMENT	
WC260403	05-17	NE EXPERIENCE RATING MOD FACTOR REV	
WC260601C	07-96	NE CANCELLATION & NONRENEWAL ENDST	
*WC7003A	09-86	WORKERS COMPENSATION SCHEDULE	

DATE OF ISSUE: 07/02/19

(CONTINUED)

FORM: IL7131A (ED. 04-01)

003

JM

1H50393 2001