Public Building Commission

Tuesday, October 13, 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 Meeting

2. MINUTES

Approval of the previous Public Building Commission Meeting Minutes

Documents:

PBC Minutes 9 08 20.Pdf

3. OLD BUSINESS

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

Documents:

HOJ Front Security Pay App 12R.pdf

B. Security Update

4. NEW BUSINESS

A. Approval of General Vouchers for September 2020

Documents:

Vouchers September 2020.Pdf

B. DEC Presentation

Documents:

DEC Customer Meetings October 2020.Pdf

C. K Street Purchasing Division Carpet Replacement Quote Approval

Documents:

Carpet UP Quote.pdf

D. Art Gallery Artist Invite

5. CONTRACT APPROVALS:

A. Contract for Annual Services of Equipment and Accessory Rental #20-191 NMC, Inc.

Documents:

20-191 NMC.pdf

B. Contract for Annual Services of Equipment and Accessory Rental #20-191 Murphy Tractor and Equipment Co., Inc.

Documents:

20-191 Murphy.pdf

C. Contract for Annual Service of Rental and Cleaning of Mats and Various Linen and Related Items #20-172 Paramount Linen and Uniform Rental

Documents:

20-172 Paramount Linen.pdf

D. Amendment to Memo of Understanding for Office Supplies and Products #MOU061 Office Depot

Documents:

MOU061 Office Depot.pdf

E. Amendment to Contract for Household Miscellaneous Batteries #5909 AV Associates of Nebraska

Documents:

5909 AV Associates Of Nebraska.pdf

F. Amendment to Contract for Fire Alarm Panel Inspection, Testing and Repair #5682 Total Fire and Security

Documents:

5682 Total Fire And Security.pdf

6. REPORT FROM ADMINISTRATIVE STAFF

Discussion of administrative items and confirmation of the next Public Building Commission Meeting on November 10, 2020.

7. ADJOURNMENT

MINUTES
PUBLIC BUILDING COMMISSION
TUESDAY, SEPTEMBER 8, 2020 1:30 P.M.
ROOM 113 – BILL LUXFORD STUDIO
COUNTY CITY BUILDING

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

OTHERS PRESENT: Kerin Peterson, Yohance Christie, Nick Hanna and Margaret Bohy.

The meeting of the Public Building Commission was called to order by Roma Amundson. Roma introduced of all the Commission members present.

The Budget Hearing minutes from August 11, 2020 were presented for approval. Jane Raybould motioned for approval and Richard Meginnis seconded. The vote carried. The general meeting minutes from August 11, 2020 were presented for approval. Jane Raybould motioned for approval and Richard Meginnis seconded. The vote carried.

Hall of Justice Front Security Entrance Remodel – Nick Hanna, The Clark Enersen Partners, submitted payment application #11 for $5,465.35 for approval. Richard Meginnis motioned for approval and Jane Raybould seconded. The vote carried. Nick then updated Change Order #3 that was previously approved. The update added calendar days to the construction contract due to long lead times on doors and hardware due in part to COVID-19. The contract completion date will be updated to read October 6, 2020.

Security Update – No security update.

Jane Raybould motioned to approve the general vouchers for August 2020. Richard Meginnis seconded the motion. The vote carried.

Health Department Boiler Quote Approval – Kerin reported that we are replacing a secondary boiler at the Health Department that is fifteen years old. The Unit Price Price quote was submitted by Johnson Controls for $31,438.25. Jane Raybould motioned for approval. Chris Callihan seconded. The vote carried.

There were five contract approvals submitted by Purchasing:

a. Memo of Understanding for Janitorial and Sanitation Supplies, Equipment and Related Services #MOU084 The Home Depot Pro;
b. Contract for Carpet and Upholstery Cleaning #20-154 Supersteam;
c. Amendment to Contract for Workstations and Accessories #17-140 AOI;
d. Amendment to Contract for Workstations and Accessories #17-140 OID;
e. Amendment to Contract for Workstations and Accessories #17-140 Emcompas;

Jane Raybould motioned for approval of all contracts. Richard Meginnis seconded. The vote carried.

Sean Flower day entered the meeting.

The next meeting of the Public Building Commission will be October 13, 2020.

Report from Administrative Staff – Kerin reported that 233 South 10th Street is a potential location for StarTran as a downtown public transportation depot. A grant application for the project will be awarded in October or November. The pre-bid meeting for the Public Parking deck is scheduled for this week. We will have cost estimates back quickly for that project. The Health Department is in need of concrete repair of the parking lot and sidewalk area. Bid documents for those repairs are being prepared. Kerin is working with the County Attorney and their additional space needs. There was a discussion on how Lancaster County and City of Lincoln will continue to conduct business from this point forward and if work from home options will continue to be available. Remote working could change the need for additional space. Property Management will send out a survey monkey to start division directors thinking and giving us feedback of potential space needs.

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

Due to a prior commitment the following agenda item was allowed after the meeting was adjourned.

Law Enforcement Memorial Presentation – Deputy Sheriff Todd Duncan presented the Law Enforcement Memorial. Todd stated that this committee started with a group of law enforcement members of both Lincoln Police Department and Lancaster County Sheriff's Office, the respective unions that govern those entities and family members of fallen officers. The fundraising began about a year ago and they just received a large donation from Sandhills Publishing that is closing the gap on the $30,000 left to raise. The memorial will include bronze statues representing both an LPD and LSO officer, large plaques that include the names of the fallen officers and will be a place for quiet reflection on those who gave their life for our community. The Public Building Commission will assist with the installation and cover some of the ground-breaking expenses and worked with The Clark Enerson Partners on site selection in front of the Hall of Justice. The site selected has been approved by the Nebraska Capital Environs Commission. The committee is also looking at alternative locations as they want this to be a place of reflection and not open it up for destruction. They will have an endowment fund in place for upkeep and insurance on the memorial. The committee is planning for an installation date of next fall.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

REVISED

To Owner:	City of Lincoln, Public Building Comm. 920 O Street, Room 203 Lincoln, NE 68508	Project: COL Hall of Justice City-County Security Upgrades P.O. # : 0 Owner's Project #: 19-211 Project Mgr: Kerin Peterson	Application Number: Period To: Arch. Project Number:	12/Partial 09.30.20 0	Distribution to: ☐ Owner ☐ Architect ☐ Contractor
From (Contractor):	DICKEY ▪ HINDS ▪ MUIR Incorporated PO Box 22555 Lincoln NE 68542-2555	VIA (Architect): The Clark Enersen Partners 1010 Lincoln Mall, Suite 200 Lincoln, NE 68508	Contract Date: DHM Job# Invoice #	10.15.19 9797 202009.010	
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		$465,500.00
2. Net Change by Change Orders		$12,528.00
3. Contract Sum to Date (Line 1 + 2)		$478,028.00
4. Total Completed and Stored to Date		$440,520.00
5. Retainage:		
A. 5% of Completed work.	$22,026.00	
B. 5% of Stored Material.	$0.00	
Total Retainage (Line 5A + 5B Total)		$22,026.00
6. Total Earned Less Retainage (Line 4 Less Line 5 Total)		$418,494.00
7. Less Previous Certificates for Payment (Line 6 from Prior Certificate)		$374,184.10
8. Current Payment Due		**$44,309.90**
9. Balance to Finish, Plus Retainage (Line 3 Less Line 6)		$59,534.00

Change Order Summary	Additions	Deductions
Total Changes Approved In Previous Months by Owner:	$12,528.00	$0.00
Total Approved This Month	$0.00	$0.00
Totals	$12,528.00	$0.00
Net Change by Change Orders >>>>>	$12,528.00	

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: 10/9/2020

J. Adam Muir, President

State of: Nebraska
County of: Lancaster
Subscribed and Sworn to Before me this 9th day of October

General Notary - State of Nebraska
DAVID K. KOOZER
My Comm. Exp. July 2, 2024.

Notary Public:

My Commission expires: July 2, 2024

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 # 202009.010

Project: COL Hall of Justice City-County Security Upgrades
P.O. # :
Owner's Proj #: 19-211

APPLICATION # : 12/Partial
APPLICATION DATE : 10/9/2020
PERIOD TO : 09.30.20
ARCH. PROJECT NO :
DHM JOB # : 9797

Percent Retainage= 5.00%

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS	WORK COMPLETED THIS APPLIC	MATERIALS STORED	COMPLETED & STORED	PERCENT	BALANCE TO FINISH	RETAINAGE 5.00%
1	General Conditions	7,238	6,150	700		6,850	94.64%	388.00	342.50
2	Enclosures	19,048	18,298	750		19,048	100.00%	0.00	952.40
3	Demolition Other	22,420	19,700	2,720		22,420	100.00%	0.00	1,121.00
4	Demolition Concr. Holes	291	291			291	100.00%	0.00	14.55
5	Concr. & Masonry Patching	3,673	2,800	873		3,673	100.00%	0.00	183.65
6	Concrete Flatwork	5,258	5,258			5,258	100.00%	0.00	262.90
7	Carpentry Rough	24,082	19,600	2,000		21,600	89.69%	2,482.00	1,080.00
8	Carpentry Finish	4,004	3,200	300		3,500	87.41%	504.00	175.00
9	Thermal & Moisture	2,079	1,200			1,200	57.72%	879.00	60.00
10	Mtl Drs & Frs Carpentry	3,615	2,250			2,250	62.24%	1,365.00	112.50
11	Specialities	12,964	9,200	2,000		11,200	86.39%	1,764.00	560.00
12	03-Precast Concrete	1,667	1,400			1,400	83.98%	267.00	70.00
13	04-Masonry	3,433	3,100			3,100	90.30%	333.00	155.00
14	04-Stone Panels	9,642	9,642		Not allowed	9,642	100.00%	0.00	482.10
15	05-Sheet Metal Fabrications	948	948		on this	948	100.00%	0.00	47.40
16	08-Doors & Fin Hard	61,195	47,225		project	47,225	77.17%	13,970.00	2,361.25
17	08-Alum Entrances	72,268	60,450	5,450		65,900	91.19%	6,368.00	3,295.00
18	09-Mtl Studs/ Drywall	38,980	34,550	4,430		38,980	100.00%	0.00	1,949.00
19	09-Carpeting	9,187	8,625			8,625	93.88%	562.00	431.25
20	09-Painting	2,234	1,325			1,325	59.31%	909.00	66.25
21	10-Wall & Door Protection (Abuse-resi	1,182	1,182			1,182	100.00%	0.00	59.10
22	10-Signage	1,503				0	0.00%	1,503.00	0.00
23	12-Marble Patching	2,653	2,653			2,653	100.00%	0.00	132.65
24	12-Blinds & Drapes	4,213				0	0.00%	4,213.00	0.00
25	12-Solid Surface Counter	843	843			843	100.00%	0.00	42.15
26	21-Fire Sprinklers	3,218	1,750	1,468		3,218	100.00%	0.00	160.90
27	22-Plumbing	18,953	18,953			18,953	100.00%	0.00	947.65
28	23-HVAC	68,624	45,550	23,074		68,624	100.00%	0.00	3,431.20
29	26-Electrical	50,775	45,775			45,775	90.15%	5,000.00	2,288.75
30	Bond	9,310	9,310			9,310	100.00%	0.00	465.50
						0	#DIV/0!	0.00	0.00

APPROVED CHANGES TO THE CONTRACT

ITEM NO.		SCHEDULED VALUE	WORK COMPLETED PREVIOUS	WORK COMPLETED THIS APPLIC	MATERIALS STORED	COMPLETED & STORED	PERCENT	BALANCE TO FINISH	RETAINAGE 5.00%
CO 1	CPR 1 - Electrical changes per RFI-00	-9119				0.00	0.00%	-9,119.00	0.00
CO 1	CPR 2 - ASI 002 Floor & Granite Pane	15527	12,650.00	2,877.00		15,527.00	100.00%	0.00	776.35
CO 2	CPR 3 - Added door operators	6120				0.00	0.00%	6,120.00	0.00
CO 2	CPR 4 - Calendar day extension	0	0.00			0.00	#DIV/0!	0.00	0.00
CO ?	CPR 6 Revised door hardware					0.00	#DIV/0!	0.00	0.00
CO ?	CPR 7 - Added Exit Lettering					0.00	#DIV/0!	0.00	0.00
TOTALS		478,028	393,878.00	46,642.00	0.00	440,520.00	92.15%	37,508	22,026.00

1 = Original Contract Sum		465,500.00	
2 = Change Orders		12,528.00	
3 = Contract to Date		478,028.00	
4 = Completed & Stored		440,520.00	
5 = Retainage			Retainage
5a= 5.00%	22,026.00		22,026.00
5b= 5.00%	0.00	22,026.00	
6 = Earned Less Retainage		418,494.00	
7 = Previous Payments (line 6 from previous)		374,184.10	
8 = Payment Due >>>>>>>>>>>>>>>>>>		**44,309.90**	
9 = Balance,Plus retainage		59,534.00	

Col. D & E No. 5a	Col. F No. 5b
22,026.00	0.00

THANK YOU

Appl #	12/Partial
Post	46,642.00

September 2020 Vouchers

VENDOR:	AMOUNT:
AKRS EQUIPMENT SOLUTIONS	$64.02
AMAZON	$14.78
BOB AND DON'S PLUMBING	$585.00
BLACK HILLS UTILITIES	$351.15
CARQUEST	$14.83
CITY OF LINCOLN ACCOUNTING/FINANCE	$962.50
CLARK ENERSON	$481.20
CUMMINS INC	$503.01
DATA POWER TECHNOLOGY GROUP	$2,336.00
DICKEY HINDS MUIR	$30,440.35
DISTRICT ENERGY CORPORATION	$121,180.95
EXECUTIVE ANSWERING SERVICE	$39.20
GRAYBAR ELECTRIC	$193.38
HOFELING ENTERPRISES	$10.00
HOME DEPOT	$434.04
HOME DEPOT PRO	$1,942.42
HUSKER ELECTRIC SUPP	$75.52
INNERSPACE STUDIOS	$1,200.40
INTECONNECT INC	$12,010.28
JOHNSON CONTROLS	$4,564.82
JOHNSON HARDWARE COMPANY	$102.00
KINER SUPPLY CO INC	$412.93
LEE NE MEDIA GROUP	$81.40
LINCOLN ELECTRIC SYSTEM	$45,016.58
LINCOLN GLASS INC.	$130.00
LINCOLN LOCK & SAFE	$358.61
LINCOLN WATER SYSTEM	$9,560.16
LOGMEIN*PRO2	$349.99
MAHONEY FIRE SPRINKLER INC	$630.00
MENARDS	$484.09
MIDWEST ALARM SERVICES	$209.70
MIDWEST DOOR AND HARDWARE	$215.25
NEBRASKA STATE PATROL	$1,500.00
NORLAND PURE	$73.80
OFFICEMAX/OFFICEDEPT	$34.99
ORKIN	$560.75
PARAMOUNT LAUNDRY & TEXTILE	$1.85
PAYPAL *ALLSTARELEC	$33.00
PAYPAL *NEBRASKARUR	$100.00
Q P ACE HDWE	$104.44
SANAIR TECHNOLOGIES LAB	$14.50
SCHINDLER ELEVATOR CORP	$780.00

SCHROEDER INVESTMENTS INC.	$5,752.00
SIGN SOLUTIONS OF LINCOLN	$37.50
SITEONE LANDSCAPE SUPPLY	$143.30
STATE OF NEBRASKA BOILER INSPECTIONS	$144.00
TENNANT COMPANY	$2,544.28
TAYLOR'S DRAIN AND SEWER	$85.00
TOTAL FIRE AND SECURITY	$1,310.00
TOTAL TOOL SUPPLY-LI	$80.00
URIBE REFUSE SERVICES LLC	$1,157.00
US POSTAL SERVICE	$50.00
US WATER SERVICE	$800.24
VERIZON	$556.99
VOSS LIGHTING	$622.44
WINDSTREAM	$1,692.11

Grand Total	**$253,132.75**

DEC Customer Obligations

October 2020

Vision

"Striving for Energy Excellence"

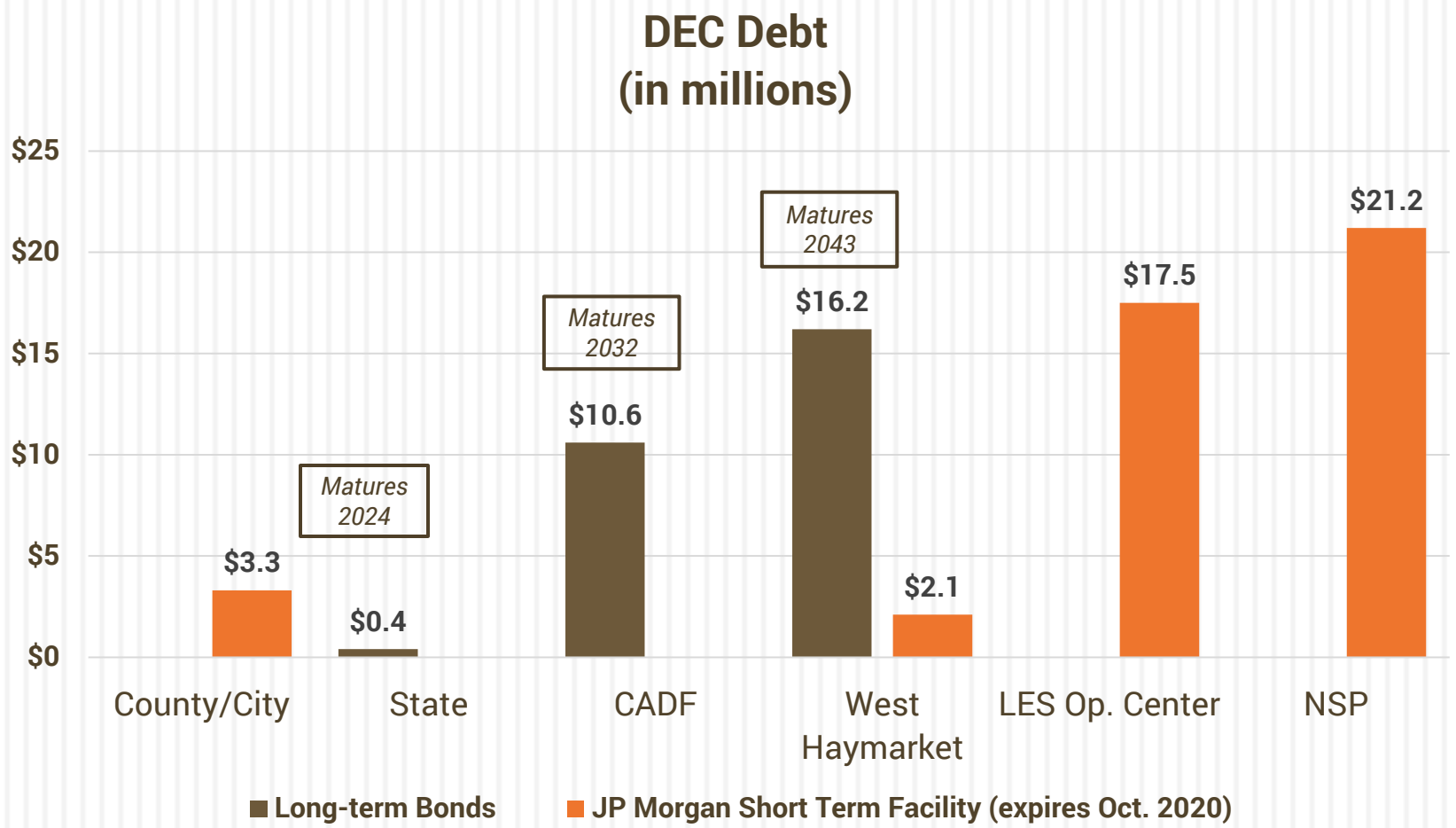
Mission

"Provide low-cost, reliable and efficient thermal energy services to enhance and enable economic development of the Lincoln community"

Purpose of Today's Meeting

- Review DEC's current debt structure and outstanding amounts
- Discuss upcoming bond issuance
- Receive customer feedback regarding proceeding with current bond structure
- LES team to report back to DEC Board at its October board meeting

DEC has $71.3M in outstanding debt in various forms



DEC customers may benefit from an explanation of DEC's debt obligation

General Bond Resolution 10-4-G; Section 7.08 Rates, Fees and Charges

DEC must set rates to produce revenue each fiscal year at least sufficient to:

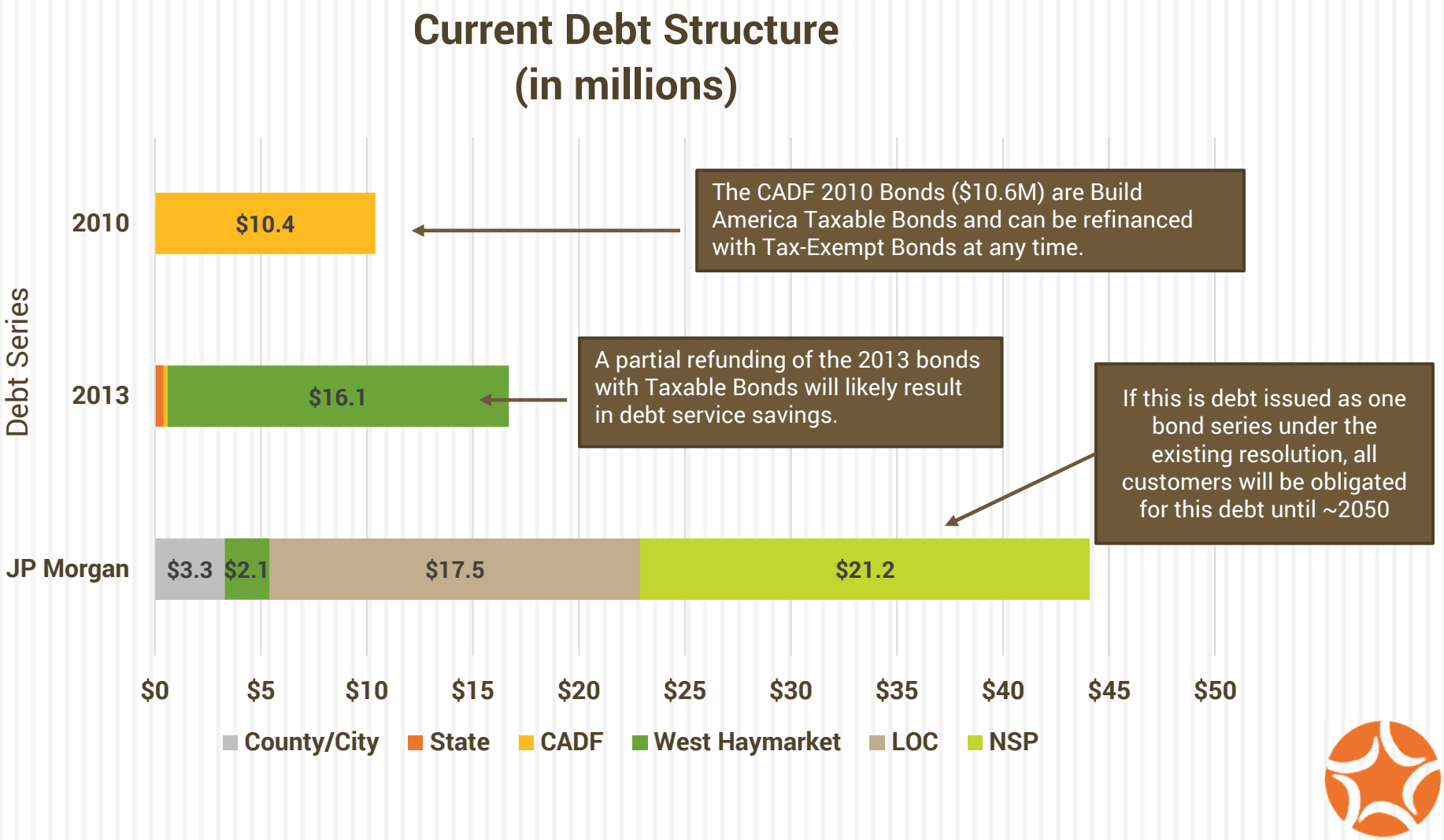
1. Pay all Operating and Maintenance Expenses
2. Pay the annual Debt Service
3. Pay all other financial obligations

Based on the above, DEC customers are subject to paying the debt for all facilities in the event of default of a fellow customer – even after their own facility's debt is paid if they elect to remain a customer of DEC.

(Note: Once a customer's facility debt is paid, the customer has the option of cancelling service with DEC and assuming ownership and operation of the plant that serves them.)

This issue is exacerbated each time that additional debt is issued by DEC, potentially obligating customers for longer periods.

Opportunities exist for refinancing and restructuring of existing debt



DEC will move forward with existing debt structure absent customer concerns

It is possible that DEC Customers are comfortable with a shared obligation structure

Pros with current structure

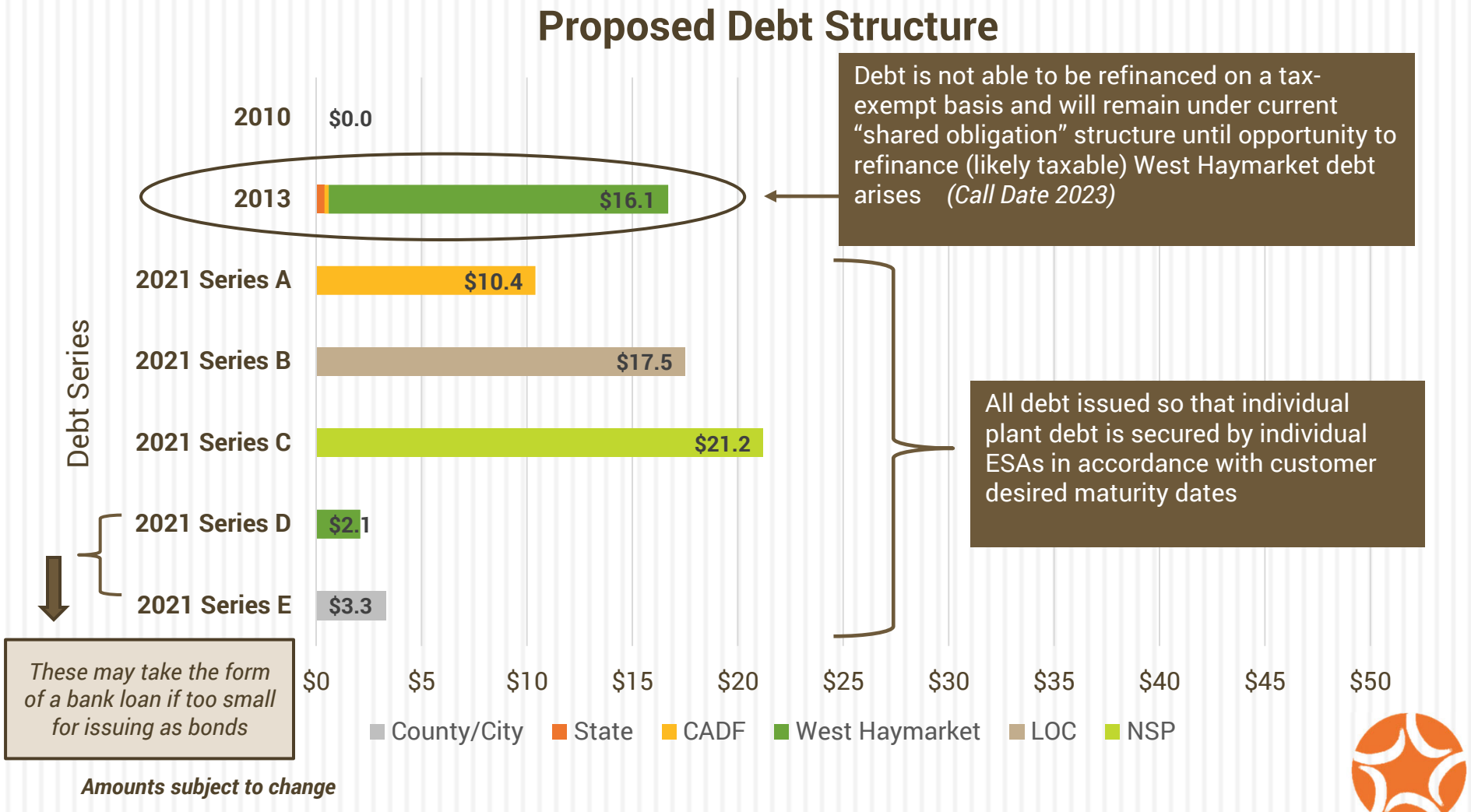
- Cheapest for all customers
  - *One bond series results in single offering document, single bond rating, lower LES labor and attorney fees*
- Risk of default by highly rated customers is low
  - *City, County, WHM and LES should generally be comfortable with each other*
  - *State customers may be an exception – could be separate issuance*
- Simple structure to explain to bond buyers
- Maintains a utility type approach

Cons with current structure

- Risk of fellow customer default
  - *There may be an opportunity to mitigate this risk with insurance*
- Difficult to unwind structure after bonds are issued

The decision on how to proceed is a long-term strategy decision that must be made carefully and with full understanding of DEC customers.

A scenario moving toward elimination of shared debt obligations creates challenges



Execution of the plan . . .

1. **July (complete)**: DEC Board Resolution 20-09 Extension of JP Morgan short term facility one year (to October 2021) to allow time to:
   - *Complete updated bond documents*
   - *Evaluate market and time the bond issuance appropriately*

   The JP Morgan Line of Credit can be paid down at any time over the next year.

2. July – September:
   - LES staff discusses with customers current obligations, upcoming bond issuance structure and desired maturity dates.

3. October Board Meeting
   - LES updates DEC Board on customer conversation and recommends plan to move forward on financing.
   - Resolution(s) for bond and/or bank loan financings.

4. Issue debt in Q1 or Q2 2021

Customer feedback needed

- DEC Board Meeting is October 20
- Plan to continue with shared obligation structure unless customer feedback necessitates an alternate plan and DEC Board directs a change

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

Unit Price - Flooring - Carpet, Tile and Edging Installation, Bid No. 16-288

Date: 9-22-20

TO DEPARTMENT/AGENCY REPRESENTATIVE:

FROM (CONTRACTOR): Midwest Floor Covering AWARD LEVEL: 3

PROJECT DESCRIPTION: City Purchasing 2nd Floor

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	11-2-20
Number of Days to Complete	5 days

LABOR COST TABLE * Includes all notes on MFC Proposal.

CONTRACTOR	Rate	UOM	Estimated Quantity	Estimated Total
CARPET:				
Install - Broadloom Roll Direct Glue (per sq yd)	$6.00	Square Yard	—	
Install - Broadloom Roll Double Stick (per sq yd)	$8.50	Square Yard	—	
Install - Broadloom Roll Stretch In (per sq yd)	$8.00	Square Yard	—	
Install - 2' Squares (per sq yd)	$5.50	Square Yard	288	1,584,00
Removal - Broadloom & Squares (per sq yd)	$5.00	Square Yard	288	1,440,00
Removal - Adhesive (per sq ft)	$0.55	Square Foot	2,592	1,425,60
CERAMIC TILE:				
Install (per sq ft)	$10.00	Square Foot	—	
Remove (per sq ft)	$8.00	Square Foot	—	
FLOORING & BASE:				
Install 6' Sheet Vinyl Flooring (per sq yd)	$16.00	Square Yard	—	
Install 12" Sheet Resilient Vinyl Flooring (per sq ft)	$16.00	Square Foot	—	
Removal of Non-Asbestos Resilient Flooring (per sq	$3.00	Square Foot	—	
Install of Vinyl Base (per lf)	$0.90	Linear Foot	600	540,00
Remove of Vinyl Base (per lf)	$0.35	Linear Foot	600	210,00
Removal of Adhesive (per sq ft)	$0.55	Square Foot	—	
MISCELLANEOUS:				
Floor Prep and Patch Work (per hour)	$56.00	Hour	4	224,00
Furniture Moving (per hour)	$85.00	Hour	40	3400,00
TOTAL LABOR				8,823,60

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	Estimated Total
Total Rental Equipment Costs Rolloff Dumpster	300.00	15.0%	345,00
Total Materials Cost	6,258.61	15.0%	7,197,40
Total Shipping/Freight Cost			

SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% of Markup	Estimated Total
Sub No. 1		15%	
Sub No. 2		15%	

TOTAL ESTIMATED COST -- NOT TO EXCEED: $ 16,366,00

CONTRACT DOCUMENTS

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

Annual Services
Equipment and Accessory Rental

NMC, Inc.
401 NW 56th St.
Lincoln, NE 68528
402-473-1030

CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **NMC, Inc. 401 NW 56th St., Lincoln, NE 68528**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

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

Equipment and Accessory Rental, Bid No. 20-191

and,

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

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

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

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

Agreement to full proposal

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

   "Contracted Vendors" shall mean all vendors who contract or who have contracted with the Owners pursuant to Bid No. 20-191 for Equipment and Accessory Rental.

   "Contracts" shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 20-191 for Equipment and Accessory Rental.

The Owners will pay for products/service, according to the pricing attached to Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The cost of products or services for City Departments shall not exceed $200,000.00 during the contract term without approval by the City of Lincoln. The cost of products or services for County Agencies shall not exceed $200,000.00 during the contract term without approval by the Board of Commissioners. The cost of products or services for the Public Building Commission shall not exceed $100,000.00 during the contract term without approval by the Board of the Public Building Commission.

3. 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.

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

5. Termination. This Contract may be terminated by the following:
   - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
     - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the 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 contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the 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.

7. 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, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, 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 Contract 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.

8. Audit Provision: The Service Provider shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.

9. Period of Performance. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a four (4) year term with the option to renew for one (1) additional four (4) year term. The Owners reserve the right to extend the contract beyond the renewal term upon written approval by both parties.

10. The Contract Documents comprise the Contract, and consist of the following:
    1. Contract Terms
    2. Accepted Proposal/Response (includes Addendum No. 1)
    3. Specifications
    4. Instructions to Bidders
    5. Insurance Requirements
    6. Sales Tax Exemption Form 13
       (Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

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

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

CONTRACT
Annual Services
Equipment and Accessory Rental
Bid No. 20-191
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
NMC, Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

_____ Seal
Secretary

NMC, Inc.
Name of Corporation

11002 Sapp Brothers Drive Omaha, NE 68138
Address

By: _____
Duly Authorized Official

CFO
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

CONTRACT
Annual Services
Equipment and Accessory Rental
Bid No. 20-191
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
NMC, Inc.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Leirion Gaylor Baird, Mayor

Approved by Resolution No._____

dated _____

Lancaster County Signature Page

CONTRACT
Annual Services
Equipment and Accessory Rental
Bid No. 20-191
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
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 _____

Lincoln-Lancaster County Public Building Commission
Signature Page

CONTRACT
Annual Services
Equipment and Accessory Rental
Bid No. 20-191
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
NMC, Inc.

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

20-191 Addendum 1
NMC, Inc
Supplier Response

Event Information

Number: 20-191 Addendum 1
Title: Annual Requirements - Equipment and Accessory Rental
Type: Notice to Bidders
Issue Date: 8/5/2020
Deadline: 8/24/2020 12:00 PM (CT)

Contact Information

Contact: Robert Walla
Address: Purchasing Agent
440 So. 8th Street
Lincoln, NE 68508
Phone: (402) 441 x8309
Email: rwalla@lincoln.ne.gov

NMC, Inc Information

Contact: Mike Deibert
Address: 401 NW 56th St
Lincoln, NE 68528
Phone: (402) 473-1030
Fax: (402) 476-4208
Email: michaeldeibert@nmccat.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jenna Greckel
Signature

jennagreckel@nmcrental.com
Email

Submitted at 8/24/2020 10:12:53 AM

Response Attachments

NMC Rental - Customer References.pdf

References

Rental Rates 8-24-2020.pdf

Rental Rates

Bid Attributes

1	**Insurance Requirements** I acknowledge reading and understanding the Insurance Requirements. Yes
2	**Sample Contract** I acknowledge reading and understanding the sample contract. Yes
3	**Specifications** I acknowledge reading and understanding the specifications. Yes
4	**Electronic Signature** Please check here for your electronic signature. Yes
5	**Renewal is an Option** Contract Extenstion Renewal is an option. Yes
6	**Contact** Name of person submitting this bid: Jenna Greckel

7	**References** I have attached (2)two References to the Response Attachment section of this bid. References shall be from current customers which have contracted with you for the services required as listed in the specifications. Include Company Name, Address, Phone Number, Value of Contract and Contact Person. Type this information on company letterhead and attach to the Response Attachments section of your ebid. Yes
8	**Equipment Manufacturer** List the manufacturers name of the primary products you will provide under this contract. Caterpillar, Genie, JLG, Sullair, Atlas Copco, Ditch Witch
9	**Delivery Requirements** I have read and understand the time requirements for the delivery of equipment within 24 hours of placing an order. Yes
10	**Additional Items** I have attached a list of items and pricing, from the Retail Rental Rate Sheet or Website, which will be available to Owners if contract is awarded. Yes
11	**Order Process** I have attached detailed information on how my company will handle orders from the Owners in order to ensure that the pricing is correct and deliveries are guaranteed within 24 hours? (Attach this information on company letterhead with a detailed description) Yes
12	**Tax Exempt Certificate Forms** Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby Water projects are taxable.) Yes
13	**Contract Term** I acknowledge and will accept a contract for a term of 4 years from the date of execution with an option for an additional 4 year term upon approval by both parties. Yes
14	**Declared Disaster or Emergency Situations** Do you agree to provide equipment as requested by the Owners according to the terms listed in the Specifications for declared disaster and emergency situations? Yes OR No. If Yes, will you charge an additional amount for delivery of equipment outside of normal business hours? Yes/No, we respond actively to emergencies but request a 24 hour window in case of difficulties getting on site due to weather, uncontrolled situations, etc. Additional delivery charges will be based off of circumstances.
15	**Instructions to Bidders** I acknowledge reading and understanding the Instructions to Bidders. Yes

16	**Insurance Requirements and Endorsements** Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements. Insurance Certificate and required Endorsements are required at time of contract execution by the vendor. **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.** Yes

17	**Bid Documents** I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications. Yes

18	**Agreement to Addendum No. 1** *Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.* *Be advised of the following clarifications and changes to the Specification and bidding documents:* **1. The Specifications have been replaced to reflect the removal of the AED Green Book as the basis for pricing. All pricing shall now be based on a discount from the Vendors advertised retail rental rates.** All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda. Robert Walla Purchasing Agent Yes

Bid Lines

1	HEAVY EQUIPMENT One Day Rental (8 hours)- Percent Under Advertised Retail Rental Rate	Total: 15%

2	HEAVY EQUIPMENT One Week Rental (40 hours)- Percent Under Advertised Retail Rental Rate	Total: 15%

3	HEAVY EQUIPMENT One Month Rental (176 hours)- Percent Under Advertised Retail Rental Rate	Total: 15%
4	INDUSTRIAL, CONTRACTOR,HOMEOWNER EQUIPMENT One Day Rental (8 hours)- Percent Under Advertised Retail Rental Rate	Total: 15%
5	INDUSTRIAL,CONTRACTOR,HOMEOWNER EQUIPMENT One Week Rental (40 hours)- Percent Under Advertised Retail Rental Rate	Total: 20%
6	INDUSTRIAL,CONTRACTOR,HOMEOWNER EQUIPMENT One Month Rental (176 hours)- Percent Under Advertised Retail Rental Rate	Total: 20%

7 Delivery Charge for HEAVY CONSTRUCTION EQUIPMENT

Within Lincoln City Limits

ONE WAY TRANSPORT!

Quantity: 1 UOM: EA Unit Price: $156.00 Total: $156.00

Supplier Notes: Larger pieces: $279
Within 20 miles

8 Delivery Charge for ALL OTHER EQUIPMENT

Within Lancaster County

ONE WAY TRANSPORT!

Quantity: 1 UOM: EA Unit Price: $189.00 Total: $189.00

Supplier Notes: Larger pieces: $329
Based on miles. If it falls under 20 miles or less, will go with cheaper rates.

9 Delivery Charge for ALL OTHER EQUIPMENT

Within Lancaster County

ONE WAY TRANSPORT!

Quantity: 1 UOM: EA Unit Price: $189.00 Total: $189.00

Supplier Notes: General charge, will increase or decrease based on size and distance.

10	Delivery Charge for ALL OTHER EQUIPMENT Within Lincoln City Limits ONE WAY TRANSPORT! Quantity: 1 UOM: EA Unit Price: $156.00 Total: $156.00 Supplier Notes: General charge, will increase or decrease based on size and distance.

Response Total: $690.00

Item number	Equipment name	Daily	Weekly	Monthly
460SJ_JL	Boom Lift 45' Standard	475.00	950.00	1,955.00
600S_JL	Boom Lift 60' Standard	555.00	1,160.00	2,355.00
660SJ_JL	Boom Lift 66' Standard	555.00	1,160.00	2,355.00
800S_JL	Boom Lift 80' Standard	720.00	1,955.00	4,000.00
860SJ_JL	Boom Lift 85' Standard	855.00	2,105.00	4,450.00
1250AJP_JL	Boom Lift 125’ Articulated	1,190.00	3,135.00	7,875.00
1350SJP_JL	Boom Lift 135' Standard	2,505.00	5,010.00	12,500.00
Z45-25_GG	Boom Lift 45' Articulated	490.00	1,005.00	2,150.00
600AJ_JL	Boom Lift 60' Articulated	565.00	1,160.00	2,350.00
Z80_GG	Boom Lift 80' Articulated	755.00	2,110.00	4,450.00
Z135_GG	Boom Lift 135' Articulated	1,545.00	3,810.00	9,600.00
Z30-20N RJ_GG	Boom Lift 30' Articulated Electric	400.00	995.00	2,005.00
Z40-23_GG	Boom Lift 40' Articulated Electric	455.00	995.00	2,200.00
T350_JL	Boom Lift 35' Towable Articulated	290.00	910.00	1,830.00
TZ50_GG	Boom Lift 50' Towable Articulated	330.00	1,075.00	2,300.00
GR-20_GG	Single Man 20' Runabout	137.00	284.00	595.00
AWP30_GG	Single Man 30' Aerial Work Platform	127.00	256.00	587.00
AWP36 DC_GG	Single Man Aerial Work Platform 36'	144.00	319.00	716.00
1930ES_JL	Scissor 19' Electric	140.00	255.00	515.00
2646ES_JL	Scissor 26' Electric Wide	205.00	410.00	812.00
2630ES_JL	Scissor 26' Electric Narrow	180.00	360.00	690.00
3246ES_JL	Scissor 32' Electric Wide	250.00	495.00	985.00
GS3232_GG	Scissor 32' Electric Narrow	245.00	485.00	965.00
4069LE_JL	Scissor 40' Electric	315.00	710.00	965.00
1012TRAILR_JL	Scissor Trailer	104.00	230.00	637.00
GS2669RT_GG	Scissor 26' Rough Terrain With Outriggers	255.00	555.00	1,200.00
SJ6832RT_S5	Scissor 32' Rough Terrain with Outriggers	275.00	565.00	1,225.00
SJ8841_S5	Scissor 41' Rough Terrain with Outriggers	355.00	700.00	1,475.00
TH255C	Telehandler 5k	417.00	1,039.00	2,550.00
TL642	Telehandler 6k	489.00	1,223.00	2,750.00
8042._SA	Telehandler 8k	517.00	1,268.00	3,220.00
TL1055 MA4	Telehandler 10k	630.00	1,759.00	4,300.00
TL1255	Telehandler 12k	756.00	2,281.00	4,750.00

GTH1544_GG	Telehandler 15K	900.00	2,690.00	7,000.00
131_4P	Air Tamper	40.00	128.00	273.00
190_4P	Breaker 90lb	62.00	100.00	227.00
M115_4P	Air Rock Drill	39.00	73.00	242.00
117_4P	Breaker 30lb	86.00	142.00	248.00
KV7_HJ	Saw Trolley with Water Tank	21.00	62.00	124.00
HM1812X3_0M	70lb AVT Breaker Hammer	99.00	165.00	267.00
XAS185ECO_AT	Air Compressor 185 Cfm Diesel	136.00	313.00	893.00
375HH_SW	Air Compressor 375HH	441.00	882.00	2,646.00
DR13_200HP	Oil Free Electric Air Compressor	0.00	1,980.00	5,940.00
425HAFDPQ_SW	Air Compressor 425cfm	363.00	726.00	2,149.00
XATS950AF_2C	Air Compressor 900-950cfm	768.00	1,536.00	4,607.00
1600HAF150_SW	Air Compressor 1600cfm	1,074.00	2,148.00	6,416.00
1550cfm_Dryer_ZK	1550 cfm Oil Free Air Dryer	0.00	2,610.00	6,200.00
FR400_ZZ	400cfm Air Dryer	0.00	700.00	2,100.00
A-C5TON_ZZ	5 Ton Air Conditioner	309.00	619.00	1,238.00
OC30AC_OC	30 Ton Air Conditioner	1,591.00	1,591.00	4,774.00
WTR CHLLR_YC	56 Ton Water Chiller	1,186.00	1,191.00	4,725.00
WTR CHLLR_ZZ	125 Ton Water Chiller	3,749.00	3,749.00	7,497.00
15KW_DN	Electric Heater 15kw	0.00	120.00	360.00
WTR CHLLR_YC	227 Ton Water Chiller	5,360.00	5,360.00	10,710.00
PACJS260	Portacool 260	170.00	340.00	850.00
HEATER700K_OC	Direct Fired Heater 700k	349.00	354.00	689.00
HT1010B_PQ	Tow Behind 1M Heater	659.00	1,318.00	3,893.00
HK-300_4E	Ground Heater	0.00	2,000.00	6,000.00
HT500P_PQ	Cart Heater 500K	0.00	0.00	0.00
HTR600_OC	Make-Up Heater	0.00	634.00	1,268.00
INV2000_AA	2000 Watt Generator	93.00	216.00	567.00
WSP25_WO	20KW Generator	211.00	422.00	1,266.00
XQ30N	30kw Generator	228.00	456.00	1,368.00
XQ45	45kw Generator	260.00	520.00	1,560.00
XQ60P2	60kw Generator	288.00	576.00	1,728.00
XQ80P2	80kw Generator	317.00	634.00	1,875.00
XQ100N	100kw Generator	362.00	766.00	2,266.00

APS150_AA	150KW Generator	603.75	1,207.50	3,623.00
XQ200N	200kw Generator	739.00	1,480.00	4,406.00
XQ300	300kw Generator	989.00	1,978.00	5,935.00
XQ350	350kw Generator	1,181.00	2,362.00	7,086.00
QP500_ZS	500KW Generator	1,968.00	3,935.00	11,805.00
SPILL_BERM	Spill Berm 10 x 20	200.00	400.00	800.00
Transformer_ZZ	75Kva Transformer 208/480	0.00	1,000.00	3,000.00
PANEL_ZZ	200amp Multi Panel	165.00	330.00	990.00
PANEL_ZZ	200amp Quad Panel	160.00	340.00	990.00
PANEL_ZZ	400amp 50 amp Twist Panel	165.00	330.00	990.00
PANEL_ZZ	300amp Hubble 50amp Twist Panel	165.00	330.00	990.00
PANEL_ZZ	16 Outlet Panel	165.00	330.00	990.00
PANEL_ZZ	400amp 50 amp Twist Panel	200.00	400.00	1,200.00
PANEL_ZZ	400amp I-Line Panel	250.00	500.00	1,500.00
PANEL_ZZ	1200 amp I-Line Panel	400.00	800.00	2,400.00
TRANSWITCH_ZZ	200amp 240v ATS	258.00	773.00	2,318.00
XQ1000	1000kw Generator	2,612.00	5,225.00	15,945.00
XQ2000	2000kw Generator	4,994.00	9,990.00	30,518.00
GV3800A	3.8kw Generator	75.00	160.00	525.00
XG6500_GE	6500 Watt Generator	100.00	245.00	640.00
M5935_GE	8000 Watt Generator	90.00	225.00	640.00
LoadBank	LoadBank 660KW	0.00	0.00	0.00
BBC96_E5	BAB Corner End Post	30.00	80.00	180.00
BAB_2X12_E5	BAB Panel 2'X12'	55.00	111.00	275.00
600_46_PD	Pipe Plug Dead 4"-6"	30.00	65.00	120.00
650_46	Pipe Plug Test 4"-6"	30.00	65.00	120.00
600_610_PD	Pipe Plug Dead 6" -10"	8.50	58.00	174.00
650_610_PD	Pipe Plug Test 6"-10"	40.00	80.00	135.00
600_812_PD	Pipe Plug Dead 8"-12"	60.00	120.00	360.00
650_812_PD	Pipe Plug Test 8"-12"	40.00	90.00	220.00
600_1218	Pipe Plug Dead 12"-18"	23.50	141.00	393.00
650_1218_PD	Pipe Plug Test 12"-18"	45.00	125.00	310.00
600_1830_PD	Pipe Plug Dead 18"-30"	95.00	220.00	676.00
650_1530_PD	Pipe Plug Test 15"-30"	95.00	220.00	676.00

600_2448_PD	Pipe Plug Dead 24"-48"	150.00	345.00	1,400.00
650_2448_PD	Pipe Plug Test 24"-48"	150.00	345.00	1,400.00
650-3660_PD	Pipe Plug Dead 36"- 60"	240.00	812.00	2,405.00
600_4872_PD	Pipe Plug Dead 48"-72"	305.00	1,110.00	3,200.00
1000_3036_PD	Manhole Vac Test Plug 30"-36"	75.00	410.00	1,125.00
1000_2430_PD	Manhole Vac Test Plug 24"-30"	60.50	373.00	1,089.00
1000_80_PD	Venturi Manhole Vac Generator	55.00	160.00	450.00
HydroStatic Test Pump	HydroStatic Test Pump	210.00	986.00	1,408.00
800-6_PD	High Pressure Plug	18.50	105.00	285.00
BAB_2X10_E5	BAB Panel 2'X10'	53.00	106.00	260.00
BAB_2X4_E5	BAB Panel 2'X4'	45.00	90.00	140.00
BAB_2X6_E5	BAB Panel 2'X6'	45.00	90.00	160.00
BAB_2X8_E5	BAB Panel 2'X8'	46.00	93.00	180.00
050-610_1L	6"-10" Test Plug	40.00	100.00	275.00
20-40" Test Ball_Oatey	20-40" Test Plug	155.00	465.00	1,395.00
310488_Oatey	24"-48" Pipe Plug	235.00	700.00	2,100.00
400_812_4_PD	Pipe Plug Dead 8-12-4BP	40.00	115.00	315.00
1100_150_PD	Air Test Panel	49.00	160.00	450.00
SM_5_E5	Stone Mizer 5 Cubic Yard	135.00	270.00	780.00
SM_7.5_E5	Stone Mizer 7.5 Cubic Yard	152.00	304.00	893.00
SM_9_E5	Stone Mizer 9 Cubic Yard - Rock Box	163.00	325.00	945.00
XLAP_46_E5	Aluminum Shield 4X6 XLAP	80.00	260.00	700.00
XLAP_48_E5	Aluminum Shiel 4X8 XLAP	90.00	270.00	975.00
XLAP66FLAT_E5	Aluminum Shield 6x6 XLAP	147.00	430.00	1,230.00
XLAP68FLAT_E5	Aluminum Shield 6x8 XLAP	160.00	470.00	1,400.00
XLAP88FLAT_E5	Aluminum Shield 8x8 XLAP	184.00	556.00	1,538.00
XLAP810FLA_E5	Aluminum Shield 8x10	209.00	615.00	1,700.00
XLAP-812_E5	Aluminum Shield 8x12 XLAP	225.00	670.00	1,890.00
XT_XWHM_Y_NA_JJ	Gas Detector	76.00	189.00	413.00
VAF3000A_96	12" Plastic Blower	69.00	155.00	410.00
7509_97	Confined Space Tripod Kit	111.00	230.00	715.00
4X4NYSLING_ZZ	Sling Nylon 4x4	8.00	16.00	60.00
4X6NYSLING_ZZ	Sling Nylon 4x6	15.00	31.00	62.00
4X8WIREROP_ZZ	Sling Wire Rope 4x8	16.00	33.00	99.00

4X14 WIRE ROPE	Sling Wire Rope 4x14	30.00	60.00	120.00
4X8NySling_ZZ	4X8 Nylon Sling	12.00	24.00	65.00
4X10WireRope_ZZ	4X10 Nylon Sling	23.00	46.00	105.00
AS512039_E5	5 Gal. EPI Translucent White	50.00	100.00	300.00
XLD416FLAT_E5	Steel Shield XLD 4x16	165.00	329.00	931.00
PRO4-420D_PR	Steel Shield XLD 4x20	187.00	368.00	1,033.00
XLD424_E5	Steel Shield 4x24	215.00	429.00	1,257.00
XLD812KE_E5	Steel Shield XLD 8x12KE	192.00	384.00	1,086.00
PRO4-820D_PR	Steel Shield XLD 8x20KE	297.00	599.00	1,712.00
XLD816KE_E5	Steel Shield 8x16	280.00	560.00	1,600.00
HT6820KE_E5	Steel Shield HT6 8x20KE	325.00	614.00	1,812.00
XLD824-NOKE_E5	XLD824-NOKE	341.00	677.00	1,953.00
HT6_1016_E5	HT6 10X16 Steel Shield	400.00	788.00	2,363.00
HT61020KE_E5	Ht6 10x20 Steel Shield	413.00	825.00	2,408.00
MHXLD88KE_E5	Manhole Box 8x8 MHXLDKE	455.00	910.00	1,600.00
RP-512_E5	Road Plate 5x12	47.00	92.00	273.00
RP_812	Road Plate 8 x 12	55.00	107.00	289.00
RP_816	Road Plate 8 x 16	78.00	152.00	420.00
RP_820	Road Plate 8 x 20	88.00	171.00	473.00
ST2040T_MQ	2" Submersible Pump	51.00	139.00	361.00
PST3_750_WC	Submersible Pump 3"	67.00	175.00	464.00
Heidra103_GD	4" HYD. Submersible Pump	96.00	288.00	864.00
Heidra150V_GD	6" HYD. Submersible Pump	125.00	375.00	1,125.00
PT2A_WC	Trash Pump 2" Gas	67.00	165.00	427.00
EPT3-80HA_1Z	Trash Pump 3" Gas	87.00	216.00	505.00
CD100M-4"_GD	Trash Pump 4" Diesel Godwin	249.00	753.00	2,228.00
PD66C_PQ	Trash Pump 6" Diesel Insero	291.00	1,007.00	2,758.00
CD225M-8_GD	Trash Pump 8" Diesel Godwin	483.00	1,416.00	3,873.00
CD300M_GD	Trash Pump 12"	739.00	2,217.00	6,651.00
GHPU30_GD	Diesel Power Pack	265.00	795.00	2,385.00
300.9D	300.9D Mini Excavator	205.00	585.00	1,550.00
300.9D	300.9D Mini Excavator VPS (Electric)	400.00	1,000.00	2,500.00
302.7DCR	302.7 Mini Excavator	295.00	812.00	2,341.00
303ECR	303 Mini Excavator	330.00	910.00	2,630.00

303.5E2	303.5E2 Mini Excavator w/thumb	369.00	1,086.00	3,110.00
304E2	304E2 CR Mini Excavator	360.00	982.00	2,820.00
304E2	304E2 Mini Excavator with thumb	380.00	1,090.00	3,200.00
305E2	305E2 CR Mini Excavator	435.00	1,165.00	3,275.00
305E2	305E2 Mini Excavator w/Thumb	540.00	1,340.00	3,500.00
308E2	308E2 Mini Excavator	588.00	1,625.00	4,357.00
308E2	308E2 Mini Excavator W/ Thumb	760.00	1,900.00	4,450.00
312EL	312 Small Excavator	930.00	2,340.00	5,940.00
314ELCR	314ELCR Small Excavator	800.00	2,350.00	6,900.00
314ELCR	314 Small Excavator with Thumb	800.00	2,350.00	6,900.00
316EL	316EL Small Excavator	875.00	2,600.00	7,740.00
316FL	316FL Small Excavator with Thumb	875.00	2,600.00	7,740.00
320	320 Medium Excavator	1,010.00	2,855.00	8,400.00
320E	320 Medium Excavator with Thumb	1,010.00	2,855.00	8,400.00
323	323 Medium Excavator	1,380.00	3,480.00	9,550.00
324DL	324DL Long Reach Medium Excavator	2,150.00	5,400.00	12,500.00
326FL	326FL Long Reach Excavator	2,290.00	4,578.00	13,736.00
326FL	326FL Medium Excavators	1,580.00	3,990.00	11,250.00
336EL	336EL Large Excavator	2,160.00	5,400.00	13,500.00
336FL	336FL excavator with Thumb	2,300.00	5,790.00	14,600.00
349EL	349EL Large Excavator	2,840.00	7,100.00	17,750.00
420FST	420FST Backhoe/Industrial Loader	405.00	1,200.00	3,570.00
420FIT	420FIT Backhoe/Industrial Loader	405.00	1,200.00	3,570.00
953K	953K Track Type Loader	1,525.00	3,800.00	9,500.00
963K	963k Track Type Loader	1,850.00	4,600.00	11,330.00
279D	279D Multi-Terrain Loader	558.00	1,535.00	4,180.00
289D3	289D3 Compact Track Loader	635.00	1,735.00	4,650.00
259D	259D Multi-Terrain Loader	450.00	1,235.00	3,395.00
277D	277D Multi-Terrain Loader	539.00	1,566.00	4,495.00
287D	287D Multi-Terrain Loader	630.00	1,665.00	4,496.00
297D2 XHP	297DXHP Multi - Terrain Loader	765.00	2,015.00	5,365.00
299D2 XHP	299D2 XHP Multi-Terrain Loader	758.00	1,986.00	5,160.00
SC30TX_VR	Walk Behind Stump Grinder	230.00	685.00	2,100.00
226B3_HRC	226B3 Skid Steer Loader	245.00	660.00	1,840.00

232D	232D Skid Steer Loader	220.00	640.00	1,850.00
236D	236D Skid Steer Loader	242.00	670.00	1,925.00
242D	242D Skid Steer Loader	258.00	692.00	1,839.00
246D	246D Skid Steer Loader	270.00	735.00	2,100.00
249D	249D Compact Track Loader	410.00	1,085.00	3,085.00
262D	262D Skid Steer Loader	315.00	860.00	2,350.00
D5K2LGP	D5K2LGP Dozer	702.00	3,004.00	6,283.00
D8T	D8T Medium Dozer	3,240.00	8,100.00	20,250.00
D6TLGP	D6T LGP Dozer	2,160.00	5,400.00	13,609.00
D6NLGP	D6N LGP Dozer	1,395.00	3,470.00	10,563.00
T_12HD_TM	14' Dump Trailer	129.00	308.00	744.00
RANGER570_ZZ	UTV, Ranger Gas 4 Seater	175.00	475.00	1,150.00
CUV102	UTV Diesel 2 Seat	155.00	400.00	1,000.00
1500_Carryall_CB	UTV, 1500 ClubCar Carryall 2 door	155.00	400.00	1,000.00
140M3AWD	140M3 AWD Motorgrader	1,940.00	4,840.00	12,090.00
730C	730 Articulated Dump Truck	2,180.00	5,460.00	14,450.00
2000GAL_LY	Water Truck 2000 Gallon	356.00	928.00	2,971.00
CP44B	CP44B Soil Compactor	900.00	2,250.00	6,245.00
CS44	CS44 Soil Compactor	920.00	2,300.00	6,245.00
CP56	CP56 Soil Compactor	1,250.00	2,800.00	7,465.00
CS66B	CS66 Soil Compactors	1,240.00	3,100.00	7,700.00
BW900-50_BO	Ride On Double Drum Roller	266.00	792.00	2,345.00
MTX60HD_MQ	Rammer Compactor	90.00	234.00	649.00
WP1550A_WC	Plate Compactor	85.00	211.00	397.00
BMP8500_BO	Walk Behind Roller	300.00	870.00	2,487.00
914M	914M Wheel Loader	585.00	1,750.00	4,900.00
924H	924H Wheel Loader	710.00	2,000.00	5,610.00
926M	926M Wheel Loader HL	781.00	2,200.00	6,170.00
930M	930M Wheel Loader	960.00	2,400.00	6,720.00
938K	938K Wheel Loader(	1,190.00	3,679.00	8,270.00
950	950M Wheel Loader	1,600.00	4,000.00	9,990.00
966K	966K Wheel Loaders	2,320.00	5,800.00	14,500.00
T-5DT_TM	Drop Deck Tilt Trailer 14'	97.00	192.00	530.00
SC_75_CY	Concrete Buggy Track	150.00	465.00	975.00

MLT6SK	Light Tower	145.00	235.00	675.00
SGP-353037_S8	Pressure Washer Hot	91.00	273.00	820.00
H-3421_Misting Fan	Misting Fan	36.00	72.00	134.00
DMS280_HJ	Core Drill Rig	90.00	280.00	850.00
K760_HJ	Quickie Saw 14"	77.00	175.00	464.00
B46H-90_MQ	Power Trowel 48"	106.00	216.00	639.00
J36H55_MQ	Power Trowel 36"	106.00	216.00	639.00
FS524_HJ	Walk Behind Saw 24"	286.00	573.00	1,689.00
M1000_WC	Concrete Vibrator 1hp	58.00	141.00	278.00
M2000_WC	Concrete Vibrator 2hp	77.00	172.00	311.00
K760_HJ	Cut Break Saw	117.00	236.00	676.00
CR-350_B9	Ride On Broom	289.00	924.00	2,542.00
TX427NARRO_TS	Toro Dingo Narrow Loader Gas	204.00	589.00	1,671.00
R300_DW	Walk Behind Trencher	161.00	485.00	1,405.00
RT45_DW	Ride On Trencher	445.00	1,290.00	3,690.00
CST280_ML	200 Amp Welder	103.00	226.00	412.00
EH27I_WC	Electric Hammer	87.00	222.00	458.00
TX525_TS	Toro Dingo Loader Diesel Narrow	218.00	632.00	1,802.00
SGP-353037_S8	Pressure Washer Hot	129.00	386.00	1,159.00
SG1314B_HJ	Walk Behind Stump Grinder	31.00	88.00	234.00
300PRO_ML	300 Amp Welder	116.00	232.00	502.00
BB400D_ML	400 amp Welder	225.00	450.00	895.00

Customer References:

Koch Fertilizer

21178 SW 89th Rd

Beatrice, NE 68310

Contact: Ryan Rademacher

402-806-0309

Approx: $100K

Monolith Nebraska LLC

134 S 13th St, Suite 700

Lincoln, NE 68508

Contact: Brooke Norris

402-413-5763

Approx: $100K

CONTRACT DOCUMENTS

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

Annual Services
Equipment and Accessory Rental

Murphy Tractor & Equipment Co., Inc.
6100 Arbor Road
Lincoln, NE 68517
402-467-1300

CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **Murphy Tractor & Equipment Co., Inc., 6100 Arbor Road, Lincoln, NE 68517** , hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

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

Equipment and Accessory Rental, Bid No. 20-191

and,

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

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

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

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

Agreement to full proposal

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

   "Contracted Vendors" shall mean all vendors who contract or who have contracted with the Owners pursuant to Bid No. 20-191 for Equipment and Accessory Rental.

   "Contracts" shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 20-191 for Equipment and Accessory Rental.

The Owners will pay for products/service, according to the pricing attached to Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The cost of products or services for City Departments shall not exceed $200,000.00 during the contract term without approval by the City of Lincoln. The cost of products or services for County Agencies shall not exceed $200,000.00 during the contract term without approval by the Board of Commissioners. The cost of products or services for the Public Building Commission shall not exceed $100,000.00 during the contract term without approval by the Board of the Public Building Commission.

3. 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.

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

5. Termination. This Contract may be terminated by the following:
   - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
     - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the 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 contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the 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.

7. 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, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, 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 Contract 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.

8. Audit Provision: The Service Provider shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.

9. Period of Performance. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a four (4) year term with the option to renew for one (1) additional four (4) year term. The Owners reserve the right to extend the contract beyond the renewal term upon written approval by both parties.

10. The Contract Documents comprise the Contract, and consist of the following:
    1. Contract Terms
    2. Accepted Proposal/Response (includes Addendum No. 1)
    3. Specifications
    4. Instructions to Bidders
    5. Insurance Requirements
    6. Sales Tax Exemption Form 13
       (Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

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

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

CONTRACT
Annual Services
Equipment and Accessory Rental
Bid No. 20-191
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Murphy Tractor & Equipment Co., Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary _____ Seal

MURPHY TRACTOR & EQUIPMENT CO., INC.
Name of Corporation

6100 ARBOR RD LINCOLN NE 68517
Address

By: Adam Kirsten
Duly Authorized Official

Region Director
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

CONTRACT
Annual Services
Equipment and Accessory Rental
Bid No. 20-191
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Murphy Tractor & Equipment Co., Inc.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Leirion Gaylor Baird, Mayor

Approved by Resolution No._____

dated _____

Lancaster County Signature Page

CONTRACT
Annual Services
Equipment and Accessory Rental
Bid No. 20-191
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Murphy Tractor & Equipment Co., Inc.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

Lincoln-Lancaster County Public Building Commission
Signature Page

CONTRACT
Annual Services
Equipment and Accessory Rental
Bid No. 20-191
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Murphy Tractor & Equipment Co., Inc.

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

20-191 Addendum 1
MURPHY TRACTOR & EQUIPMENT CO.INC.
Supplier Response

Event Information

Number: 20-191 Addendum 1
Title: Annual Requirements - Equipment and Accessory Rental
Type: Notice to Bidders
Issue Date: 8/5/2020
Deadline: 8/24/2020 12:00 PM (CT)

Contact Information

Contact: Robert Walla
Address: Purchasing Agent
440 So. 8th Street
Lincoln, NE 68508
Phone: (402) 441 x8309
Email: rwalla@lincoln.ne.gov

MURPHY TRACTOR & EQUIPMENT CO.INC. Information

Contact: Kirk Bender
Address: 6100 Arbor Road
Lincoln, NE 68517
Phone: (402) 467-1300
Fax: (402) 467-1927
Email: kbender@murphytractor.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Curtis Smith
Signature

clsmith@murphytractor.com
Email

Submitted at 8/24/2020 9:34:54 AM

Supplier Note

Thank you for the opportunity.

Response Attachments

City Bid-Rentals.pdf

Rental Rates, Vendor List, References, and Rental Procedure

Bid Attributes

1	**Insurance Requirements** I acknowledge reading and understanding the Insurance Requirements. Yes
2	**Sample Contract** I acknowledge reading and understanding the sample contract. Yes
3	**Specifications** I acknowledge reading and understanding the specifications. Yes
4	**Electronic Signature** Please check here for your electronic signature. Yes
5	**Renewal is an Option** Contract Extenstion Renewal is an option. Yes

6	**Contact** Name of person submitting this bid: Curtis Smith
7	**References** I have attached (2)two References to the Response Attachment section of this bid. References shall be from current customers which have contracted with you for the services required as listed in the specifications. Include Company Name, Address, Phone Number, Value of Contract and Contact Person. Type this information on company letterhead and attach to the Response Attachments section of your ebid. Yes
8	**Equipment Manufacturer** List the manufacturers name of the primary products you will provide under this contract. Attached
9	**Delivery Requirements** I have read and understand the time requirements for the delivery of equipment within 24 hours of placing an order. Yes
10	**Additional Items** I have attached a list of items and pricing, from the Retail Rental Rate Sheet or Website, which will be available to Owners if contract is awarded. Yes
11	**Order Process** I have attached detailed information on how my company will handle orders from the Owners in order to ensure that the pricing is correct and deliveries are guaranteed within 24 hours? (Attach this information on company letterhead with a detailed description) Yes
12	**Tax Exempt Certificate Forms** Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby Water projects are taxable.) Yes
13	**Contract Term** I acknowledge and will accept a contract for a term of 4 years from the date of execution with an option for an additional 4 year term upon approval by both parties. Yes
14	**Declared Disaster or Emergency Situations** Do you agree to provide equipment as requested by the Owners according to the terms listed in the Specifications for declared disaster and emergency situations? Yes OR No. If Yes, will you charge an additional amount for delivery of equipment outside of normal business hours? Yes, we would charge an additional amount for delivery of equipment outside of normal business hours

15	**Instructions to Bidders** I acknowledge reading and understanding the Instructions to Bidders. Yes

16	**Insurance Requirements and Endorsements** Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements. Insurance Certificate and required Endorsements are required at time of contract execution by the vendor. **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.** Yes

17	**Bid Documents** I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications. Yes

18	**Agreement to Addendum No. 1** *Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.* *Be advised of the following clarifications and changes to the Specification and bidding documents:* **1. The Specifications have been replaced to reflect the removal of the AED Green Book as the basis for pricing. All pricing shall now be based on a discount from the Vendors advertised retail rental rates.** All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda. Robert Walla Purchasing Agent Yes

Bid Lines

1	HEAVY EQUIPMENT One Day Rental (8 hours)- Percent Under Advertised Retail Rental Rate Total: 5%

2	HEAVY EQUIPMENT One Week Rental (40 hours)- Percent Under Advertised Retail Rental Rate Total: 15%	
3	HEAVY EQUIPMENT One Month Rental (176 hours)- Percent Under Advertised Retail Rental Rate Total: 15%	
4	INDUSTRIAL, CONTRACTOR,HOMEOWNER EQUIPMENT One Day Rental (8 hours)- Percent Under Advertised Retail Rental Rate Total: 5%	
5	INDUSTRIAL,CONTRACTOR,HOMEOWNER EQUIPMENT One Week Rental (40 hours)- Percent Under Advertised Retail Rental Rate Total: 15%	
6	INDUSTRIAL,CONTRACTOR,HOMEOWNER EQUIPMENT One Month Rental (176 hours)- Percent Under Advertised Retail Rental Rate Total: 15%	
7	Delivery Charge for HEAVY CONSTRUCTION EQUIPMENT Within Lincoln City Limits ONE WAY TRANSPORT! Quantity: 1 UOM: EA Unit Price: $400.00 Total: $400.00 Supplier Notes: Does not include special permits	
8	Delivery Charge for ALL OTHER EQUIPMENT Within Lancaster County ONE WAY TRANSPORT! Quantity: 1 UOM: EA Unit Price: $675.00 Total: $675.00 Supplier Notes: Does not include special permits	
9	Delivery Charge for ALL OTHER EQUIPMENT Within Lancaster County ONE WAY TRANSPORT! Quantity: 1 UOM: EA Unit Price: $675.00 Total: $675.00 Supplier Notes: Does not Include special permits	

10	Delivery Charge for ALL OTHER EQUIPMENT Within Lincoln City Limits ONE WAY TRANSPORT! Quantity: 1 UOM: EA		Unit Price:	$200.00	Total:	$200.00
	Supplier Notes:	Does not include special permits				

Response Total: $1,950.00

RENTAL RATES CONSTRUCTION

BACKHOES		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
310K/L	88 HP, 17FT. 8 IN. DIG DEPTH	$ 540	5%	$ 513	$ 1,080	15%	$ 918	$ 2,700	15%	$ 2,295
310SL/HL	99 HP, 18 FT. 1 IN. DIG DEPTH	$ 640	5%	$ 608	$ 1,280	15%	$ 1,088	$ 3,200	15%	$ 2,720
410L	113 HP, 19FT. 8 in. DIG DEPTH	$ 740	5%	$ 703	$ 1,480	15%	$ 1,258	$ 3,700	15%	$ 3,145
710L	130 HP, 21 FT 9 IN. DIG DEPTH	$ 1,100	5%	$ 1,045	$ 2,200	15%	$ 1,870	$ 5,500	15%	$ 4,675
EXTRA BUCKET	ALL SIZES				$ 80	15%	$ 68	$ 200	15%	$ 170

EXCAVATORS		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
75G/ZX75	15FT 1 IN DIG DEPTH,	$ 700	5%	$ 665	$ 1,400	15%	$ 1,190	$ 3,500	15%	$ 2,975
85G/ZX85	14FT 10 IN DIG DEPTH	$ 700	5%	$ 665	$ 1,400	15%	$ 1,190	$ 3,500	15%	$ 2,975
130G/ZX130	20 FT. DIG DEPTH	$ 980	5%	$ 931	$ 1,960	15%	$ 1,666	$ 4,900	15%	$ 4,165
135G/ZX135	20 FT. DIG DEPTH	$ 1,100	5%	$ 1,045	$ 2,200	15%	$ 1,870	$ 5,500	15%	$ 4,675
160G/ZX160	21 FT. DIG DEPTH	$ 1,160	5%	$ 1,102	$ 2,320	15%	$ 1,972	$ 5,800	15%	$ 4,930
180G/ZX180	21 FT 7 IN DIG DEPTH	$ 1,200	5%	$ 1,140	$ 2,400	15%	$ 2,040	$ 6,000	15%	$ 5,100
190DW	19 FT 2 IN DIG DEPTH	$ 1,380	5%	$ 1,311	$ 2,760	15%	$ 2,346	$ 6,900	15%	$ 5,865
210G/ZX210	21 FT. 8 IN. DIG DEPTH	$ 1,260	5%	$ 1,197	$ 2,520	15%	$ 2,142	$ 6,300	15%	$ 5,355
220DW	20 FT. 1 IN. DIG DEPTH	$ 1,560	5%	$ 1,482	$ 3,120	15%	$ 2,652	$ 7,800	15%	$ 6,630
245G/ZX245	22 FT 3 IN DIG DEPTH	$ 1,380	5%	$ 1,311	$ 2,760	15%	$ 2,346	$ 6,900	15%	$ 5,865
250G/ZX250	24 FT. DIG DEPTH	$ 1,540	5%	$ 1,463	$ 3,080	15%	$ 2,618	$ 7,700	15%	$ 6,545
300G/ZX300	26 FT. DIG DEPTH	$ 2,530	5%	$ 2,404	$ 3,520	15%	$ 2,992	$ 8,800	15%	$ 7,480
300G SLF	60 FT. REACH, 60 IN. DITCHING BKT	NA	NA	NA	$ 5,200	15%	$ 4,420	$ 13,000	15%	$ 11,050
350G/ZX350	27 FT. DIG DEPTH	$ 2,500	5%	$ 2,375	$ 3,960	15%	$ 3,366	$ 9,900	15%	$ 8,415
380G/ZX380	27 FT. DIG DEPTH	NA	NA	NA	$ 4,400	15%	$ 3,740	$ 10,900	15%	$ 9,265
470G/ZX470 **	27 FT. DIG DEPTH	NA	NA	NA	$ 5,960	15%	$ 5,066	$ 14,900	15%	$ 12,665
670G/ZX670 **	30 FT. DIG DEPTH	NA	NA	NA	$ 8,600	15%	$ 7,310	$ 21,500	15%	$ 18,275
870G/ZX870 **	31 FT. DIG DEPTH	NA	NA	NA	$ 11,000	15%	$ 9,350	$ 27,500	15%	$ 23,375
EXTRA BUCKET	75G- 160G	$ 160	5%	$ 152	$ 160	15%	$ 136	$ 400	15%	$ 340
	180G-290G	$ 200	5%	$ 190	$ 200	15%	$ 170	$ 500	15%	$ 425
	350G-870G	NA	NA	NA	$ 360	15%	$ 306	$ 900	15%	$ 765
	Tag Mantis Bucket	NA	NA	NA	$ 400	15%	$ 340	$ 1,000	15%	$ 850
Topcon X-63	IGC system for excavator				ADD			$ 4,000	15%	$ 3,400

WHEEL LOADERS		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
444K	2.5 CU.YD., 124 HP. BUCKET ONLY	$ 900	5%	$ 855	$ 1,800	15%	$ 1,530	$ 4,500	15%	$ 3,825
524L	2.75 CU. YD.,141 HP, BUCKET ONLY	$ 1,040	5%	$ 988	$ 2,080	15%	$ 1,768	$ 5,200	15%	$ 4,420
544L	3.0 CU.YD., 163 HP. BUCKET ONLY	$ 1,200	5%	$ 1,140	$ 2,400	15%	$ 2,040	$ 6,000	15%	$ 5,100
624L	3.5 CU.YD., 186 HP. BUCKET ONLY	$ 1,300	5%	$ 1,235	$ 2,600	15%	$ 2,210	$ 6,500	15%	$ 5,525
644K	4.25 CU.YD., 232 HP. BUCKET ONLY	$ 1,600	5%	$ 1,520	$ 3,200	15%	$ 2,720	$ 8,000	15%	$ 6,800
724K	4.75 CU.YD., 264 HP,BUCKET ONLY	$ 1,740	5%	$ 1,653	$ 3,480	15%	$ 2,958	$ 8,700	15%	$ 7,395
744K	6.0 CU.YD., 303 HP. BUCKET ONLY	$ 2,160	5%	$ 2,052	$ 4,320	15%	$ 3,672	$ 10,800	15%	$ 9,180
824K	6.5 CU.YD., 333HP, BUCKET ONLY	$ 4,400	5%	$ 4,180	$ 4,800	15%	$ 4,080	$ 12,000	15%	$ 10,200
844K	8.0 CU.YD., 380 HP, BUCKET ONLY	$ 2,800	5%	$ 2,660	$ 5,600	15%	$ 4,760	$ 14,000	15%	$ 11,900
LOADRITE	LOADER SCALE INSTALLED	NA	NA	NA	$ 400	15%	$ 340	$ 1,000	15%	$ 850
844K AH	9.8 CU.YD., 401 HP. BUCKET ONLY	NA	NA	NA	$ 6,800	15%	$ 5,780	$ 17,000	15%	$ 14,450
944K	10.0 CU.YD., 536 HP	NA	NA	NA	NA	NA	NA	$ 27,500	15%	$ 23,375

CRAWLER DOZERS		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
450K	80 HP., 97 IN. PAT BLADE	$ 720	5%	$ 684	$ 1,440	15%	$ 1,224	$ 3,600	15%	$ 3,060
550K	92 HP., 105 IN. PAT BLADE	$ 840	5%	$ 798	$ 1,680	15%	$ 1,428	$ 4,200	15%	$ 3,570
650K	104 HP. ,105 IN. PAT BLADE	$ 960	5%	$ 912	$ 1,920	15%	$ 1,632	$ 4,800	15%	$ 4,080
650K SG	Smartgrade	NA	NA	NA	$ 3,280	15%	$ 2,788	$ 8,200	15%	$ 6,970
700K	130 HP., 120 IN PAT BLADE	$ 1,260	5%	$ 1,197	$ 2,520	15%	$ 2,142	$ 6,300	15%	$ 5,355
700K SG	Smartgrade	NA	NA	NA	$ 3,840	15%	$ 3,264	$ 9,600	15%	$ 8,160
750K	165 HP., 126 IN. SEMI U OR PAT	$ 1,680	5%	$ 1,596	$ 3,360	15%	$ 2,856	$ 8,400	15%	$ 7,140
750K SG	Smartgrade	NA	NA	NA	$ 4,800	15%	$ 4,080	$ 12,000	15%	$ 10,200
850K	205 HP., SEMI U or PAT	$ 2,180	5%	$ 2,071	$ 4,360	15%	$ 3,706	$ 10,900	15%	$ 9,265

850K SG	Smartgrade	NA	NA	NA	$ 5,960	15%	$ 5,066	$ 14,900	15%	$ 12,665
950K **	265 HP, 145 IN SU BLADE or PAT	NA	NA	NA	$ 6,760	15%	$ 5,746	$ 16,900	15%	$ 14,365
1050K **	350 HP., 156 IN. SEMI U, RIPPER	NA	NA	NA	$ 7,600	15%	$ 6,460	$ 19,000	15%	$ 16,150
655K	145 HP., 2.3 YD BKT.	$ 1,500	5%	$ 1,425	$ 2,760	15%	$ 2,346	$ 6,900	15%	$ 5,865
755K	190 HP., 3.1 YD. BKT	$ 2,000	5%	$ 1,900	$ 3,840	15%	$ 3,264	$ 9,600	15%	$ 8,160
Winch on 750/850	**Allied H6H or Carco H90**	NA	NA	NA	ADD			$ 2,000	15%	$ 1,700
IGC system	**Topcon or Trimble**	NA	NA	NA	ADD			$ 4,000	15%	$ 3,400

SIDEBOOM DOZERS		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
700K LGP/M540C	125 HP, 40,000 LB SIDEBOOM	NA	NA	NA	NA	NA	NA	$ 8,950	15%	$ 7,608

ARTICULATED DUMP TRUCKS		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
250D/260E	25 TON CAPACITY	NA	NA	NA	$ 4,640	15%	$ 3,944	$ 11,600	15%	$ 9,860
300D/310E	30 TON CAPACITY	NA	NA	NA	$ 5,160	15%	$ 4,386	$ 12,900	15%	$ 10,965
370E	37 TON CAPACITY	NA	NA	NA	$ 5,960	15%	$ 5,066	$ 14,900	15%	$ 12,665
410E	41 TON CAPACITY	NA	NA	NA	$ 5,960	15%	$ 5,066	$ 14,900	15%	$ 12,665
460E	46 TON CAPACITY	NA	NA	NA	$ 6,760	15%	$ 5,746	$ 16,900	15%	$ 14,365

MOTOR GRADERS		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
620G	150-215 HP	$ 1,740	5%	$ 1,653	$ 3,480	15%	$ 2,958	$ 8,700	15%	$ 7,395
622G/670G	170-225 HP	$ 2,120	5%	$ 2,014	$ 4,240	15%	$ 3,604	$ 10,600	15%	$ 9,010
672G	182-240 HP, 6 WHL DRIVE	$ 2,300	5%	$ 2,185	$ 4,600	15%	$ 3,910	$ 11,500	15%	$ 9,775
770G	190-255HP	$ 2,300	5%	$ 2,185	$ 4,600	15%	$ 3,910	$ 11,500	15%	$ 9,775
772G	210-265 HP.,6 WHL DRIVE, RIPPER	$ 2,500	5%	$ 2,375	$ 5,000	15%	$ 4,250	$ 12,500	15%	$ 10,625
872GP	235-290 HP., 6 WHL DRIVE, RIPPER	$ 2,700	5%	$ 2,565	$ 5,400	15%	$ 4,590	$ 13,500	15%	$ 11,475
									15%	
IGC ready	**Topcon or Trimble ready kit added**	NA	NA		ADD			$ 1,000	15%	$ 850
IGC system	**Topcon or Trimble**	NA	NA		ADD			$ 4,000	15%	$ 3,400

SCRAPER SYSTEMS		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
9520R	475 HP,SCRAPER TRACTOR,DUALS	NA	NA	NA	$ 4,800	15%	$ 4,080	$ 12,000	15%	$ 10,200
9520RX	520 HP, 4 TRACK SCRAPER TRACTOR	NA	NA	NA	$ 6,000	15%	$ 5,100	$ 15,000	15%	$ 12,750
9570R	570 HP, SCRAPER TRACTOR, DUALS	NA	NA	NA	$ 5,600	15%	$ 4,760	$ 14,000	15%	$ 11,900
9570RX	570 HP, 4 TRACK SCRAPER TRACTOR	NA	NA	NA	$ 7,800	15%	$ 6,630	$ 19,500	15%	$ 16,575
DEERE 2010DE	20 CU. YD. EJECTOR SCRAPER	NA	NA	NA	$ 2,200	15%	$ 1,870	$ 5,500	15%	$ 4,675
DEERE 2412E	24 CU. YD. EJECTOR SCRAPER	NA	NA	NA	$ 2,720	15%	$ 2,312	$ 6,800	15%	$ 5,780

LANDSCAPE LOADER		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
210L	ROPS, W/ 84 IN. BOX BLADE	$ 540	5%	$ 513	$ 1,080	15%	$ 918	$ 2,700	15%	$ 2,295

TOPCON		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
Base Station	Including Rover	NA	NA	NA	NA	NA	NA	$ 4,500	15%	$ 3,825

SMOOTH DRUM ROLLERS		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
HD+70i VV	59 IN. DOUBLE DRUM VIBRATORY	$ 1,040	5%	$ 988	$ 2,080	15%	$ 1,768	$ 5,200	15%	$ 4,420
HD+90i VV	66 IN. DOUBLE DRUM	$ 1,100	5%	$ 1,045	$ 2,200	15%	$ 1,870	$ 5,500	15%	$ 4,675
HDO90V	66 IN. DOUBLE DRUM OSCILLATORY	$ 1,300	5%	$ 1,235	$ 2,600	15%	$ 2,210	$ 6,500	15%	$ 5,525
HD+120i VV	78 IN. DOUBLE DRUM VIBRATORY	$ 1,260	5%	$ 1,197	$ 2,520	15%	$ 2,142	$ 6,300	15%	$ 5,355
HDO120V	78 IN. DOUBLE DRUM OSCILLATORY	$ 2,400	5%	$ 2,280	$ 2,800	15%	$ 2,380	$ 7,000	15%	$ 5,950
HD+140i VV	84 IN DOUBLE DRUM VIBRATORY	$ 1,360	5%	$ 1,292	$ 2,720	15%	$ 2,312	$ 6,800	15%	$ 5,780
HD+140VO	84 IN DOUBLE DRUM OSCILLATORY	$ 1,560	5%	$ 1,482	$ 3,120	15%	$ 2,652	$ 7,800	15%	$ 6,630
GRW180	8 WHEEL PNEUMATIC ROLLER	$ 1,360	5%	$ 1,292	$ 2,720	15%	$ 2,312	$ 6,800	15%	$ 5,780
GRW280	8 WHEEL PNEUMATIC ROLLER	$ 1,560	5%	$ 1,482	$ 3,120	15%	$ 2,652	$ 7,800	15%	$ 6,630

SINGLE DRUM ROLLERS		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
H5i	54 IN. VIBRATORY DRUM, 4.5 TON	$ 700	5%	$ 665	$ 1,400	15%	$ 1,190	$ 3,500	15%	$ 2,975
H7i	66 IN. VIBRATORY DRUM, 8.5 TON	$ 1,080	5%	$ 1,026	$ 2,160	15%	$ 1,836	$ 5,400	15%	$ 4,590
H11i/H12/H13i	84 IN. VIBRATORY DRUM, 13 TON	$ 1,360	5%	$ 1,292	$ 2,720	15%	$ 2,312	$ 6,800	15%	$ 5,780

WIRTGEN MILLING MACHINES /SOIL STABILIZERS		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
W60 Mill ***	24 IN. NEW TEETH OUT /IN	NA	NA	NA	NA	NA	NA	$ 16,000	15%	$ 13,600
W120 MILL ***	48 IN. NEW TEETH OUT/IN	NA	NA	NA	NA	NA	NA	$ 24,000	15%	$ 20,400
W200 MILL ***	78 IN. NEW TEETH OUT/IN	NA	NA	NA	NA	NA	NA	$ 34,000	15%	$ 28,900
W220 MILL ***	96 IN. NEW TEETH OUT /IN	NA	NA	NA	NA	NA	NA	$ 39,000	15%	$ 33,150
WR200 STABILZER	96 IN. WITH WATER, NEW TEETH O/I	NA	NA	NA	NA	NA	NA	$ 24,000	15%	$ 20,400
WR240 STABILZER	96 IN. WITH WATER, NEW TEETH O/I	NA	NA	NA	NA	NA	NA	$ 32,000	15%	$ 27,200

KLEEMANN (2 month minimum and management approval required)		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
MC110Z **	JAW CRUSHER, 300 TPH	NA	NA	NA	NA	NA	NA	$ 27,500	15%	$ 23,375
MR110Z**	IMPACT CRUSHER 350 TPH	NA	NA	NA	NA	NA	NA	$ 30,000	15%	$ 25,500
MR130ZS**	IMPACT CRUSHER 450 TPH	NA	NA	NA	NA	NA	NA	$ 35,000	15%	$ 29,750
MS15Z**	400 TPH 2 DECK SCREEN	NA	NA	NA	NA	NA	NA	$ 15,000	15%	$ 12,750
MS19D**/MS953	500 TPH 3 DECK SCREEN	NA	NA	NA	NA	NA	NA	$ 17,500	15%	$ 14,875
KW80	80FT CONVEYOR NO MAGNET	NA	NA	NA	NA	NA	NA	$ 3,500	15%	$ 2,975
KW80	80FT CONVEYOR WITH MAGNET	NA	NA	NA	NA	NA	NA	$ 4,000	15%	$ 3,400
KW100	100 FT CONVEYOR NO MAGNET	NA	NA	NA	NA	NA	NA	$ 4,500	15%	$ 3,825
KW100	100 FT CONVEYOR WITH MAGNET	NA	NA	NA	NA	NA	NA	$ 5,000	15%	$ 4,250
TCI PTSC	HIGH FREQUENCY SCREEN	NA	NA	NA	NA	NA	NA	$ 7,500	15%	$ 6,375
Wear items are charged to customer per our wear item policy. Contact Mark Buxman										

HYDRAULIC BREAKERS/ COMPACTORS * (Tool only)		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
FX45 *	550 LB BREAKER FOR SSL OR EXC	NA	NA	NA	$ 480	15%	$ 408	$ 1,200	15%	$ 1,020
FX55 *	800 LB BREAKER FOR SSL OR CEX	NA	NA	NA	$ 720	15%	$ 612	$ 1,800	15%	$ 1,530
F6 *	1,000 LB BREAKER FOR TLB	NA	NA	NA	$ 960	15%	$ 816	$ 2,400	15%	$ 2,040
F9 *	1,500 LB BREAKER	NA	NA	NA	$ 1,320	15%	$ 1,122	$ 3,300	15%	$ 2,805
FX125 *	2,000 LB. BREAKER	NA	NA	NA	$ 1,680	15%	$ 1,428	$ 4,200	15%	$ 3,570
FX175 *	3,250 LB. BREAKER	NA	NA	NA	$ 2,000	15%	$ 1,700	$ 5,000	15%	$ 4,250
FX225 *	4,000 LB. BREAKER	NA	NA	NA	$ 2,600	15%	$ 2,210	$ 6,500	15%	$ 5,525
FX275 *	5,250 LB. BREAKER	NA	NA	NA	$ 3,200	15%	$ 2,720	$ 8,000	15%	$ 6,800
FX375 *	6,500 LB BREAKER	NA	NA	NA	$ 3,600	15%	$ 3,060	$ 9,000	15%	$ 7,650
FX475 *	8,500 LB BREAKER	NA	NA	NA	$ 3,960	15%	$ 3,366	$ 9,900	15%	$ 8,415
F-70 *	10,000 LB BREAKER	NA	NA	NA	$ 5,000	15%	$ 4,250	$ 12,500	15%	$ 10,625
HP65 *	COMPACTOR FOR TLB	NA	NA	NA	$ 400	15%	$ 340	$ 1,000	15%	$ 850
HP75 *	COMPACTOR FOR TLB	NA	NA	NA	$ 480	15%	$ 408	$ 1,200	15%	$ 1,020
HP135 *	COMPACTOR FOR 120	NA	NA	NA	$ 560	15%	$ 476	$ 1,400	15%	$ 1,190
HP210 *	COMPACTOR FOR 200LC	NA	NA	NA	$ 840	15%	$ 714	$ 2,100	15%	$ 1,785
*** Carrier must be flow rated prior to rental- Customer is responsible for any**										
damages from contamination from the carrier hydraulic system.										

DOPPSTADT (2 month minimum and management approval required)		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
SM720 Trommel Screen	Approx. 7 ft X 20 ft. drum	NA	NA	NA	NA	NA	NA	$ 10,500	15%	$ 8,925
Trommel drum only		NA	NA	NA	NA	NA	NA	$1,800	15%	$ 1,530

ALLU SCREENING BUCKETS		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
DH312	With excavator bracket	NA	NA	NA	NA	NA	NA	$ 6,000	15%	$ 5,100
DH317	With excavator bracket	NA	NA	NA	NA	NA	NA	$ 7,000	15%	$ 5,950
Genesis GBC950	Crushing bucket. Fits 350G	NA	NA	NA	NA	NA	NA	$ 6,000	15%	$ 5,100

BROOM		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
SUPERIOR DT80J	8 FT BROOM, CAB, AIR, SELF PROP	NA	NA	NA	NA	NA	NA	$ 2,800	15%	$ 2,380
	PLUS BROOM WEAR CHARGE									

ROADHOG SELF POWERED PLANERS		DAILY RETAIL	DISCOUNT RATE	DAILY RATE	WEEKLY RETAIL	DISCOUNT RATE	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT RATE	MONTHLY RATE
RH2450	49 hp, 24 in drum,SSL	NA	NA	NA	$ 1,400	15%	$ 1,190	$ 3,500	15%	$ 2,975
RH4075	75 hp, 40 in drum, Backhoe	NA	NA	NA	$ 2,400	15%	$ 2,040	$ 6,000	15%	$ 5,100
RH40140	140hp, 40 in drum, Wheel loader	NA	NA	NA	$ 3,600	15%	$ 3,060	$ 9,000	15%	$ 7,650
RH48200	200hp, 48 in drum, Wheel loader	NA	NA	NA	$ 4,000	15%	$ 3,400	$ 10,000	15%	$ 8,500

RATES ARE FOR 40 HOUR PER WEEK OR 176 HR. PER 28 DAY PERIOD.
ADDITIONAL HOURS WILL BE BILLED ACCORDINGLY.
**ADDITIONAL SET UP CHARGES MAY APPLY.
***RATES INCREASE BY 50% WHEN USED TO MILL CONCRETE.

CUSTOMER RESPONSIBILITIES:

_PROOF OF INSURANCE COVERAGE
_DAILY AND SCHEDULED MAINTENANCE
_WEARABLE SUPPLIES SUCH AS CUTTING EDGES, TEETH AND HAMMER BITS
_TRANSPORTATION AND SET UP COSTS IN AND OUT
_RETURN MACHINE FULL OF FUEL AND CLEAN
_CUSTOMER IS RESPONSIBLE FOR ABNORMAL TIRE/TRACK WEAR INCLUDING, BUT NOT LIMITED TO CUTS, PUNCTURES, ABRASIONS OR ABNORMAL TIRE WEAR FOR THE HOURS USED.

NA=NOT AVAILABLE

RENTAL RATES COMPACT

SKID STEER LOADERS		DAILY RETAIL	DISCOUNT	DAILY RATE	WEEKLY RETAIL	DISCOUNT	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT	MONTHLY RATE
312Gr	51 HP- 1550 LB OPER. CAP.	$ 200	5%	$ 190	$ 525	15%	$ 446	$ 1,400	15%	$ 1,190
314G	51 HP- 1760 LB. OPER. CAP.	$ 250	5%	$ 238	$ 550	15%	$ 468	$ 1,500	15%	$ 1,275
316Gr	65 HP- 1750 LB. OPER. CAP.	$ 250	5%	$ 238	$ 600	15%	$ 510	$ 1,700	15%	$ 1,445
318G	65 HP - 1945 LB. OPER. CAP.	$ 250	5%	$ 238	$ 650	15%	$ 553	$ 1,800	15%	$ 1,530
320E	69 HP - 2190 LB. OPER. CAP.	$ 300	5%	$ 285	$ 750	15%	$ 638	$ 1,950	15%	$ 1,658
324E	74 HP - 2690 LB OPER. CAP	$ 350	5%	$ 333	$ 850	15%	$ 723	$ 2,100	15%	$ 1,785
330G	91 HP - 3000 LB. OPER CAP.	$ 350	5%	$ 333	$ 950	15%	$ 808	$ 2,400	15%	$ 2,040
332G	100 HP - 3,600 LB. OPER CAP.	$ 350	5%	$ 333	$ 1,050	15%	$ 893	$ 2,600	15%	$ 2,210

COMPACT TRACK LOADERS		DAILY RETAIL	DISCOUNT	DAILY RATE	WEEKLY RETAIL	DISCOUNT	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT	MONTHLY RATE
317G	65 HP- 3035 LB. OPER. CAP.	$ 375	5%	$ 356	$ 840	15%	$ 714	$ 2,300	15%	$ 1,955
325G	74 HP - 3600 LB. OPER. CAP.	$ 375	5%	$ 356	$ 1,000	15%	$ 850	$ 2,700	15%	$ 2,295
331G	91 HP - 4429 LB. OPER. CAP.	$ 400	5%	$ 380	$ 1,200	15%	$ 1,020	$ 3,100	15%	$ 2,635
333G	100 HP - 5285 LB. OPER. CAP.	$ 550	5%	$ 523	$ 1,500	15%	$ 1,275	$ 3,700	15%	$ 3,145

EXCAVATORS		DAILY RETAIL	DISCOUNT	DAILY RATE	WEEKLY RETAIL	DISCOUNT	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT	MONTHLY RATE
17G	7 FT 2 IN DIG DEPTH	$ 225	5%	$ 214	$ 675	15%	$ 574	$ 1,700	15%	$ 1,445
26G/Z26U	8 FT 6 IN DIG DEPTH	$ 250	5%	$ 238	$ 700	15%	$ 595	$ 1,875	15%	$ 1,594
30G/ZX30U	9FT 2 IN DIG DEPTH	$ 250	5%	$ 238	$ 750	15%	$ 638	$ 1,875	15%	$ 1,594
35G/Z35U	10 FT 0 IN - 11 FT 4 IN DIG DEPTH	$ 275	5%	$ 261	$ 850	15%	$ 723	$ 2,200	15%	$ 1,870
50G/Z50U	11 FT 7 IN - 12 FT 7 IN DIG DEPTH	$ 350	5%	$ 333	$ 1,050	15%	$ 893	$ 2,650	15%	$ 2,253
60G/ZX60U	12 FT 4 IN - 13 FT 6 IN DIG DEPTH	$ 400	5%	$ 380	$ 1,200	15%	$ 1,020	$ 3,300	15%	$ 2,805
EXTRA BUCKET	17G TO 60G	$ 50	5%	$ 48	$ 100	15%	$ 85	$ 175	15%	$ 149

COMPACT WHEEL LOADERS		DAILY RETAIL	DISCOUNT	DAILY RATE	WEEKLY RETAIL	DISCOUNT	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT	MONTHLY RATE
204L	1.0 CU. YD. , 61 HP	$ 375	5%	$ 356	$ 1,000	15%	$ 850	$ 2,900	15%	$ 2,465
244L	1.2 CU. YD., 70 HP	$ 400	5%	$ 380	$ 1,100	15%	$ 935	$ 3,300	15%	$ 2,805
304L	1.4 CU. YD., 65 HP	$ 450	5%	$ 428	$ 1,200	15%	$ 1,020	$ 3,500	15%	$ 2,975
324L	2.0 CU. YD. , 70 HP	$ 450	5%	$ 428	$ 1,300	15%	$ 1,105	$ 3,900	15%	$ 3,315
344L	2.0 CU. YD. , 103 HP	$ 500	5%	$ 475	$ 1,400	15%	$ 1,190	$ 4,200	15%	$ 3,570

LANDSCAPE LOADER		DAILY RETAIL	DISCOUNT	DAILY RATE	WEEKLY RETAIL	DISCOUNT	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT	MONTHLY RATE
210L	ROPS, W/ 84 IN. BOX BLADE	$ 400	5%	$ 380	$ 1,000	15%	$ 850	$ 2,700	15%	$ 2,295

HAMM	SMOOTH DRUM ROLLERS	DAILY RETAIL	DISCOUNT	DAILY RATE	WEEKLY RETAIL	DISCOUNT	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT	MONTHLY RATE
HD10	39 IN. DOUBLE DRUM VIBRATORY	$ 250	5%	$ 238	$ 750	15%	$ 638	$ 1,700	15%	$ 1,445
HD12	47 IN. DOUBLE DRUM VIBRATORY	$ 300	5%	$ 285	$ 800	15%	$ 680	$ 1,900	15%	$ 1,615
HD13	51 IN. DOUBLE DRUM VIBRATORY	$ 350	5%	$ 333	$ 1,000	15%	$ 850	$ 2,500	15%	$ 2,125
HD14	54 IN. DOUBLE DRUM VIBRATORY	$ 375	5%	$ 356	$ 1,100	15%	$ 935	$ 2,700	15%	$ 2,295
	SINGLE DRUM SOIL ROLLERS									
H5i	54 IN. VIBRATORY DRUM, 4.5 TON	$ 400	5%	$ 380	$ 1,200	15%	$ 1,020	$ 3,500	15%	$ 2,975

CUSTOMER RESPONSIBILITIES:

_PROOF OF INSURANCE COVERAGE

_DAILY AND SCHEDULED MAINTENANCE

_WEARABLE SUPPLIES SUCH AS CUTTING EDGES, TEETH AND HAMMER BITS

_TRANSPORTATION AND SET UP COSTS IN AND OUT
_RETURN MACHINE FULL OF FUEL AND CLEAN
_CUSTOMER IS RESPONSIBLE FOR ABNORMAL TIRE/TRACK WEAR INCLUDING, BUT NOT LIMITED TO CUTS, PUNCTURES, ABRASIONS OR ABNORMAL TIRE WEAR FOR THE HOURS USED.

KENT (PLAINS) HYDRAULIC BREAKERS/ COMPACTORS *		DAILY RETAIL	DISCOUNT	DAILY RATE	WEEKLY RETAIL	DISCOUNT	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT	MONTHLY RATE
FX45	550 LB BREAKER FOR SSL OR CEX	$ 250	5%	$ 238	$ 550	15%	$ 468	$ 1,500	15%	$ 1,275
FX55	800 LB BREAKER FOR SSL OR CEX	$ 300	5%	$ 285	$ 850	15%	$ 723	$ 2,000	15%	$ 1,700
F6 *	1,000 LB BREAKER FOR SSL OR CEX	$ 350	5%	$ 333	$ 960	15%	$ 816	$ 2,400	15%	$ 2,040
HP35 *	12X26 IN. COMPACTOR FOR CEX	$ 250	5%	$ 238	$ 500	15%	$ 425	$ 1,000	15%	$ 850
HP65 *	24X34 IN. COMPACTOR FOR CEX	$ 250	5%	$ 238	$ 600	15%	$ 510	$ 1,100	15%	$ 935
* Carrier must be flow rated prior to rental- Customer is responsible for any										
damages from contamination from the carrier hydraulic system.										

Skid Steer Attachments		DAILY RETAIL	DISCOUNT	DAILY RATE	WEEKLY RETAIL	DISCOUNT	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT	MONTHLY RATE
FORESTRY CUTTER	REQUIRES DEMO DOOR AND	$ 400	5%	$ 380	$ 1,600	15%	$ 1,360	$ 4,000	15%	$ 3,400
	CORPORATE APPROVAL *									
ROCK BUCKET		$ 125	5%	$ 119	$ 375	15%	$ 319	$ 900	15%	$ 765
SOIL FINISHER		$ 150	5%	$ 143	$ 450	15%	$ 383	$ 1,150	15%	$ 978
TREE PULLER		$ 150	5%	$ 143	$ 450	15%	$ 383	$ 1,000	15%	$ 850
* Carrier must be flow rated prior to rental- Customer is responsible for any										
damages from contamination from the carrier hydraulic system.										

SKID STEER ATTACHMENTS		DAILY RETAIL	DISCOUNT	DAILY RATE	WEEKLY RETAIL	DISCOUNT	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT	MONTHLY RATE
PALLET FORKS	42 IN. FORKS	$ 50	5%	$ 48	$ 120	15%	$ 102	$ 300	15%	$ 255
EXTRA BUCKET		$ 75	5%	$ 71	$ 150	15%	$ 128	$ 300	15%	$ 255
GRAPPLE BUCKET		$ 125	5%	$ 119	$ 400	15%	$ 340	$ 1,000	15%	$ 850
AUGER W/ BIT		$ 100	5%	$ 95	$ 300	15%	$ 255	$ 800	15%	$ 680
AUGER BIT ONLY		$ 50	5%	$ 48	$ 100	15%	$ 85	$ 250	15%	$ 213
PICKUP BROOM		$ 200	5%	$ 190	$ 600	15%	$ 510	$ 1,500	15%	$ 1,275
OPEN BROOM		$ 200	5%	$ 190	$ 600	15%	$ 510	$ 1,500	15%	$ 1,275
ROTARY TILLER		$ 200	5%	$ 190	$ 600	15%	$ 510	$ 1,250	15%	$ 1,063
HYD COLD PLANER ***	CUSTOMER PAYS FOR TIPS	$ 350	5%	$ 333	$ 1,100	15%	$ 935	$ 2,750	15%	$ 2,338
SELF PWRD COLD PLANER ***	CUSTOMER PAYS FOR TIPS	$ 750	5%	$ 713	$ 2,000	15%	$ 1,700	$ 5,000	15%	$ 4,250
VIBRATORY ROLLER		$ 250	5%	$ 238	$ 750	15%	$ 638	$ 1,800	15%	$ 1,530
DOZER BLADE		$ 200	5%	$ 190	$ 500	15%	$ 425	$ 1,500	15%	$ 1,275
POWER RAKE		$ 200	5%	$ 190	$ 480	15%	$ 408	$ 1,200	15%	$ 1,020
LEVEL BEST BOX BLADE	**LASER GRADER**	$ 400	5%	$ 380	$ 1,200	15%	$ 1,020	$ 3,000	15%	$ 2,550
GROUSER TRACKS		$ 300	5%	$ 285	$ 900	15%	$ 765	$ 1,500	15%	$ 1,275
BRUSH MOWER		$ 200	5%	$ 190	$ 600	15%	$ 510	$ 1,800	15%	$ 1,530
TRENCHER		$ 200	5%	$ 190	$ 525	15%	$ 446	$ 1,325	15%	$ 1,126
ALLU BUCKET		$ 800	5%	$ 760	$ 1,500	15%	$ 1,275	$ 3,000	15%	$ 2,550
TREE SHEAR		$ 200	5%	$ 190	$ 600	15%	$ 510	$ 1,800	15%	$ 1,530
SNOW BUCKET	All sizes	$ 150	5%	$ 143	$ 300	15%	$ 255	$ 750	15%	$ 638
SNOW PUSH	All sizes	$ 200	5%	$ 190	$ 600	15%	$ 510	$ 1,500	15%	$ 1,275
SNOW BLOWER	All sizes	$ 300	5%	$ 285	$ 750	15%	$ 638	$ 1,800	15%	$ 1,530

RATES ARE FOR 40 HOUR PER WEEK OR 176 HR. PER MONTH.
ADDITIONAL HOURS WILL BE BILLED ACCORDINGLY.
***RATES INCREASE BY 50% WHEN USED TO MILL CONCRETE.

Special Attachments

VACUWORX PIPE LIFTERS		DAILY RETAIL	DISCOUNT	DAILY RATE	WEEKLY RETAIL	DISCOUNT	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT	MONTHLY RATE
MC3	6,600 LB Capacity, 210 EXC MTG	NA	NA	NA	NA	NA	NA	$ 2,600	15%	$ 2,210
RC10	22,000 LB Capacity., 250/290 MTG	NA	NA	NA	NA	NA	NA	$ 5,900	15%	$ 5,015
RC16D	35,000 LB Capacity, 470G MTG	NA	NA	NA	NA	NA	NA	$ 7,900	15%	$ 6,715
RPM pads	For MC3, 4 in to 12 in dia pipe	NA	NA	NA	NA	NA	NA	$ 525	15%	$ 446
RPO12, 18, 20	Vacuum pads for 12, 18, 20 in pipe	NA	NA	NA	NA	NA	NA	$ 1,150	15%	$ 978
RPO24, 30	Vacuum pads for 24 or 30 in pipe	NA	NA	NA	NA	NA	NA	$ 1,300	15%	$ 1,105
RP036,42	Vacuum pads for 36 and 42 in pipe	NA	NA	NA	NA	NA	NA	$ 1,800	15%	$ 1,530

Genesis Linkage & Rebar Shear Packages		Rate does not include Carrier			Rate does not include Carrier					
3rd Member Mount	Carrier	DAILY RETAIL	DISCOUNT	DAILY RATE	WEEKLY RETAIL	DISCOUNT	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT	MONTHLY RATE
GLS50	JD 250	NA	NA	NA	$ 4,500	15%	$ 3,825	$ 8,100	15%	$ 6,885
GLS70	JD 350	NA	NA	NA	$ 5,500	15%	$ 4,675	$ 12,000	15%	$ 10,200
GRS70	JD 350	NA	NA	NA	$ 6,500	15%	$ 5,525	$ 13,500	15%	$ 11,475

**Rental rates DO NOT include blade wear and maintenance*

Genesis Hydraulic Shear Packages (Rotating)		Rate does not include Carrier			Rate does not include Carrier					
3rd Member Mount	Carrier	DAILY RETAIL	DISCOUNT	DAILY RATE	WEEKLY RETAIL	DISCOUNT	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT	MONTHLY RATE
GXP200R	JD 200	NA	NA	NA	$ 3,000	15%	$ 2,550	$ 7,500	15%	$ 6,375
GXP300R	JD 350	NA	NA	NA	$ 3,600	15%	$ 3,060	$ 9,000	15%	$ 7,650
GXP400R	JD 470	NA	NA	NA	$ 4,800	15%	$ 4,080	$ 12,000	15%	$ 10,200

**Rental rates DO NOT include blade wear and maintenance*

Genesis Hydraulic Shear Packages (Rotating)		Rate does not include Carrier			Rate does not include Carrier					
2nd Member Mount	Carrier	DAILY RETAIL	DISCOUNT	DAILY RATE	WEEKLY RETAIL	DISCOUNT	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT	MONTHLY RATE
GXP300R	JD 200	NA	NA	NA	$ 3,600	15%	$ 3,060	$ 9,000	15%	$ 7,650
GXP400R	JD 250	NA	NA	NA	$ 4,800	15%	$ 4,080	$ 12,000	15%	$ 10,200
GXP440R	JD 350	NA	NA	NA	$ 4,000	15%	$ 3,400	$ 10,000	15%	$ 8,500
GXP500R	JD 350	NA	NA	NA	$ 4,400	15%	$ 3,740	$ 11,000	15%	$ 9,350
GXP660R	JD 350	NA	NA	NA	$ 4,800	15%	$ 4,080	$ 12,000	15%	$ 10,200
GXP990R	JD 470	NA	NA	NA	$ 5,600	15%	$ 4,760	$ 14,000	15%	$ 11,900

**Rental rates DO NOT include blade wear and maintenance*

Genesis Hydraulic Processors		Rate does not include Carrier			Rate does not include Carrier					
3rd Member Mount	Carrier	DAILY RETAIL	DISCOUNT	DAILY RATE	WEEKLY RETAIL	DISCOUNT	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT	MONTHLY RATE
GVP15 (SJ and/or CJ)	JD 160	NA	NA	NA	$ 2,400	15%	$ 2,040	$ 6,000	15%	$ 5,100
GDR200-Cracker	JD 200	NA	NA	NA	$ 2,000	15%	$ 1,700	$ 5,000	15%	$ 4,250
GDR300-Cracker	JD 350	NA	NA	NA	$ 2,400	15%	$ 2,040	$ 6,000	15%	$ 5,100
GDR400 Cracker	JD470	NA	NA	NA	$ 3,200	15%	$ 2,720	$ 8,000	15%	$ 6,800
LXP300	JD 350	NA	NA	NA	$ 4,000	15%	$ 3,400	$ 10,000	15%	$ 8,500
*Additional Jaw Set		NA	NA	NA	$ 600	15%	$ 510	$ 1,500	15%	$ 1,275
LXP400	JD 470	NA	NA	NA	$ 4,800	15%	$ 4,080	$ 12,000	15%	$ 10,200
*Additional Jaw Set		NA	NA	NA	$ 600	15%	$ 510	$ 1,500	15%	$ 1,275
LXP Rental includes (1) Jaw Set. Additional Jaw Sets are extra (Shear, Cracker & Pulverizer are Available)										

**Rental rates DO NOT include blade wear, tooth wear and maintenance*

Genesis Versi Pro Packages (Rotating) w/ one jaw set		Rate does not include Carrier			Rate does not include Carrier					
3rd Member Mount	Carrier	DAILY RETAIL	DISCOUNT	DAILY RATE	WEEKLY RETAIL	DISCOUNT	WEEKLY RATE	MONTHLY RETAIL	DISCOUNT	MONTHLY RATE
GVP07 - MINI	JD 85	NA	NA	NA	NA	NA	NA	$ 3,900	15%	$ 3,315
GVP07 - SKID	SSL mount	NA	NA	NA	NA	NA	NA	$ 3,900	15%	$ 3,315
Genesis Severe Duty Grapples	Carrier									
GSD70	290/350	NA	NA	NA	NA	NA	NA	$ 2,500	15%	$ 2,125
GSD90	470	NA	NA	NA	NA	NA	NA	$ 2,900	15%	$ 2,465

Vendor	Locations	Web Address
Allied Winches	All locations	www.alliedsystems.com
Allu Manufacturing	IA, East NE, East KS, MO	www.allu.net
	West NE, West KS	
	Ohio, PA	
Arrow Forks	All locations	www.arrowmhp.com
Bomag	PA	
		www.bluediamondattachments.com
C & P Attachments	All locations	www.cpbuckets.com
Central Fabricators	All locations	www.woodsonline.com
Deere Construction Equipment	All locations	www.deere.com/construction
Deere CWP	NE, KS, MO, OH, PA	www.deere.com/construction
	IA (Excluding DSM & Ft Dodge)	
Diamond Mowers	IA, KS, MO, NE	www.diamondmowers.com
Ecoverse	IA, KS, MO and NE	www.ecoverse.net
Dymax	All locations	www.dymaxattachments.com
Eager Beaver Trailers	All Locations	www.eagerbeavertrailers.com
Falls Snow Equipment	All locations	www.fallsplow.com
Felling Trailers	Central IA and West	www.felling.com
	Central IA and East	
	Main Office	
FRD Furukawa Hydraulic Tools (Previously Kent Tools)	KS, MO, NE, IA	www.kentdemolition.com
Genesis	KS, NE,Sioux City, West MO,	www.genesisattachments.com
	OH branches 18,19,20,21,28,29	
GR Manufacturing	All locations	
Grab Tec	All locations	www.grabtec.com
Handy Hitch	NE	www.handyhitch.com
Harlo Forklifts	All locations	www.harlo.com
HKX	All locations	www.hkx.com
Henke Manufacturing	All locations	www.henkemfg.com
Hitachi	IA, KS, NE, MO, OH	www.johndeere.com
*Full Hitachi Listing on DealerPath		
JRB	IA, KS, MO, NE	www.jrbattachments.com
	OH, PA	
Kleemann Crushers	IA, KS, MO, NE	
Midwestern Manufacturing	All Locations	www.sidebooms.com
MOBA Corporation	Plains	
Monroe Snow and Ice Equipment	All locations	www.monroetruck.com
NPK Hydraulic Tools	Ohio and PA	www.npkce.com
Paladin - Sweepster Attachments/	All locations	www.paladinattachments.com
FFC/Bradco		www.ffcattachments.com
Peerless Trailers (KNL Holdings)	Ohio	www.peerlessmfg.cc
Road Hog West	Midwest	www.roadhoginc.com
East		
RPM Tech- Snow Blowers	All locations	www.grouperpmtech.com
Sennebogen	NE	http://www.sennebogen-na.com

	Southern Ohio and PA	
Superior Broom	IA, NE and Kansas City, MO	www.sbmfg.com
TAG Manufacturing	All locations	
		www.tagmfg.com
TCI Manufacturing		www.tcimfg.com
Towmaster Trailers	OH	www.towmaster.com
Vacuworx	Midwest	www.vacuworx.com
	Plains	
Vail Products	All locations	www.vailproducts.com
Werk-Brau Co.	All locations	www.werkbrau.com
Wirtgen, Hamm, Vogele & Kleeman	KS, NE, MO, IA	www.wirtgen-group.com

MURPHY
TRACTOR & EQUIPMENT CO.

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DES MOINES, IA 50317-4744
515-263-0055

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620-227-3139

1303 3RD AVE NW
FORT DODGE, IA 50501-2257
515-576-3184

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308-436-2177

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GRAND ISLAND, NE 68803-6621
308-381-0741

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GREAT BEND, KS 67530-1206
620-792-2748

8600 NE PARVIN RD
KANSAS CITY, MO 64161-9393
816-483-5000

6100 ARBOR RD
LINCOLN, NE 68517-3211
402-467-1300

PO BOX 1013
NORTH PLATTE, NE 69103-1013
308-534-7020

9751 S 148TH ST
OMAHA, NE 68138-3898
402-894-1899

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712-252-2753

1401 S STATE HIGHWAY MM
SPRINGFIELD, MO 65802-7726
417-863-1000

1621 NW GAGE BLVD
TOPEKA, KS 66618
785-233-0556

PO BOX 387
ULYSSES, KS 67880-0387
620-356-1071

PO BOX 2520
WATERLOO, IA 50704-2520
319-235-7085

5255 N DEERE RD
PARK CITY, KS 67219-3308
316-942-1457

CORPORATE OFFICE:

5375 N DEERE RD
PARK CITY, KS 67219-3307
316-945-1015

Rental References for Murphy Tractor – Lincoln, NE

Saline County
Highway Superintendent
Bruce Filipi
PO Box 865
204 South High Street
Wilber, NE 68465
(402) 821-2737
Fax: (402) 821-3435
Email: scroads@diodecom.net

K2 Construction
Trucking & Equipment Supervisor
Ross Blackledge
7701 Cornhusker Hwy
Lincoln, NE 68507
(402) 467-2355
Mob. (402) 430-4597
Email: rblackledge@k2construction.biz

More available upon request.

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5375 N DEERE RD
PARK CITY, KS 67219-3307
316-945-1015

August 21, 2020

RE: Equipment Order Process

- Customer information – Company, individual, division they work for, email, phone number and PO if applicable.
- Discuss rental – Rate, term and start date.
- Equipment needs – prefer a week lead time to guarantee the delivery is made within the 24 hour time frame for the equipment that is needed for the project. We will discuss the project and work together to make sure the equipment is right for the job.
- Delivery – If we are delivering the equipment, we will need the exact address of the location, on-site contact information – including name and phone number.
- Return – Customer can call to let us know the project is done and equipment needs to be returned. We will need the name and number of the person calling off the rental.
- Ending Rental – Once machine is returned it is reviewed for hours, fuel and damages. There may be final charges to cover anything that needs to be fixed, replaced or over-hours for rent.

CONTRACT DOCUMENTS

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

Annual Service
Rental and Cleaning of Mats and Various Linen & Related Items
Bid No. 20-172

Paramount Linen & Uniform Rental
837 S. 27 Street
Lincoln, NE 68510
(402) 435-4313

CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **Paramount Linen & Uniform Rental, 837 S. 27 Street, Lincoln, NE 68510** , hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

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

Rental and Cleaning of Mats and Various Linen & Related Items, Bid No. 20-172

and,

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

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

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

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

Agreement to full proposal

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

   The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The cost of products or services for City Departments shall not exceed $30,000.00 during the contract term without approval by the City of Lincoln. The cost of products or services for County Agencies shall not exceed $7,000.00 during the contract term without approval by the Board of Commissioners. The cost of products or services for the Public Building Commission shall not exceed $6,000.00 during the contract term without approval by the Board of the Public Building Commission.

3. 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.

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

5. Termination. This Contract may be terminated by the following:
   - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
     - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the 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 contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the 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.

7. 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, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, 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 Contract 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.

8. Audit Provision: The Contractor shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.

9. Period of Performance. This Contract shall be effective September 13, 2020 through September 12, 2021. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.

10. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
    1. Contract Terms
    2. Accepted Proposal/Response (Includes Addendum No. 1)
    3. Insurance with Endorsements
    4. Locations
    5. Dental Item Bid Requirements
    6. Special Provisions
    7. Specifications
    8. Instructions to Bidders
    9. Insurance Requirements
    10. Sales Tax Exemption Form 13
        (Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)
    11. Notice to Bidders

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.
.

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

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

CONTRACT
Annual Service
Rental and Cleaning of Mats and Various Linen & Related Items
Bid No. 20-172
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Paramount Linen & Uniform Rental

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

_____ Seal
Secretary

Paramount Linen & Uniform Rental
Name of Corporation

837 S. 27th Lincoln, Ne 68510
Address

By: John Allen
Duly Authorized Official

President
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

CONTRACT
Annual Service
Rental and Cleaning of Mats and Various Linen & Related Items
Bid No. 20-172
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Paramount Linen & Uniform Rental

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

CONTRACT
CONTRACT
Annual Service
Rental and Cleaning of Mats and Various Linen & Related Items
Bid No. 20-172
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Paramount Linen & Uniform Rental

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

Lincoln-Lancaster County Public Building Commission
Signature Page

CONTRACT
Annual Service
Rental and Cleaning of Mats and Various Linen & Related Items
Bid No. 20-172
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Paramount Linen & Uniform Rental

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

20-172 Addendum 1
Paramount Linen
Supplier Response

Event Information

Number:	20-172 Addendum 1
Title:	Rental and Cleaning of Mats and Various Linen & Related Items
Type:	Notice to Bidders
Issue Date:	7/17/2020
Deadline:	8/7/2020 12:00 PM (CT)
Notes:	Specifications, delivery locations and attachments need to be added.

Contact Information

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

Paramount Linen Information

Contact: Tom Allman
Address: 837 S. 27
Lincoln, NE 68510
Phone: (402) 435-4313
Fax: (402) 435-4407
Email: tallman@paramountlinen.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Tom Allman
Signature

tallman@paramountlinen.com
Email

Submitted at 8/6/2020 11:43:41 AM

Supplier Note

Our submission is for the City of Lincoln mat rental and other services bid

Response Attachments

Lincoln City Bid #2.pdf

Price quote for microfiber towels

City of Lincoln References.pdf

References

Bid Attributes

1	**Agreement to Addendum No. 1** *Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.* *Be advised of the following clarifications and changes to the Specification and bidding documents:* ***Attached locations attachment, specifications, and Dental Item Bid Requirements*** - All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda. Sharon Mulder Assistant Purchasing Agent Yes
2	**Instructions to Bidders** I acknowledge reading and understanding the Instructions to Bidders. Yes

3 Insurance Requirements and Endorsements

Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.

Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.

Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.

Yes

4 Sample Contract

I acknowledge reading and understanding the sample contract.

Yes

5 Specifications

I acknowledge reading and understanding the specifications.

Yes

6 Contact

Name of person submitting this bid:

Tom Allman

7 Special Provision Term Contract Provisions

I acknowledge reading and understanding the Special Provision Term Contract Provisions.

Yes

8 Purchase Order, Contract and Delivery Contact

The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.

Josh Pollard

9 Service Representative

List the name, address and phone number of the Representative that will be notified of any and all activity related to this account. Also list a secondary name and phone number if the Representative is not available for any reason.

Josh Pollard, 837 South 27th St. Lincoln, Ne. 402-435-4313

10 Equipment Information

Please list the number of employees your company has.

Number of vehicles used for deliveries.

65 employees, 10 delivery vehicles.

11

Product Requirements

If selected as the contractor for this work, we will provide all roll towel cabinets, racks, dispensers, mop handles, laundry bags and any other piece of equipment to effectively and properly store and collect the products provided for under this contract at no charge to the Owners. We further agree to upgrade such equipment as needed and requested by the Owners staff to ensure a clean and organized environment in all facilities.

Yes

12

Delivery Requirements

Our company can provide delivery as requested at all the locations listed on the Location Attachment and any other locations as needed in Lancaster County through the term of this contract.
See Section 9 regarding service/delivery receipts.

Yes

13

Kindred Item(s)

Please provide the percentage discount for Kindred Items.

0

14

BID LINE ITEM COMPLETION

I have completed the Bid Line items for all 2 pages.

Yes

15

References

I have attached my References to the Response Attachment section of this bid.

Yes

16

Bid award

I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.

If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.

Yes

17

Tax Exempt Certification Forms

Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)

Yes

18 **U.S. Citizenship Attestation**

Is your company legally considered an Individual or Sole Proprietor: YES or NO

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

YES

19 **Electronic Signature**

Please check here for your electronic signature.

Yes

Bid Lines

1 3'x4' Walk-Off Mats

Pickup Frequency - 85 Weekly/25 Bi-Weekly/11 Monthly

(5,202 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 5202 UOM: EA Unit Price: $1.17 Total: $6,086.34

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

2 3'x10' Walk-Off Mats

Pickup Frequency - 32 Weekly/5 Bi-Weekly/5 Monthly

(1,854 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 1854 UOM: EA Unit Price: $2.48 Total: $4,597.92

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

3	4'x6' Walk-Off Mats Pickup Frequency - 61 Weekly/15 Bi-Weekly/8 Monthly (3,658 Services per Year Total) ONLY BID COST PER PIECE! Quantity: 3658 UOM: EA Unit Price: $1.85 Total: $6,767.30 Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.
4	Scraper Mats Pickup Frequency - 15 Weekly/11 Bi-Weekly/1 Monthly (1,078 Services per Year Total) ONLY BID COST PER PIECE! Quantity: 1078 UOM: EA Unit Price: $1.04 Total: $1,121.12 Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.
5	Anti-Fatigue Mats Pickup Frequency - 14 Weekly/2 Bi-Weekly/0 Monthly (780 Services per Year Total) ONLY BID COST PER PIECE! Quantity: 780 UOM: EA Unit Price: $1.04 Total: $811.20 Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.
6	Roll Towels Pickup Frequency - 43 Weekly/0 Bi-Weekly/0 Monthly (2,236 Services per Year Total) ONLY BID COST PER PIECE! Quantity: 2236 UOM: EA Unit Price: $0.90 Total: $2,012.40 Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

7	22" Dust Mops Pickup Frequency - 15 Weekly/4 Bi-Weekly (884 Services per Year Total) ONLY BID COST PER PIECE! Quantity: 884 UOM: EA Unit Price: $0.54 Total: $477.36 Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.
8	36" Dust Mops Pickup Frequency - 3 Weekly/3 Bi-Weekly (234 Services per Year Total) ONLY BID COST PER PIECE! Quantity: 234 UOM: EA Unit Price: $0.86 Total: $201.24 Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.
9	48" Dust Mops Pickup Frequency - 2 Weekly/5 Bi-Weekly (234 Services per Year Total) ONLY BID COST PER PIECE! Quantity: 234 UOM: EA Unit Price: $0.99 Total: $231.66 Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.
10	Wet Mops Pickup Frequency - 12 Weekly/15 Bi-Weekly/7 Monthly (1,098 Services per Year Total) ONLY BID COST PER PIECE! Quantity: 1098 UOM: EA Unit Price: $0.99 Total: $1,087.02 Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

11	Shop Towels Pickup Frequency - 752 Weekly (39,104 Services per Year Total) ONLY BID COST PER PIECE! Quantity: 39104 UOM: EA Unit Price: $0.0396 Total: $1,548.52 Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.
12	Dish Towels Pickup Frequency - 10 Weekly (520 Services per Year Total) ONLY BID COST PER PIECE! Quantity: 520 UOM: EA Unit Price: $0.08 Total: $41.60 Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.
13	Lab Coats Pickup Frequency - 25 Weekly (1,300 Services per Year Total) ONLY BID COST PER PIECE! Quantity: 1300 UOM: EA Unit Price: $0.405 Total: $526.50 Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.
14	Bib Apron Pickup Frequency - 25 Weekly (4,680 Services per Year Total) ONLY BID COST PER PIECE! Quantity: 4680 UOM: EA Unit Price: $0.144 Total: $673.92 Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

15 Dental Smock

Pickup Frequency - 6 Weekly

(312 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 312 UOM: EA Unit Price: $0.405 Total: $126.36

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

16 Bio Hazard Bag

Pickup Frequency - 2 Weekly

(104 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 104 UOM: EA Unit Price: $0.432 Total: $44.93

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

17 Bakers Mit

Pickup Frequency - 12 Weekly

(624 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 624 UOM: EA Unit Price: $0.144 Total: $89.86

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

18 Surgical Sheet

Pickup Frequency - 81 Weekly

(4,212 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 4212 UOM: EA Unit Price: $0.36 Total: $1,516.32

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

19	Work Pant Pickup Frequency - 20 Weekly (1,040 Services per Year Total) ONLY BID COST PER PIECE! Quantity: 1040 UOM: EA Unit Price: $0.315 Total: $327.60 Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.
20	Work Shirt Pickup Frequency - 40 Weekly (2,080 Services per Year Total) ONLY BID COST PER PIECE! Quantity: 2080 UOM: EA Unit Price: $0.315 Total: $655.20 Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.
21	Warm-Up Jacket Pickup Frequency - 14 Weekly (728 Services per Year Total) ONLY BID COST PER PIECE! Quantity: 728 UOM: EA Unit Price: $0.405 Total: $294.84 Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.
22	CMHC Robes Pickup Frequency - 28 Weekly (1,456 Services per Year Total) ONLY BID COST PER PIECE! Quantity: 1456 UOM: EA Unit Price: $0.495 Total: $720.72 Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

23 CMHC Gowns(Size L and XL)

Pickup Frequency - 40 Weekly

(2,080 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 2080 UOM: EA Unit Price: $0.305 Total: $634.40

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

24 CMHC Pants(Size M thru XL)

Pickup Frequency - 30 Weekly

(1,560 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 1560 UOM: EA Unit Price: *No response* Total: *No response*

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

25 CMHC Pants(Size XXL thru XXXL)

Pickup Frequency - 10 Weekly

(520 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 520 UOM: EA Unit Price: $0.395 Total: $205.40

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

26 Bath Towels

Pickup Frequency - 200 Weekly

(10,400 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 10400 UOM: EA Unit Price: $0.135 Total: $1,404.00

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

27 Terry Wash Cloths

Pickup Frequency - 100 Weekly

(5,200 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 5200 UOM: EA Unit Price: $0.054 Total: $280.80

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

28 Pillow Cases

Pickup Frequency - 50 Weekly

(2,600 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 2600 UOM: EA Unit Price: $0.135 Total: $351.00

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

29 Mattress Pads (Single Bed)

Pickup Frequency - 22 Weekly

(1,144 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 1144 UOM: EA Unit Price: $0.405 Total: $463.32

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

30 Fitted Sheets 72"

Pickup Frequency - 22 Weekly

(1,144 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 1144 UOM: EA Unit Price: $0.36 Total: $411.84

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

31 Flat Sheets

Pickup Frequency - 22 Weekly

(1,144 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 1144 UOM: EA Unit Price: $0.36 Total: $411.84

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

32 Thermal Blankets

Pickup Frequency - 40 Weekly

(2,080 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 2080 UOM: EA Unit Price: $0.72 Total: $1,497.60

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

33 Table Napkins

Spun Polyester, Multiple Colors

ONLY BID COST PER PIECE!

Quantity: 1 UOM: EA Unit Price: $0.054 Total: $0.05

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

34 72" Spun Polyester Table Cloths, Multiple Colors

Pickup Frequency - Weekly

ONLY BID COST PER PIECE!

Quantity: 1 UOM: EA Unit Price: $0.63 Total: $0.63

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

35 85" Spun Polyester Table Cloths, Multiple Colors

Pickup Frequency - Weekly

ONLY BID COST PER PIECE!

Quantity: 1 UOM: EA Unit Price: $0.855 Total: $0.86

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

36 10' Spun Polyester Table Cloths, Multiple Colors

Pickup Frequency - Weekly

ONLY BID COST PER PIECE!

Quantity: 1 UOM: EA Unit Price: $0.855 Total: $0.86

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

37 Chef Design Chef Coats, (2-3XL)

ONLY BID COST PER PIECE!

Quantity: 1 UOM: EA Unit Price: $0.50 Total: $0.50

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

38 Glass Towels (7697)

Pickup Frequency - Upon Request

ONLY BID COST PER PIECE!

Quantity: 1 UOM: EA Unit Price: $0.126 Total: $0.13

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

Response Total: $35,623.16

Paramount Linen & Uniform Service References

Hilton Garden Inn & Suites

801 "R" St, Lincoln NE 68508

402-475-9000

Donna Baker, 402-475-9000

Customer since April 2015

Restaurant linen

Weekly service

Super Saver

4554 "W" St, Lincoln NE 68503

402-464-6297

Matt Morrison, 402-464-6297

Customer since July 2003

Mats, mops, linen and uniform

Weekly service

Vincenzo's Restaurante

808 "P" St, Lincoln NE 68508

402-435-3889

Mark Johnson, 402-435-3889

Customer since October 1997

Mats, linen and soap

Weekly service

Paramount Linen and Uniform Rental

837 South 27th Street
Lincoln, Nebraska 68510
Lincoln: 402-435-4313
Omaha: 402-346-8208

July 19, 2019

City of Lincoln
Purchasing
Sharon Mulder

Dear Sharon,

We may be adding white microfiber towels to the Pinnacle Bank Arena. A regular cotton bar towel is .08, and the price on the microfiber towels would be .09. Thanks.

Sincerely,

Tom Allman
President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/21/2020

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: Marci Elam PHONE (A/C, No, Ext): (402) 434-7200 FAX (A/C, No): (402) 434-7272 E-MAIL ADDRESS: melam@unicogroup.com
INSURED Paramount Laundry & Textile Services, Inc., DBA: dba Paramount Linen & Uniform Rental; T A Holding LLC P. O. Box 30409 Lincoln NE 68503-0409	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cincinnati Insurance Co. — 10677 INSURER B : Accident Fund General — 12304 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 20/21 All Lines **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 $500 Property Damage Per Claim Ded't Applies GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			EPP0563182/EBA0563182	01/01/2020	01/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			EPP0563182/EBA0563182	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			EPP0563182/EBA0563182	01/01/2020	01/01/2021	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV6178645	01/01/2020	01/01/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

RE: Bid #20-172/Rental-Cleaning of Mats/Linens, etc.
The General Liability policy and Business Auto 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 specific waiver of subrogation endorsement that provides a waiver in favor of the certificate holder/entity(ies).

CERTIFICATE HOLDER

City of Lincoln; Lancaster County Lincoln-Lancaster County Public
555 South 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

Sean Kruger

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION (VICARIOUS LIABILITY)

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person(s) or Organization(s) (Additional Insured):

CITY OF LINCOLN; LANCASTER
COUNTY, AND LINCOLN-LANCASTER
COUNTY PUBLIC COMMISSION
555 S 10TH ST
LINCOLN, NE 68508-2803

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 insured the person or organization shown in the Schedule, but only with respect to liability caused by your acts or omissions.

However, 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 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

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

B. Limits Of Insurance:

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

1. Employee Benefit Liability Coverage

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

3. Damage To Premises Rented To You

The lesser of:

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

b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $2,500

b. Loss Of Earnings: $ 500

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5. **Medical Payments**

Medical Expense Limit: $ 10,000

9. **Property Damage To Borrowed Equipment**

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

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C. Coverages

1. Employee Benefit Liability Coverage

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

Employee Benefit Liability Coverage

(1) Insuring Agreement

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

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

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

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

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

1) Occurs during the policy period; or

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

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

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

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

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

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

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

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

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

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

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(c) Failure To Perform A Contract

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

(d) Insufficiency Of Funds

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

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

Any claim based upon:

1) Failure of any investment to perform;

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

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

(f) Workers' Compensation And Similar Laws

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

(g) ERISA

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

(h) Available Benefits

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

(i) Taxes, Fines Or Penalties

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

(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

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

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

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

(3) Supplementary Payments

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

b. Who Is An Insured

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. **Limits Of Insurance**

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

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

(a) Insureds;

(b) Claims made or "suits" brought;

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

(d) Acts, errors or omissions; or

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

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

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

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

(a) An act, error or omission; or

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

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

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

(4) Deductible Amount

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

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

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

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

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

apply irrespective of the application of the Deductible Amount.

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

d. Additional Conditions

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

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

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

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

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

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

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

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

(2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

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

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

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

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

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

5. Other Insurance

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

a. Primary Insurance

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

b. Method Of Sharing

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

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

c. No Coverage

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

e. Additional Definitions

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

(1) The following definitions are added:

1. "Administration" means:

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

b. Interpreting the "employee benefit programs";

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

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

However, "administration" does not include:

a. Handling payroll deductions; or

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

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

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

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

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

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

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

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

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

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

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

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

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

c. An appeal of a civil proceeding.

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2. **Unintentional Failure To Disclose Hazards**

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

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

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

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

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

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

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

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

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

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

1) Wear and tear;

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

3) Smog;

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

5) Settling, cracking, shrinking or expansion;

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

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

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

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

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

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

1) Foundations, walls, floors or paved surfaces;

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2) Basements, whether paved or not; or

3) Doors, windows or other openings.

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

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

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

(d) "Property damage" to:

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

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

c. Limit Of Insurance

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

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

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

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

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

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

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

4. Supplementary Payments

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

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

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

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

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

5. Medical Payments

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

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

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

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

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

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

7. **Waiver Of Subrogation**

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

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

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

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

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

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

(a) Managers Or Lessors Of Premises

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

This insurance does not apply to:

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

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

(b) Lessor Of Leased Equipment

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

(c) Vendors

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

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

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

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

2) Any express warranty unauthorized by you;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Mortgagee, Assignee Or Receiver

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

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

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

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

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

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described

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in Paragraph **8.a.(1)** of this endorsement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

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

(1) During the policy period; and

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

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

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

Primary And Noncontributory Insurance

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

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

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

9. Property Damage To Borrowed Equipment

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

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

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

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

(a) Insureds;

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

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

(2) Deductible Clause

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

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

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

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

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

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

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

11. **Broadened Notice Of Occurrence**

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

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

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

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

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

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

12. **Nonowned Aircraft**

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

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

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

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

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

13. **Bodily Injury Redefined**

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

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

14. **Expected Or Intended Injury Redefined**

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

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

15. **Former Employees As Insureds**

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

2. Each of the following is also an insured:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Blanket Waiver of Subrogation

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

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

B. Noncontributory Insurance

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

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

C. Additional Insured by Contract

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

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

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

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

D. Employee Hired Auto

1. Changes in Liability Coverage

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

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

2. Changes in General Conditions

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

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

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

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

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

E. Audio, Visual and Data Electronic Equipment

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

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

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

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

   c. $2,500.

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

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

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

   c. An integral part of such equipment.

F. Who is an Insured - Amended

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

The following are "insureds":

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

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

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

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

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

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

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

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

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

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

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and
2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

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

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

I. Hired Auto - Physical Damage

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

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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

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

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

J. **Rental Reimbursement**

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

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

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

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

   b. 30 days.

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

   a. Necessary and actual expenses incurred; or

   b. $50 per day.

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

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

K. **Transportation Expense - Higher Limits**

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

L. **Airbag Coverage**

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

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

M. **Loan or Lease Gap Coverage**

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

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

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

         (a) Overdue lease or loan payments;

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

         (c) Security deposits not refunded by the lessor;

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

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

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

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

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

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

N. **Glass Repair - Waiver of Deductible**

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

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

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

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

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

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

P. **Unintentional Failure to Disclose Hazards**

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

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

Q. **Mental Anguish Resulting from Bodily Injury**

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

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

R. **Coverage for Certain Operations in Connection with Railroads**

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

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

   c. An easement or license agreement;

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

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

CITY OF LINCOLN LANCASTER
COUNTY LINCOLN-LANCASTER

COUNTY PUBLIC BUILDING
COMMISSION
555 SO 10TH STREET
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. WCV6178645 Endorsement No.

Insured Premium $

Insurance Company Countersigned by_____

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Hart Forms & Services
Reorder No. 14-4888

LOCATION ATTACHMENT A

Police Garage	635 J St & 100 Oakcreek Dr.
Aging Downtown	1005 "0"St
Aging Admin	1005 "0"St
Aging Kitchen	1005 "O" St
Parks Ager Play Center	1300 S 27th St
Parks F St Rec	1225 F St
StarTran	710 J St
Fleet Services	901 W Bond St
PU/NE Treatment Fac B-01/B-11	7000 N 70th St
Parks Easterday Rec Center	8130 Adams St
PU/Waste LAB-A-17	2400 Theresa St
PU/H20 LAB-A-17	2400 Theresa St
PU/Wtp Shop-A-18	2400 Theresa St
PU/Waste Admin-A-25	2400 Theresa St
PU/Wastewater-A-16	2400 Theresa St
PU/Sanitary-A-22	2400 Theresa St
PU/Water Operations	2021 N 27th St
Parks Muny Bldg	233 S 23rd St
Parks NE District Office	5045 Colby St
Fire Shop	300 South St
Parks Mahoney Golf Maint Shop	7900 Adams
Parks Pioneers Park Nature Ctr	3201 S Coddington
Radio Shop	901 W Bond St, Ste. 110
Parks Highlands Maint	5501 NW 12th St
PU/Ashland H20 Protc	401 Hwy6, Ashland, NE
PU/48th Transfer Stn	5105 N 48th St
PU/BluffRd Facility	6001 Bluff Rd
Parks Air Park Rec Ctr	3720 NW 46th St
City/Cnty Health	3131 N St
Parks Auld Rec Ctr	3140 Sumner St
Health/Dental	3131 N St
Health/Nursing	3131 N St
Aging NE Senior Ctr	6310 Platte Ave
PW/Engineering	531 Westgate
Infom1ation Services	233 S lOth St
Library	3 Locations
PW/Comhusker Parking Garage	1220 L St
PW/Center Park Garage PW	1120 N St
PW/Market Place Garage	925 Q St
PWUniversity Square Garage	101 N 14thSt
PW/Caniage Park Garage	1120 L St
PW/Que Place Garage	1111 Q St
Parks Park Ten Ctr	955 S gth St
Parks Ballard Pool	3901 66th St
Parks Highlands Pool	5511 NW 12th St
Parks Arnold Heights Pool	4000 NW 46th St

Dept. Of Corrections - Location 1	605 South 10th Street
Dept. Of Corrections - Location 2	4420 NW 41st Street
Community Mental Health Center	
Avenue Youth Services Center	1200 Radcliff Street
County Engineer	444 Cherrycreek Road- Bldg C
County Engineer	444 Cherrycreek Road- Bldg B
Building and Grounds	555 and 575 South 10th
Street Weed Commission	444 Cherrycreek
Road Public Defender	633 South 9th Street
Adult Detention Center	3801 W. "O" St
Block 38 Parking Garage	317 "Q" Street
Pinnacle Bank Arena	400 Pinnacle Drive

Dental Item Bid Requirements:

Dental Smocks for Health Care Settings
Total Inventory: 125
Approximate Weekly pickup: 35
Preferred Color: Royal Blue, Ceil Blue, Navy, or Burgundy
Fluid Resistant Garment
Polyester/Cotton blend, snap closure, full sleeves with raglan cuffs, throat-guard collar with snap closure, two waist pockets, side vents and sizes to be fit by successful contract.
All coats shall be free of noticeable stains, pressed and suitable attire for a Dr. or other health care professionals.

Reusable Isolation Gowns for Health Care Settings
Total Inventory: 125
Approximate Weekly pickup: 35
Knit cuffs
Ties in back and at neck
Fluid Resistant Garment, Level 2 according to AAMI PB 70 (if available)
100% polyester or combination of cotton/polyester
Sizable gowns (S, M, L, XL) or **One Size Fits All** with length about 42 inches (sizable to shorter height staff).
All isolation gowns shall be free of noticeable stains, pressed and suitable attire for a Dr. or other health care professionals.

Bio Hazard Bags: 3 approved by OSHA and suitable for use in medical clinics.

Medical Preferred Huck/Surgical Towel: White (approximately 15 x 25)
Total Inventory: 75
Weekly Pick-up: 35
Color: White
Fabric Content: 100% cotton
Pressed, folded

Medical Preferred Huck/Surgical Towel: Blue (approximately 15 x 25)
Total Inventory: 75
Weekly Pick-up: 35
Color: Blue
Fabric Content: 100% Cotton
Pressed, folded

Wall Mounted Hand Sanitizers (nourishing foam hand sanitizer)
Dental/WIC Treatment Rooms: 23
Waiting Room/Breast Feeding Room/Weight & Measure: 4
Training Rooms/Conference Rooms: 10

Building Mats:
3x4 Navy Mat: total inventory-2
3x5 Mat Scraper: total inventory-2

SPECIAL PROVISIONS
FOR
TERM CONTRACTS

PURCHASING DEPARTMENT
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.

1.2 Items listed may or may not be an inclusive requirements for this category.

1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.

1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.

2.2 Bidder must indicate in the Bid, if extension renewals are an option.

2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.

3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:

1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
6. Approved price changes are not applicable to orders already issued and in process at time of price change.
7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.

4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.

4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.

4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.

4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.

5.2 Such quarterly report shall itemize the following information:
1. Each ordering department.
2. Items and quantities purchased by department.
3. Total dollar amount of purchases by department.

SPECIFICATIONS FOR
RENTAL & CLEANING OF MATS
AND VARIOUS LINEN RELATED ITEMS

1. SCOPE OF WORK

1.1 The City of Lincoln, Lancaster County, and City of Lincoln - Lancaster County Public Building Commission hereinafter referenced as "Owners" are soliciting bids for the rental and cleaning of floor mats and various linen related items (i.e., towels, mops, shop, lab coats, clothing and other linens).

1.2 The successful contractor(s) shall supply, pick-up, exchange, mend/alterations, and clean items on a weekly, bi-weekly, or monthly basis as requested by Owners personnel.

- 1.2.1 Vendor shall furnish and install all roll towel cabinets, racks, mop handles and laundry bags for storing soiled goods and/or storage of cleaned items.
  - 1.2.1.1 Contractor shall be responsible for securely attaching the cabinets to our facility walls in a manner which allows safe operation.
  - 1.2.1.2 Any damage to the facility which occurs as a result of faulty installation shall be the responsibility of the Contractor to repair and/or replace.
- 1.2.2 **Vendor shall constantly upgrade the items supplied to maintain satisfactory condition for the intended purpose.**

1.3 The Owners shall rent items on a unit cost basis depending on the needs of the Department.

- 1.3.1 NO charges for capital equipment, investments, energy costs, environmental, service or surcharges, maintenance fees, replacement charges for normal wear, minimum inventory levels, or any other costs associated with this service shall be added to the unit cost proposal.
- 1.3.2 The Owners will be responsible for replacement of items lost, damaged, or destroyed by excessive wear beyond normal use.
  - 1.3.2.1 In the event items must be replaced, the contractor must provide a monthly list of items to be replaced with the total cost to the Owners outlined.
- 1.3.3 The contractor shall supply and install dispenser cabinets at no charge to the Owners for location(s) requesting roll towels or other dispensing/storage units.

1.4 Bidder shall submit bid documents and all supporting material via e-bid.

1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov).

- 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
- 1.5.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.5.3 No direct contract is allowed between Vendor and Owners staff throughout the bid process.
  - 1.5.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

1.6 Please note that any reference in this document or any other document attached to this bid being made to the City of Lincoln, Lancaster County, City of Lincoln - Lancaster County Public Building Commission shall include all the entities listed.

2. TERM OF THE AGREEMENT

2.1 A contract shall be awarded to the successful bidder(s) for a term of three (3) years with the option to renew for one (1) additional three (3) year term.

2.2 It is the desire of the Owners that this contract be awarded to the vendor whose prices are firm for the period of the contract; however, if this is not feasible, vendor must state the length of time for which quoted prices are firm, the expected number of increases for

the contract period, and the maximum percentage increase expected to be in force before expiration of the contract.

2.3 The Owners reserves the right, at its option, to conduct "on site" visitations of any bidder's facilities.

2.3.1 The purpose of the visit will be to ensure the Owners of the bidder's capabilities of successfully administering this contract.

2.3.2 If, in the Owners opinion, any bidder does not have the required capabilities as listed herein, this shall be considered grounds for non-award of a contract.

3. ITEM REQUIREMENTS

3.1 The description of items in the specifications including color, finish, dimensions, and style are important.

3.2 The bidder is responsible for assuring that every item conforms with the descriptions listed.

3.2.1 If any item provided does not conform with the description set forth in the specifications, it will not be acceptable.

3.3 **WALK-OFF MATS** shall have rubber backing and absorbent material of rugged design suitable for cleaning shoes upon entering a public facility.

3.3.1 Sizes vary from 4x6, 3x4 and 3x10.

3.4 **ROLL TOWELS** shall be no less than 45 yards long, 100% cotton linen, and either white or blue in color, depending upon locations preference.

3.4.1 Current contract has approximately 24 cabinets installed.

3.4.2 Price for cabinets will be included in the cost of the services provided.

3.5 **MOP** sizes shall be as follows:

3.5.1 DUST / QC TYPE, both treated and untreated, in widths of: approximately 22", 36", 48", and 60".

3.5.1.1 Current contract has approximately 12 dust mop handles

3.5.1.2 Price for all mop handles will be included in the cost of the services provided.

3.5.2 WET MOP TYPE complete with handles.

3.5.2.1 Current contract has approximately 17 wet mop handles

3.5.2.2 Price for all wet mop handles will be included in cost of the services provided.

3.6 **SHOP TOWELS** shall be approximately 18" x 18", 100% cotton, and red in color.

3.7 **DISH TOWELS** shall be approximately 36" x 30", 100% cotton, pressed, folded and white or blue in color.

3.8 **LAB COATS** shall be white, light blue, or dark blue in color, fabric content to be 80% poly / 20% cotton, button front closure, full sleeves, complete with collar, lapels, left breast pocket, two waist pockets, side vents, and sizes to be fit by successful contractor.

3.8.1 Contractor shall supply an OSHA approved red, moisture resistant laundry bag for storage of soiled coats.

3.8.2 All coats shall be free of noticeable stains and suitable attire for a Dr. or other health care professional.

3.9 **DENTAL LAB COATS** shall be white, fabric content to be 80% poly / 20% cotton, snap closure, full sleeves with raglan cuffs, throat-guard with snap closure, two waist pockets, side vents, and sizes to be fit by successful contract.

3.9.1 All coats shall be free of noticeable stains, pressed and suitable attire for a Dr. or other health care professional.

3.10 **BIB APRONS** shall be 75% cotton / 25% poly, with pockets, and white or blue in color.

3.11 **DENTAL SMOCKS** shall be Royal Blue, Ceil Blue, Navy or Burgundy in color, fabric content to be 80% poly - 20% cotton, snap-up front closure, full sleeves with raglan cuffs, throat-guard collar with snap closure, two waist pockets, side vents, and sizes to be fit by successful contractor.

3.11.1 All coats shall be free of noticeable stains, pressed and suitable attire for a Dr. or other health care professional.

3.12 **BIOHAZARD BAGS**, approved by OSHA and suitable for use in medical clinics.

3.13 **BAKER'S MIT**, for handling hot cooking dishes during food preparation.

3.14 **BAR SWIPE CLOTH**, for cleaning surfaces (possibly grills) during food preparation.
3.15 **SURGICAL SHEETS**, suitable for use during examination.
3.16 **WORK PANT,** 65% polyester / 35% cotton twill designed for comfort and wrinkle / soil resistance.
3.17 **WORK SHIRT**, 65% polyester / 35% cotton poplin designed for comfort and wrinkle / soil resistance.
3.18 **WARM-UP JACKET**, 65% polyester / 35% cotton with cuff sleeve.
3.19 **REUSABLE ISOLATION GOWNS FOR HEALTH CARE SETTINGS**
- 3.19.1 Knit cuffs and ties in the back and at neck.
- 3.19.2 Level 2 fluid resistance according to AAMI PB 70 is available.
  - 3.19.2.1 Otherwise, 100% polyester or combination of cotton/polyester
  - 3.19.2.2 Sizable gowns S-XL or One Size Fits All with length about 42 inches (sizable to shorter heights staff).
- 3.19.3 All isolation gowns shall be free of noticeable stains, pressed and suitable attire for a Dr. or other health care professionals.

3.20 **COMMUNITY MENTAL HEALTH CLOTHING AND LINEN**, A complete list of the clothing and linen required for this location is attached to the bid.
3.21 The Owners have the right to add additional bid items with the Purchasing being notified when requests are made.

4. QUALITY

4.1 The items furnished under these specifications shall be of the highest quality in accordance with established commercial standards.
4.2 Finished products shall be cleaned, dry, in good repair (no tears, spots, stains, burn marks, or holes), odor-free, lint-free, pressed and wrinkle-free.
- 4.2.1 If Owner's staff determines the finished product does not meet the requirements listed here, the contractor must make an additional delivery within 24 hours to replace the items as requested.

4.3 All work performed shall be done under sanitary conditions.
4.4 Except for articles determined to be unserviceable, the contractor shall repair all minor rips, tears, open seams, and holes using thread and materials of the same quality, compatible color and similar appearance and quality.
- 4.4.1 All such repairs are performed at no additional cost to the Owners.

5. DELIVERY

5.1 Delivery, as well as price, shall be a factor in determining award.
5.2 Repeated delayed or partial deliveries shall be interpreted as failure to meet contractual obligations and may be cause for cancellation of the contract.
5.3 Unit prices offered shall be inclusive of all charges including delivery, capital equipment, investments, energy costs, environmental, service or surcharges, maintenance fees, replacement charges for normal wear, minimum inventory levels, or any other costs associated with the services proposed.
5.4 The Owners have the right to add additional or remove any location(s) throughout the term of the contract.

6. SAMPLES

6.1 Prior to award of a contract, the selected bidder may be required to furnish a sample of each item proposed, at no charge to the Owners.
- 6.1.1 Such sample will be retained by the using department for comparison with items delivered under the resulting contract.
- 6.1.2 Samples must be of acceptable quality in order for the selected bidder to receive the contract award.

7. QUANTITIES

7.1 Quantities listed are estimates of anticipated usage for the initial term of the contract.

7.1.1 The Owners retain the option to increase or decrease quantities based on actual usage.

7.1.2 The Owners do not guarantee any specific minimum quantities during the term of this agreement.

8. REFERENCES

8.1 Each interested bidder must provide at least three (3) customer references who have similar service (including multiple locations, billing addresses and types of facilities).

8.1.1 Reference information shall be attached to the Vendors Response Attachment Section of the ebid.

8.1.1.1 Information shall include:

8.1.1.2 Company Name and address

8.1.1.3 Contact Name, e-mail address and telephone number

8.1.1.4 Number of years of service with company

8.1.1.5 Type of service with company, example: mats, linens, apparel

8.1.1.6 Type of service, monthly, weekly, etc.

9. INVOICING & BILLING REQUIREMENTS

9.1 All Owners departmental customers shall be billed on a monthly basis including an itemized listing of all products/services and the date provided for the billing period.

9.2 A single invoice shall be provided, if requested from any Owners Departments, which may have multiple locations with only a single central accounts payable/processing area (i.e., City Fire Dept. locations, etc.; see attached "Delivery Locations" for possible participants).

9.2.1 If a central invoice is requested it shall be accompanied with individual signed delivery slips for the period (provided as authorization and acknowledgment of the amounts billed).

9.2.2 A service/delivery receipt shall be left at each facility location at the time of service/delivery.

9.2.2.1 A signature shall be obtained by an Owners employee for the delivery.

9.2.3 Attach a sample of your billing documents to your proposal in the Response Attachment section of the ebid.

10. CONTRACTOR INSURANCE

10.1 Vendor shall review insurance requirements attached in the bid prior to submitting bid with their agent for the City of Lincoln requirements.

10.2 The awarded Vendor shall furnish the Owner with a Certificate of Insurance in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all City of Lincoln Contracts" at the time of award.

10.3 All Certificates of Insurance shall be filed with the Owner on the standard Accord Certificate of Insurance form showing specific limits of insurance coverage required and showing "City of Lincoln" as Named Additional Insured as pertains to these services.

10.4 Vendors are strongly encouraged to send their insurance requirements and endorsement information to their Insurance Agent during the bid process to ensure contract execution within (10) days of award notice.

11. TERMINATION / ASSIGNMENT

11.1 The Owners may terminate the Contract if the Contractor:

11.1.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide for the complete needs of the Owners as requested.

11.1.2 Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.

11.1.3 Otherwise commits a substantial breach of any provision of the Contract Document.

11.2 By mutual agreement both parties of the contract agreement, upon receipt and

acceptance of a written notice, the contract may be terminated with a minimum of 30-day notification, prior to the end of the contract period, without penalty to either party.

11.2.1 Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right of remedy of the Contractor.

11.2.2 Upon such termination, the obligation of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.

11.4 The contract established as a result of this proposal process shall not be transferred to/or assigned without prior written consent of the Owners.

12. EVALUATION AND AWARD

12.1 The bid will be awarded to the most responsible, responsive bidder whose offer will be most advantageous to the Owners and deemed to best serve our requirements.

12.1.1 The firm selected shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the Owners.

12.2 The composition of the vendor's firm, including the key customer service personnel, the supplier's ability to provide high quality products, provide the services specified, adherence to specifications, references and pricing will determine the basis for award.

12.3 Vendor price will be a consideration in the award of this contract.

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

1. BIDDING PROCEDURE

1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.

1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.

1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.

1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.

1.5 Bids received after the time and date established for receiving bids will be rejected.

1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.

1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.

1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.

1.7.3 Said document is available on the web site.
http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm

2. BID SECURITY

2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.

2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.

2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.

2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.

2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.

2.4 Bid security will be returned to the successful Bidder(s) as follows:

2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.

2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.

2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:

2.5.1 A contract has been executed and bonds have been furnished.

2.5.2 The specified time has elapsed so that the bids may be withdrawn.

2.5.3 All bids have been rejected.

2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.

3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. **CLARIFICATION OF SPECIFICATION DOCUMENTS**

4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.

4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.

4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

5. **ADDENDA**

5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.

5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.

5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. **INDEPENDENT PRICE DETERMINATION**

6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. **ANTI-LOBBYING PROVISION**

7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

8. **BRAND NAMES**

8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.

8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.

8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.

8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.

8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

9. **DEMONSTRATIONS/SAMPLES**

9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.

9.2 Such demonstration can be at the Owners delivery location or a surrounding community.

9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

10. **DELIVERY (Non-Construction)**

10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.

10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.

10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.

10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid::

11.1.1 Manufacturer's warranties and/or guarantees.

11.1.2 Bidder's maintenance policies and associated costs.

11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.

12.2 Material delivered under this proposal shall remain the property of the Bidder until:

12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and

12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.

12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.

12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.

12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.

13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.

13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.

13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.

13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.

13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

14.1 The Bidder 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 contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, 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 Bidder 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.

14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, 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 under paragraph 14.1 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 Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

19.1 All Bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. EXECUTION OF AGREEMENT

20.1 Depending on the type of service and commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

____ a. **PURCHASE ORDER**, unless otherwise noted.

1. This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission Purchase Order.
2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

__X__ b. **CONTRACT,** unless otherwise noted.

1. City, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
3. The City, County and City-County Public Building Commission will sign and date the Contract.
4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

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

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

22. CITY AUDIT ADVISORY BOARD

22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

23. E-VERIFY

23.1 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.

INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below
☒ City of Lincoln ☒ Lancaster County ☒ Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9. This includes proof of coverage and waivers as required below.
All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN, LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION. FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY INCLUDE THE ENTITY ISSUING THE CONTRACT.

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE REQUIREMENTS SET FORTH BELOW.

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than $25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

☒ **1. Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than $1,000,000 each occurrence and $2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

☒ **1.1 Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

☒ **1.2 Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least $1,000,000 Per Accident.

☐ **1.3 Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than $1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

☒ **1.4 Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than $500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

☐ **1.5 Builder's Risk Insurance**

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

☐ **1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

☐ **1.6 Pollution Liability**

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

3)Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;

4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.

5) Coverage is required on an occurrence form.

☐ **1.7 Errors and Omissions; Professional Liability**

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than $1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

☐ **1.8 Railroad Contractual Liability Insurance**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

☐ **1.8.1 Railroad Protective Liability**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of $2,000,000 per occurrence, $6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

☐ **1.9 Cyber Insurance**

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well at notification costs and regulatory defense) in an amount of not less than $1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss

or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

Advertise 2 times
Friday, July 17, 2020
Friday, July 24, 2020

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Friday, July 31, 2020** for providing the following:

Rental and Cleaning of Mats, Various Linens & Related Items
Bid No. 20-172

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or purchasing@lincoln.ne.gov.

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Office Supplies and Products
OMNIA Partners, Public Sector and City of Tamarac
Contact No. 19-21R
MOU061
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Name Change and Renewal
Office Depot, Inc. to Office Depot, LLC

This Amendment is hereby entered into by and between Office Depot, LLC, successor-in-interest by merger to Office Depot, Inc., 6600 Military Trail, Boca Raton, FL 33496 (hereinafter "Contractor"), per Attachment A, 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 November 19, 2019 executed under City Executive Order No. 93807, and County Contract C-19-0844, dated November 19, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission, on October 8, 2019, for Office Supplies and Products, OMNIA Partners, Public Sector and City of Tamarac Contract No. 19-21R, MOU061, which is made a part of this amendment by this reference.

WHEREAS, the original term of the MOU is October 14, 2019 through October 13, 2020, with the option to renew for seven (7) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby change the name reflected in the MOU from Office Depot, Inc. to Office Depot, LLC as stated per Attachment A; and

WHEREAS, the parties hereby renew the MOU for an additional one (1) year term beginning October 14, 2020 through October 13, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $400,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed $240,000.00 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 $3,000.00 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. 93807 and County Contract C-19-0844, all amendments thereto, and as stated herein, the parties agree as follows:

1) The parties hereby change the name reflected in the MOU from Office Depot, Inc. to Office Depot, LLC as stated per Attachment A.
2) The parties hereby renew the MOU for an additional one (1) year term beginning October 14, 2020 through October 13, 2021.
3) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $400,000.00 without approval by the City of Lincoln.
4) The expenditures for Lancaster County for the term of this renewal shall not exceed $240,000.00 without approval by the Lancaster County Board.
5) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $3,000.00 without approval by the Public Building Commission.
6) 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
Office Supplies and Products
OMNIA Partners, Public Sector and City of Tamarac
Contact No. 19-21R
MOU061
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Name Change and Renewal
Office Depot, Inc. to Office Depot, LLC

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:	Office Depot, LLC as successor-in-interest to Office Depot, Inc.
By: (Please Sign)	
By: (Please Print)	Paul Robinson
Title:	Vice President
Company Address:	6600 N. Military Trail, Boca Raton, Florida 33496
Company Phone & Fax:	1-800-463-3768
E-Mail Address:	
Date:	
Contact Person for Orders or Service	Tammy Miner
Contact Phone Number:	510-821-0959

City of Lincoln Signature Page

AMENDMENT TO MEMORANDUM OF UNDERSTANDING
Office Supplies and Products
OMNIA Partners, Public Sector and City of Tamarac
Contact No. 19-21R
MOU061
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Name Change and Renewal
Office Depot, Inc. to Office Depot, LLC

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 MEMORANDUM OF UNDERSTANDING
Office Supplies and Products
OMNIA Partners, Public Sector and City of Tamarac
Contact No. 19-21R
MOU061
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Name Change and Renewal
Office Depot, Inc. to Office Depot, LLC

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
Office Supplies and Products
OMNIA Partners, Public Sector and City of Tamarac
Contact No. 19-21R
MOU061
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Name Change and Renewal
Office Depot, Inc. to Office Depot, LLC

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

Delaware

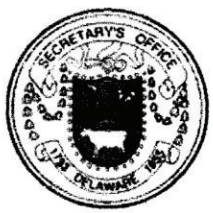
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"OFFICE DEPOT, INC.", A DELAWARE CORPORATION,

WITH AND INTO "OFFICE DEPOT, LLC" UNDER THE NAME OF "OFFICE DEPOT, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRTIETH DAY OF JUNE, A.D. 2020, AT 9:32 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTIETH DAY OF JUNE, A.D. 2020 AT 8 O'CLOCK P.M.



3033159 8100M
SR# 20205982877

Authentication: 203199146
Date: 06-30-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:32 AM 06/30/2020
FILED 09:32 AM 06/30/2020
SR 20205982877 - File Number 3033159

CERTIFICATE OF MERGER
OF
OFFICE DEPOT, INC.
(a Delaware corporation)
with and into
OFFICE DEPOT, LLC
(a Delaware limited liability company)

Pursuant to Title 8, Sections 251(g) and 264 of the General Corporation Law of the State of Delaware and
Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act

Office Depot, LLC, a Delaware limited liability company, does hereby certify:

FIRST: The name, jurisdiction of formation or organization or state of domicile and type of entity of each constituent entity to this merger are as follows:

Name	Jurisdiction of Formation or Organization or State of Domicile	Type of Entity
Office Depot, Inc.	Delaware	Corporation
Office Depot, LLC	Delaware	Limited Liability Company

SECOND: An Agreement and Plan of Merger, dated as of June 30, 2020 (the "Merger Agreement"), by and among Office Depot, Inc., a Delaware corporation (the "Disappearing Corporation"), The ODP Corporation, a Delaware corporation and a direct, wholly owned subsidiary of the Disappearing Corporation ("Holdco"), ODP Investment, LLC, a Delaware limited liability company and a direct, wholly owned subsidiary of Holdco ("ODP Investment"), and Office Depot, LLC, a Delaware limited liability company and a direct, wholly owned subsidiary of ODP Investment (the "Surviving Company"), has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Section 251(g) and Section 264 of the General Corporation Law of the State of Delaware and in accordance with Section 18-209 of the Delaware Limited Liability Company Act, and each of the conditions specified in Section 251(g) of the General Corporation Law of the State of Delaware has been satisfied.

THIRD: The name of the Surviving Company is Office Depot, LLC.

FOURTH: The merger shall become effective as of 8:00 p.m., Eastern Time, on June 30, 2020.

FIFTH: The executed Merger Agreement is on file at the office and place of business of the Surviving Company at 6600 North Military Trail, Boca Raton, FL 33496.

SIXTH: A copy of the Merger Agreement will be provided, upon request and without cost, to (a) any stockholder of the Disappearing Corporation or (b) any member of the Surviving Company.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Surviving Company has caused this Certificate of Merger to be signed by an authorized officer this 30th day of June, 2020.

OFFICE DEPOT, LLC

By: _____

Name: N. David Bleisch

Title: EVP, Chief Legal & Administrative Officer

AMENDMENT TO CONTRACT
Annual Supply
Household Miscellaneous Batteries
Quote No. 5909
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
AV Associates of Nebraska

This Amendment is hereby entered into by and between AV Associates of Nebraska, 14845 N 2nd Street, Raymond, NE 68428 (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 October 22, 2018, executed under City Directorial Order No. 20303, and County Contract C-18-0642, dated October 23, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on November 13, 2018, for Annual Supply – Household Miscellaneous Batteries, Quote No. 5909, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is November 13, 2018 through November 12, 2019, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Directorial Order No. 22385, executed by the City on October 17, 2019, and by County Contract C-19-0763 executed by the County Board on October 15, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission on November 12, 2019, to renew the contract for an additional one (1) year term from November 13, 2019 through November 12, 2020; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning November 13, 2020 through November 12, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $42,000.00 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 $500.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial No. 20303 and County Contract C-18-0642, 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 November 13, 2020 through November 12, 2021.
2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $42,000.00 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 $500.00 without approval by the Public Building Commission.
5) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

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

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

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

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Household Miscellaneous Batteries
Quote No. 5909
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
AV Associates of Nebraska

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:	AV Associates of Nebraska
By: (Please Sign)	Timothy McPherson
By: (Please Print)	Timothy McPherson
Title:	Owner
Company Address:	14645 N. 2nd St Raymond, NE 68428
Company Phone & Fax:	402.783.0270
E-Mail Address:	tim@avaneb.com
Date:	9-28-20
Contact Person for Service or Orders	Tim McPherson tim@avaneb.com
Contact Phone Number	402.617.6720

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Household Miscellaneous Batteries
Quote No. 5909
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
AV Associates of Nebraska

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 Supply
Household Miscellaneous Batteries
Quote No. 5909
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
AV Associates of Nebraska

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Household Miscellaneous Batteries
Quote No. 5909
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
AV Associates of Nebraska

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

AMENDMENT TO CONTRACT
Annual Service
Fire Alarm Panel Inspection, Testing and Repair
Quote No. 5682
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal and Additional Location
Total Fire & Security

This Amendment is hereby entered into by and between Total Fire & Security, 408 E. 1st Street, Fremont, NE 68025 (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 September 19, 2017 executed under City Directorial Order No. 17818, and County Contract C-17-0755, dated September 19, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission, on September 12, 2017, for Annual Service – Fire Alarm Panel Inspection, Testing and Repair, Quote 5682, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is September 19, 2017 through September 18, 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 City Directorial Order No. 19952, executed by the City on August 25, 2018, and by County Contract C-18-0500 executed by the County Board on August 28, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission on September 18, 2018, to renew the contract for an additional one (1) year term from September 19, 2018 through September 18, 2019; and

WHEREAS, the Contract was amended by City Directorial Order No. 22196, executed by the City on September 16, 2019, and by County Contract C-19-0710 executed by the County Board on September 17, 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 19, 2019 through September 18, 2020; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning September 19, 2020 through September 18, 2021; and

WHEREAS, the parties hereby amend the Contract to reflect service to add an additional location (LPD NE Team, 4843 Huntington), per Attachment A; and

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

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed $6,800.00 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 $4,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City D.O. 17818 and County Contract C-17-0755, 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 September 19, 2020 through September 18, 2021.
2) The parties hereby amend the Contract to reflect service to add an additional location, per Attachment A.
3) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $10,000.00 without approval by the City of Lincoln.

4) The expenditures for Lancaster County for the term of this renewal shall not exceed $6,800.00 without approval by the Lancaster County Board.
5) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed $4,000.00 without approval by the Public Building Commission.
6) 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:

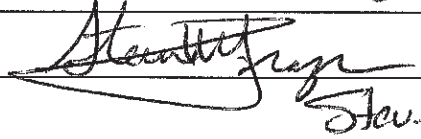
Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Service
Fire Alarm Panel Inspection, Testing and Repair
Quote No. 5682
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal and Additional Location
Total Fire & Security

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

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

Company Name:	Total Fire and Security
By: (Please Sign)	
By: (Please Print)	Steve Frazer
Title:	Service Manager
Company Address:	408 East 1st Street Fremont, Ne 68025
Company Phone & Fax:	402-707-4569 / 402-721-1849
E-Mail Address:	sfrazer@totalfire-security.com
Date:	8-25-20
Contact Person for Orders or Service	Steve Frazer
Contact Phone Number:	402-707-4569

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
Annual Service
Fire Alarm Panel Inspection, Testing and Repair
Quote No. 5682
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal and Additional Location
Total Fire & Security

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order No. 24190

dated 9/4/2020

Lancaster County Signature Page

AMENDMENT TO CONTRACT
Annual Service
Fire Alarm Panel Inspection, Testing and Repair
Quote No. 5682
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal and Additional Location
Total Fire & Security

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
Fire Alarm Panel Inspection, Testing and Repair
Quote No. 5682
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal and Additional Location
Total Fire & Security

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

PROPOSAL

Total Fire & Security, Inc.
408 East 1st Street
Fremont, NE 68025
Phone: (844) 275-3473
Fax: (402) 721-1849

Proposal Submitted To:	Phone:	Date:
Lincoln Police Department-NE Team	402-441-8313	8/12/2020

Address:	Attention:
4843 Huntington Lincoln, NE 68504	Rachelle Hinze

Project: LDP NE Team-Semi-Annual Fire Alarm Inspection Proposal

Total Fire & Security, Inc submits the following proposal:

Semi-Annual Fire Alarm Inspections-August (100%) February (Partial)

Total Price (not including sales tax, if applicable) - $170.00 per year

***All work to be performed during normal business hours.**

Payment to be made as follows: Net 30

Total Fire & Security, Inc shall perform the inspection on the system or systems indicated above. Qualified technicians will perform the inspections in compliance with all applicable codes.

This contract is to include only the type of inspections as indicated above. Any desired or necessary addition or repairs are not covered under this contract. The **Subscriber** will be notified of any deficiencies that are discovered during an inspection. Subscriber may make a request for Total Fire & Security to repair any deficiencies, for which labor and/or parts will be provided at the prevailing hourly rate and/or cost. Owner shall provide access to all locked and/or private tenant areas and provide an escort for entering private tenant spaces. Inspections are to be performed during **Total Fire & Security** normal business hours.

Total Fire & Security, Inc does not guarantee or insure the operation of the system inspected and shall not be held liable for any loss or damage due to improper system operation.

The term for this agreement shall be for (3) years from the date signed and will be automatically renewed for successive one-year periods. Either party may cancel this contract by serving a written thirty-day notice to the other party. The contract amount is subject to automatic annual increases as deemed necessary by **Total Fire & Security, Inc.**

SUBSCRIBE AUTHORIZATION:
IN WITNESS WHEREOF, the parties have executed this contract upon the day and year first above written and are subject to the conditions herein.

Steve Frazer

Authorized Signature

Submitted By: Steve Frazer

Acceptance of Proposal: The above prices and conditions are hereby accepted. You are authorized to do the work as specified.

Authorized Signature

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/11/2020

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 The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: PHONE (A/C, No, Ext): 402-861-7000 FAX (A/C, No): E-MAIL ADDRESS:
INSURED TOT55533 Total Fire & Security, Inc. 408 E 1st Fremont NE 68025	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Employers Mutual Companies INSURER B : Accident Fund National Ins Co — 10166 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 940777430 **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			6D06183	6/11/2020	6/11/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X 1,000						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			6E06183	6/11/2020	6/11/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			6J06183	6/11/2020	6/11/2021	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		WCV6112891	6/11/2020	6/11/2021	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission are additional insured for general liability and auto liability if required by written contract executed prior to loss.

Waiver of Subrogation applies for workers compensation if required by written contract executed prior to loss. The general liability and auto policies have been endorsed to provide 30 days notice of cancellation, except for cancellation for nonpayment of premium, in which case 10 days notice of cancellation will be provided.

CERTIFICATE HOLDER

City of Lincoln,
Lancaster County,
Lincoln-Lancaster County Public Building Commiss'n
555 South 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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Total Fire & Security, Inc.
6D06183

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of:

a. your ongoing operations for the additional insured; or

b. "Your work" for the additional insured and included in the "products – completed operations hazard".

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

a. Only applies to the extent permitted by law; and

b. 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 exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

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

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

(2) A watercraft you do not own that is:

(a) Less than 60 feet long; and

(b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

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

SCHEDULE	
Limits Of Insurance	**Deductible**
$5,000 Each Occurrence	$250 Per Claim
$10,000 Annual Aggregate	

a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

(1) insureds;

(2) claims made or "suits" brought;

(3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.

d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3), j.(4), j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

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E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A,** the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance.**

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.,** that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and **B** Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

H. SUBSIDIARIES AS INSUREDS

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

   a. Currently in effect or becomes effective during the policy period; and

   b. Executed prior to an "occurrence" or offense to which this insurance would apply.

   However, the insurance afforded to such additional insured:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

   c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

   a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

   This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

   b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   (1) In connection with your premises; or

   (2) In the performance of your ongoing operations.

   With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

   This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

   (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

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

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

d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

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

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

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

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

(2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) The insurance afforded any vendor does not apply to:

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

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by any vendor;

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

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

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

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

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

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

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

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

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

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land; or

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

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

(a) 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

(b) 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.

j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or
2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.

m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.

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

If coverage provided to any 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:

a. Required by the contract or agreement; or

b. 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.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph **2.a. (1)** is amended to add the following:

e. Paragraphs **(a), (b),** and **(c)** do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph **2.a. (1) (d)** is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph **3.a.** is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph **6.** is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or $500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph **7.** is replaced by the following:

7. Subject to Paragraph **5.** above, $10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

(a) No Coverage; or

(b) $1,000; or

(c) $5,000; or

(d) A limit higher than $10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph **2.** is amended to add the following:

e. The requirement in Condition **2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A member or manager, if you are a limited liability company;

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

(5) A trustee, if you are a trust.

f. The requirement in Condition **2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A member or manager, if you are a limited liability company;

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

(5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph **4. Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

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

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph **6. Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or

2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and

2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

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

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

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:

If **Physical Damage Coverage** is provided by 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 breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. AUTOMATIC ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement,

whichever is less.

C. EMPLOYEES AS INSUREDS

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

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.

D. EMPLOYEE HIRED AUTOS

1. **Changes In Covered Autos Liability Coverage**

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.

2. **Changes In General Conditions**

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, 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 an "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".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

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Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

(1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.

(2) Any organization you acquire or form will not be considered an "insured" if:

(a) The organization is a partnership or a joint venture; or

(b) That organization is covered under other similar insurance.

(3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and **(4)** are 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.

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

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph **5.** of Paragraph **B. Exclusions** in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

a. Up to $100 each time a covered "auto" of the private passenger type is disabled; or

b. Up to $500 each time a covered "auto" other than the private passenger type is disabled.

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

J LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

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.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph **a. Transportation Expenses** is replaced by the following:

(1) We will pay up to $75 per day to a maximum of $2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

(2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of $5,000 Per "Loss" are in addition to the sublimit in Paragraph **C.1.b.** of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

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If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

(1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.

(2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

(3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to $1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

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

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph **A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, 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:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of the "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   c. Security deposits not returned by the lessor;
   d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
   e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

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.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. 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 deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

a. The number of days reasonably required to repair 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.

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

a. Necessary and actual expenses incurred; or

b. $75 per day, subject to a $2,250 limit.

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 – Transportation Expense Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

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

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.

b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

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

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

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

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**
(Ed. 4-84)

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. WCV 6112891 Endorsement No.

Insured Total Fire & Security Inc. Premium $

Insurance Company Countersigned by_____

Accident Fund Insurance Company of America

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