Public Building Commission

Tuesday, March 10, 2020
County City Building
Room 113 - The Bill Luxford Studio
1:30 p.m.

Location Announcement of Nebraska Open Meetings Act: A copy of the Nebraska Open Meetings Act is located on the wall at the rear of the room.

1. CALL TO ORDER

Public Building Commission Meeting

2. MINUTES

Approval of the previous Public Building Commission Meeting

Documents:

PBC Minutes 2 11 20.Pdf

3. OLD BUSINESS

A. County Assessor Remodel - Update, Change Order and Payment Application

Documents:

Assessor Pay App 1.Pdf
Assessor Change Order 1.Pdf

4. NEW BUSINESS

A. Approval of General Vouchers for February 2020

Documents:

February 2020 Vouchers.pdf

B. Human Rights Commission - Permission for Art Display

Mindy Rush Chipman and Francisca Beltran

C. 2020 Health Fair on April 8, 2020

Documents:

City County Employee Wellness Fair April 8.Pdf

5. CONTRACT APPROVALS:

A. Amendment to Contract for Yearly Maintenance of Automated External Defibrillators

Documents:

5245 LifeGuard MD.pdf

B. Amendment to Contract for Personal Protective Equipment and First Aid Supplied #18-021 Mid-Continent Safety, DXP

Documents:

18-021 DXP.pdf

C. Amendment to Contract for Fluorescent Bulb and Battery Recycling Services #5798 A-TEC Recycling

Documents:

5798 A-TEC Recycling.pdf

D. Amendment to Contract for Commercial Grade Door Security Access Control System and Service #18-044 Inteconnect

Documents:

18-044 - Inteconnect.pdf

6. REPORT FROM ADMINISTRATIVE STAFF

Discussion of administrative items and confirmation of the next Public Building Commission Meeting on April 14, 2020.

7. ADJOURNMENT

MINUTES
PUBLIC BUILDING COMMISSION
TUESDAY, FEBRUARY 11, 2020 1:30 P.M.
BILL LUXFORD STUDIO, ROOM 113
COUNTY CITY BUILDING

PRESENT: Richard Meginnis, Roma Amundson, Chris Callihan, Sean Flowerday and Jane Raybould.

OTHERS PRESENT: Kerin Peterson, Dan Mulligan, Jeff Chadwick, Cpt. Witte, Brian Johnson, Bob Walla, Jim Kohmetscher and Margaret Bohy.

The meeting of the Public Building Commission was called to order by Chairperson Richard Meginnis.

The meeting minutes from January 14, 2020 were presented for approval. Jane Raybould motioned for approval and Chris Callihan seconded. The vote carried with Roma Amundson and Sean Flowerday abstaining.

Finance Remodel – Dan Mulligan with Innerspace submitted two payment applications #7/partial for $3,462.75 and #8/retainage for $4,600.50. These payment applications will finish out the contract for the remodel and total project was -$1,500.00 under budget which was reflected in the pay applications submitted. Jane Raybould moved for approval of both payment applications. Roma Amundson seconded. The vote carried.

Hall of Justice Front Security Entrance Remodel – Jeff Chadwick with Clark Enersen submitted payment application #4 for $22,087.50. Jane Raybould motioned for approval and Chris Callihan seconded. The vote carried. Jeff reported Dicky Hinds Muir are working on the new entrance side, grinding the floor down to make it even and other demo work. Cpt. Witte stepped up and complimented Dickey-Hinds-Muir on how great they have been to work with and have been very accommodating to all their needs as well as being respectful of the security concerns.

Security Update – Cpt. Witte introduced 3 new employees in the building security services, Darren Brown, Joe Yocum and Dave Hanselmann. They all shared a brief history of themselves and their career. They were welcomed by the commissioners. Cpt. Witte is in the process of hiring one additional employee and should have that done by next month.

Jane Raybould motioned to approve the general vouchers for January 2020. Roma Amundson seconded the motion. The vote carried.

There were seven contract approvals submitted by Purchasing:

a. Amendment to Contract for Preventative Maintenance for Variable Frequency Drives #18-018 Hayes Mechanical;
b. Memo of Understanding for Furniture, Installation and Related Products and Services #MOU068 Haworth, Inc.;
c. Annual Service for Providing and Delivery of Industrial and Medical Gas #20-001 Matheson-Tri Gas;
d. Amendment to Contract for Wireless Voice Service, Cell Phones and Service #53233 Verizon;
e. Amendment to Contract for Water Softener Salt #5561 Culligan of Lincoln;

f. Amendment to Contract for Auction Services #18-236 Purple Wave, Inc.;

g. Amendment to Contract for Inspection, Testing and Maintenance of Fire Sprinkler #18-102 Mahoney Fire Sprinkler, Inc.;

Jane Raybould motioned for approval of all the contracts. Chris Callihan seconded. The vote carried.

The next meeting of the Public Building Commission is set for March 10, 2020.

Report from Administrative Staff – Kerin reported the County Assessor Remodel contract was signed and is moving forward with a substantial completion date of 6/15/2020 and final completion of 07/05/2020. Sean Flowerday gave an update on the original LB20 which would require the Public Building Commission to go to public vote for any bonding needed.

With no further business Jane Raybould moved to adjourn, Roma Amundson seconded. The vote carried and the meeting was adjourned.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

To Owner: City of Lincoln, Public Building Comm.
920 O Street, Room 203
Lincoln, NE 68508

From (Contractor): DICKEY • HINDS • MUIR Incorporated
PO Box 22555
Lincoln NE 68542-2555

Contract For: General Construction

Project: COL County Assessor Office Remodel
P.O. # :
Owner's Project #: 19-287
Project Mgr: Kerin Peterson
VIA (Architect): Sinclair Hille Architects
700 Q Street
Lincoln, NE 68508

Application Number: 1/Partial
Period To: 01.31.20
Arch. Project Number: 19010

Contract Date: 01.29.20
DHM Job# 9887
Invoice # 202001.014

Distribution to:
☐ Owner
☐ Architect
☐ Contractor

Please reference DHM's invoice number on all payments

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT.

1. Original Contract Sum		$240,260.00
2. Net Change by Change Orders		$0.00
3. Contract Sum to Date (Line 1 + 2)		$240,260.00
4. Total Completed and Stored to Date		$4,805.00
5. Retainage:		
A. 5% of Completed work.	$240.25	
B. 5% of Stored Material.	$0.00	
Total Retainage (Line 5A + 5B Total)		$240.25
6. Total Earned Less Retainage (Line 4 Less Line 5 Total)		$4,564.75
7. Less Previous Certificates for Payment (Line 6 from Prior Certificate)		$0.00
8. Current Payment Due		**$4,564.75**
9. Balance to Finish, Plus Retainage (Line 3 Less Line 6)		$235,695.25

Change Order Summary	Additions	Deductions
Total Changes Approved In Previous Months by Owner:	$0.00	$0.00
Total Approved This Month	$0.00	$0.00
Totals	$0.00	$0.00
Net Change by Change Orders >>>>>	$0.00	

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

Contractor: DICKEY • HINDS • MUIR Incorporated

By: J. Adam Muir Date: 1/29/2020
J. Adam Muir, President
State of: Nebraska
County of: Lancaster
Subscribed and Sworn to Before me this 29th day of Jan 2020
Notary Public: Rebecca S Clark
My Commission expires: 2-14-21

State of Nebraska – General Notary
REBECCA S CLARK
My Commission Expires
February 14, 2021

Architect's Certificate for Payment.

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON ON-SITE OBSERVATIONS AND THE DATA COMPRISING THE ABOVE APPLICATION, THE ARCHITECT CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSED AS INDICATED, THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED.

Amount Certified ..... $,4,564.75
(ATTACH EXPLANATION IF AMOUNT CERTIFIED DIFFERS FROM THE AMOUNT APPLIED FOR.)

ARCHITECT:
By: Date: Feb. 20, 2020

THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER OR CONTRACTOR UNDER THIS CONTRAC

CONTINUATION SHEET
DICKEY • HINDS • MUIR Incorporated
P.O. Box 22555
Lincoln, NE 68542-2555
Federal ID. # 47-0706351
Invoice # 202001.014

Project: COL County Assessor Office Remodel
P.O. # :
Owner's Proj #: 19-287

APPLICATION # :	1/Partial
APPLICATION DATE :	1/29/2020
PERIOD TO :	01.31.20
ARCH. PROJECT NO :	19010
DHM JOB # :	9887

Percent Retainage= 5.00%

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS	WORK COMPLETED THIS APPLIC	MATERIALS STORED	COMPLETED & STORED	PERCENT	BALANCE TO FINISH	RETAINAGE 5.00%
1	General Conditions	4,540				0	0.00%	4,540.00	0.00
2	Enclosures	3,757				0	0.00%	3,757.00	0.00
3	Demolition Other	926				0	0.00%	926.00	0.00
4	Carpentry Rough	5,161				0	0.00%	5,161.00	0.00
5	Carpentry Finish	3,786				0	0.00%	3,786.00	0.00
6	Carpentry Finish Cabinets	1,926				0	0.00%	1,926.00	0.00
7	Thermal & Moisture	205				0	0.00%	205.00	0.00
8	Mtl Drs & Frs Carpentry	4,369				0	0.00%	4,369.00	0.00
9	Specialities	106				0	0.00%	106.00	0.00
10	06-Casework	8,712				0	0.00%	8,712.00	0.00
11	08-Doors & Fin Hard	22,580				0	0.00%	22,580.00	0.00
12	08-Glazing / Mirrors	1,915				0	0.00%	1,915.00	0.00
13	09-Mtl Studs/ Drywall	42,076				0	0.00%	42,076.00	0.00
14	09-Acoustic Ceilings	6,383				0	0.00%	6,383.00	0.00
15	09-Resilient Flrg / Base	1,558				0	0.00%	1,558.00	0.00
16	09-Painting	11,373				0	0.00%	11,373.00	0.00
17	21-Fire Sprinklers	14,792				0	0.00%	14,792.00	0.00
18	22-Plumbing	1,915				0	0.00%	1,915.00	0.00
19	23-HVAC	20,264				0	0.00%	20,264.00	0.00
20	26-Electrical	79,111				0	0.00%	79,111.00	0.00
21	Bond	4,805		4,805		4,805	100.00%	0.00	240.25
						0	#DIV/0!	0.00	0.00

APPROVED CHANGES TO THE CONTRACT

ITEM NO.		SCHEDULED VALUE	WORK COMPLETED PREVIOUS	WORK COMPLETED THIS APPLIC	MATERIALS STORED	COMPLETED & STORED	PERCENT	BALANCE TO FINISH	RETAINAGE 5.00%
CO 1						0.00	#DIV/0!	0.00	0.00
CO ?						0.00	#DIV/0!	0.00	0.00
CO ?						0.00	#DIV/0!	0.00	0.00
CO ?						0.00	#DIV/0!	0.00	0.00
CO ?						0.00	#DIV/0!	0.00	0.00
TOTALS		240,260	0.00	4,805.00	0.00	4,805.00	2.00%	235,455	240.25

1 = Original Contract Sum			240,260.00
2 = Change Orders			0.00
3 = Contract to Date			240,260.00
4 = Completed & Stored			4,805.00
5 = Retainage			
5a= 5.00%	240.25		
5b= 5.00%	0.00	240.25	
6 = Earned Less Retainage			4,564.75
7 = Previous Payments (line 6 from previous)			0.00
8 = Payment Due >>>>>>>>>>>>>>>>>>>			**4,564.75**
9 = Balance,Plus retainage			235,695.25

Col. D & E No. 5a	Col. F No. 5b
240.25	0.00

Retainage
240.25

THANK YOU

Appl #	1/Partial
Post	4,805.00
Retain	240.25
Pay	4,564.75

Change Order

SINCLAIR | hille architects

Project:	PBC Assessor / Register of Deeds Office Remodel	Change Order No.	001
		Initiation Date:	02/07/2020
		Architect's Project No.:	19010
Contractor:	Dickey Hinds Muir	Contract for:	General Construction
		Construction Date:	10/31/2019

You are directed to make the following changes in this Contract:

CPR #	Description	RFI / PR / ASI	Add Ded	Amount
01	Updated salvaged door locations	PR-001	Deduct $	(6,080.00)
			$	
			$	
			$	
			$	
			$	
			$	
			$	

The original contract sum was	$	240,260.00
Net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	240,260.00
The Contract Sum will be **decreased** by this Change Order	$	(6,080.00)
The New Contract Sum including this Change Order will be	$	**234,180.00**

The Contract time will be **unchanged**

The Date of Substantial Completion as of the date of this Change Order therefore is **06/15/2020**

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

Architect	Owner	Contractor
Sinclair Hille Architects 700 Q Street Lincoln, NE 68508	City of Lincoln, Public Builidng Comm. 920 O Street, Room 203 Lincoln, NE 68508	Dickey Hinds Muir PO Box 22555 Lincoln, NE 68542-2555
By _____	By _____	By _____
Date 2/7/20	Date _____	Date 2-20-2020

SINCLAIR hille
architects

Proposal Request

Project:	PBC Assessor / Register of Deeds Office Remodel	PR Number:	001
Architect's Project No:	19010	Date of Issuance:	1/22/20
Contractor:	Dickey Hinds Muir	Reference No.'s:	

This is not authorization to proceed with these changes. A detailed breakout including deducts and/or additional items should be provided for review.

Description: Update the locations of Salvaged and Reused Doors and HM Frames.

1. Sheet A001:
    a. 087100 DOOR HARDWARE
        i. Remove Hardware Set 2.0
2. Sheet AD100:
    a. Remove NOTE 4 from plan and change NOTE 4 text to read "NOT USED."
    b. Change NOTE 5 text to read "REMOVE AND SALVAGE HM FRAME ASSEMBLY AND GLAZING FOR REINSTALLTION IN OFFICE 111."
    c. Change NOTE 9 to read "REMOVE AND PREPARE PORTION OF WALL AS NEEDED FOR REINSTALLATION OF RELOCATED DOUBLE DOOR AND FRAME. REFER TO FLOOR PLAN FOR FINAL LOCATION."
    d. Change NOTE 10 text to read "REMOVE AND SALVAGE HM FRAME ASSEMBLY AND GLAZING FOR REINSTALLTION IN PRIVACY 120. PREPARE REMAINING OPENING FOR INFILL TO MATCH EXISTING CONDITIONS."
    e. Change NOTE 23 text to read "REMOVE AND SALVAGE DOUBLE DOOR AND FRAME FOR REINSTALLATION IN STORAGE 118."
    f. Add NOTE 25 "REMOVE DOOR AND FRAME IN THEIR ENTIRETY. PREPARE REMAINING OPENING FOR INFILL TO MATCH EXISTING CONDITIONS."

3. Sheet A100:
    a. Office 110
        i. Add NOTE 3
    b. Office 111
        i. Remove HM4
        ii. Install salvaged HM frame assembly and glazing
        iii. Move TV from South wall to East wall
        iv. Add NOTE 3
        v. Add NOTE 6 to East wall behind relocated TV
    c. Change Office 118 to Storage 118
        i. Remove HM4 and NOTE 3
        ii. Install salvaged double door and frame in South Wall.
        iii. Add NOTE 7
    d. Privacy 120
        i. Remove wood door and HM frame 120.1
        ii. Install salvaged HM frame assembly and glazing
        iii. Add NOTE 3

e. Add NOTE 4 to Lobby 100, Adjacent West Tenant, and Adjacent East Tenant

4. Sheet A102:
    a. G3 HM Frame Types
        i. Remove frame type HM4
    b. G10
        i. Update Door Schedule for doors 110.1, 111.1, 118.1, and 120.1

Attachments: Sheet A001, AD100, A100, A102

All work shall be in accordance with the terms, stipulations, and conditions of the original contract.

Issued by: Aubrey Wassubng - Sinclair Hille Architects Date: January 22, 2020

FEBRUARY 2020 Vouchers

VENDOR:	AMOUNT:
AMAZON	$297.68
BLACK HILLS UTILITY	$672.51
CARQUEST	$13.98
CITY OF LINCOLN FINANCE/ACCOUNTING	$962.50
CITY OF LINCOLN TREASURER	$9,972.30
CUMMINS INC	$465.90
CUSTOM COUNTERTOPS INC	$72.64
DENNIS SUPPLY COMPANY	$258.27
DIAMOND VOGEL PAINT	$101.81
DICKEY-HINDS MUIR INC	$30,150.75
EGAN SUPPLY COMPANY	$240.67
ELECTRONIC CONTRACTING	$269.91
EXECUTIVE ANSWERING SERVICE	$52.60
FASTENAL COMPANY	$52.93
FREMONT INDUSTRIES	$800.24
GRAYBAR ELECTRIC	$241.73
HUSKER ELECTRIC SUPPLY COMPANY	$86.13
ISOLITE CORPORATION	$135.00
JCI INDUSTRIES INC	$222.57
JOHNSON CONTROLS	$12,307.76
JOHNSTONE SUPPLY	$133.59
KINER SUPPLY	$1,015.70
LEE NE MEDIA GROUP	$36.18
LINCOLN ELECTRIC SYSTEM	$42,917.58
LINCOLN WATER SYSTEM	$1,030.40
LINCOLN WINNELSON SUPPLY	$118.92
MAILFINANCE	$2,099.34
MENARDS	$597.51
MIDWEST ALARM SERVICES	$994.55
MIDWEST DOOR AND HARDWARE	$6,081.00
MIDWEST TRAINING INSTITUTE	$100.00
MR YARDS AND MORE LLC	$1,406.50
NATIONAL EVERYTHING WHOLESALE	$2,358.81
NEBRASKA LANDSCAPE SOLUTIONS	$184.90
NEBRASKA PULMONARY	$363.75
NEOPOST INC	$1,096.48
NORLAND PURE	$70.05
OKEEFE ELEVATOR CO INC	$405.00
ORKIN LLC	$238.35
PARAMOUNT	$1.85
PLUNKETTS PEST CONTROL	$290.00
Q P ACE HDWE	$49.86

ROBERT BROOKE & ASSOCIATE	$40.82
SANAIR TECHNOLOGIES LAB	$21.75
SCHINDLER ELEVATOR CORP	$1,679.45
SHERWIN WILLIAMS	$113.47
SINCLAIR HILLE & ASSOCIATES	$1,856.25
SMALL ENGINE SPECIALISTS	$64.33
THE HOME DEPOT PRO	$2,056.30
TOO FAST SUPPLY	$249.98
TOTAL TOOL SUPPLY	$134.21
UNITED STATES TREASURY (BOB AND DON'S PLUMBING TAX LEVY)	$180.00
URIBE REFUSE SERVICES LLC	$2,624.00
VERIZON WIRELESS	$799.95
VOSS LIGHTING	$72.50
WINDSTREAM	$1,837.59

Grand Total	**$130,698.80**

CITY OF LINCOLN NEBRASKA WELLNESS PROGRAM

LANCASTER COUNTY NEBRASKA WELLNESS PROGRAM

City of Lincoln and Lancaster County Departments invite you...

to participate in our 8th annual City County Employee Wellness Fair
on
Wednesday, April 8, 2020 from 10 am to 1:00 pm
at the City County Building (555 S. 10th St.)
to promote wellness
(nutrition, physical activity, stress management,
medical self-care, financial wellness, etc.)
for City and County employees and the community.

One table will be provided for you.
You will just need to bring your own business materials/ handouts/ advertisements and someone to staff your table from 10 am to 1:00 pm on April 8, 2020.

Please email or call to reserve your table:
Mike Heyl
mheyl@lincoln.ne.gov
402-441-3889

Please respond no later than Friday, March 6, 2020.
Space is limited.
Access to electrical outlets is also limited, so if you need electricity, please inform Mike Heyl via email.
You will need to provide your own cords.

Attendance is expected to be approximately 350 adults.

An email with parking and other set-up information will be sent out before the April 8, 2020 Wellness Fair.

AMENDMENT TO CONTRACT
Annual Services
Yearly Maintenance of Automated External Defibrillators
Quote No. 5245
City of Lincoln-Lancaster County Public Building Commission
Renewal
LifeGuard MD, Inc.

This Amendment is hereby entered into by and between LifeGuard MD, Inc., 14503 Grover St., Ste. 103, Omaha, NE 68144 (hereinafter "Contractor") and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "PBC"), for the purpose of amending the Contract executed by the City of Lincoln-Lancaster County Public Building Commission, on March 1, 2016, for Annual Services – Yearly Maintenance of Automated External Defibrillators, Quote No. 5245, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is March 1, 2016 through February 29, 2020, with the option to renew for one (1) additional four (4) year term upon written mutual consent of both parties; and

WHEREAS, the parties hereby renew the Contract for an additional four (4) years beginning March 1, 2020 through February 29, 2024; 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 City of Lincoln-Lancaster County Public Building Commission Contract dated March 1, 2016, all amendments thereto, and as stated herein, the parties agree as follows:

1) The parties hereby renew the Contract for an additional four (4) years beginning March 1, 2020 through February 29, 2024.
2) 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.
3) 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
Lancaster County Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Services
Yearly Maintenance of Automated External Defibrillators
Quote No. 5245
City of Lincoln-Lancaster County Public Building Commission
Renewal
LifeGuard MD, Inc.

Please sign, date and return within 10 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:	LifeGuard MD, Inc
By: (Please Sign)	Patricia J Wrich
By: (Please Print)	Patricia J Wrich
Title:	President
Company Address:	14503 Grover St. Ste 103
Company Phone & Fax:	402-898-4141 (f) 402-898-5641
E-Mail Address:	info@lifeguardmdusa.com
Date:	2-7-2020
Contact Person for: Service or Orders"	Karen Davis Dix
Contact Phone Number:	402-898-4141

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Annual Services
Yearly Maintenance of Automated External Defibrillators
Quote No. 5245
City of Lincoln-Lancaster County Public Building Commission
Renewal
LifeGuard MD, Inc.

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

AMENDMENT TO CONTRACT
Annual Supply
Personal Protective Equipment (PPE) and First Aid Supplies
Bid No. 18-021
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Mid-Continent Safety, DXP (DXP Enterprises INC)

This Amendment is hereby entered into by and between Mid-Continent Safety, DXP (DXP Enterprises INC), PO Box 201791, Dallas, TX 75320-1791 (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 6, 2018 executed under City Executive Order No. 91608, and County Contract C-18-0111, dated March 6, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on March 20, 2018, for Annual Supply - Personal Protective Equipment (PPE) and First Aid Supplies, Bid No. 18-021, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is March 20, 2018 through March 20, 2019, 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 Executive Order No. 92778, executed by the City on February 11, 2019, and by County Contract C-19-0093 executed by the County Board on February 19, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission on January 12, 2019, to renew the contract for an additional one (1) year term from March 20, 2019 through March 19, 2020; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning March 20, 2020 through March 20, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $60,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed $1,200.00 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 $1,000.00 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. 91608 and County Contract C-18-0111, 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 March 20, 2020 through March 20, 2021.
2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $60,000.00 without approval by the City of Lincoln.
3) The expenditures for Lancaster County for the term of this renewal shall not exceed $1,200.00 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 $1,000.00 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

AMENDMENT TO CONTRACT
Annual Supply
Personal Protective Equipment (PPE) and First Aid Supplies
Bid No. 18-021
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Mid-Continent Safety, DXP (DXP Enterprises INC)

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

E-mail to: Debbie Winkler
dwinkler@lincoln.ne.gov

Company Name:	Mid-Continent Safety, a DXP Company
By: (Please Sign)	John Curtis
By: (Please Print)	John Curtis
Title:	Regional Territory Manager
Company Address:	9610 J Street Omaha NE 68127
Company Phone & Fax:	800-678-7831 Fax 402-593-0446
E-Mail Address:	jcurtis@dxpe.com
Date:	2-24-2020
Contact Person for Orders or Service	John Curtis
Contact Phone Number:	800-678-7831

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Personal Protective Equipment (PPE) and First Aid Supplies
Bid No. 18-021
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Mid-Continent Safety, DXP (DXP Enterprises INC)

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Leirion Gaylor Baird, Mayor

Approved by Executive Order No._____

dated _____

Lancaster County Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Personal Protective Equipment (PPE) and First Aid Supplies
Bid No. 18-021
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Mid-Continent Safety, DXP (DXP Enterprises INC)

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Personal Protective Equipment (PPE) and First Aid Supplies
Bid No. 18-021
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Mid-Continent Safety, DXP (DXP Enterprises INC)

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____
Public Building Commission Attorney

_____
Chairperson, Public Building Commission

dated _____

AMENDMENT TO CONTRACT
Annual Requirements
Fluorescent Bulb and Battery Recycling Services
Quote No. 5798
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
A-TEC Recycling

This Amendment is hereby entered into by and between A-TEC Recycling, PO Box 17099, Des Moines, IA 50317 (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 29, 2018 executed under City Directorial Order No. 18926, and County Contract C-18-0144, dated March 27, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on March 20, 2018, for Annual Requirements - Fluorescent Bulb and Battery Recycling Services, Quote No. 5798, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is March 29, 2018 through March 28, 2019, 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. 21164, executed by the City on March 28, 2019, and by County Contract C-19-0244 executed by the County Board on April 2, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission on April 9, 2019 to renew the contract for an additional one (1) year term from March 29, 2019 through March 28, 2020; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning March 29, 2020 through March 28, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $5,000.00 without approval by the City of Lincoln; and

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

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 18926 and County Contract C-18-0144, 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 March 29, 2020 through March 28, 2021.
2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $5,000.00 without approval by the City of Lincoln.
3) The expenditures for Lancaster County for the term of this renewal shall not exceed $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 $500.00 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

AMENDMENT TO CONTRACT
Annual Requirements
Fluorescent Bulb and Battery Recycling Services
Quote No. 5798
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
A-TEC Recycling

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:	A-TEC Recycling, Inc.
By: (Please Sign)	Larry Young
By: (Please Print)	Larry Young
Title:	President
Company Address:	P.O. Box 57580 Pleasant Hill, IA 50317
Company Phone & Fax:	515-244-7357 P 515-263-6970
E-Mail Address:	lyoung@a-tec-recycling.com
Date:	February 25, 2020
Contact Person for Orders or Service	Biff Moore
Contact Phone Number:	515-244-7357

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Annual Requirements
Fluorescent Bulb and Battery Recycling Services
Quote No. 5798
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
A-TEC Recycling

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

AMENDMENT TO CONTRACT
Annual Requirements
Fluorescent Bulb and Battery Recycling Services
Quote No. 5798
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
A-TEC Recycling

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Annual Requirements
Fluorescent Bulb and Battery Recycling Services
Quote No. 5798
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
A-TEC Recycling

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

ATECR-1

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/08/2019

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

PRODUCER
712-732-3747
Stille Pierce & Pertzborn
112 East 5th Street
Storm Lake, IA 50588
Michael J. Pertzborn

CONTACT NAME: Summer Meisheid
PHONE (A/C, No, Ext): 712-732-3747 FAX (A/C, No): 712-732-2808
E-MAIL ADDRESS: summer@sppinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Homeland Insurance Co. of NY	
INSURER C :	
INSURER D : AM Best (A)= A+ NAIC:10677	
INSURER E : AM Best (B)= A u NAIC: 34452	
INSURER F :	

INSURED
A-TEC Recycling, Inc.
Attn: Larry Young
PO Box 57580
Pleasant Hill, IA 50317

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		EPP0335011 (INCLUDED)	07/01/2019	07/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X		EBA0335011	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EPP0335011	07/01/2019	07/01/2020	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	EWC0389915-03 ALL STATES EXCEPT MONOPOL	07/01/2019	07/01/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Pollution Liab.			793-00-47-46-0003	07/01/2019	07/01/2020	Pollution Agg	6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Lincoln, NE; Lancaster County, NE and Lincoln-Lancaster County Public Building Commission are listed as Additional Insured on the General Liability and Auto policies with a Waiver of Subrogation on the Workers Comp. A 30 day written notice of cancellation is required.

CERTIFICATE HOLDER

CITOFLI

City of Lincoln/Lancaster Cty.
Lincoln-Lancaster Cty. Public
Building Commission
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

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THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: EPP 033 50 11

Named Insured is the same as it appears in the Common Policy Declarations

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	$ 1,000,000	
GENERAL AGGREGATE LIMIT	$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT $100,000 limit unless otherwise indicated herein:	$ SEE GA210	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT $5,000 limit unless otherwise indicated herein:	$ SEE GA210	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE A - Area B - Payroll C - Gross Sales D - Units E - Other	RATE Products / Completed Operations	RATE All Other	ADVANCE PREMIUM Products / Completed Operations	ADVANCE PREMIUM All Other
BUILDING MATERIAL DISTRIBUTORS (IA)	10257	C 112,299	.386	.188	43	21
BUILDINGS OR PREMISES LRO - OT NFP (IA) INCL PROD AND/OR COMP OP	61217	A 25,000		15.468		387
SNOW & ICE REMOVAL - CONTRACTOR (IA)	99310	B IF ANY	42.936	4.659	STA	STA
LOC. 1 - IA RECYCLING COLLECTION CENTERS - OT NFP INCL PROD AND/OR COMP OP	47146	C 1,708,704		4.677		7,992
BROADENED COVERAGE	20291			2.5%		211

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM $ 8,654

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

GA101	12/04	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
GA4497	09/17	NOTICE TO POLICYHOLDERS COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENTS EDITION 09 17
CG0300	01/96	DEDUCTIBLE LIABILITY INSURANCE
CG2292	12/07	SNOW PLOW OPERATIONS COVERAGE
GA210	09/17	COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

GA3024	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
GA323	10/01	EXCLUSION - LEAD LIABILITY
GA369	09/17	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS ("EIFS") AND DIRECT-APPLIED EXTERIOR FINISH SYSTEMS ("DEFS") - BROAD FORM WITH SPECIFIED EXCEPTIONS
GA382	03/02	FUNGI OR BACTERIA EXCLUSION

THE CINCINNATI INSURANCE COMPANIES

The Cincinnati Insurance Company
A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141
Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

Billing Method: DIRECT BILL EFT

POLICY NUMBER EPP 033 50 11 / EBA 033 50 11

NAMED INSURED A TEC RECYCLING INC

ADDRESS (Number & Street, Town, County, State & Zip Code)
PO BOX 57580
PLEASANT HILL, IA 50317-0010.

Previous Policy Number:
EPP0335011

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

All coverages except Automobile and / or Garage
Policy number: EPP 033 50 11 FROM: 07-01-2019 TO: 07-01-2020

Automobile and / or Garage
Policy number: EBA 033 50 11 FROM: 07-01-2019 TO: 07-01-2020

Agency STILLE PIERCE & PERTZBORN 14-028
City STORM LAKE, IA

Legal Entity / Business Description

ORGANIZATION (ANY OTHER)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IL0017	11/98	COMMON POLICY CONDITIONS
IA102A	09/08	SUMMARY OF PREMIUMS CHARGED
IA904	04/04	SCHEDULE OF LOCATIONS
IA4427	02/13	NOTICE OF LOSS CONTROL SERVICES
IA4493	09/17	NOTICE TO POLICYHOLDERS - EXTERIOR INSULATION AND FINISH SYSTEMS ("EIFS") AND DIRECT-APPLIED EXTERIOR FINISH SYSTEMS ("DEFS") EDITION 09 17
IP446	08/01	NOTICE TO POLICYHOLDERS
IA319	01/15	EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM
IA4006	07/10	SPECIAL PER OCCURRENCE DEDUCTIBLE ENDORSEMENT
IA4104IA	09/16	IOWA CHANGES - CANCELLATION AND NONRENEWAL
IA4338	05/11	SIGNATURE ENDORSEMENT
IA4387IA	09/11	IOWA CHANGES - ACTUAL CASH VALUE
IL0022	05/87	EFFECTIVE TIME CHANGES - REPLACEMENT OF 12 NOON
IA4087	09/17	CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY
FM502	07/08	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
GA532	07/08	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
GA531	07/08	CLAIMS-MADE EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM DECLARATIONS
MA573	06/07	ELECTRONIC DATA PROCESSING EQUIPMENT COVERAGE FORM DECLARATIONS
MA572	06/07	TRANSPORTATION COVERAGE PART DECLARATIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage	3
2. Unintentional Failure To Disclose Hazards	9
3. Damage To Premises Rented To You	9
4. Supplementary Payments	10
5. Medical Payments	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	10
7. Waiver Of Subrogation	11
8. Automatic Additional Insured - Specified Relationships:	11
• Managers Or Lessors Of Premises;	
• Lessor Of Leased Equipment;	
• Vendors;	
• State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and	
• Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment	14
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	15
11. Broadened Notice Of Occurrence	15
12. Nonowned Aircraft	15
13. Bodily Injury Redefined	15
14. Expected Or Intended Injury Redefined	15
15. Former Employees As Insureds	15

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. **Employee Benefit Liability Coverage**

   Each Employee Limit: $1,000,000
   Aggregate Limit: $3,000,000
   Deductible Amount: $ 1,000

3. **Damage To Premises Rented To You**

   The lesser of:

   a. The Each Occurrence Limit shown in the Declarations; or

   b. $500,000 unless otherwise stated $ _____

4. **Supplementary Payments**

   a. Bail Bonds: $ 2,500

   b. Loss Of Earnings: $ 500

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5. **Medical Payments**

Medical Expense Limit: $ 10,000

9. **Property Damage To Borrowed Equipment**

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

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C. Coverages

1. **Employee Benefit Liability Coverage**

a. The following is added to **Section I - Coverages:**

Employee Benefit Liability Coverage

(1) **Insuring Agreement**

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) **Exclusions**

This insurance does not apply to:

(a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

(b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

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(c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

(d) **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) **Workers' Compensation And Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) **Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) **Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) **Employment-Related Practices**

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or

(4) Consequential liability as a result of **(1)**, **(2)** or **(3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) **Supplementary Payments**

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. **Who Is An Insured**

As respects **Employee Benefit Liability Coverage, Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the con-

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duct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. **Limits Of Insurance**

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by

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such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) **Deductible Amount**

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. **Additional Conditions**

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

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(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

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d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

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2. **Unintentional Failure To Disclose Hazards**

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. **Damage To Premises Rented To You**

a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

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2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. **Limit Of Insurance**

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B. Limits Of Insurance, 3. Damage To Premises Rented To You** of this endorsement.

4. **Supplementary Payments**

Under **Section I - Supplementary Payments - Coverages A And B:**

a. Paragraph **2.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **4.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. **Medical Payments**

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. **180 Day Coverage For Newly Formed Or Acquired Organizations**

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Insurance under this provision is afforded only until the 180th day after

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you acquire or form the organization or the end of the policy period, whichever is earlier;

7. **Waiver Of Subrogation**

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. **Automatic Additional Insured - Specified Relationships**

a. The following is added to **Section II - Who Is An Insured:**

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) **Managers Or Lessors Of Premises**

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) **Lessor Of Leased Equipment**

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) **Vendors**

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

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vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c) (i) 4)** or **6)** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part

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or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) **State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises**

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) **Mortgagee, Assignee Or Receiver**

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, 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 written contract, written agreement, written permit or written authorization described

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in Paragraph **8.a.(1)** of this endorsement; 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. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. **Property Damage To Borrowed Equipment**

a. The following is added to **Exclusion 2.j. Damage To Property** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

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(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. **Employees As Insureds - Specified Health Care Services And Good Samaritan Services**

Paragraph **2.a.(1)(d)** under **Section II - Who Is An Insured** does not apply to:

a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. **Broadened Notice Of Occurrence**

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. **Nonowned Aircraft**

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. **Bodily Injury Redefined**

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. **Expected Or Intended Injury Redefined**

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. **Former Employees As Insureds**

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

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THE CINCINNATI INSURANCE COMPANY

CINCINNATI, OHIO

BUSINESS AUTO COVERAGE PART DECLARATIONS

ITEM ONE
Attached to and forming part of POLICY NUMBER: EBA 033 50 11
Named Insured is the same as it appears in the Common Policy Declarations.

ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS

This coverage part provides only those coverages where a premium or "incl" is shown in the premium column below. The limit of insurance for each coverage listed is subject to all applicable policy provisions. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	1	$ 1,000,000	INCL
PERSONAL INJURY PROTECTION (or equivalent No-fault coverage)		Separately stated in each P.I.P. endorsement minus $ Ded.	
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault coverage)		Separately stated in each added P.I.P. endorsement	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in each P. P.I. endorsement minus $ Ded for each accident	
AUTO. MEDICAL PAYMENTS	2	$ 5,000	INCL
UNINSURED MOTORISTS	2	$ 1,000,000	INCL
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	2	$ SEE AA4183	INCL
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	Actual cash value or cost of repair, Whichever is less minus $ SEE AA4183 Ded. For each covered auto. But no Deductible applies to loss caused by Fire or lightning. See Item Three for hired or borrowed "autos"	INCL
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		Actual cash value or cost of repair, Whichever is less minus $ Ded. For Each covered auto. For loss caused by mischief or vandalism. See Item Three for hired or borrowed "autos"	
PHYSICAL DAMAGE COLLISION COVERAGE	7	Actual cash value or cost of repair, Whichever is less minus $ SEE AA4183 Ded for each covered auto. See Item Three for hired or borrowed "autos".	INCL
PHYSICAL DAMAGE INSURANCE TOWING AND LABOR		$ for each disablement of a private passenger auto	
PREMIUM FOR ENDORSEMENTS			
		*ESTIMATED TOTAL PREMIUM	INCL

FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:

AA4183 02/06 AUTOMOBILE SCHEDULE
AA101 03/06 BUSINESS AUTO COVERAGE FORM
AA288 01/16 CINCIPLUS BUSINESS AUTO XC+ (EXPANDED COVERAGE PLUS ENDORSEMENT)
AA2009 01/17 CHANGES - TOWING AND LABOR

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FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:

AA296	07/12	CHANGES - AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE
AA4041	03/06	INDIVIDUAL NAMED INSURED
AA4263	04/10	OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE ENDORSEMENT
AA498IA	10/11	IOWA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE
AP401IA	11/13	IOWA UNINSURED/UNDERINSURED MOTORISTS COVERAGE OFFER TO SELECT OR REJECT COVERAGE
CA9944	12/93	LOSS PAYABLE CLAUSE
AA261	07/14	AUTO MEDICAL PAYMENTS COVERAGE
AA288	01/16	CINCIPLUS® BUSINESS AUTO XC+® (EXPANDED COVERAGE PLUS) ENDORSEMENT

* This policy may be subject to final audit

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

X **C. Additional Insured by Contract**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **Section II - Liability Coverage, A. Coverage, 1. Who is an Insured:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is amended by replacing Paragraph **5.b.** with the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. **Audio, Visual and Data Electronic Equipment**

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

   a. The actual cash value of the damaged or stolen property as of the time of the "accident";

   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

   c. $2,500.

   Provided the equipment, at the time of the "loss" is:

   a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;.

   b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

   c. An integral part of such equipment.

F. **Who is an Insured - Amended**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

   However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

   a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

   b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

   c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

   d. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. **Liability Coverage Extensions - Supplementary Payments - Higher Limits**

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. **Amended Fellow Employee Exclusion**

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. **Hired Auto - Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above.

J. **Rental Reimbursement**

SECTION III - PHYSICAL DAMAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

   a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

   b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

   a. Necessary and actual expenses incurred; or

   b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

K. **Transportation Expense - Higher Limits**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses.**

L. **Airbag Coverage**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. **Loan or Lease Gap Coverage**

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

   a. The most we will pay for "loss" in any one "accident" is the greater of:

      (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

         (a) Overdue lease or loan payments;

         (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

         (c) Security deposits not refunded by the lessor;

         (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

         (e) Carry-over balances from previous loans or leases, or

      (2) Actual cash value of the stolen or damaged property.

   b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

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2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage:**

   "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **Section V - Definitions, H.** "Insured contract", **1.c.** is amended to read:

   c. An easement or license agreement;

2. **Section V - Definitions, H.** "Insured contract", **2.a.** is deleted.

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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

R R DONNELLEY & SONS COMPANY
111 S WACKER DR 37TH FL
CHICAGO, IL 60808

CITY OF LINCOLN/LANCASTER COUNTY
555 SOUTH 10TH ST
LINCOLN-LANCASTER COUNT PUBLIC BUILDING COMMISSION
LINCOLN, NE 68508

FORSELLES II PARTNERS LLC AND RYAN COMPANIES US INC
14001 UNIVERSITY AVE SUITE 300
ATTN REAL ESTATE MANAGEMENT
CLIVE, IA 50325

MDM EQUITY 2015 LLC AND RYAN COMPANIES US INC
14001 UNIVERSITY AVE SUITE 300
ATTN REAL ESTATE MANAGEMENT
CLIVE, IA 50325

GREATAMERICAN BUILDING LLC C/O RYAN COMPANIES US INC
625 FIRST ST SE SUITE 175
ATTN PROPERTIES
CEDAR RAPIDS, IA 52401

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 07-01-2019 Policy No. EWC 038 99 15-03 Endorsement No.

Insured A TEC RECYCLING INC

Insurance Company THE CINCINNATI CASUALTY COMPANY Premium $INCL

Countersigned by _____

© 1983 National Council on Compensation Insurance.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Number of days' notice (other than nonpayment of premium): 30

1. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in Schedule before the effective date of cancellation or nonrenewal.
2. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
3. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
4. In no event will coverage extend beyond the actual date of the actual expiration, termination or cancellation of the policy.

Notwithstanding the provisions above, in no event will the number of days' notice for cancellation or for nonrenewal be fewer than the number of days required by law.

SCHEDULE

Name and mailing address of person(s) or organization(s):

CITY OF LINCOLN/LANCASTER COUNTY. LINCOLN-LANCASTER COUNT
PUBLIC BUILDING COMMISSION
555 S 10TH ST
LINCOLN, NE 68508-2803

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 07-01-2019 Policy No. EWC 038 99 15-03 Endorsement No.

Insured A TEC RECYCLING INC

Insurance Company THE CINCINNATI CASUALTY COMPANY Premium $INCL

Countersigned by _____

AMENDMENT TO CONTRACT
Unit Price
Commercial Grade Door Security Access Control System and Service
Bid No. 18-044
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Inteconnect

This Amendment is hereby entered into by and between Inteconnect, 2108 S. 156th Circle, Omaha, NE 68130 (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 19, 2018 executed under City Executive Order No. 91756, and County Contract C-18-0167, dated April 10, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on April 10. 2018, for Unit Price - Commercial Grade Door Security Access Control System and Service, Bid No. 18-044, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is April 19, 2018 through February 28, 2019, with the option to renew for four (4) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Executive Order No. 92806, executed by the City on February 21, 2019, and by County Contract C-19-0094 executed by the County Board on February 19, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission on February 12, 2019, to renew the contract for an additional one (1) year term from March 1, 2019 through February 29, 2020; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning March 1, 2020 through February 28, 2021; 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 $20,000.00 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 $20,000.00 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. 91756 and County Contract C-18-0167, 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 March 1, 2020 through February 28, 2021.
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 $20,000.00 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 $20,000.00 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

Tracking No. 20010178

Vendor Signature Page

AMENDMENT TO CONTRACT
Unit Price
Commercial Grade Door Security Access Control System and Service
Bid No. 18-044
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Inteconnect

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

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

Company Name:	Inteconnect Inc. D/B/A Intecomex
By: (Please Sign)	Marcus K Meyer
By: (Please Print)	Marcus K. Meyer
Title:	President
Company Address:	4531 S. 88th St., Ste. B, Omaha, NE 68127
Company Phone & Fax:	319-739-0868 Fax: 319-294-6672
E-Mail Address:	mmeyer@inteconnex.com
Date:	1/31/2020
Contact Person for Orders or Service	Matt Hoeke
Contact Phone Number:	402-670-8515

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Unit Price
Commercial Grade Door Security Access Control System and Service
Bid No. 18-044
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Inteconnect

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Leirion Gaylor Baird, Mayor

Approved by Executive Order No._____

dated _____

Lancaster County Signature Page

AMENDMENT TO CONTRACT
Unit Price
Commercial Grade Door Security Access Control System and Service
Bid No. 18-044
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Inteconnect

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Unit Price
Commercial Grade Door Security Access Control System and Service
Bid No. 18-044
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Inteconnect

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____	_____
Public Building Commission Attorney	Chairperson, Public Building Commission
	dated _____

COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

Construction Performance Bond
Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

To accompany the Construction Performance Bond (EJCDC No.1910-28A) and the Construction Payment Bond (EJCDC No. 1910-28B)
Prepared by the Engineers' Joint Contract Documents Committee

BOND NUMBER: 54220034

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Inteconnect Inc. DBA Inteconnex
1065 Sierra Ct NE, Unit A
Cedar Rapids IA 52402

SURETY (Name and Principal Place of Business):
United Fire & Casualty Company
118 Second Avenue SE PO Box 73909
Cedar Rapids IA 52407-3909

Owner (Name and Address):
City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT
Date: **February 29, 2020 through February 28, 2021**
Amount: **$50,000.00 (Fifty Thousand Dollars & Zero Cents)**

Description (Name and Location):
For all labor, material and equipment necessary for Unit Price - Commercial Grade Door Security Access Control System and Service, Bid No. 18-044.

BOND
Date: **February 29, 2020 through February 28, 2021**
Amount: **$50,000.00 (Fifty Thousand Dollars & Zero Cents)**
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Inteconnect Inc. DBA Inteconnex
1065 Sierra Ct NE, Unit A
Cedar Rapids IA 52402

Signature: Marcus K Meyer
Name & Title: Marcus K. Meyer, President

SURETY
Company: (Corp.Seal)

United Fire & Casualty Company
118 Second Avenue SE PO Box 73909
Cedar Rapids IA 52407-3909

Signature:
Name and Title: **Cassandra J. Daley - Attorney In Fact**

EJCDC NO. 1910-28a (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
   3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
   3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
   3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
   4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
   4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors: or
   4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
   4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefor to the Owner; or
      2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
   6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
   6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; an d
   6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
    12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
    12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
    12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
    12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

BOND NUMBER: 54220034

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Inteconnect Inc. DBA Inteconnex
1065 Sierra Ct NE
Cedar Rapids IA 52402

SURETY (Name and Principal Place of Business):

United Fire & Casualty Company
118 Second Avenue SE PO Box 73909
Cedar Rapids IA 52407-3909

Owner (Name and Address):
City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT
Date: **February 29, 2020 through February 28, 2021**
2021 Amount: **$ 50,000.00 (Fifty Thousand Dollars & Zero Cents)**

Description (Name and Location):
For all labor, material and equipment necessary for Unit Price - Commercial Grade Door Security Access Control System and Service, Bid No. 18-044.

BOND
Date: **February 29, 2020 through February 28, 2021**
Amount: **$50,000.00 (Fifty Thousand Dollars & Zero Cents)**

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Inteconnect Inc. DBA Inteconnex
1065 Sierra Ct NE, Unit A
Cedar Rapids IA 52402

Signature: Marcus K Meyer
Name and Title: Marcus K. Meyer, President

SURETY
Company: (Corp. Seal)

United Fire & Casualty Company
118 Second Avenue SE PO Box 73909
Cedar Rapids IA 52407-3909

Signature:
Name and Title: **Cassandra J. Daley - Attorney In Fact**

EJCDC NO. 1910-28B (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:

   4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.

   4.2 Claimants who do not have a direct contract with the Contractor:

   1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and

   2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

   3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

   6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

   6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.

   By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS

    15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

    15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

    15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - NAME, ADDRESS AND TELEPHONE)
AGENT OR BROKER: OWNER'S REPRESENTATIVE (ARCHITECT, ENGINEER OR OTHER PARTY)

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

TIMOTHY J. GASSMANN, KEVIN S. MEASE, CASSANDRA J. DALEY, JENNIFER J. FREYMARK, JOAN A. BONEWITZ, MICHAEL L. BYL, LORI A. FRERICHS, KATIE A. MCGLAUN, ANDREW J. SCANLON, MEGAN A. KUKER, GLENDA R. TIBBEN, NORMA J. CREIGHTON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 15th day of November, 2021 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of November, 2019

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:

On 15th day of November, 2019, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 4/23/2021

Judith A Jones
Notary Public
My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 29th day of February, 2020.

By: Mary A. Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0045 122017

This paper has a colored background and void pantograph.

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, Marcus K. Meyer, do hereby certify that all equipment to be used on City Bid No. 18-044, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Douglas County, Nebraska.

DATED this 6th day of February, 2020.

By: Marcus K Meyer

Title: President

STATE OF ~~NEBRASKA~~ Iowa)
) ss.
COUNTY OF Linn)

On February 6th, 2020, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came _____, 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.

Notary Public

(S E A L)

NOTARIAL SEAL IOWA
HAILEY S RUTHERFURD
Commission Number 807634
My Commission Expires
November 27, 2022

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, Nebraska Revised Statutes 48-2901 to 48-2912 and City of Lincoln Executive Order 083319,

I, Marcus K. Meyer, 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 NRS 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 the City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission. 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 the City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission 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: Marcus Kent Meyer
(First, Middle, Last)

SIGNATURE: Marcus K Meyer

TITLE: President

State of ~~Nebraska~~ Iowa)
) ss.
County of Linn)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 10th day of February, 2020.

HAILEY S RUTHERFURD
Commission Number 807634
My Commission Expires
November 27, 2022

Notary Public