

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Signature Page

City of Lincoln Signature Page

Lancaster County Signature Page

City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

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

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

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

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

City of Lincoln Signature Page

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

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

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

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

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

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gary Thompson Agency, Inc. 4200 Lucile Drive Suite 200 Lincoln NE 68506		CONTACT NAME: Jen Miller PHONE (A/C, No, Ext): (402) 475-2609 FAX (A/C, No): (402) 475-6121 E-MAIL ADDRESS: jenm@gtainsures.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Continental Western Group	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Hamilton Equipment Company 8801 Highway 6 Lincoln NE 68507		NAIC # 10804	

COVERAGES **CERTIFICATE NUMBER:** CL1981221617 **REVISION NUMBER:**

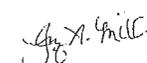
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		IMD3038465-26	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		IMD3038465-26	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			IMD3038465-26	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	WCA3038464-26	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	EQUIPMENT DEALERS FORM			IMD3038465-26	09/01/2019	09/01/2020	BLANKET LIMIT \$6,717,000	

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

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

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln & Lancaster County 555 S 10th Street Lincoln NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

Policy Number: IMD 3038465 - 26

SCHEDULE OF FORMS AND ENDORSEMENTS

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

All Commercial Inland Marine Coverages

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

Coverages

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

Equipment Dealers Coverages

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

**EQUIPMENT DEALERS
LIABILITY AMENDMENT - PROPERTY OF OTHERS**

This endorsement modifies insurance provided under the following:

EQUIPMENT DEALERS COVERAGE FORM

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

Coverage Options

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
09/01/2019

Policy No.
WCA 3038464 26

Endorsement No.

Insured
Hamilton Equipment Co
Insurance Company:
Continental Western Insurance Company

Premium

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT – PLATINUM PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGE EXTENSIONS

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

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

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

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

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

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

This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part.

5. The following changes are made to Paragraph **5. Other Insurance** of **B. General Conditions** under **Section IV – Business Auto Conditions**:

a. The following is added to Paragraph **5.a.**:

If required by the written contract or agreement described above, the insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.

b. Paragraph **5.c.** is deleted in its entirety.

6. Paragraph **A.1.c.** under **Section II - Covered Autos Liability Coverage** is deleted in its entirety.
7. The definition of "insured contract" under **Section V – Definitions** is amended to add the following:

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

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

B. AIRBAGS- EXTENDED COVERAGE

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

C. TELEMATICS & GPS EQUIPMENT COVERAGE

Physical Damage Coverage is amended as follows:

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

- a. Global positioning systems; or
- b. "Telematics devices";

which are not:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or;
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

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

- a. The actual cash value of the damaged or stolen property at the time of loss;
- b. The cost of repairing or replacing damaged or stolen property with other property of like kind and quality; or
- c. \$2,500

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

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

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

D. ELECTRONIC EQUIPMENT – INCREASED COVERAGE

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

E. AUTO LOAN/LEASE GAP COVERAGE

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

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

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

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

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

F. AUTOS RENTED BY EMPLOYEES

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

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

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

G. BAIL BONDS - EXTENDED COVERAGE

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

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

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

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

For any covered “auto”;

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

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

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

I. CUSTOM SIGNS & DECORATIONS

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

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

- (1) Actual cash value of the stolen or damaged property; or
- (2) Amount necessary to repair or replace the property;

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

J. EMPLOYEES AS INSUREDS

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

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

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

K. FAMILY EMERGENCY TRAVEL REIMBURSEMENT

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

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

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

per mile for the actual miles driven.

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

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

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

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

L. FELLOW EMPLOYEE COVERAGE

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

5. Fellow Employee

- a. "Bodily injury" to any fellow "employee" of an "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

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

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

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

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

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

M. FIRE EXTINGUISHER RECHARGE

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

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

No deductible applies to this coverage.

N. GLASS REPAIR – NO DEDUCTIBLE

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

D. DEDUCTIBLE

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

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

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

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

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

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

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

- b. No deductible will apply to "loss" caused by fire or lightning.
3. Coverage provided under this extension will be excess over any other collectible insurance you have.

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

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

P. HYBRID AUTO PAYMENT COVERAGE

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

1. In the event of a total "loss" to a non-"hybrid auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under the Business Auto Coverage form, then Physical Damage Coverages are amended as follows:
 - a. If a non-"hybrid auto" is replaced with a "hybrid auto" or "electric auto" we will pay an additional 10% of the non-"hybrid auto's" actual cash value or replacement cost, to a maximum of \$2,500, whichever is less;
 - b. The non-"hybrid autos" must be replaced and a copy of a bill of sale or lease agreement must be received by us within 60 calendar days of the date of "loss"; and
 - c. If more than one non-"hybrid auto" is damaged in any one "loss", the most we will pay under this Coverage for any one "loss" is \$5,000.

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

- a. "Hybrid auto" is defined as an "auto", including a hybrid "electric auto" that is powered by two sources, an internal combustion engine, and an electric motor.
- b. "Electric auto" is an "auto" that is powered by an electric motor instead of an internal combustion engine. The "electric auto" uses energy stored in its rechargeable batteries, which are recharged by common household electricity.

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

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

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

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

R. LIMITED WORLDWIDE HIRED & NON OWNED AUTO COVERAGE

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

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

S. LOSS OF EARNINGS - EXTENDED COVERAGE

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

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

T. NEW VEHICLE REPLACEMENT COST

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

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

- a. The cost to replace the covered "auto" with a new "auto" of like make, model and year; or
- b. An amount equal to the original purchase price you paid to acquire the vehicle, including taxes, but excluding any extended warranties and licensing fees.

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

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

U. RENTAL REIMBURSEMENT COVERAGE

- 1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".
- 2. We will pay only for those expenses incurred during the policy period, beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following:
 - 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - 2. 45 days.
- 3. Our payment is limited to the lesser of the following amounts:
 - 1. Necessary and actual expenses incurred.
 - 2. The maximum rental expenses indicated below:
 - (1) Not more than \$75 per day;

- (2) The maximum rental expenses shown below:

- (a) \$3,375 because of "loss" to any one covered "auto";
- (b) \$15,000 because of all "loss" to all covered "autos" in any one policy period.

- 4. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
- 5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

V. PERSONAL EFFECTS COVERAGE

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

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

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

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

- 1. Currency, coins, securities or
- 2. Property that under federal or state law is
 - a. An illegal controlled substance
 - b. Property in the course of illegal transportation or trade.

No deductible applies to this coverage extension.

W. RESULTANT MENTAL ANGUISH

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

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

X. TOWING AND LABOR COVERAGE EXTENSION

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

- 1. We will pay up to:
 - a. \$200 for a covered "auto" of the private passenger type or
 - b. \$250 for a covered "auto" that is not of the private passenger type, for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
- 2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
- 3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

Y. TRANSPORTATION EXPENSES - COVERAGE EXTENSION

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

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

Z. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

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

AA. WAIVER OF COLLISION DEDUCTIBLE – ATTACHED AUTOS

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

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

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

we will waive the lowest of the applicable Collision deductibles.

BB. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

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

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