Public Building Commission

Tuesday, August 11, 2020
County City Building
City Council Chambers
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 BUDGET HEARING

A. Approval of 2020-2021 Budget

Documents:

Publication Of Budget.pdf

2. ADJOURNMENT OF PUBLIC BUDGET HEARING

3. CALL TO ORDER

Public Building Commission Meeting

4. MINUTES

Approval of the previous Public Building Commission Meeting

Documents:

PBC Minutes 7 14 20.Pdf

5. OLD BUSINESS

A. County Assessor Remodel Update and Payment Application

Documents:

County Assessor Final Pay App 7.Pdf

B. Hall of Justice Front Security Entrance Update and Payment Application

Documents:

County Assessor Final Pay App 7.Pdf

C. Security Update

6. NEW BUSINESS

A. Approval of General Vouchers for July 2020

Documents:

July 2020 Vouchers.pdf

B. Sheriff's Office Investigations Area Remodel Bid Approval

Documents:

LSO Remodel UP Quote.pdf

C. Election of Officers

7. CONTRACT APPROVALS:

A. Memo of Understanding for Janitorial and Sanitation Supplies, Equipment and Related Service MOU083 National Everything Wholesale

Documents:

MOU083 National Everything Wholesale.pdf

B. Amendment to Memo Of Understanding for Fleet Services Parts and Equipment MOU046 OReilly Auto Parts

Documents:

MOU046 OReilly Auto Parts.pdf

C. Amendment to Memo of Understanding for Auto and Truck Replacement Parts and Tires MOU048 A Street Auto Parts Inc.

Documents:

MOU048 A Street Automotive.pdf

D. Amendment to Contract for Window Cleaning Services 14-155 GM Window Services

Documents:

14-155 GM Window Services.pdf

E. Amendment to Contract for Window Cleaning Services 14-155 Fish Window Company

Documents:

14-155 Fish Window.pdf

F. Amendment to Contract for Water Treatment Service Program 9120 Kurita America, Inc.

Documents:

9120 Kurita America Inc..Pdf

G. Amendment to Contract for Equipment and Accessory Rental #14-137 Sunbelt Rentals

Documents:

14-137 Sunbelt Rentals.pdf

H. Amendment to Contract for Equipment and Accessory Rental #14-137 NMC, Inc.

Documents:

14-137 NMC, Inc.pdf

I. Amendment to Contract for Equipment and Accessory Rental #14-137 Hamilton Equipment Company

Documents:

14-137 Hamilton Equipment.pdf

8. REPORT FROM ADMINISTRATIVE STAFF

Discussion of administrative items and confirmation of the next Public Building Commission Meeting on September 8, 2020.

9. ADJOURNMENT

NOTICE OF BUDGET HEARING
AND BUDGET SUMMARY

Public Building Commission
IN
Lancaster County County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 11 day of August 2020, at 1:30 o'clock P.M. at Council Chambers for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

Clerk/Secretary

2018-2019 Actual Disbursements & Transfers	$	12,513,898.00
2019-2020 Actual/Estimated Disbursements & Transfers	$	11,604,671.00
2020-2021 Proposed Budget of Disbursements & Transfers	$	12,779,849.00
2020-2021 Necessary Cash Reserve	$	-
2020-2021 Total Resources Available	$	12,779,849.00
Total 2020-2021 Personal & Real Property Tax Requirement	$	4,767,240.00
Unused Budget Authority Created For Next Year	$	-

Breakdown of Property Tax:

Personal and Real Property Tax Required for Non-Bond Purposes	$	1,105,016.25
Personal and Real Property Tax Required for Bonds	$	3,659,223.75

MINUTES
PUBLIC BUILDING COMMISSION
TUESDAY, JULY 14, 2020 1:30 P.M.
CITY COUNCIL CHAMBERS
COUNTY CITY BUILDING

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

OTHERS PRESENT: Kerin Peterson, Jeff Kirkpatrick, John Kay, Jeff Chadwick, Yohance Christie Rachel Garver and Margaret Bohy.

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

The meeting minutes from June 9, 2020 were presented for approval. Sean Flowerday motioned for approval and Roma Amundson seconded. The vote carried with Jane Raybould abstaining.

County Assessor Remodel – John Kay, Sinclair Hille Architects submitted payment application #6R1 for $53,637.00 for approval. This pay application includes all expenses minus the retainage as project is almost complete other than a few items on punch list. Jane Raybould moved for approval and Chris Callihan seconded the motion. The vote carried.

Hall of Justice Front Security Entrance Remodel – Jeff Chadwick, The Clark Enersen Partners submitted payment application #9 for $5,218.35 for approval. Roma Amundson motioned for approval and Jane Raybould seconded. The vote carried. Jeff updated they have encountered some phasing issues but are moving forward. The security scanners and metal detectors have arrived and are awaiting installation. There may be a slight delay in the final completion due to shipping delays but the contractor is working to avoid those issues.

Security Update – No security update.

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

District Court Utilizing 3rd Floor 605 Building Space – Kerin reported that she received permission to remove the doors to this space which will simplify the project. She has placed an order for the fire alarms needed and a UP bid request is out for drywall and should have all responses by end of the week. She reported the judges are content with the space and Clerk of the District Court will be responsible for the video equipment needed.

There were fourteen contract approvals submitted by Purchasing:

a. Contract for Annual Supply of Motor Fuel #20-137 Whitehead Oil Company;
b. Amendment to Memo of Understanding for Paint and Related Products MOU031 Sherwin-Williams Company;
c. Amendment to Memo of Understanding for Paint and Related Products MOU031 Diamond Vogel;
d. Amendment to Memo of Understanding for Health and Safety, Medical, Surgical, and First Aid Related Equipment, Supplies, Accessories and Services #MOU034 McKesson Medical-Surgical Government Solutions, LLC;

e. Amendment to Contract for Fire Alarm Panel Inspection, Testing, and Repair #5682 Total Fire and Security, Inc.;
f. Amendment to Contract for Ice Melt #19-153 Egan Supply;
g. Amendment to Contract for Ice Melt #19-153 Helena Chemical Company;
h. Amendment to Contract for Window Cleaning Services #14-155 G&M Window Services LLC;
i. Amendment to Contract for Water Treatment Service Program #9120 Kurita America, Inc.;
j. Amendment to Contract for Tree Trimming and Removal services #18-066 New Heights Tree Service;
k. Amendment to Contract for Office Seating #18-117 Office Interiors and Design, Inc.;
l. Amendment to Contract for Office Seating #18-117 emcompas;
m. Amendment to Contract for Office Seating #18-117 All Makes Office Equipment Co. of Lincoln;
n. Amendment to Contract for Ice Melt #19-153 Nebraska Landscape Solutions;

Jane Raybould motioned for approval of all contracts. Roma Amundson seconded. Richard Meginnis asked what the changes were on the Whitehead Oil Company contract and Jeff Kirkpatrick explained that it was a price locking contract for gas purchases for the City, County and includes the Public Building commission. The vote carried.

The next meeting of the Public Building Commission will be August 11, 2020.

Report from Administrative Staff – Kerin gave an update that we submitted $13,893.00 to the CARES grant in equipment, supplies and materials for the building the Plexiglas areas of many agencies. Roma asked Rachel Garver to come forward and there was a discussion of six foot distancing markers for her constituents. Rachel reported the 46th & 'R' and West 'O' locations all have the stickers on the floor but the downtown location does not and she is concerned of upcoming traffic with taxes due. She is also requesting a drop box and potentially adding that with the way finding project listed in the facilities study. Kerin will work with Rachel to determine the best traffic flow for her downtown office. Kerin will schedule a tour of the County Assessor remodel after the August PBC meeting. The August meeting will include the Budget Hearing and the election of officers.

With no further business Roma Amundson moved to adjourn, Jane Raybould 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	Project: COL County Assessor Office Remodel P.O. # : Owner's Project #: 19-287 Project Mgr: Kerin Peterson	Application Number: 7/Final Period To: 07.31.20 Arch. Project Number: 19010	Distribution to: ☐ Owner ☐ Architect ☐ Contractor
From (Contractor):	DICKEY ▪ HINDS ▪ MUIR Incorporated PO Box 22555 Lincoln NE 68542-2555	VIA (Architect): Sinclair Hille Architects 700 Q Street Lincoln, NE 68508	Contract Date: 01.29.20 DHM Job# 9887 Invoice # 202007.033	
Contract For:	General Construction		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		-$6,080.00
3. Contract Sum to Date (Line 1 + 2)		$234,180.00
4. Total Completed and Stored to Date		$234,180.00
5. Retainage:		
A. 5% of Completed work.	$0.00	
B. 5% of Stored Material.	$0.00	
Total Retainage (Line 5A + 5B Total)		$0.00
6. Total Earned Less Retainage (Line 4 Less Line 5 Total)		$234,180.00
7. Less Previous Certificates for Payment (Line 6 from Prior Certificate)		$222,471.00
8. Current Payment Due		**$11,709.00**
9. Balance to Finish, Plus Retainage (Line 3 Less Line 6)		$0.00

Change Order Summary	Additions	Deductions
Total Changes Approved In Previous Months by Owner:	$0.00	-$6,080.00
Total Approved This Month	$0.00	$0.00
Totals	$0.00	-$6,080.00
Net Change by Change Orders >>>>>	-$6,080.00	

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: 8/6/2020

J. Adam Muir, President

State of: Nebraska

County of: Lancaster

Subscribed and Sworn to Before me this 6th day of August 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...../.... _____

(ATTACH EXPLANATION IF AMOUNT CERTIFIED DIFFERS FROM THE AMOUNT APPLIED FOR.)

ARCHITECT:

By: _____ Date: _____

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 # 202007.033

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

APPLICATION # :	7/Final
APPLICATION DATE :	8/6/2020
PERIOD TO :	07.31.20
ARCH. PROJECT NO :	19010
DHM JOB # :	9887
Percent Retainage=	0.00%

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 0.00%
1	General Conditions	4,540	4,540			4,540	100.00%	0.00	0.00
2	Enclosures	3,757	3,757			3,757	100.00%	0.00	0.00
3	Demolition Other	926	926			926	100.00%	0.00	0.00
4	Carpentry Rough	5,161	5,161			5,161	100.00%	0.00	0.00
5	Carpentry Finish	3,786	3,786			3,786	100.00%	0.00	0.00
6	Carpentry Finish Cabinets	1,926	1,926			1,926	100.00%	0.00	0.00
7	Thermal & Moisture	205	205			205	100.00%	0.00	0.00
8	Mtl Drs & Frs Carpentry	4,369	4,369			4,369	100.00%	0.00	0.00
9	Specialities	106	106			106	100.00%	0.00	0.00
10	06-Casework	8,712	8,712			8,712	100.00%	0.00	0.00
11	08-Doors & Fin Hard	22,580	22,580			22,580	100.00%	0.00	0.00
12	08-Glazing / Mirrors	1,915	1,915			1,915	100.00%	0.00	0.00
13	09-Mtl Studs/ Drywall	42,076	42,076			42,076	100.00%	0.00	0.00
14	09-Acoustic Ceilings	6,383	6,383			6,383	100.00%	0.00	0.00
15	09-Resilient Flrg / Base	1,558	1,558			1,558	100.00%	0.00	0.00
16	09-Painting	11,373	11,373			11,373	100.00%	0.00	0.00
17	21-Fire Sprinklers	14,792	14,792			14,792	100.00%	0.00	0.00
18	22-Plumbing	1,915	1,915			1,915	100.00%	0.00	0.00
19	23-HVAC	20,264	20,264			20,264	100.00%	0.00	0.00
20	26-Electrical	79,111	79,111			79,111	100.00%	0.00	0.00
21	Bond	4,805	4,805			4,805	100.00%	0.00	0.00
						0	#DIV/0!	0.00	0.00

APPROVED CHANGES TO THE CONTRACT

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CO 1	CPR 01 - PR 01 Salvage and Reused	-6080	-6,080.00			-6,080.00	100.00%	0.00	0.00
CO ?						0.00	#DIV/0!	0.00	0.00
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TOTALS		234,180	234,180.00	0.00	0.00	234,180.00	100.00%	0	0.00

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8 = Payment Due >>>>>>>>>>>>>>>>>>		**11,709.00**
9 = Balance,Plus retainage		0.00

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

Retainage
0.00

THANK YOU

Appl #	7/Final
Post	0.00
Retain	0.00
Pay	0.00

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By: J. Adam Muir Date: 8/6/2020

J. Adam Muir, President

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

Retainage
0.00

THANK YOU

Appl #	7/Final
Post	0.00
Retain	0.00
Pay	0.00

JULY 2020 Vouchers

VENDOR:	AMOUNT:
A-TEC RECYCLING, INC	$182.85
A-UNITED AUTOMATICE DOOR & GLASS INC.	$112.50
AKRS EQUIPMENT SOLUTIONS	$18.16
ALL NEEDS COMPUTER &	$1,593.84
AMAZON	$452.13
ASSOCIATED BAG COMPANY	$107.35
BLACK HILLS UTILITY	$472.98
CEIA USA	$17,023.00
CARQUEST	$75.14
CITY OF LINCOLN BUILDING & SAFETY	$485.80
CITY OF LINCOLN FINANCE/ACCOUNTING	$1,119.50
CITY OF LINCOLN INFORMATION SERVICES	$3,156.46
CITY OF LINCOLN SOLID WASTE	$12.00
CITY OF LINCOLN TREASURER	$8,189.04
CLARK ENERSEN PARTNERS	$501.80
DENNIS SUPPLY COMPANY	$202.17
DICKEY HINDS MUIR INC.	$58,855.35
EMLAB P&K LLC	$59.29
FARRIS ENGINEERING	$1,070.00
GRAYBAR ELECTRIC	$337.42
GRAYBAR ELECTRIC COMPANY	$314.10
HARDWOOD HEAVEN	$15.40
HOFELING ENTERPRISES	$60.00
HOME DEPOT	$950.41
HUSKER ELECTRIC SUPPLY	$283.43
INTECONNECT INC.	$10,745.77
JOHNSON CONTROLS	$12,628.20
JUDAH CASTER COMPANY	$210.00
KINER SUPPLY CO INC	$148.11
LAMPE'S CLEAN AIR SPECIALIST	$543.00
LEE NE MEDIA GROUP	$140.19
LINCOLN ELECTRIC SYSTEM	$8,703.41
LINCOLN GLASS INC.	$499.01
LINCOLN LOCK & SAFE	$86.00
LINCOLN WATER SYSTEM	$10,129.20
MAHONEY FIRE SPRINKLER INC	$90.00
MAILFINANCE	$2,099.34
MENARDS	$131.21
MIDWEST ALARM SERVICES	$625.50
MIDWEST OFFICE AUTOMATIONS INC.	$61.81
MYLDR COM	$578.40
NATIONAL EVERYTHING WHOLESALE	-$1,990.24

NEOPOST INC	$101.91
NORLAND PURE	$77.55
OFFICE DEPOT	$83.76
ORKIN	$824.75
PARAMOUNT LAUNDRY & TEXT	$3.70
Q P ACE HDWE	$73.72
SANAIR TECHNOLOGIES LAB	$36.25
SCHINDLER ELEVATOR CORP	$780.00
SCHROEDER INVESTMENTS INC.	$5,398.00
STEFFEN/MAXINE	$159.00
SHERWIN WILLIAMS	$218.33
SINCLAIR HILLE & ASSOCIATES	$9,877.50
STATE OF NEBRASKA DEPT OF HEALTH & HUMAN SERVICES	$200.00
TAYLOR'S DRAIN SEWER CLEANING	$295.00
TOO FAST SUPPLY	$37.11
TY 'S OUTDOOR POWER & SERVICE	$23.76
URIBE REFUSE SERVICES	$1,157.00
US WATER SERVICE	$800.24
VERIZON WIRELESS	$681.66
VOSS LIGHTING	$850.44
WEATHERCRAFT OF LINCOLN	$708.12
WHITE ELECTRIC	$2.11
WINDSTREAM PMTFEE	$1,686.75
Grand Total	**$165,155.69**

CITY OF LINCOLN, LANCASTER COUNTY CITY OF LINCOLN-LANCASTER
COUNTY PUBLIC BUILDING COMMISSION

UNIT PRICE QUOTATION

This Document Is Required For All Unit Price Projects

GENERAL CONSTRUCTION, BID NO. Spec. 16-287

DATE: 7/31/2020

TO DEPARTMENT / AGENCY REPRESENTATIVE: PBC / Kerin Peterson

FROM (CONTRACTOR): DICKEY ▪ HINDS ▪ MUIR Incorporated **AWARD LEVEL :** 3

PROJECT NUMBER:

PROJECT DESCRIPTION: Hall of Justice, Lancaster Sherrif Office, remodel conference room 216.

Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

ESTIMATED START DATE:	As required
NUMBER OF DAYS TO COMPLETE :	45

LABOR COST TABLE

CONTRACTOR	Rate Per Hour	Estimated # Hours	Estimated Total
Supervisor	$52.00	20	$1,040
Carpenter	$35.50	51	$1,811
Skilled Helper	$26.50	64	$1,696
Laborer	$25.00	70	$1,750
TOTAL LABOR			$6,297

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	Estimated Total
Total Rental Equipment Costs	$645	0.00%	$645
Total Materials Cost	$3,787	15.00%	$4,355
Total Shipping/Freight Cost	$0		$0

SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% of Markup	Estimated Total
01-Window Tinting	$325	6.00%	$345
09-Painting	$986	6.00%	$1,045
12-Solid Surface Counter	$1,576	6.00%	$1,671
22-Plumbing	$794	6.00%	$842
26-Electrical	$4,500	6.00%	$4,770
TOTAL SUBCONTRACTOR COSTS			$8,673

TOTAL ESTIMATED COST -- NOT TO EXCEED: **$19,970**

FIRM: DICKEY ▪ HINDS ▪ MUIR Incorporated

BY: Logan Hinds

ADDRESS: P.O. Box 22555
Lincoln, NE 68502

APPROVED BY: _____
Department Agency/Rep

PHONE: _____
DATE: _____

Change Order #:	
Accepted:	
Not Accepted:	

NOTES: Excluded is supply and install of new whiteboards, supply and install of TV Monitor, supply and install of office furniture, night and weekend work, HVAC work, fire sprinkler modifications, supply of any carpet tile.

Tracking No. 20070101

MEMORANDUM OF UNDERSTANDING FOR CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA and CITY OF LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION COOPERATIVE CONTRACT MOU083

Contract Title: Janitorial and Sanitation Supplies, Equipment and Related Services

Cooperative Agency: OMNIA Partners

Lead Entity and Contract Number: City of Tucson RFP 202329 - 01

(Hereinafter referred to as "the Lead Contract")

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby issued to **National Everything Wholesale, a NETWORK Distributor, 2511 S. 156th Circle, Omaha, NE 68130** hereinafter called "Contractor", from the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the City of Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners" for the purpose of the Contractor and the Owners agreeing to the terms and conditions provided in this MOU

The Contractor and the Owners hereby agree to the following supplemental Terms and Conditions from those in the Lead Contract listed above:

TERMS AND CONDITIONS

A. PARTICIPATING TERM

The Owners shall participate in the Lead Contract for Janitorial and Sanitation Supplies, Equipment and Related Services. The Memorandum of Understanding (MOU) will be effective upon execution through May 31, 2021. Upon conclusion of the initial term, the Owners have the option of renewing for five (5) additional one (1) year periods under the same terms and conditions according to the renewals allowed by the Lead Contract.

B. SCOPE

The Contractor shall provide the same scope of services and provide the same products as set forth in the Lead Contract.

C. PRICING

Pricing for these goods and/or services shall be pursuant to the Lead Contract, a copy thereof is attached to this Memorandum.

The Owners will pay for products/services, according to the Line Item pricing as listed in the Lead Contract, a copy thereof being attached to and made a part of this MOU. The Owners shall order on an as-needed basis for the duration of the MOU. The cost of products or services for City Departments shall not exceed $240,000.00 during the MOU term without approval by the City of Lincoln. The cost of products or services for County Agencies shall not exceed $250,000.00 during the MOU term without approval by the Board of Commissioners. The cost of products or services for the Public Building Commission shall not exceed $110,000.00 during the MOU term without approval by the Board of the Public Building Commission.

D. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the parties agree that conflicts among the documents comprising this Memorandum shall be resolved according to priority, and that a document's priority shall be determined according to the order in which the document appears in the list below in section "E. Memorandum of Understanding Documents".

E. MOU DOCUMENTS

The following documents comprise the Memorandum of Understanding:

1. This Memorandum of Understanding and associated Terms and Conditions;
2. Insurance Requirements/Certificate of Insurance;
3. Copy of the Lead Contract, OMNIA/City of Tucson 202329-01;
4. Tax Forms

F. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this Memorandum of Understanding. During the term of the MOU, the Contractor shall perform all services and/or supply all goods in accordance with the established and applicable standards and in accordance with applicable State and Local laws.

G. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this document or the Lead Contract, but which are necessary to provide the functional capabilities described in the Lead Contract, shall be included.

H. CONTRACT MODIFICATION

The MOU shall be modified only by a written MOU amendment and approval of the parties. No alteration or variation of the terms and conditions of this Memorandum shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

I. TERMINATION

This MOU may be terminated by the following:

1. Termination for Convenience. Either party may terminate this MOU upon thirty (30) days written notice to the other party, for any reason, without penalty.
2. Termination for Cause. The Owners may terminate this MOU for cause if the Contractor:
    a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or products pursuant to the Lead Contract or;
    b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders or;
    c. Otherwise commits a substantial breach or default of any provision of the Lead Contract or this MOU. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the MOU shall terminate.
3. In the event that funding is not available to continue with services as written, the Owner(s) reserve the right to terminate use of the MOU for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders except for any amount due for services rendered or products supplied prior to notice of cancellation.

    The Owner(s) may terminate this MOU in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the MOU, the Owner(s) shall immediately notify the Contractor and the MOU shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay the Contractor for any approved and documented services or products completed or purchased up to the date of termination, but not to exceed the maximum amount allowed by the Lead Contract or this MOU.

J. SEVERABILITY

If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the MOU shall not be affected and each provision of the MOU shall be enforced to the fullest extent permitted by law.

K. ASSIGNMENT

This MOU shall not be transferred to/or assigned to another Contractor without prior written consent confirming approval by the Owners. Any assignment without such prior written consent shall be absolutely void.

L. FORCE MAJEURE

Neither party shall be liable for any costs or damages from its inability to perform any of its obligations under the MOU due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not

constitute a breach of the Lead Contract or this MOU. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The Owners may grant relief from performance of the MOU if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest on the Contractor. To be released based on a Force Majeure Event, the Contractor shall file a written request for relief with the City of Lincoln/Lancaster County Purchasing Division. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Contract.

M. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the MOU, the Contractor agrees to pay all expenses of such action, as permitted by law, including Attorney's fees and costs, if the Owner is the prevailing party.

N. OWNER INCLUSION

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

O. PAYMENT

Unless stated otherwise, the Owners will initiate payment within thirty (30) calendar days after:

1. All work has been performed and all equipment or other merchandise has been delivered.
2. All such labor and equipment and other materials have met all MOU specifications.
3. All such work has been approved by the Owner.
4. An invoice has been submitted which corresponds with the MOU amount and any subsequent changes approved by the Owners.

P. INSURANCE

The Contractor agrees to the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, and Building Commission*).

Q. TAXES AND TAX EXEMPTION CERTIFICATE

The Owners are generally exempt from any taxes imposed by the State or Federal government. A Tax Exemption Certificate will be provided as applicable.

The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

R. INDEPENDENT CONTRACTOR

Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation,

retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

S. EQUAL EMPLOYMENT OPPORTUNITY

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

T. E-VERIFY

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

U. CITY AUDIT ADVISORY BOARD

All parties doing business with the Owners shall be subject to audit (City of Lincoln - Chapter 4.66 of the Lincoln Municipal Code) and shall make available to a Contract Auditor copies of all financial and performance related records and materials germane to the MOU/purchase order, as allowed by law.

V. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the MOU that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.

In any and all claims against the Owners or any of its elected officials, members, officers or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation listed herein shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or any

subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

W. WAIVER

Owners' failure or neglect to enforce any of its rights under this Memorandum will not be deemed to be a waiver of the Owners' rights.

X. THIRD PARTIES

This Memorandum is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties involved. Owners shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

Y. AUDIT

This MOU shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and all parties shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

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

The Contractor hereby agrees to this MOU upon completion of signatures on the Vendor Signature Page.

Vendor Signature Page

MEMORANDUM OF UNDERSTANDING
Janitorial and Sanitation Supplies, Equipment and Related Services
MOU083
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
National Everything Wholesale

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

_____ Seal
Secretary

_____
Name of Corporation

_____
Address

By: _____
Duly Authorized Official

_____
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

_____
Name of Organization

_____
Type of Organization

_____
Address

By:_____
Member

By: _____
Member

IF AN INDIVIDUAL:

_____
Name

_____
Address

_____
Signature

City of Lincoln Signature Page

MEMORANDUM OF UNDERSTANDING
Janitorial and Sanitation Supplies, Equipment and Related Services
MOU083
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
National Everything Wholesale

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

MEMORANDUM OF UNDERSTANDING
Janitorial and Sanitation Supplies, Equipment and Related Services
MOU083
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
National Everything Wholesale

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

MEMORANDUM OF UNDERSTANDING
Janitorial and Sanitation Supplies, Equipment and Related Services
MOU083
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
National Everything Wholesale

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Fleet Services Parts and Equipment
NJPA 062916-ORA, State of NE Contract No. 14690 OC
MOU046
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
O'Reilly Auto Enterprises, LLC., dba O'Reilly Auto Parts

This Amendment is hereby entered into by and between O'Reilly Auto Enterprises, LLC., dba O'Reilly Auto Parts, 233 S. Patterson Ave., PO Box 1156, Springfield, MO 65801 (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 Memorandum of Understanding (MOU) dated April 2, 2019 executed under City Directorial Order No. 21195, and County Contract C-19-0246, dated April 2, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission, on March 12, 2019 , for Fleet Services Parts and Equipment, NJPA 062916-ORA, State of NE Contract No. 14690 OC, MOU046, which is made a part of this amendment by this reference.

WHEREAS, the original term of the MOU is April 2, 2019 through September 6, 2019, with the option to renew for two (2) additional one (1) year terms; and

WHEREAS, the MOU was amended by City Directorial Order No. 22014, executed on August 19, 2019, and County Contract No. C-19-0631, executed by the County Board on August 20, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission on September 17, 2019 to renew the MOU for an additional one (1) year term from September 7, 2019 through September 6, 2020; and

WHEREAS, the parties hereby renew the MOU for an additional one (1) year term beginning September 7, 2020 through September 6, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $25,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed $1,000.00 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 $1,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the MOU under City Directorial Order No. 21195 and County Contract C-19-0246, all amendments thereto, and as stated herein, the parties agree as follows:

1) The parties hereby renew the MOU for an additional one (1) year term beginning September 7, 2020 through September 6, 2021.
2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $25,000.00 without approval by the City of Lincoln.
3) The expenditures for Lancaster County for the term of this renewal shall not exceed $1,000.00 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 $1,000.00 without approval by the Public Building Commission.
5) All other terms of the MOU, 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 MEMORANDUM OF UNDERSTANDING
Fleet Services Parts and Equipment
NJPA 062916-ORA, State of NE Contract No. 14690 OC
MOU046
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
O'Reilly Auto Enterprises, LLC., dba O'Reilly Auto Parts

Please sign, date and return within 2 days of receipt.

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

Company Name:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service	
Contact Phone Number:	

City of Lincoln Signature Page

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Fleet Services Parts and Equipment
NJPA 062916-ORA, State of NE Contract No. 14690 OC
MOU046
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
O'Reilly Auto Enterprises, LLC., dba O'Reilly Auto Parts

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 MEMORANDUM OF UNDERSTANDING
Fleet Services Parts and Equipment
NJPA 062916-ORA, State of NE Contract No. 14690 OC
MOU046
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
O'Reilly Auto Enterprises, LLC., dba O'Reilly Auto Parts

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

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_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Fleet Services Parts and Equipment
NJPA 062916-ORA, State of NE Contract No. 14690 OC
MOU046
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
O'Reilly Auto Enterprises, LLC., dba O'Reilly Auto Parts

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

Automotive & Truck Replacement Parts and Tires with Related Equipment, Accessories and Services
Sourcewell Contract No. 062916-GPC
State of NE Contract No. 14778 OC
MOU048
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
A Street Automotive dba NAPA Auto Parts – A Street Auto Parts Inc.

This Amendment is hereby entered into by and between A Street Automotive dba NAPA Auto Parts – A Street Auto Parts Inc., 2137 Cornhusker Hwy, Lincoln, NE 68521 (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 Memorandum of Understanding (MOU) dated May 29, 2019 executed under City Executive Order No. 93234, and County Contract C-19-0387, dated May 21, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission, on March 12, 2019 , for Automotive & Truck Replacement Parts and Tires with Related Equipment, Accessories and Services, MOU048 which is made a part of this amendment by this reference.

WHEREAS, the original term of the MOU is May 29, 2019 through September 6, 2019, with the option to renew for two (2) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Directorial Order No. 22137, executed by the City on September 4, 2019, and by County Contract C-19-0664 executed by the County Board on September 3, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission on September 17, 2019, to renew the contract for an additional one (1) year term from September 7, 2019 through September 6, 2020; and

WHEREAS, the parties hereby renew the MOU for an additional one (1) year term beginning September 7, 2020 through September 6, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $70,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed $25,000.00 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 $1,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the MOU under City Executive Order No. 93234 and County Contract C-19-0387, all amendments thereto, and as stated herein, the parties agree as follows:

1) The parties hereby renew the MOU for an additional one (1) year term beginning September 7, 2020 through September 6, 2021.
2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $70,000.00 without approval by the City of Lincoln.
3) The expenditures for Lancaster County for the term of this renewal shall not exceed $25,000.00 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 $1,000.00 without approval by the Public Building Commission.
5) All other terms of the MOU, 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 MEMORANDUM OF UNDERSTANDING
Automotive & Truck Replacement Parts and Tires with Related Equipment, Accessories and Services
Sourcewell Contract No. 062916-GPC
State of NE Contract No. 14778 OC
MOU048
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
A Street Automotive dba NAPA Auto Parts – A Street Auto Parts Inc.

Please sign, date and return within 2 days of receipt.

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

Company Name:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service	
Contact Phone Number:	

City of Lincoln Signature Page

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Automotive & Truck Replacement Parts and Tires with Related Equipment, Accessories and Services
Sourcewell Contract No. 062916-GPC
State of NE Contract No. 14778 OC
MOU048
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
A Street Automotive dba NAPA Auto Parts – A Street Auto Parts Inc.

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 MEMORANDUM OF UNDERSTANDING
Automotive & Truck Replacement Parts and Tires with Related Equipment, Accessories and Services
Sourcewell Contract No. 062916-GPC
State of NE Contract No. 14778 OC
MOU048
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
A Street Automotive dba NAPA Auto Parts – A Street Auto Parts 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 MEMORANDUM OF UNDERSTANDING
Automotive & Truck Replacement Parts and Tires with Related Equipment, Accessories and Services
Sourcewell Contract No. 062916-GPC
State of NE Contract No. 14778 OC
MOU048
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
A Street Automotive dba NAPA Auto Parts – A Street Auto Parts Inc.

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

AMENDMENT TO CONTRACT
Annual Requirements
Window Cleaning Services
Bid No. 14-155
City of Lincoln-Lancaster County Public Building Commission
Renewal
G&M Window Services LLC

This Amendment is hereby entered into by and between G&M Window Services LLC, 2045 South Folsom, Suite B, Lincoln, NE 68522 (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 August 12, 2014, for Annual Requirements - Window Cleaning Services, Bid No. 14-155, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is August 12, 2014 through August 11, 2018, 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 the City of Lincoln-Lancaster County Public Building Commission on August 14, 2018, to renew the contract for an additional one (1) year term from August 12, 2018 through August 11, 2019; and

WHEREAS, the Contract was amended by the City of Lincoln-Lancaster County Public Building Commission on August 13, 2019, to renew the contract for an additional one (1) year term from August 12, 2019 through August 11, 2020; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning August 12, 2020 through August 11, 2021; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $3,500.00 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 August 12, 2014, 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 August 12, 2020 through August 11, 2021.
2) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $3,500.00 without approval by the Public Building Commission.
3) 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-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Requirements
Window Cleaning Services
Bid No. 14-155
City of Lincoln-Lancaster County Public Building Commission
Renewal
G&M Window Services LLC

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:	G&m Window Service
By: (Please Sign)	Valarie J Parris
By: (Please Print)	Valarie J Parris
Title:	Owner
Company Address:	2045 South Folsom - Suite B - Lincoln NE
Company Phone & Fax:	(402) 477-1337 (402) 441-0644
E-Mail Address:	vparris@windstream.net
Date:	07-20-2020
Contact Person for Orders or Service	Valarie J Parris
Contact Phone Number:	(402) 499-2300

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Annual Requirements
Window Cleaning Services
Bid No. 14-155
City of Lincoln-Lancaster County Public Building Commission
Renewal
G&M Window Services LLC

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

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

AMENDMENT TO CONTRACT
Annual Requirements
Window Cleaning Services
Bid No. 14-155
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Fish Window Company

This Amendment is hereby entered into by and between Fish Window Cleaning, 6121 S. 58th, Ste C, Lincoln, NE 68516 (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 August 18, 2014 executed under City Resolution No. A-88467, and County Contract C-14-0422, dated August 26, 2014, and executed by the City of Lincoln-Lancaster County Public Building Commission, on August 28, 2014, for Annual Requirements - Window Cleaning Services, Bid No. 14-155, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is August 28, 2014 through August 27, 2018, 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. 92155, executed by the City on August 8, 2018 and by County Contract C-18-0450 executed by the County Board on July 31, 2018 and executed by the City of Lincoln-Lancaster County Public Building Commission on August 14, 2018 to renew the contract for an additional one (1) year period from August 28, 2018 through August 27, 2019; and

WHEREAS, the Contract was amended by City Executive Order No. 93438, executed by the City on July 29, 2019 and by County Contract C-19-0576 executed by the County Board on July 30, 2019 and executed by the City of Lincoln-Lancaster County Public Building Commission on August 13, 2019 to renew the contract for an additional one (1) year period from August 28, 2019 through August 27, 2020; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning August 28, 2020 through August 27, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $3,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed $3,000.00 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 $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 Resolution No. A-88467 and County Contract C-14-0422, 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 August 28, 2020 through August 27, 2021.
2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $3,000.00 without approval by the City of Lincoln.
3) The expenditures for Lancaster County for the term of this renewal shall not exceed $3,000.00 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 $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 Requirements
Window Cleaning Services
Bid No. 14-155
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Fish Window Company

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:	Fish Window Cleaning	
By: (Please Sign)	[signature]	
By: (Please Print)	LINH HUMPHREY	
Title:	OFFICE ADMIN	
Company Address:	6121 S. 58th Street, Suite C, Lincoln NE 68516	
Company Phone & Fax:	402-467-3474	
E-Mail Address:	same	
Date:	7/22/2020	
Contact Person for Orders or Service	LINH HUMPHREY	KEENAN LEGER
Contact Phone Number:	402-467-3474	402-467-3475

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Annual Requirements
Window Cleaning Services
Bid No. 14-155
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Fish Window Company

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 Requirements
Window Cleaning Services
Bid No. 14-155
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Fish Window Company

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
Window Cleaning Services
Bid No. 14-155
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Fish Window Company

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

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

AMENDMENT TO CONTRACT
Water Treatment Service Program
Lincoln Public Schools Contract No. 9120
City of Lincoln-Lancaster County Public Building Commission
Renewal
Kurita America, Inc.

This Amendment is hereby entered into by and between Kurita America, Inc., 12270 43rd Street NE, St Michael, MN 55376 (hereinafter "Contractor") and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "PBC"), for the purpose of amending the Contract executed by the PBC, on October 10, 2017, for Water Treatment Service Program, Lincoln Public Schools Contract No. 9120, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is October 10, 2017 through August 30, 2018, 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 the PBC on September 18, 2018, to renew the Contract for an additional one (1) year term from August 31, 2018 through August 31, 2019; and

WHEREAS, the Contract was amended by the PBC on September 17, 2019, to renew the Contract for an additional one (1) year term from September 1, 2019 through August 31, 2020; and

WHEREAS, the parties hereby renew the Contract for an additional term beginning September 1, 2020 through August 31, 2021; 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 PBC; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the PBC Contract dated October 10, 2017, all amendments thereto, and as stated herein, the parties agree as follows:

1) The parties hereby renew the Contract for an additional term beginning September 1, 2020 through August 31, 2021.
2) 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 PBC.
3) 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-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Water Treatment Service Program
Lincoln Public Schools Contract No. 9120
City of Lincoln-Lancaster County Public Building Commission
Renewal
Kurita America, Inc.

Please sign, date and return within 2 days of receipt.

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

Company Name:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service	
Contact Phone Number:	

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Water Treatment Service Program
Lincoln Public Schools Contract No. 9120
City of Lincoln-Lancaster County Public Building Commission
Renewal
Kurita America, Inc

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____	_____
Public Building Commission Attorney	Chairperson, Public Building Commission

dated _____

AMENDMENT TO CONTRACT
Annual Service
Equipment and Accessory Rental
Bid N. 14-137
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
Sunbelt Rentals

This Amendment is hereby entered into by and between Sunbelt Rentals, Inc., 2341 Deerfield Drive, Fort Mill, SC 29715 (hereinafter "Contractor") and City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission, (hereinafter "Owners"), for the purpose of amending the Contract dated July 14, 2014, executed under City Resolution No. A-88374, and County Contract C-14-0378, dated July 29, 2014, and executed by the City of Lincoln-Lancaster County Public Building Commission, on August 5, 2014, for Annual Service – Equipment and Accessory Rental, Bid No. 14-137, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is August 5, 2014 through August 4, 2017; and

WHEREAS, the Contract was amended by City Executive Order No. 90952, executed by the City on August 11, 2017, and by County Contract C-17-0587 executed by the County Board on August 1, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission on July 11, 2017, to renew the contract for an additional three (3) year term from August 5, 2017 through August 4, 2020; and

WHEREAS, the parties hereby extend the Contract from August 5, 2020 through November 4, 2020; and

WHEREAS, the expenditures for the City of Lincoln for the term of this extension shall not exceed $10,000.00 for Contracts without prior approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this extension shall not exceed $10,000.00 for Contracts without prior approval by the Lancaster County Board of Commissioners; and

WHEREAS, the expenditures for City of Lincoln-Lancaster County Public Building Commission for the term of this extension shall not exceed $10,000.00 for Contracts without prior approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Resolution No. A-88374 and County Contract No. C-14-0378, and stated herein the parties agree as follows:

1) The parties hereby extend the Contract from August 5, 2020 through November 4, 2020.
2) The expenditures for the City of Lincoln for the term of this extension shall not exceed $10,000.00 for Contracts without prior approval by the City of Lincoln.
3) The expenditures for Lancaster County for the term of this extension shall not exceed $10,000.00 for Contracts without prior approval by the Lancaster County Board of Commissioners.
4) The expenditures for City of Lincoln-Lancaster County Public Building Commission for the term of this extension shall not exceed $10,000.00 for Contracts without prior approval by the Public Building Commission.
5) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

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

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Service
Equipment and Accessory Rental
Bid No. 14-137
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
Sunbelt Rentals

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:	Sunbelt Rentals, Inc.
By: (Please Sign)	Becky Casella
By: (Please Print)	Becky Casella
Title:	Customer Contract Manager
Company Address:	2341 Deerfield Drive, Fort Mill, SC 29715
Company Phone & Fax:	800-508-4762 / 803-578-6850
E-Mail Address:	contractteam@sunbeltrentals.com
Date:	July 27, 2020
Contact Person for Orders or Service	Josh Johnson, Branch Manager Branch 415 - 5450 Alvo Road, Lincoln, NE 68514
Contact Phone Number	Branch # 402-466-1550 Josh Johnson cell #402-276-0313 Fax # 402-466-1560

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Annual Service
Equipment and Accessory Rental
Bid No. 14-137
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
Sunbelt Rentals

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 Service
Equipment and Accessory Rental
Bid No. 14-137
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
Sunbelt Rentals

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 Service
Equipment and Accessory Rental
Bid No. 14-137
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
Sunbelt Rentals

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/20/2019

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
MARSH USA, INC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30326
Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321

CN102671311-SB--19-20 988 AI/GT N/A E NOC

INSURED
SUNBELT RENTALS, INC.
2341 DEERFIELD DRIVE
FORT MILL, SC 29715

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Travelers Property Casualty Company Of America	25674
INSURER C : Charter Oak Fire Insurance Company	25615
INSURER D : Travelers Indemnity Company	25658
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** ATL-004299901-20 **REVISION NUMBER:** 7

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 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			OGLG24876561 $1,500,000 - Self Insured Retention	09/30/2019	09/30/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ SELF-INSURED $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			TC2J CAP 9531B41A-TIL-19 Owned Vehicles TC2J CAP 9531B421-TIL-19 Rented Vehicles	09/30/2019 09/30/2019	09/30/2020 09/30/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Self Insured for Phy Dmg	$ 2,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-3N334032-19-51-K (AOS) UB-3N320629-19-51-R (AZ, MA, WI)	09/30/2019 09/30/2019	09/30/2020 09/30/2020	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

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

RE: Bid #14-137 Equipment & Accessory Rental

City of Lincoln, Lancaster County and Lincoln - Lancaster County Public Building Commission are listed as Additional Insured with respect to General Liability and Auto Liability, but only to the extent attributable to the Named Insured's sole negligence, as agreed to by written contract or written agreement. Waiver of Subrogation is included on the policies but only to the extent attributable to the Named Insured's negligence, as agreed to by written contract or written agreement.

CERTIFICATE HOLDER

City of Lincoln
Lancaster County
Lincoln-Lancaster County Public Bldg. Commission
555 So. 10th Street
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
of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

Named Insured **Sunbelt Rentals, Inc.**			Endorsement Number
Policy Symbol **OGL**	Policy Number **G24876561**	**9-30-19 to 9-30-20**	Effective Date of Endorsement **9-30-19**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Section II.2 – Who Is An Insured:

e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:

1) Is in effect during this policy period; and
2) Was executed prior to the "occurrence" of the "bodily injury" or "property damage"; and
3) Qualifies as an "insured contract" as defined in this policy.

Such person or organization is an additional insured only for:

4) Coverage under Section I - Coverages, Coverage A. Bodily Injury and Property Damage Liability; and
5) Liability arising out of "your work" or "your product" for that additional insured; and
6) For the period of time required by the written contract and in no event beyond the expiration of this policy.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

7) The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
8) This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

Authorized Agent

Includes copyrighted material of Insurance Services Office, Inc. with its permission

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

Company Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED IN WRITING TO ADD AS AN ADDITIONAL INSURED, BUT ONLY TO COVERAGE AND MINIMUM LIMITS OF INSURANCE REQUIRED BY THE WRITTEN AGREEMENT, AND IN NO EVENT TO EXCEED EITHER THE SCOPE OF COVERAGE OR THE LIMITS OF INSURANCE PROVIDED IN THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

© Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5.**, **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER: 3N334032-19

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

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

DATE OF ISSUE: 09-10-19 ST ASSIGN:

POLICY NUMBER: TC2J-CAP-9531B41A-TIL-19 ISSUE DATE: 09-10-19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 90

NONRENEWAL: **Number of Days Notice of Nonrenewal:** 90

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NON-RENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH A PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NON-RENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

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NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

Named Insured Sunbelt Rentals, Inc			Endorsement Number
Policy Symbol	Policy Number G24876561	Policy Period 9/30/2019 to 9/30/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: UB-3N334032-19

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS**:

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NON-RENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH A PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NON-RENEWAL OF THIS POLICY; AND 2. WE RECEIVED SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE. ADDRES: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.	30

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AMENDMENT TO CONTRACT
Annual Service
Equipment and Accessory Rental
Bid N. 14-137
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
NMC, Inc.

This Amendment is hereby entered into by and between NMC, Inc., 401 NW 56th Street, Lincoln, NE 68528 (hereinafter "Contractor") and City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission, (hereinafter "Owners"), for the purpose of amending the Contract dated July 14, 2014, executed under City Resolution No. A-88374, and County Contract C-14-0379, dated July 29, 2014, and executed by the City of Lincoln-Lancaster County Public Building Commission, on August 5, 2014, for Annual Service – Equipment and Accessory Rental, Bid No. 14-137, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is August 5, 2014 through August 4, 2017; and

WHEREAS, the Contract was amended by City Executive Order No. 90952, executed by the City on August 11, 2017, and by County Contract C-17-0586 executed by the County Board on August 1, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission on July 11, 2017, to renew the contract for an additional three (3) year term from August 5, 2017 through August 4, 2020; and

WHEREAS, the parties hereby extend the Contract from August 5, 2020 through November 4, 2020; and

WHEREAS, the expenditures for the City of Lincoln for the term of this extension shall not exceed $10,000.00 for Contracts without prior approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this extension shall not exceed $10,000.00 for Contracts without prior approval by the Lancaster County Board of Commissioners; and

WHEREAS, the expenditures for City of Lincoln-Lancaster County Public Building Commission for the term of this extension shall not exceed $10,000.00 for Contracts without prior approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Resolution No. A-88374 and County Contract No. C-14-0378, and stated herein the parties agree as follows:

1) The parties hereby extend the Contract from August 5, 2020 through November 4, 2020.
2) The expenditures for the City of Lincoln for the term of this extension shall not exceed $10,000.00 for Contracts without prior approval by the City of Lincoln.
3) The expenditures for Lancaster County for the term of this extension shall not exceed $10,000.00 for Contracts without prior approval by the Lancaster County Board of Commissioners.
4) The expenditures for City of Lincoln-Lancaster County Public Building Commission for the term of this extension shall not exceed $10,000.00 for Contracts without prior approval by the Public Building Commission.
5) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

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

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Service
Equipment and Accessory Rental
Bid No. 14-137
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
NMC, Inc.

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:	NMC, Inc
By: (Please Sign)	Jenna Greckel
By: (Please Print)	Jenna Greckel
Title:	Sales Representative
Company Address:	1010 S. Coddington Ave, Lincoln, NE 68522
Company Phone & Fax:	402-742-4448
E-Mail Address:	jennagreckel@nmcrental.com
Date:	7-30-2020
Contact Person for Orders or Service	Jenna Greckel
Contact Phone Number	402-853-1193

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Annual Service
Equipment and Accessory Rental
Bid No. 14-137
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
NMC, Inc.

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 Service
Equipment and Accessory Rental
Bid No. 14-137
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
NMC, 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 Service
Equipment and Accessory Rental
Bid No. 14-137
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
NMC, Inc.

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/13/2020

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
UNICO Group, Inc.
1128 Lincoln Mall
Suite 200
Lincoln NE 68508

CONTACT NAME: Megan Robison
PHONE (A/C, No, Ext): (402) 434-7200 FAX (A/C, No): (402) 434-7272
E-MAIL ADDRESS: mrobison@unicogroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty	13021
INSURER B : Accident Fund Ins Co of America	10166
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Nebraska Machinery Co., NMC Industrial Services, LLC dba RAKA
SITECH Mid-Plains, NMC Group Inc & its Subsidiaries,
NMC Material Handling, NMC Transport LLC, Vancer
11002 Sapp Bros. Drive, Omaha NE 68138

COVERAGES **CERTIFICATE NUMBER:** 20-21 GL AU UMB WC **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 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			60515809	05/01/2020	05/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			60515809	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			60515809	05/01/2020	05/01/2021	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCS7000223	05/01/2020	05/01/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status prior to a loss. The Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides a waiver in favor of the certificate holder/entity(ies) when required by written contract with the named insured prior to a loss. Garagekeepers coverage limit $1,000,000. The blanket endorsements provide additional insured status and waiver of subrogation for the City of Lincoln, Lancaster County and City of Lincoln/Lancaster County Public Building Commission when required by written contract.

CERTIFICATE HOLDER

City of Lincoln, Lancaster County, Lincoln/Lancaster PBC
555 So. 10th Street
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

Tom Carter

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND THAT ENTITY HAVE AGREED IN WRITING IN A CONTRACT THAT SUCH ENTITY BE AN ADD'L INSD	ANY LOCATION CONTRACTURALLY REQUIRED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

PREMIUM 100

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

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POLICY NUMBER: 60515809

FORMS SUPPLEMENTAL DECLARATIONS

Other Forms

*CA7040(03-93)	SUPPLEMENTAL DECS
*CA7041(03-93)	COMM AUTO COVG PART
*CA7075(04-15)	COMM AUTO COVG PART VEHICLE CHG SUMMARY
*CA7116(01-07)	CA ADDITIONAL INSURED SUPPLEMENTAL DEC
CA7358(03-19)	MULTIPLE LIAB COVG LIMITATION
CA9903(10-13)	AUTO MED PAYMENTS COVG
IL0017(11-98)	COMMON POLICY CONDITIONS
IL0021(09-08)	NUCLEAR ENERGY LIAB EXCL
IL0276(09-08)	IA-CHGS CANCEL & NONRENEW
IL7068(01-10)	EXCL-LEAD-HAZARDOUS PROPERTIES
IL7069(01-10)	EXCL-UNDERGROUND STORAGE TANKS
IL7070(09-12)	ABSOLUTE ASBESTOS EXCL
IL7083(08-10)	PAYMENT OF LOSSES
ST1017BAP(12-91)	COMM AUTO COVG PART BUSINESS AUTO COVG FORM
ST1019GP(12-91)	COMM AUTO COVG PART GARAGE COVG FORM
ST1020IA(11-88)	NOTICE REGARDING UM/UIM COVG
ST1644-(01-12)	POLICY WEBSITE STUFFER
ST1882(06-16)	NOTICE-LOCATION & PREMISES CLARIFICATION
ST1915(11-16)	ADVISORY NOTICE TO POLICYHOLDERS
*UW7002(04-96)	FORMS SUPPLEMENTAL DECS
*UW7009(01-15)	CONTINUATION OF NAMED INSUREDS SHOWN ON THE DEC

Applicable to the state of Nebraska

BMC 91X(00-00)	ICC FILING LIAB PRIMARY BASIS ONLY
CA0001(10-13)	BUSINESS AUTO COVG FORM
CA0156(10-13)	NE-CHGS
CA0221(12-17)	NE-CHGS-CANCEL
CA0449(11-16)	PRIMARY & NONCONTRIBUTORY OTHER INSURANCE
CA2170(10-13)	NE-UM & UIM COVG
CA2345(11-16)	PUBLIC/LIVERY PASSENGER CONVEYANCE & ON DEMAND DEL
CA2394(10-13)	SILICA/SILICA-RELATED DUST EXCL FOR COVERED AUTOS
CA7012(10-88)	COVERED AUTOS AMENDMENT-DESCRIPTION OF DESIGNATION
*CA7040(03-93)	SUPPLEMENTAL DECS
*CA7041(03-93)	COMM AUTO COVG PART
*CA7075(04-15)	COMM AUTO COVG PART VEHICLE CHG SUMMARY
CA7102(09-07)	LESSOR-ADDL INSURED & LOSS PAYEE
CA7109(01-17)	BUSINESS AUTO ULTRA END
*CA7116(01-07)	CA ADDITIONAL INSURED SUPPLEMENTAL DEC
CA7358(03-19)	MULTIPLE LIAB COVG LIMITATION
CA9935(11-13)	NE-AUTO MED PAYMENTS COVG
CA9937(10-13)	GARAGEKEEPERS COVG
IL-0021(07-02)	NUCLEAR ENERGY LIAB EXCL
IL0017(11-98)	COMMON POLICY CONDITIONS
IL7009-(04-91)	AMENDATORY END PUNITIVE/EXEMPLARY DAMAGES EXCL
IL7068(01-10)	EXCL-LEAD-HAZARDOUS PROPERTIES
IL7069(01-10)	EXCL-UNDERGROUND STORAGE TANKS
IL7070(09-12)	ABSOLUTE ASBESTOS EXCL
IL7083(08-10)	PAYMENT OF LOSSES
*MCS90(04-14)	END FOR MOTOR CARRIER POLICIES OF INSURANCE
*MCS90(04-14)	END FOR MOTOR CARRIER POLICIES OF INSURANCE

POLICY NUMBER: 60515809

BUSINESS AUTO SUPPLEMENTAL DECLARATIONS

GARAGEKEEPERS COVERAGE applies without regard to you or any other "insured's" legal liability for "loss" to a covered "auto" and is primary insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

COVERAGE INDEX

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Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
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Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair – Deductible Amendment	5
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The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

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(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph **A. Coverage** at **1. Who Is An Insured** is amended to include the following:

(Broad Form Insured)

d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(1) That is a joint venture or partnership,

(2) That is an "insured" under any other policy,

(3) That has exhausted its Limits of Insurance under any other policy, or

(4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

(1) Currently in effect or becoming effective during the term of this policy; and

(2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

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C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and **(4)** are replaced by the following:

(Bail Bond Coverage)

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to $500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;

c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or

d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

a. For private passenger type vehicles we will pay up to $100 per disablement.

b. For all other covered "auto's" we will pay up to $500 per disablement

However, the labor must be performed at the place of disablement.

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

a. Transportation Expenses is amended to provide the following limits:

We will pay up to $60 per day to a maximum of $1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions:**

(Extra Expense – Theft)

c. Theft Recovery Expense

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is $5,000.

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

(1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.

(2) We will pay only for expenses incurred during the policy period and 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 or replace 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) $75 per day.

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

(d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to $500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

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(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at **1.b.** is amended to provide the following limits:

b. Limits of $1,000 per "loss" is increased to $5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

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

4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of $500 for early termination fees or penalties on the lease or loan for a covered"auto" less:

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease / loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

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

(5) Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

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

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss:**

d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:

(1) You, if you are an individual;

(2) Any partner or insurance manager if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation;

(4) Your members, managers or insurance manager, if you are a limited liability company; or

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance Paragraph **5.b.** is replaced by the following:

b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:

(a) Any Covered "auto" you lease, hire, rent or borrow; and

(b) 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.

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

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

(a) $75,000 per accident, or

(b) actual cash value at the time of loss, or

(c) cost of repair.

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Minus a $500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

(a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

(b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under **SECTION V – DEFINITIONS, C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under **CANCELLATION,** of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

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Accident Fund®
INSURANCE COMPANY OF AMERICA
PO BOX 40790
LANSING, MI 48901-7990

Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period From	To
WCS 7000223	05/01/2020	05/01/2021

12:01 A.M. Standard Time at the described location

Transaction

INFORMATION PAGE
RENEWAL OF POLICY WCS 7000223

Named Insured and Address	Agent
NMC GROUP INC 11002 SAPP BROTHERS DR OMAHA NE 68138	UNICO GROUP INC 1128 LINCOLN MALL STE 200 LINCOLN NE 68508 Telephone: 402-434-7200 7040801

ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
NE	PN99NSF	(1/18)	NON SUFFICIENT FUNDS CHARGE
NE	WC000000C	(1/15)	WC & EMP LIAB INSURANCE POLICY
NE	WC000115	(1/20)	NT EN PNDG LW CHG TRIPRA 2015
NE	WC000301A	(2/89)	ALTERNATE EMPLOYER ENDORSEMENT
NE	WC000310	(4/84)	SOLE PROPRIETORS,PARTNERS,OFC
NE	WC000313	(4/84)	WAIVER OF OUR RIGHT TO RECOVER
NE	WC000403	(4/84)	EXPERIENCE RATING MODIFICATION
NE	WC000406A	(7/95)	PREMIUM DISCOUNT ENDT
NE	WC000414A	(1/19)	NOTIFICATION OF CHG IN OWNER
NE	WC000419	(1/01)	PREMIUM DUE DATE ENDORSEMENT
NE	WC000421D	(1/15)	CTS (EX CRT TER ACT) PRM END
NE	WC000422B	(1/15)	TRISK INSPR REAUT ACT DCL EN
NE	WC000424	(1/17)	AUDIT NONCOMPLIANCE CHARGE END
NE	WC260401B	(5/17)	NE EXPERIENCE RATING MOD
NE	WC260403	(5/17)	NE EXPERIENCE RATING MOD
NE	WC260601C	(7/96)	NE CANCELLATION ENDT
NE	WC990651	(1/11)	NOTE TO OTHERS CANCEL/NONRENEW
NE	WC990660	(5/17)	EXECUTION CLAUSE ENDORSEMENT
SD	DISCLOSR	(9/10)	PRIVACY POLICY & DISCLOSURE
SD	PN99NSF	(1/18)	NON SUFFICIENT FUNDS CHARGE
SD	WC000000C	(1/15)	WC & EMP LIAB INSURANCE POLICY
SD	WC000106A	(4/92)	USL&H WORKERS COMP ACT COV END
SD	WC000115	(1/20)	NT EN PNDG LW CHG TRIPRA 2015
SD	WC000403	(4/84)	EXPERIENCE RATING MODIFICATION
SD	WC000406A	(7/95)	PREMIUM DISCOUNT ENDT
SD	WC000414A	(1/19)	NOTIFICATION OF CHG IN OWNER
SD	WC000419	(1/01)	PREMIUM DUE DATE ENDORSEMENT
SD	WC000421D	(1/15)	CTS (EX CRT TER ACT) PRM END
SD	WC000422B	(1/15)	TRISK INSPR REAUT ACT DCL EN
SD	WC000424	(1/17)	AUDIT NONCOMPLIANCE CHARGE END
SD	WC000425	(5/17)	EXPERIENCE RATING MOD FACTOR
SD	WC400601A	(7/11)	SD DIRECT ACTION STATUTE
SD	WC400603	(1/94)	SD MANAGED CARE ENDT
SD	WC400605B	(4/06)	SD CANC AND NONRENEWAL ENDT
SD	WC990660	(5/17)	EXECUTION CLAUSE ENDORSEMENT
TX	DISCLOSR	(9/10)	PRIVACY POLICY & DISCLOSURE
TX	DNE-1A	(6/14)	DEDUCTIBLE NOTICE OF ELECTION
TX	PN99NSF	(1/18)	NON SUFFICIENT FUNDS CHARGE
TX	WC000000C	(1/15)	WC & EMP LIAB INSURANCE POLICY

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

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

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 Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by_____

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AMENDMENT TO CONTRACT
Annual Service
Equipment and Accessory Rental
Bid N. 14-137
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
Hamilton Equipment Company

This Amendment is hereby entered into by and between Hamilton Equipment Company, 8801 Highway 6, Lincoln, NE 68507 (hereinafter "Contractor") and City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission, (hereinafter "Owners"), for the purpose of amending the Contract dated July 14, 2014, executed under City Resolution No. A-88374, and County Contract C-14-0380, dated July 29, 2014, and executed by the City of Lincoln-Lancaster County Public Building Commission, on August 5, 2014, for Annual Service – Equipment and Accessory Rental, Bid No. 14-137, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is August 5, 2014 through August 4, 2017; and

WHEREAS, the Contract was amended by City Executive Order No. 90952, executed by the City on August 11, 2017, and by County Contract C-17-0585 executed by the County Board on August 1, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission on July 11, 2017, to renew the contract for an additional three (3) year term from August 5, 2017 through August 4, 2020; and

WHEREAS, the parties hereby extend the Contract from August 5, 2020 through November 4, 2020; and

WHEREAS, the expenditures for the City of Lincoln for the term of this extension shall not exceed $10,000.00 for Contracts without prior approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this extension shall not exceed $10,000.00 for Contracts without prior approval by the Lancaster County Board of Commissioners; and

WHEREAS, the expenditures for City of Lincoln-Lancaster County Public Building Commission for the term of this extension shall not exceed $10,000.00 for Contracts without prior approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Resolution No. A-88374 and County Contract No. C-14-0380, and stated herein the parties agree as follows:

1) The parties hereby extend the Contract from August 5, 2020 through November 4, 2020.
2) The expenditures for the City of Lincoln for the term of this extension shall not exceed $10,000.00 for Contracts without prior approval by the City of Lincoln.
3) The expenditures for Lancaster County for the term of this extension shall not exceed $10,000.00 for Contracts without prior approval by the Lancaster County Board of Commissioners.
4) The expenditures for City of Lincoln-Lancaster County Public Building Commission for the term of this extension shall not exceed $10,000.00 for Contracts without prior approval by the Public Building Commission.
5) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

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

Tracking No. 20070137

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Service
Equipment and Accessory Rental
Bid No. 14-137
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
Hamilton Equipment Company

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:	Hamilton Equipment Company.
By: (Please Sign)	[signature]
By: (Please Print)	Brian E Motschenbacher
Title:	Sales Manager
Company Address:	8801 Hwy 6, Lincoln, NE 68507.
Company Phone & Fax:	(402) 464-6381 | (402) 464-5989.
E-Mail Address:	brian@hamiltonequipmentco.com
Date:	7/22/20
Contact Person for Orders or Service	Brian Motschenbacher
Contact Phone Number	(402) 464-6381

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Annual Service
Equipment and Accessory Rental
Bid No. 14-137
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
Hamilton Equipment Company

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 Service
Equipment and Accessory Rental
Bid No. 14-137
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
Hamilton Equipment Company

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 Service
Equipment and Accessory Rental
Bid No. 14-137
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
Hamilton Equipment Company

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/20/2019

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
Gary Thompson Agency, Inc.
4200 Lucile Drive Suite 200
Lincoln NE 68506

CONTACT NAME: Jen Miller
PHONE (A/C, No, Ext): (402) 475-2609 FAX (A/C, No): (402) 475-6121
E-MAIL ADDRESS: jenm@gtainsures.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Western Group	10804
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Hamilton Equipment Company
8801 Highway 6
Lincoln NE 68507

COVERAGES **CERTIFICATE NUMBER:** CL1981221617 **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 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		IMD3038465-26	09/01/2019	09/01/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		IMD3038465-26	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			IMD3038465-26	09/01/2019	09/01/2020	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
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	Y	WCA3038464-26	09/01/2019	09/01/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	EQUIPMENT DEALERS FORM			IMD3038465-26	09/01/2019	09/01/2020	BLANKET LIMIT	$6,717,000

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

City of Lincoln, Lancaster County are listed as Additional Insured for General Liability and the Business Auto Policy. Garagekeepers coverage is endorsed on Business Auto policy. Garage Liability is endorsed on the Inland Marine line in form CW2681. (See accompanying forms).

CERTIFICATE HOLDER
City of Lincoln & Lancaster County
555 S 10th Street
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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lincoln Lancaster County Lincoln-Lancaster County Public Bldg Commission 555 S 10th St Lincoln, NE 68508	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

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Policy Number: **IMD 3038465 - 26**

SCHEDULE OF FORMS AND ENDORSEMENTS

The following Declarations, Coverage Forms, Conditions, and Endorsements are applicable to:

All Commercial Inland Marine Coverages

State*	Number	Edition	Description
ALL	B CM DS 02	09-2000	Commercial Inland Marine Declarations
ALL	CL CM FS 01	09-2008	Schedule of Forms and Endorsements
ALL	CL IM 80 04	05-2013	Loss Payable Schedule
ALL	CL IM 80 05	05-2013	Loss Payable Options
ALL	CM 01 25	07-2000	Nebraska Changes

Coverages

State*	Number	Edition	Description
ALL	IL 01 59	09-2007	Nebraska Changes - Fraud or Misrep

Equipment Dealers Coverages

State*	Number	Edition	Description
ALL	CW 26 79	08-2013	Equipment Dealers Coverage Extension Endorsement
ALL	CW 26 78	05-2013	Equipment Dealers Coverage Form
ALL	CW 26 79 DS	08-2013	Equipment Dealers Coverage Extension Endorsement Schedule
ALL	CW 26 81	03-2010	Equipment Dealers - Liability Amendment - Property of Others
ALL	CW 26 88	02-2016	Equipment Dealers Blanket Schedule of Coverages

**When the word "ALL" appears in the state column, the form applies to all states on the policy.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

EQUIPMENT DEALERS
LIABILITY AMENDMENT - PROPERTY OF OTHERS

This endorsement modifies insurance provided under the following:

EQUIPMENT DEALERS COVERAGE FORM

Coverage B - Property of Others applies on an excess basis unless one of the coverage options is indicated below by an "X".

Coverage Options

☐ If this box is checked, we will pay for direct physical loss to Property of Others if you are legally liable for the loss or damage.

☐ If this box is checked, we will pay for direct physical loss to Property of Others without regard to your or any other insured's legal liability for the loss or damage. We will not take action against anyone who is liable for the loss or damage except with your written permission.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Lincoln Lancaster County Lincoln-Lancaster County Public Bldg Commission 555 So 10th St Lincoln, NE 68508

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	Policy No.	Endorsement No.
09/01/2019	WCA 3038464 26	
Insured		Premium
Hamilton Equipment Co		
Insurance Company:	Countersigned by _____	
Continental Western Insurance Company		

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT – PLATINUM PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGE EXTENSIONS

Paragraph No.	Name Of Extension	Limit or Included
A.	Additional Insured by Contract Or Agreement Including Primary and Noncontributory Other Insurance Condition	Included
B.	Airbags - Extended Coverage	Included
C.	Telematics & GPS Equipment Coverage	$2,500
D.	Electronic Equipment – Increased Coverage	$2,500
E.	Auto Loan/Lease Gap Coverage	Unlimited
F.	Autos Rented by Employees	Included
G.	Bail Bonds - Extended Coverage	$5,000
H.	Broad Form Named Insured Including Newly Acquired or Formed Organizations	Included
I.	Custom Signs & Decorations	Included
J.	Employees as Insureds	Included
K.	Family Emergency Travel Reimbursement	$2,500
L.	Fellow Employee Coverage	Included
M	Fire Extinguisher Recharge	Included
N.	Glass Repair – No Deductible	Included
O.	Hired Auto Physical Damage and Increased Loss of Use Expenses Loss of use (Per Day / Maximum)	$100,000 $500 / $3,500
P	Hybrid Auto Payment Coverage (per auto / per loss)	$2,500/ $5,000
Q.	Knowledge Of An Accident, Claim, Suit Or Loss	Included
R.	Limited Worldwide Hired & Non Owned Auto Coverage	Included
S.	Loss Of Earnings - Extended Coverage	$1,000
T.	New Vehicle Replacement Cost	Included
U.	Rental Reimbursement Coverage	
	Maximum Rental Expenses Per Day	$75
	Maximum Rental Expenses Because Of Loss To Any One Covered "Auto"	$3,375
	Maximum Rental Expenses Because Of Loss To All Covered "Autos" In Any One Policy Period	$15,000

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V.	Personal Effects Coverage	$500
W.	Resultant Mental Anguish	Included
X.	Towing And Labor Coverage Extension Private Passenger Type Other than Private Passenger Type	 $200 $250
Y.	Transportation Expenses - Coverage Extension (Per Day / Maximum)	$75 / $2,500
Z.	Unintentional Failure To Disclose Hazards	Included
AA.	Waiver Of Collision Deductible – Attached Autos	Included
BB.	Waiver Of Subrogation By Contract Or Agreement	Included

A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT INCLUDING PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II – Covered Autos Liability Coverage:**

When you have agreed in a written contract or agreement to include a person or organization as an additional insured, such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional insured only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Paragraph **A.1.** Who Is An Insured of Section **II** – Covered Autos Liability Coverage, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".
2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident".
3. The insurance afforded to any such additional insured does not apply to any "accident" beyond the period of time required by the written contract or agreement described above.
4. The most we will pay on behalf of such additional insured(s) is the lesser of:
   a. The Limits of Insurance specified in the written contract or agreement described above; or
   b. The Limits of Insurance shown in the Declarations.

   This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part.
5. The following changes are made to Paragraph **5.** Other Insurance of **B.** General Conditions under Section **IV** – Business Auto Conditions:
   a. The following is added to Paragraph **5.a.**:

      If required by the written contract or agreement described above, the insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.
   b. Paragraph **5.c.** is deleted in its entirety.
6. Paragraph **A.1.c.** under Section **II** - Covered Autos Liability Coverage is deleted in its entirety.
7. The definition of "insured contract" under Section **V** – Definitions is amended to add the following:

   An "insured contract" does not include that part of any contract or agreement: That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

B. AIRBAGS- EXTENDED COVERAGE

Section **III – Physical Damage Coverage,** Paragraph **B.3.a.** does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

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C. TELEMATICS & GPS EQUIPMENT COVERAGE

Physical Damage Coverage is amended as follows:

1. In Section **III** – Physical Damage Coverage, Paragraphs **B.4.c.** and **B.4.d.** do not apply to:

   a. Global positioning systems; or

   b. "Telematics devices";

   which are not:

   (1) Permanently installed in or upon the covered "auto";

   (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

   (3) An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or;

   (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

2. In the event of a "loss" to a covered "auto", the most we will pay for "loss" to global positioning systems and "telematics devices" in any one covered "auto" is the lesser of:

   a. The actual cash value of the damaged or stolen property at the time of loss;

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

   c. $2,500

3. For each covered "loss", a deductible of $100 shall apply.

"Telematics Devices" include devices that are not installed by the vehicle manufacturer and that are designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes global positioning systems and wireless safety communication devices.

Cellular, mobile and smart phones are not considered global positioning systems or "telematics devices" for purposes of this coverage provision.

D. ELECTRONIC EQUIPMENT – INCREASED COVERAGE

The $1,000 limit indicated in Paragraph **C.1.b.** under Section **III** – Physical Damage Coverage is increased to $2,500.

E. AUTO LOAN/LEASE GAP COVERAGE

The following is added to **Section III – Physical Damage Coverage**, Paragraph **C.**:

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

The amount paid under the Physical Damage Coverage section of the policy; and any:

1. Overdue lease/loan payments at the time of the "loss";
2. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
3. Security deposits not returned by the lessor;
4. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
5. Carry-over balances from previous loans or leases.

However, this provision does not apply to the extent loan/lease gap coverage has been provided by separate endorsement to this policy.

F. AUTOS RENTED BY EMPLOYEES

The following is added to **Section II – Covered Autos Liability Coverage**, Paragraph **A.1.**:

The following is added to the **Who Is An Insured** Provision:

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

G. BAIL BONDS - EXTENDED COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(2)** is deleted and replaced by the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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H. BROAD FORM NAMED INSURED INCLUDING NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to sub paragraph **A1. Who Is An Insured** of **Section II – Covered Autos Liability Coverage**:

For any covered "auto";

Any organization, other than a partnership, joint venture or limited liability company, over which you maintain ownership or majority interest of more than 50 percent on the effective date of this endorsement and for which you are obligated prior to the loss to provide insurance, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance.

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

1. This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
2. Coverage under this provision does not apply to "bodily injury", "property damage", expense or "loss" that occurred before you acquired or formed the organization.
3. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

I. CUSTOM SIGNS & DECORATIONS

Physical Damage coverage on a covered "auto" extends to "loss" to custom signs and decorations including custom murals, paintings or other decals or graphics.

Our limit of liability for each "loss" to custom signs and decorations shall be the least of:

(1) Actual cash value of the stolen or damaged property; or

(2) Amount necessary to repair or replace the property;

This coverage does not apply to Hired Auto Physical Damage Coverage.

J. EMPLOYEES AS INSUREDS

Section II- Covered Autos Liability Coverage, Paragraph **A.1.b.(2)** is deleted and replaced by the following:

(2) Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision, **I.** EMPOYEES AS INSUREDS, does not apply if separate Employee as Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

K. FAMILY EMERGENCY TRAVEL REIMBURSEMENT

SECTION II - LIABILITY COVERAGE, A. 2. Coverage Extensions is amended to include the following:

In addition to the Limit of Insurance, we will pay reasonable "travel reimbursement expenses" incurred by a "family member" or "designated representatives", of an "insured" or passenger for travel to visit that "insured" or passenger who was injured in an "accident" involving a covered "auto", subject to the following conditions:

1. Regardless of the number of traveling "family members" or "designated representatives", injured "insureds" or passengers, claims made or vehicles involved in the "accident", the most we will pay for all "travel reimbursement expenses" resulting from any one "accident" is $ 2,500.
2. Travel must be to visit the injured party at the hospital to which such "insured" has been admitted and has received medical or surgical treatment for a period of 72 hours or more from the time of first admittance to such hospital, or in the event of death, to the location necessary to handle the immediate affairs of the deceased.
3. Subject to the $2,500 per accident limit, the most we will pay for the combined total of expenses for room accommodations, meals, and parking for each "family member" or "designated representatives" is $200 per day.
4. We will reimburse ground transportation using a personal vehicle at a rate of 40 cents

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per mile for the actual miles driven.

5. All "travel reimbursement expenses" must be supported by written receipts submitted to us no later than 120 days from the date such "travel reimbursement expenses" were incurred.

"Travel reimbursement expenses" include reasonable ground, rail, or air (coach class) transportation, room accommodations, meals, and parking expenses only.

"Designated representative" is an individual identified by the "insured" as a close personal friend or as having decision making authority pertaining to the insured's care in the event of incapacity or death.

"Family member" means a person related to the injured "insured" by blood, marriage, state-recognized civil union, or adoption, including a ward or foster child.

L. FELLOW EMPLOYEE COVERAGE

Exclusion **B. 5.** of **Section II - Covered Autos Liability Coverage** is deleted and replaced with the following:

5. **Fellow Employee**

   a. "Bodily injury" to any fellow "employee" of an "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

   b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

   However, this exclusion does not apply to liability incurred by your "employees" that are "executive officers".

   No "employee" is an "insured" for "bodily injury" to a co-employee if such co-employee's exclusive remedy is provided under a workers compensation law or any similar law.

For the purpose of Fellow Employee Coverage only, paragraph **B.5.** of **Business Auto Conditions** is changed as follows:

This **FELLOW EMPLOYEE COVERAGE** is excess over any other collectible insurance.

As used in this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

M. FIRE EXTINGUISHER RECHARGE

The following is added to Paragraph **A.4. Coverage Extensions** of **Section III – Physical Damage Coverage:**

When fire extinguishers are kept in your covered "auto" and are discharged in an attempt to extinguish a fire, we will pay the lesser of the actual cost of recharging or replacing such fire extinguisher(s).

No deductible applies to this coverage.

N. GLASS REPAIR – NO DEDUCTIBLE

Section III – Physical Damage Coverage, Paragraph **D.** is deleted and replaced by the following:

D. DEDUCTIBLE

For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

1. "Loss" caused by fire or lightning; or
2. "Loss" when you elect to patch or repair glass rather than replace.

O. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND INCREASED LOSS OF USE EXPENSES

Section III – Physical Damage Coverage, **A. 4 Coverage Extensions** is amended to include the following:

If hired "autos" are covered "autos" for Liability Coverage under this policy and if Physical Damage Comprehensive Coverage, Physical Damage Specified Causes Of Loss Coverage, or Physical Damage Collision Coverage is provided under this policy for any "auto" you own, then such Physical Damage Coverages are extended to apply to "autos" you lease, hire, rent or borrow without a driver, subject to the following provisions:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.
2. The most we will pay in any one "loss" is the least of $100,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:

   a. The deductible shall be equal to the

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amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.

b. No deductible will apply to "loss" caused by fire or lightning.

3. Coverage provided under this extension will be excess over any other collectible insurance you have.

Paragraphs 1 through 3 above do not apply if separate Hired Auto Physical Damage is indicated in the declarations.

4. For "autos" you lease, hire, rent or borrow covered under this Hired Auto Physical Damage Coverage extension or under separate coverage provided in the declarations, the limits in subparagraph **b. Loss Of Use Expenses** under paragraph **4. Coverage Extensions** as found in paragraph **A. Coverage** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, are increased to $500 per day, to a maximum of $3,500.

P. HYBRID AUTO PAYMENT COVERAGE

Section III – Physical Damage Coverage, **A. 4 Coverage Extensions** is amended to include the following:

1. In the event of a total "loss" to a non-"hybrid auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under the Business Auto Coverage form, then Physical Damage Coverages are amended as follows:

a. If a non-"hybrid auto" is replaced with a "hybrid auto" or "electric auto" we will pay an additional 10% of the non-"hybrid auto's" actual cash value or replacement cost, to a maximum of $2,500, whichever is less;

b. The non-"hybrid autos" must be replaced and a copy of a bill of sale or lease agreement must be received by us within 60 calendar days of the date of "loss"; and

c. If more than one non-"hybrid auto" is damaged in any one "loss", the most we will pay under this Coverage for any one "loss" is $5,000.

2. For the purpose of this coverage provision the following Definitions are added:

a. "Hybrid auto" is defined as an "auto", including a hybrid "electric auto" that is powered by two sources, an internal combustion engine, and an electric motor.

b. "Electric auto" is an "auto" that is powered by an electric motor instead of an internal combustion engine. The "electric auto" uses energy stored in its rechargeable batteries, which are recharged by common household electricity.

Q. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **Section IV – Business Auto Conditions**, Paragraph **A.2.**:

Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.

Notice of an "accident" or "loss" to your Workers' Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers' Compensation policy.

R. LIMITED WORLDWIDE HIRED & NON OWNED AUTO COVERAGE

In **Section IV - Business Auto Conditions,** Condition **B.7.**, paragraph b.(5) is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

S. LOSS OF EARNINGS - EXTENDED COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(4)** is deleted and replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $1,000 a day because of time off from work.

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T. NEW VEHICLE REPLACEMENT COST

The following is added to the Paragraph C. **Limit of Insurance** provision of **Section III – Physical Damage Coverage:**

In the event of a total "loss" to your "new vehicle" to which this coverage applies, we will pay at your option:

a. The cost to replace the covered "auto" with a new "auto" of like make, model and year; or

b. An amount equal to the original purchase price you paid to acquire the vehicle, including taxes, but excluding any extended warranties and licensing fees.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs. or less gross vehicle weight).

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 180 days before the date of the "loss".

U. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "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. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".

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

1. The number of days reasonably required to repair or replace 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

2. 45 days.

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

1. Necessary and actual expenses incurred.

2. The maximum rental expenses indicated below:

(1) Not more than $75 per day;

(2) The maximum rental expenses shown below:

(a) $3,375 because of "loss" to any one covered "auto";

(b) $15,000 because of all "loss" to all covered "autos" in any one policy period.

4. We will pay up to an additional $300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".

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

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

V. PERSONAL EFFECTS COVERAGE

The following is added to **Section III – Physical Damage Coverage**, Paragraph **A.4.**:

Physical Damage Coverage on a covered "auto" is extended to "loss" to your personal property and, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss"; and caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

The most we will pay for any one "loss" under this coverage extension is $500. However, our payment for "loss" to personal property will only be for the account of the owner of the property.

Under this provision personal property does not include and we will not pay for "loss" of:

1. Currency, coins, securities or

2. Property that under federal or state law is

a. An illegal controlled substance

b. Property in the course of illegal transportation or trade.

No deductible applies to this coverage extension.

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W. RESULTANT MENTAL ANGUISH

Section V - Definitions, Paragraph **C.** is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

X. TOWING AND LABOR COVERAGE EXTENSION

The following is added to **Section III – Physical Damage Coverage,** paragraph **A.2.**:

1. We will pay up to:
   a. $200 for a covered "auto" of the private passenger type or
   b. $250 for a covered "auto" that is not of the private passenger type,

   for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

Y. TRANSPORTATION EXPENSES - COVERAGE EXTENSION

Paragraph **A.4.a. Transportation Expenses** of **Section III – Physical Damage Coverage** is amended as follows:

7. The Limits of Insurance are increased to $75 per day to a maximum of $2,500.
8. We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

Z. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **Section IV - Business Auto Conditions**, Paragraph **B.2.**:

If you unintentionally fail to disclose any hazards existing at the inception of this policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

AA. WAIVER OF COLLISION DEDUCTIBLE – ATTACHED AUTOS

The following is added to paragraph **D.** under **SECTION III - PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form:

If a "trailer" is connected to an "auto" that is not a "trailer" and both "autos":

1. Are covered "autos" for Collision Coverage that applies to that "accident", and
2. Sustain damage in a single "accident".

we will waive the lowest of the applicable Collision deductibles.

BB. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV - Business Auto Conditions**, Paragraph **A.5.**:

We waive any right of recovery we may have against any "insured" provided coverage under this endorsement under **A.** ADDITIONAL INSURED BY CONTRACT OR AGREEMENT **INCLUDING PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION**, but only as respects "loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the written contract or agreement.

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