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AMENDMENT TO AGREEMENT
LANCASTER COUNTY
UNIT PRICE - MAINTENANCE AND REPAIR OF EMERGENCY MANAGEMENT SIRENS
BID NO. 11-042
FIRST RENEWAL

This Amendment is hereby entered into on this 29 day of January 2013, by and between **Schmader Electric Construction, Inc., 1743 Hwy. 275, West Point, NE 68788** (hereinafter "Contractor") and **Lancaster County** (hereinafter "County"), for the purpose of amending the Agreement dated **March 29, 2011** under County Contract No. **C-11-0152**, (the "Agreement"), for **Unit Price - Maintenance and Repair of Emergency Management Sirens, Bid No. 11-042,** which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is **March 29, 2011 thru March 28, 2013**, with the option to renew for **one (1)** additional two (2) year terms; and

WHEREAS, the parties wish to renew the Contract for an additional two (2) year term beginning **March 29, 2013 thru March 28, 2015** and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County **Contract C-11-0152** and stated herein the parties agree as follows:

1) The Contract shall be renewed for an additional two (2) year term beginning **March 29, 2013 thru March 28, 2015.**
2) 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.

Approved as to form

this 29 day of January 2013

Deputy County Attorney
Lancaster County Attorney

Lancaster County Board of Commissioners Signatures

Executed this 29 day of January 2013

Hudkins Absent

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated 1/15/13

Company Name: (PLEASE PRINT)	Schmader Electric Const Co Inc
By: (PLEASE PRINT)	Marla Schmader
By: (PLEASE SIGN)	Marla Schmader
Title:	V. Pres.
Company Address: (PLEASE PRINT)	1743 Hwy 275 West Point, NE 68788
Company Phone & Fax: (PLEASE PRINT)	402-372-2474 FAX 402-372-3032
E-Mail Address: (PLEASE PRINT)	Schmelec@hotmail.com

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C-11-0152
RECEIVED
MAR 23 2011
LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

LANCASTER COUNTY
N E B R A S K A

Unit Price - Maintenance and Repair of Emergency Management Sirens
Bid No. 11-042

Schmader Electric Construction Inc.
1743 Hwy 275
West Point, NE 68788
402.372.2474

LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this _____ day of _____, 2011 by and between **Schmader Electric Construction Inc., 1743 Hwy 275, West Point, NE 68788**, hereinafter called the Contractor, and Lancaster County, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as the County.

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Unit Price - Maintenance and Repair of Emergency Management Sirens, Bid No. 11-042
and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, construct, and compete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

   Agreement to full proposal

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

   The County will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The County shall order on an as needed basis for the duration of the contract.

3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. GUARANTEE: A performance and payment bonds in the full amount of the contract shall be required for all construction contracts. These bonds shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

6. TERMINATION: This Contract may be terminated by the following:
   a) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
      1) Refuses or fails to supply the proper labor, materials and equipment necessary for services and/or commodities.
      2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
      3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

7. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

8. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a two (2) year term with the option to renew for one (1) additional two (2) year term.

9. The Contract Documents comprise the Contract, and consist of the following:

1. Instructions to Bidders
2. Insurance Requirements
3. Accepted Proposal
4. Contract Agreements
5. Employee Classification Act, Executive Order 83319
6. Employee Classification Act Affidavit
7. Construction Bonds
8. Sales Tax Exemption Forms 13 & 17

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the County do hereby execute this contract.

EXECUTION BY THE LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

for Brittany Behrens
Lancaster County Attorney

LANCASTER COUNTY BOARD OF COMMISSIONERS

Jane Nelson

Deb Schorr

Larry Hudkins

Bernie Heier Absent

dated 3/29/11

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Schmader Electric Const Co Inc
Name of Corporation

1743 Hwy 275 West Point, NE 68788
(Address)

ATTEST:
Marla Schmader (SEAL)
Secretary

By: Dave Schmader
Duly Authorized Official

Pres
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:
Member

By:
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing)
Supplier Response

Bid Information

Bid Creator	Sharon R. Mulder Assistant Purchasing Agent
Email	smulder@lincoln.ne.gov
Phone	(402) 441-7410
Fax	(402) 441-6513
Bid Number	11-042
Title	Unit Price - Maintenance and Repair of Emergency Management Sirens
Bid Type	Annual Supply
Issue Date	03/07/2011
Close Date	3/11/2011 12:00:00 PM CST
Need by Date	

Contact Information

Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508
Contact	Sharon Mulder Asst. Purchasing Agent
Department	
Building	
Floor/Room	
Telephone	1 (402) 441-7428
Fax	1 (402) 441-6513
Email	smulder@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	SCHMADER ELECTRIC CONSTRUCTION INC
Address	1743 HWY 275 WEST POINT, NE 68788
Contact	MARLA SCHMADER
Department	
Building	
Floor/Room	
Telephone	1 (402) 372-2474
Fax	1 (402) 372-3032
Email	schmelec@hotmail.com
Submitted	3/10/2011 5:07:18 PM CST
Total	$185.00

Signature

Supplier Notes

Bid Notes

Vendor must be certified with Federal Signal to perform repairs and maintenance.
All equipment in service are Federal Service brand.
Work will be performed in all areas of Lancaster County.
No Sub-Contractors allowed.

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Contact	Name of person submitting this bid:	MARLA SCHMADER
5	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
6	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
7	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Hour	Labor Rate - Master Electrician YOU MUST BID RATE PER HOUR!	$55.00

Item Notes: Labor rate includes all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits in the total rates as bid.
Master Electrician must be licensed in the State of Nebraska and show proof prior to award.

Supplier Notes: Our employee has a Electrical Contractor's liscense #855 - attached response

2	1	Hour	Labor Rate - Journeyman Electrician YOU MUST BID PER HOUR RATE!	$50.00

Item Notes: Labor rate includes all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits in the total rates as bid.

Supplier Notes:

3	1	Hour	Labor Rate - Electrician Apprentice YOU MUST BID PER HOUR RATE.	$45.00

Item Notes: Labor rate includes all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits in the total rates as bid.

Supplier Notes:

4	1	Hour	Labor Rate - Laborer YOU MUST BID PER HOUR RATE.	$35.00

Item Notes: Labor rate includes all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits in the total rates as bid.

Supplier Notes:

5	1	EA	Percentage over cost of Equipment and Parts.	20.00%

Item Notes: Vendor shall provide copy of invoice for all equipment or parts required for each repair.
Vendor must contact Doug Ahlberg with equipment or parts cost prior to performing repair or maintenance.

Supplier Notes:

Response Total: $185.00