

**SPECIAL MEETING AGENDA
FOR THE WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
TO BE HELD THURSDAY, JULY 25, 2024 AT 2:30 P.M.
CITY-COUNTY BUILDING
COUNCIL CHAMBERS, 1ST FLOOR
555 S. 10TH STREET
LINCOLN, NE 68508**

1. Introductions and Notice of Open Meetings Law Posted by Door
2. Public Comment and Time Limit Notification Announcement
Individuals from the audience will be given a total of 5 minutes to speak on specific items listed on today's agenda. Those testifying should identify themselves for the official record.
3. Approval of the minutes from the JPA meeting held April 25, 2024.
 - (Staff recommendation: Approval of the minutes as presented)
4. Bill No. WH 24-28
Resolution to approve a Contract between the West Haymarket JPA and Theatrical Media Services for lighting fixtures for the Pinnacle Bank Arena catwalk, for a total amount not to exceed \$28,818.20.
 - Public Comment
 - (Staff recommendation: Approval)
5. Bill No. WH 24-29
Resolution to approve a Contract between the West Haymarket JPA and Electronic Contracting Company for fire alarm upgrades for the Pinnacle Bank Arena, for a total amount not to exceed \$54,326.00, pursuant to Bid No. 24-108.
 - Public Comment
 - (Staff recommendation: Approval)
6. Bill No. WH 24-30
Resolution to approve a second Amendment to Contract between the West Haymarket JPA and Inteconnect, Inc. dba Inteconnex for an increase of \$30,000.00 bringing the total amount not to exceed to \$95,000.00, for physical access and control system equipment and services for the Pinnacle Bank Arena, pursuant to MOU178.
 - Public Comment
 - (Staff recommendation: Approval)
7. Bill No. WH 24-31
Resolution to approve an Amendment to Contract between the West Haymarket JPA and REB Steel Equipment Corp. for an increase of \$754.80 bringing the total amount not to exceed to \$106,513.13, pursuant to Change Order No. 1 for additional services for the storage loft at the Pinnacle Bank Arena, pursuant to Bid No. 23-242.
 - Public Comment
 - (Staff recommendation: Approval)

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8. Bill No. WH 24-32
Resolution approving Change Order No. 1 to the Vasa Construction Contract (WH01435) to remove and replace damaged concrete under the Harris Overpass and add irrigation to landscaping along Canopy Street for an additional amount of \$16,925.00.
 - Public Comment
 - (Staff recommendation: Approval)
9. Bill No. WH 24-33
Resolution approving Change Order No. 1 to the Western Specialty Contractors Contract (WH01436) for Pinnacle Bank Arena ramp control joint repair and crack repair for an additional amount of \$30,004.16.
 - Public Comment
 - (Staff recommendation: Approval)
10. Next Meeting Date: The next meeting date will be Thursday, August 29, 2024 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.
11. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
April 25, 2024

Meeting Began At: 1:01 P.M.

Meeting Ended At: 1:59 P.M.

Members Present: Leirion Gaylor Baird, Tim Clare, and Tom Beckius

Item 1 - Introductions and Notice of Open Meetings Law Posted by Door.

Gaylor Baird advised that this is a public meeting subject to the open meetings act posted at the back of the room.

Item 2 - Public Comment and Time Limit Notification.

Gaylor Baird advised members of the public are given five minutes for public comment on specific items listed on today's agenda and those testifying should identify themselves for the record.

Item 3 – Approval of the minutes from the JPA special meeting held April 4, 2024.

Clare moved approval of the minutes as presented. Beckius seconded the motion. Motion carried 3-0.

Item 4 – Approval of the Payment Register for December 2023 through March 2024 and review of the Expenditure Report as of March 31, 2024.

Lyn Heaton, Finance Director and JPA Treasurer, stated in reviewing the December 2023 through March 2024 payment register the major payments consisted of the following:

- \$16,795,800.43 to Union Bank & Trust Company for semiannual JPA bond principal and interest.
- \$1,048,112.95 to District Energy Corporation for the December 2023 through March 2024 West Haymarket billings. \$794,184.97 was billed back to customers (75.8%).
- \$799,128.49 to City of Lincoln-Parking Services for October 2023 through February 2024 JPA parking garage management. During the same period, the JPA collected \$1,570,532.39 in parking revenue.
- \$216,200.00 to ASM Global/Legends for FY 2022-23 operator incentive fees.
- \$205,819.00 to City of Lincoln for first and second quarter Fiscal Year 2023-24 City staff costs as adopted in the 2023-24 JPA Operating Budget.
- \$58,871.00 to City of Lincoln for annual maintenance of the Festival Lot and Arena Drive. This maintenance is performed by the Parks and Recreation department through an agreement with the Downtown Lincoln Association.
- \$60,176.08 to First Wireless Inc. for 2-way radios at Pinnacle Bank Arena as approved by the Board.
- \$36,170.00 to Mitsubishi Electric for LED corner scoreboards at Pinnacle Bank Arena. This represents a partial payment as approved by the Board.
- \$42,303.33 to REB Storage Systems for storage loft at Pinnacle Bank Arena.
- \$1,048,897.50 to Pinnacle Bank Arena for the following:

1. \$160,915.77 for arena repair, routine maintenance, and purchase of minor equipment for October 2023 through January 2024.
2. \$62,981.73 for food and beverage equipment pursuant to the budget.
3. \$525,000.00 for second and third quarter Fiscal Year 2023-24 sponsorships. This is paid from the Learfield Marketing and promotional revenue.
4. \$300,000.00 for second and third quarter Fiscal Year 2023-24 operating increment.

Heaton explained through the end of March, Occupation tax revenues are up 4% over last year at this time or \$482,093. As a comparison to the original projections when the arena was first opened, the JPA has collected occupation taxes equivalent to the estimate for the year 2042. Heaton presented a bar graph showing the actual revenues compared to the original projections of the occupation tax revenues and stated the JPA is performing much better than the original projections. Gaylor Baird took a moment to remind everyone that part of the reason a cautious approach is taken with the JPA funds is due to the anticipation of additional maintenance and repair needs over time to increase. Heaton further explained these forecasts take into account a long term forecast of necessary capital improvements and other things of that nature.

Jane Kinsey, Watchdogs of Lincoln Government, asked what the balance is. Heaton explained that as of the end of March the fund balance was \$44.8 million. Kinsey asked if this includes all the payments that were made over the last two months. He confirmed this total represents everything reported through the end of March. Kinsey commented that the public is paying taxes to several entities. The federal government has provided the bond money so our tax money is taking care of that, the state has a turnback tax which also comes from tax payments, and the local occupation tax. Kinsey stated another issue is that the balance for the bonds was in the red and further commented that the arena has a subsidy of \$600,000 a year.

Clare commented that there is \$44 million in the account and that we are 18 years ahead of where we anticipated the occupation tax.

There being no further discussion or public comment, Beckius moved approval of the payment register. Clare seconded the motion. Motion carried 3-0.

Item 5 – WH 24-20 Resolution to accept the financial audit and management letter and report from Forvis, LLP for the period ending August 31, 2023.

Heaton stated Chris Lindner with Forvis is here today. The team at Forvis completed the independent audit of the West Haymarket JPA's financial statements. The audit was performed under governmental auditing standards and he is happy to report the audit resulted in a clean audit or otherwise known as an unmodified opinion.

Chris Lindner, Audit Partner with Forvis, stated he is pleased to be here today to give a high level overview of the financial statements and answer any questions. He thanked the staff at the City for all their help throughout the process. He explained that within the packet there are two items: 1) the financial statements that include the opinions and audit reports themselves, and 2) the communication letter that explains the financial statements and auditing standards. Within the audit report there are two opinions. The first opinion is the financial statement opinion, and it is a clean or unmodified opinion. The second opinion is that it is in accordance with the government auditing standards and this was a clean or unmodified opinion as well.

Clare commented that we are in good financial standing and that our processes and procedures are good. Lindner stated that they have been tested and believe they are in accordance with correct accounting standards and from an internal control standpoint there were no issues to report.

Kinsey commented that the Build America Bonds and other gifts from the federal government could be called back and the public needs to know that is a possibility. Heaton stated the Build America Bonds and the Recovery Zone Economic Development Bonds each come with an interest subsidy and those range from 35 to 45% so this is supplemental to the debt service payment on the bonds. He further explained we make the debt service payments and then there is a check issued by the U.S. Treasury. This was an incentive provided by the federal government for investment at the time the arena was being built.

Gaylor Baird thanked the team at Forvis and stated she appreciated the report and good news.

There being no further discussion or public comment, Clare moved approval of the resolution. Beckius seconded the motion. Motion carried 3-0.

Item 6 - WH 24-21 Resolution to approve a Unit Price Contract with American Fence Company to repair damaged decorative fencing at the north end of the Lincoln pedestrian bridge for an amount not to exceed \$3,931.44, to be paid out of the endowment fund.

Chris Connolly, City Law Department, stated this is a contract to repair a portion of the fence that has been damaged due to some settling that has taken place on the north end as indicated. This is a small contract that will be paid for out of the endowment.

Kinsey asked what caused the damage? Connolly explained there was some settlement of the land where the fence was put in and it caused it to pull the fence down and damage the post.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 7 - WH 24-22 Resolution to approve an Agreement for Engineering Services between the West Haymarket JPA and Olsson, Inc. for semi-annual inspections in accordance with the West Haymarket Redevelopment Site North and South O & M Plans and limited on-call soil sampling, for an amount not to exceed \$13,000.00.

Connolly stated this is something we have been doing for the last few years at the recommendation of our environmental specialist to do semi-annual inspections of the soil and to be available to do other soil sampling if necessary. The contract is for \$13,000, but stated he does not know that we would spend that much. In any event, it is something we need to do to maintain our standing with the environmental work that was done down there.

Kinsey asked if this is done on land presently owned by the JPA. Connolly confirmed yes, and further stated it is on land that the JPA has responsibility for the environmental issues. Kinsey asked if this is the land that could become the park. Connolly stated it could include that land.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 8 - WH 24-23 Resolution to approve an Agreement between the West Haymarket JPA and Fives Nines Technology Group for network hardware replacements for the Pinnacle Bank Arena for an amount not to exceed \$32,602.61.

Connolly stated the JPA has worked with Five Nines for years. Technology is something that changes very quickly and this is needed for replacement of hardware.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 9 - WH 24-24 Resolution to approve Amendment No. 1 to the Real Property Agreement for transfers in West Haymarket 4th Addition with the City of Lincoln.

Connolly explained that going back a year there was a project that was being proposed for Block 5 that was owned by the JPA. The JPA conveyed the property to the City for purposes of allowing a project to finish out and allowing the City to negotiate terms with the developer. The project did not come to fruition and since that time there have been further discussions on what to do with this land. It has been determined that the land should be used as an expansion of South Haymarket Park. The best way to do this is through an amendment to the agreement conveying the property to the City in its entirety to be dedicated for park purposes. The JPA believes the enhancement of the park is in the best interest of the citizens of the City.

Karen Nalow with Parks and Recreation presented plans for South Haymarket Park. She explained the South Haymarket Park will be our new high amenity urban park which will serve as a catalyst for development in the Haymarket districts. This park represents years of planning and community feedback which led to the recommendation of this new park in the downtown area. This park will drive economic activity in the West Haymarket area and across our community by improving the quality of life for downtown residents and businesses and it will also serve as an attraction to the area. It will create the ability to host events in this space. There will be a skate park so we will be able to have skate tournaments and other community events can be hosted here. This will further drive the economic benefit of the park for the area. Block 5 is a 1.6 acre lot that we've been gifted increasing the size of the park to have additional green space allowing for the creation of an iconic entrance to the park at Canopy and N Streets. Additionally, the inclusion of Block 5 will improve the overall layout of the park. It allows them to bring the skate park front and center so that it is close to the main entrances of the park and it also improves circulation and connections to the park from the surrounding districts. This gift of Block 5 will also allow the money from the anonymous donor to go towards the development of the park rather than acquisition of the land which will help offset the costs. Nalow displayed a power point presentation showing the layout of the park, explaining the new features of the park, and the different locations of the park.

Connolly added that the JPA Board has supported this park in the past and continues to give their support for this wonderful park. After Board approval, this item will move to City Council for approval and then the conveyance will take place after that.

Beckius thanked Karen for presenting the park layout as this gives a proper vision as to what this park will actually do to this area of the City.

Gaylor Baird stated in the past there was some concern about whether people could identify the park from a distance and by opening it up in this area it is no longer a concern.

Kinsey stated she would like to remind the public that they did not vote for any of this expansion with the idea of the arena. She read the ballot question that was voted for. She further stated this vote has gone way beyond what the people expected. She commented that small children will be playing on soil that has been contaminated for 150 years. She has received information from a former employee of the City, including material, that shows there is grave concern with having an open area here. This can be investigated further when we know about the soil report. This is something that City leadership might say is all well and good expansion, but there are downsides to it that need to be watched and investigated.

Connolly stated the allegation about children playing on the ground that is somehow unsafe is not accurate. All of this land was fully rehabilitated years ago and has a four foot cap of clean soil on top of it. Both the EPA and NDEE have given us no further action letters which means there is nothing else you need to do and that this is safe for this particular use. This cap will protect everyone when they are walking, running, etc.

Clare commented the JPA footprint goes out and covers this area. Connolly confirmed.

Gaylor Baird commented that the vote reference was not about the Joint Public Agency but on the bonds to build the arena. Connolly confirmed that is correct. Gaylor Baird reiterated that this park as been contemplated for a number of years through the downtown master plan within the JPA boundaries. Through community engagement, we are pleased to be moving forward on something that is going to help us create a dynamic downtown, further catalyze economic development, and increase quality of life in our community.

There being no further discussion or public comment, Clare moved approval of the resolution. Beckius seconded the motion. Motion carried 3-0.

Item 10 - WH 24-25 Resolution to approve a Contract between the West Haymarket JPA and Vasa Construction for the West Haymarket Streetscape Expansion, for a total amount not to exceed \$219,725.00, pursuant to Bid No. 24-084.

Connolly stated this is for work under the O Street viaduct. With the completion of projects like the Olsson building on the north and Canopy Park on the south, a small area in between never got fully developed and was used for parking areas, etc. They have been working with Urban Development to come up with a plan to finish the streetscape and make it a better looking area. A substantial portion of these costs will be coming back to the JPA from Urban Development as their share of the costs of doing the improvements. This is not a reconstruction or a repair, it's new development in the Haymarket area that had not been finished.

Clare asked if the endowment could be used to help pay for the streetscape. Connolly stated the endowment is meant for repairs and this is not really a repair. He explained this was never finished so that is what we are doing now.

Gaylor Baird asked for the location. Connolly explained this is underneath the O Street viaduct west of P Street between the Olsson building on the north and Canopy Park on the south on the west side of 8th Street.

Kinsey asked if this is the bridge that spells out Lincoln? Connolly stated no this is the viaduct that is actually O Street. Kinsey asked if this was a repair. Connolly stated this is not a repair and explained it is new development where they are going to put in some curbing, street trees, etc. to finish it out and make it look nice. Kinsey asked if it's being used already. Connolly stated it has been used as staging area for construction equipment while the Olsson building and Canopy Park were being built.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 11 - WH 24-26 Resolution to approve a Contract between the West Haymarket JPA and Western Specialty Contractors for repairs to the Pinnacle Bank Arena ramp, elevated plaza, and pedestrian bridge, for a total amount not to exceed \$189,454.44, pursuant to Bid No. 24-085.

Connolly stated this is another project of deteriorating infrastructure. This is a matter of making repairs and sealing the decking to the pedestrian bridge that goes over the railroad tracks. They will use a coating that is used to seal the cement surfaces in parking garages for a long life.

Beckius asked if this is the result of the study that was approved a couple meetings back that identified the totality of the work that the study identified needs to be done? Caleb Swanson, Project Control, confirmed this is related to the study that DLR conducted of the ramp, elevated plaza concrete and infrastructure. This scope of work will include all of the recommended repairs. The sealant of the surface is the largest element of this, but there are a number of things included in here. The sealant will be one of the last things to be done. This will need to be coordinated around events at the arena so that they are not interfering with pedestrian traffic. The objective is to be completed with this project later this year. Beckius commented that this dollar amount is less than the place holder amount approved in the last budget. He asked, will there still be a few items coming forward? Swanson confirmed that they have had very good results for this project. They bid for good, better, and best options to see what was out there and what the market was doing. The bids were very competitive and so they were able to go with the best product here and it is still within the budget for this project.

There being no further discussion or public comment, Clare moved approval of the resolution. Beckius seconded the motion. Motion carried 3-0.

Item 12 - WH 24-27 Resolution to approve an Agreement for Engineering Services between the West Haymarket JPA and Olsson, Inc. for field inspections and structural conditions analysis of the Lincoln pedestrian bridge, for an amount not to exceed \$45,000.00.

Connolly stated this contract is for work that is necessary for an eleven year old pedestrian bridge. They believe it is necessary to complete a full structural inspection of the bridge to make sure no components of the bridge are failing anywhere. This kind of pedestrian bridge does not fall under the same category as vehicle bridges and there are no standards or requirements for when inspections are needed. As a practice, we are going to adopt a model that will be similar to those kinds of bridges and will allow us knowledge of what the condition of the bridge is.

Clare commented that this is extraordinarily important. When the cable broke when this bridge was first set up, we were so lucky that there wasn't a train, it didn't disrupt use of the track, and

that there were no injuries. He is glad we are looking at it again as this is something you don't hedge on. We need to make sure.

There being no further discussion or public comment, Clare moved approval of the resolution. Beckius seconded the motion. Motion carried 3-0.

Item 13 - Next Meeting Date.

The next meeting will be Thursday, August 29, 2024 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.

Item 14 – Motion to Adjourn

Beckius moved to adjourn. Motion seconded by Clare. The meeting adjourned at 1:59 p.m.

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Contract between the West Haymarket Joint Public Agency and
4 Theatrical Media Services for lighting fixtures for the Pinnacle Bank Arena catwalk, for a total
5 amount not to exceed \$28,818.20, pursuant to Quote 6665, is hereby approved and the Chairperson
6 of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to
7 execute said Contract.

Adopted this _____ day of July, 2024.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

CONTRACT DOCUMENTS

***West Haymarket Joint Public Agency
Lincoln, Nebraska***

**Lighting Fixtures for PBA Catwalk
Quote No. 6665**

**Theatrical Media Services
7510 Burlington Street
Omaha, NE 68127
402-592-5522**

**West Haymarket Joint Public Agency
Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into by and between **Theatrical Media Services, 7510 Burlington Street, Omaha, NE 68127**, hereinafter called the Contractor, and West Haymarket Joint Public Agency, Lincoln, Nebraska, hereinafter called JPA.

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

Lighting Fixtures for PBA Catwalk, Quote No. 6665

and,

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

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

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

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

Agreement to Full Proposal

2. The JPA agrees 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 JPA:

The JPA will pay for products/services, 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 for a total of \$28,818.20.

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

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

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

5a. TERMINATION FOR CAUSE

- a) JPA may terminate the Contract if the Contractor:
1. Refuses or fails to supply enough properly skilled workers or proper materials;
 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 4. Otherwise commits a substantial breach of any provision of the Contract Documents.
- b) When any of the above reasons exist, JPA without prejudice to any other rights or remedies of JPA may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition JPA may (subject to any prior rights of the surety):
1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 2. Accept assignment of subcontracts; and
 3. Finish the Work by whatever reasonable method JPA may deem expedient.
- c) If the Contract is terminated by JPA as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by JPA.
- d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for JPA staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to JPA.
- e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of JPA.
- f) No termination or action taken by JPA after termination shall prejudice any other rights or remedies of JPA provided by law or by the Contract Documents upon such termination; and JPA may proceed against Contractor to recover all losses suffered by JPA.

5b. TERMINATION BY JPA FOR CONVENIENCE

- a) JPA may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.
- b) 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 and remedy of the Contractor, JPA shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.
- c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
 1. Discontinue the Work to the extent specified by JPA;
 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, JPA has directed not to be discontinued;
 3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by JPA of all orders and subcontracts not related to that portion of the Work, if any, JPA has directed not to be discontinued;
 4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.
- d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- e) Upon termination, JPA shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by JPA. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, JPA may direct the Contractor to deliver such goods to the Site or to such other place as JPA may reasonably determine, whereupon JPA shall pay to the Contractor the cost for such goods and materials.
- f) Upon such termination, JPA shall pay to Contractor the sum of the following:
 1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
 2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
 3. Any proven losses with respect to materials and equipment directly resulting from such termination.
 4. Reasonable demobilization costs.
- g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by JPA pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.

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 JPA and employees of JPA shall not be deemed to be employees of the Contractor. The Contractor and JPA shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor JPA's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. The work included in this Contract shall begin as soon as possible from date of executed contract. The substantial completion date shall be August 16, 2024 with a final completion date being thirty (30) days following substantial completion.

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

1. Contract Terms
2. Supplier Response/Proposal
3. Specifications
4. Map
5. Certified Statement
6. Insurance Requirements
7. Certificate of Insurance and Endorsements
8. Instructions to Bidders
9. Sales Tax Exemption Forms 13 & 17

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, JPA Standard Specifications for Municipal Construction will apply, which are on file in the office of JPA Clerk. Copies may be obtained at the Office of the City Engineer.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

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

Vendor Signature Page

CONTRACT
Lighting Fixtures for PBA Catwalk
Quote No. 6665
West Haymarket Joint Public Agency
Theatrical Media Services

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Debra Huber Seal
Secretary

Theatrical Media Services Inc
Name of Corporation
7510 Burlington ST Omaha NE
Address 68127
By: Mark Huber
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

West Haymarket Joint Public Agency Signature Page

CONTRACT
Lighting Fixtures for PBA Catwalk
Quote No. 6665
West Haymarket Joint Public Agency
Theatrical Media Services

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

West Haymarket Joint Public Agency

Leirion Gaylor Baird, Chairperson of the West
Haymarket Joint Public Agency Board of
Representatives

Approved Order No. _____

dated _____

Lighting Fixtures for PBA Catwalk

1. GENERAL NOTICE

- 1.1 The City of Lincoln, hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s); replacement light fixture for PBA Banner area for Pinnacle Bank Arena requires the following:
 - 1.1.1 Install new Source 4WRD lights retrofit kit to catwalk of PBA.
 - 1.1.2 Provide all necessary cabling
 - 1.1.3 Provide Delivery and Installation
- 1.2 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all the requirements, is the most advantageous to the City, and as the City deems will best serve the interests of the City.
- 1.3 Vendor shall submit bid and all requested supporting documents via the City/County ebid system
 - 1.3.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Division.
 - 1.3.2 To register, go to the City of Lincoln website at www.lincoln.ne.gov
 - Type "bid" into search box
 - CLICK ON ***Bids and Contracts***
 - CLICK ON ***Supplier Registration***
 - Enter information as required.
 - 1.3.3 All fields marked with the red asterisk must be completed to register successfully.
- 1.4 Any deviation from these specifications or other documents associated with the bid must be documented on company letterhead and submitted prior to bid close.
- 1.5 All inquiries regarding these specifications shall be submitted in writing to Sharon Mulder, Asst. Purchasing Agent via email to (smulder@lincoln.ne.gov)
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addendum.
 - 1.5.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.5.3 Failure to comply with this directive may result in Vendor's bid being rejected.
- 1.6 Work may be performed at the jobsite during operating hours which are from 8am – 5pm, Monday – Friday. Work outside of these days and times shall be subject to approval of the Owner depending on event schedule.
- 1.7 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.8 Payment will be made upon completion of installation and approval by the Owner's Representative.
- 1.9 The Project Manager for this project will be Ryan Weiss, Director of

Operations, Pinnacle Bank Arena.

2. PROJECT SCOPE

- 2.1 Replace and install 20 retrofit kits for our current source4 fixtures and install the DMX cable into the existing Musco lighting panel.
- 2.2 Provide 3 additional lighting fixtures for future expansion.

3. EQUIPMENT

- 3.1 Required equipment includes the following:
 - 3.1.1 (20) ETC 7067A1112-C – Source – 4WRD II, retrofit kit, black, w/twist lock
 - 3.1.2 (9) – ETC S4WRDT120FB-1 w/fixture body, 36-degree barrel
 - 3.1.3 (1) - ETC S4WRDT120FB-1 w/fixture body, 19-degree barrel
 - 3.1.4 All necessary wires, connectors, and assembly to complete a full-function system are required.
 - 3.1.5 Any miscellaneous hardware needed to complete the job.

4. DELIVERY AND INSTALLATION

- 4.1 Pricing shall include F.O.B delivery:
 - Pinnacle Bank Arena
 - 400 Pinnacle Arena Drive
 - Lincoln, NE 68508
- 4.2 Delivery will be to the loading dock.
- 4.3 Delivery shall be between the hours of 8:00 am to 4:30 pm Monday through Friday and must work around the event schedule.
- 4.4 Awarded Vendor must coordinate delivery of equipment with the Owners, providing a twenty-four-hour notice prior to delivery.

5. EVALUATION CRITERIA

- 5.1 Evaluation of bids will consist of the following:
 - 5.1.1 Contract will be awarded to the lowest, responsible, responsive vendor whose bid substantially meets all the required specifications, duties, terms, and conditions as defined in this request.
 - 5.1.2 Programming and turnaround time should be within 24 hours.
 - 5.1.3 If any repairs are needed, they must be able to happen through a local distributor.
 - 5.1.4 Distributor should be within 100 miles of Pinnacle Bank Arena
- 5.2 Vendor will be given an approved contract after the WHJPA board meeting which will be scheduled in the next couple months.
- 5.3 Pricing shall be held to that next WHJPA board meeting.

Certified Statement Pursuant to Neb. Rev. Stat. ' 77-1323

' 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. ' 77-1323, I, Mark Huber, do hereby certify that all equipment to be used on WHJPA Project/Quote 6665, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in _____ County, Nebraska.

DATED this 10 day of June, 2024.

By:

Mark Huber

Title:

President

Insurance Requirements

Submitted on	13 May 2024, 3:28PM
Receipt number	1436
Related form version	18

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

DEFINITIONS: For purposes of these Requirements, the following definitions apply:

- **"Agreement"** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **"City"** shall mean the City of Lincoln, NE.
- **"COI"** shall mean a Certificate of Insurance.
- **"Contractor"** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **"County"** shall mean the County of Lancaster, Nebraska.
- **"Owner(s)"** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **"PBC"** shall mean the Lincoln-Lancaster County Public Building Commission.
- **"Site"** shall mean the location the Work is being completed and/or delivered to.
- **"WHJPA"** shall mean the West Haymarket Joint Public Agency.
- **"Work"** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to the following: WHJPA

PROVISIONS:

- 3. Commercial General Liability
- 4. Automobile Liability
- 5. Workers' Compensation

Contractor shall comply with the following provisions:

1. Insurance; Coverage Information

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Deductibles/Retentions: Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

Self-Insurance: In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of Nebraska Certificate of Self-Insurance for Workers' Compensation.

Owner(s) checked below shall be listed as the Certificate Holder on the COI using the following address: 555 S. 10th St., Lincoln, NE 68508

West Haymarket Joint Public Agency

2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.

3. Commercial General Liability: The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
- C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

4. Automobile Liability: The Contractor shall have, maintain, and provide proof of Automobile Liability insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
- C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

5. Workers' Compensation; Employers' Liability: The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
- B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
- C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.

Subcontractors: The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

Cancellation/Renewal Notice: Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

Owner's Option: Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

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 Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

Minimum Rating - Insurer: 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-" VIII, unless Owner has expressly approves in writing.

Reservation of Rights: The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

Sovereign Immunity: Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

No Waiver by Owner: Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

Claims-made Tail Coverage: Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

E-mail Address (Internal use only)

smulder@lincoln.ne.gov



THEAMED-01

LPHELPS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2024

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 Fee Insurance Group, Inc. 2920 N. Plum St Hutchinson, KS 67502	CONTACT NAME: Laura O'Neal	
	PHONE (A/C, No, Ext): (620) 259-8889	FAX (A/C, No): (620) 662-5415
INSURED Theatrical Media Services, Inc. 7510 Burlington St. Omaha, NE 68127	E-MAIL ADDRESS: certs@feeinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Cincinnati Insurance Company (The)	
	INSURER B : Accident Fund General Insurance Company	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			EPP 0125110	2/27/2024	2/27/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0125110	2/27/2024	2/27/2025	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"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EPP 0125110	2/27/2024	2/27/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AF WCP 100010378	2/27/2024	2/27/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: WHJPA/City of Lincoln/Lancaster County/Lincoln-Lancaster County Public Building Commission

As required by written contract, certificate holder is additional insured on the general liability and auto liability. As required by written contract and to the extent permitted by applicable law, subrogation shall be waived on the general liability, auto liability, and workers compensation. Umbrella is excess over and follow form on the general liability, auto liability, and workers' compensation, subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

WHJPA; City of Lincoln; Lancaster County
Lincoln-Lancaster County Public Building Commission
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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

- a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations 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; and

- b. "Bodily injury" or "property damage" *caused, in whole or in part, by "your work" performed under that written contract or written agreement and in-*

cluded in the "products-completed operations hazard", but only if:

- (1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- (2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

- a. *Arising out of your ongoing operations or arising out of "your work"; or*

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, 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 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.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

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."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and
2. 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
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, 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 in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add 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 Paragraphs **A.** and **B.**
- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
 2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** 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 de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** 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 Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

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

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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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:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- Bail Bonds: \$2,500

b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage a.) And Care, Custody Or Control Liability Coverage (Coverage b.)

Limits Of Insurance

Coverage a.

\$1,000 Each Occurrence

\$5,000 Aggregate

Coverage b. \$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS	RATE	ADVANCE PREMIUM
	(a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	(For Limits in Excess of \$5,000)	(For Limits in Excess of \$5,000)
b. Care, Custody Or Control			\$
TOTAL ANNUAL PREMIUM			\$

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.

- (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 conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your part-

ners, 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 organi-

zation. 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 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 no-

tification 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:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived 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 contribu-

tion 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
- 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.

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;

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

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

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 re-labeled 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

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

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 **Sec-**

tion 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.

- (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.

16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or
- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under **Voluntary Property Damage Coverage** will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under **Voluntary Property Damage Coverage** shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by **Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property**, paragraphs (3), (4), (5) and (6), **k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of **Voluntary Property Damage Coverage** only, the following definitions under **Section V - Definitions** are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by **Care, Custody Or Control Liability Coverage** in this endorsement only:

- (1) **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property**, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

- (2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

- (3) "Property damage" for which **Care, Custody Or Control Liability Coverage** provides cover-

age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, Section III - Limits Of Insurance** is amended to include the following:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage**, in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought; or
 - (c) Persons or organizations making claims or bringing "suits".
- (2) (a) Subject to (3) below, the **Voluntary Property Damage Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**;
- (b) The **Care, Custody Or Control Liability Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody Or Control Liability Coverage**;

because of all "property damage" arising out of any one "occurrence".

- (3) The **Voluntary Property Damage Coverage**, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage**. This limit applies separately to each "coverage term".

(4) 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 for the applicable coverage in the Schedule. 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.
- (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.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

- a. Paragraph c. is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph f.(1) is deleted in its entirety.

18. Alienated Premises

Exclusion 2j. Damage to Property, Paragraph (2) under **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: EPP 012 51 10

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

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$ 1,000,000	
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE PREMISES
\$100,000 limit unless otherwise indicated herein:	\$ SEE GA233	
MEDICAL EXPENSE LIMIT		ANY ONE PERSON
\$5,000 limit unless otherwise indicated herein:	\$ SEE GA233	

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
LOC. 1 - NE RENTAL STORES INCL PROD AND/OR COMP OP	16722 C	100,000		4.625		463
STORES-NO FOOD OR DRINK - OT NFP	18437 C	1,100,000	.764	.293	840	322
CONTRACTORS - SUBCONTRACTED WORK	91591 E	280,000 TOTAL COST	1.699	.464	476	130
THEATRICAL COMPANIES INCL PROD AND/OR COMP OP	99718 B	500,000		2.850		1,425
LOC. 2 - NE WAREHOUSES - OT NFP INCL PROD AND/OR COMP OP	68706 A	9,025		13.948		126
LOC. 3 - NE BUILDINGS OR PREMISES LRO - OT NFP INCL PROD AND/OR COMP OP	61212 A	5,000		24.766		124
WAREHOUSES - OT NFP INCL PROD AND/OR COMP OP	68706 A	18,812		13.948		262
LOC. 4 - OH WAREHOUSES	68702 A	200		3.975		1

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
		A - Area B - Payroll C - Gross Sales D - Units E - Other	Products / Completed Operations	All Other	Products / Completed Operations	All Other
INCL PROD AND/OR COMP OP						
BI EXCEPTIONS TO POLLUTANT EXCLUSION	20420			7%		292
AUTOMATIC ADD. INSURED - CONTRACTORS OPERATIONS	29923			3.5%		146
CONTRACTORS BROADENED COVERAGE	29975			3.5%		146

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

TOTAL ANNUAL PREMIUM \$ 4,753

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

GA101	12/04	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2132	05/09	COMMUNICABLE DISEASE EXCLUSION
CG2279	04/13	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
CG2414	04/13	WAIVER OF GOVERNMENTAL IMMUNITY
GA2160H	09/20	OHIO LIABILITY COVERAGE ENHANCEMENT
GA233	09/17	CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT
GA3024	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
GA369	09/17	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS ("EIFS") AND DIRECT-APPLIED EXTERIOR FINISH SYSTEMS ("DEFS") - BROAD FORM WITH SPECIFIED EXCEPTIONS
GA382	03/02	FUNGI OR BACTERIA EXCLUSION
GA472	05/20	CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION
GA478	12/04	BODILY INJURY EXCEPTIONS TO POLLUTANT EXCLUSION

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

POLICY # EPP 0125110

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 of the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and 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 for whom you have agreed in a valid written contract to provide insurance as 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 deleted in its entirety and replaced by 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.

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.

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 and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE 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".

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 deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

THE CINCINNATI INSURANCE COMPANY

CINCINNATI, OHIO

BUSINESS AUTO COVERAGE PART DECLARATIONS

ITEM ONE

Attached to and forming part of POLICY NUMBER: **EBA 012 51 10**

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

ITEM TWO

SCHEDULE OF COVERAGES AND COVERED AUTOS

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

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	1	\$ 1,000,000	INCL
PERSONAL INJURY PROTECTION (or equivalent No-fault coverage)		Separately stated in each P.I.P. endorsement minus \$ Ded.	
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault coverage)		Separately stated in each added P.I.P. endorsement	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in each P. I. P. endorsement minus \$ Ded	
AUTO. MEDICAL PAYMENTS	2	\$ 5,000	INCL
UNINSURED MOTORISTS	2	\$ SEE AA4183	INCL
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	2	\$ SEE AA4183	INCL
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	2, 8	Actual cash value or cost of repair, Whichever is less minus \$ SEE AA4183 Ded. For each covered auto. But no Deductible applies to loss caused by Fire or lightning. See Item Three for hired or borrowed "autos"	INCL
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		Actual cash value or cost of repair, Whichever is less minus \$ Ded. For Each covered auto. For loss caused by mischief or vandalism. See Item Three for hired or borrowed "autos"	
PHYSICAL DAMAGE COLLISION COVERAGE	2, 8	Actual cash value or cost of repair, Whichever is less minus \$ SEE AA4183 Ded for each covered auto. See Item Three for hired or borrowed "autos".	INCL
PHYSICAL DAMAGE INSURANCE TOWING AND LABOR		\$ for each disablement of a private passenger auto	
PREMIUM FOR ENDORSEMENTS			INCL
*ESTIMATED TOTAL PREMIUM			

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

AA4183 02/06 AUTOMOBILE SCHEDULE
 AA101 03/06 BUSINESS AUTO COVERAGE FORM
 AA2009 01/17 CHANGES - TOWING AND LABOR
 AA296 07/12 CHANGES - AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

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

AA4092NE	07/02	NEBRASKA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE
AA4171	06/20	ADDITIONAL INSURED BY CONTRACT
AA4172	09/09	BLANKET WAIVER OF SUBROGATION - AUTO
AA4231	08/08	SUPPLEMENTARY SCHEDULE FOR BUSINESS AUTO---ITEMS FOUR, FIVE, AND SIX
AA4263	04/10	OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE ENDORSEMENT
AA4307NE	11/13	NEBRASKA CHANGES
AP401NE	05/13	UNINSURED AND UNDERINSURED MOTORISTS PROTECTION OPTION SELECTION FORM-NEBRASKA
CA0221	12/17	NEBRASKA CHANGES - CANCELLATION
CA9944	12/93	LOSS PAYABLE CLAUSE
AA247	03/06	DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR NAMED INDIVIDUALS
AA261NE	07/14	NEBRASKA AUTO MEDICAL PAYMENTS COVERAGE
AA288	06/20	CINCIPLUS® BUSINESS AUTO XC+® (EXPANDED COVERAGE PLUS) ENDORSEMENT

* This policy may be subject to final audit

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

West Haymarket Joint Public Agency

555 S 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 **02/27/2024** Policy No. **AF WCP 100010378 03**
Insured **THEATRICAL MEDIA SERVICES, INC**

Endorsement No.
Premium: **\$0**

Insurance Company **ACCIDENT FUND GENERAL INSURANCE COMPANY** Countersigned by _____

INSTRUCTIONS TO BIDDERS

"Owner(s)" shall mean any, all, or a combination of the City of Lincoln, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency.

1. **BIDDING PROCEDURE**

- 1.1. Bidders shall use the electronic bid system for submitting solicitation responses and must complete all required fields.
- 1.2. **EBID/IONWAVE REGISTRATION**
Bidders must be registered on the Owner's Ebid site to submit a response to any solicitation.
 - 1.2.1 To register in Ebid, click on this link: <https://col.ionwave.net/Login.aspx>
 - 1.2.2. Click on "Supplier Registration" in blue box and follow the instructions to complete the registration.
- 1.3. Solicitation responses will not be accepted after the closing time and date.
- 1.4. Bidders should include any deviations of the solicitation documents and the proposed replacement language on company letterhead and attach in the Response Attachment tab in Ebid. Failure to include deviations with the solicitation response will indicate the Bidder agrees to all terms and conditions outlined in the solicitation documents with no exceptions. The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner. Deviations that are not acceptable to the Owner and not negotiable, may result in the Bidder being deemed as "non-responsive" and rejection of the response.
- 1.5. Bidders shall not attempt to influence or discuss this solicitation with any Owner employee, elected official, agent, or evaluator other than the Purchasing Staff through the award process.
 - 1.5.1 Failure to follow this requirement may result in immediate disqualification of your response.
 - 1.5.2 From the date the solicitation is issued until the award notification is issued, communication is limited to the Purchasing staff. After the award notification is issued, the Bidder may communicate with individuals of the Owner responsible for negotiating the contract.
- 1.6. The Owner reserves the right to reject a response, withdraw an award notification, or terminate a contract if it is determined there has been a violation of these purchasing procedures.
- 1.7. If bidding on a construction contract, the Owner's most current Standard Specifications for Municipal Construction shall apply, found at: <https://www.lincoln.ne.gov/Owner/Departments/LTU/Transportation/Standards/Standard-Specs>.

2. **CLARIFICATION OF BIDDING DOCUMENTS**

- 2.1 Bidders shall promptly notify Purchasing staff of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents.
- 2.2 Questions regarding the meaning, interpretation or clarification of any solicitation provision should be submitted through Ebid under the Questions tab. The Owner is not obligated to respond to questions that are received after the Question Cutoff date and time in Ebid.
- 2.3 Changes made to the bidding documents may be issued electronically via addendum in Ebid. Addendums are issued by Purchasing prior to the closing date for solicitations which modify or interpret the bidding document by addition, deletion, clarification, or correction.
- 2.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owner; and Bidders shall not rely upon such interpretations or changes.

3. **INDEPENDENT PRICE DETERMINATION**

- 3.1 By electronically signing and submitting a response, the Bidder agrees the submitted pricing has 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 submitted in the response have not been knowingly disclosed by the Bidder prior to the solicitation 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 response for the purpose of restricting competition.

4. **BRAND NAMES/ALTERNATES**

- 4.1 If alternates are allowed, it is the Bidder's responsibility to identify any alternate items and prove to the satisfaction of the Owner that said item is equal to, or better than, the product specified.
 - 4.1.1 Alternate items shall be stated in the appropriate space in Ebid Line Item, or if the Ebid Line Item does not contain blanks for alternates, Bidder should attach a statement in Ebid on Company letterhead 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.
 - 4.1.2 Bidders must indicate any variances by item number from the bidding document no matter how slight.
- 4.2 If alternates are not stated in the response, it will be assumed that the item being provided fully complies with the Owner's solicitation documents.

5. DEMONSTRATIONS/SAMPLES

- 5.1. If requested by the Owner, Bidders shall provide and/or demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request.
- 5.2. Such demonstration(s) can be at the Owner delivery location or a surrounding community.
- 5.3. If items are small and mailable and 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 Owner of acceptable goods. The Bidder should indicate how samples are to be returned.
- 5.4. When requested, samples will be furnished at the Bidder's expense prior to the closing of the solicitation, unless another time is specified. Each sample should be labeled clearly, and identify the Bidder's name, the solicitation number and title, item number, and the brand and model number, if applicable. Samples submitted must be the commodities or equipment which would be delivered if awarded the solicitation.
- 5.5. The Owner reserves the right to request samples even though this may not have been set forth in the solicitation.
- 5.6. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Bidder wishes to have the sample returned, it will be returned at the Bidder's expense upon request.
- 5.7. The sample will not be returned until thirty (30) calendar days after any protest or the execution of a contract. The Bidder shall have ten (10) calendar days to arrange for the return of the sample following any of the above dates. If no request from the Bidder is received within the above dates, the Owner reserves the right to use, donate, or surplus the samples in accordance with the Owner's policies.

6. DELIVERY (Non-Construction)

- 6.1. The Owner reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the specified time(s).
- 6.2. All prices shall be based upon inside delivery of the equipment/merchandise F.O.B. Destination to the Owner at the location specified by the Owner, with all transportation charges paid.
- 6.3. 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 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.

7. WARRANTIES AND GUARANTEES

- 7.1. Warranties, guarantees, and maintenance policies should be uploaded in Ebid in the Response Attachments tab.
- 7.2. Bid specifications shall set forth warranties and guarantees. If not described therein, then as a minimum requirement of the Owner, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance of products shall be replaced at no expense to the Owner. Replacement parts of defective components shall be shipped at no cost to the Owner. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder. Work performed for services shall include a one (1) year warranty beginning upon completion of services. There shall be an additional one (1) year warranty for defects in services rendered beginning on the date that the defects are corrected.

8. BID SECURITY, (if required)

- 8.1. Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with the solicitation, as indicated on the solicitation.
 - 8.1.1. Bid security, if required, shall be in the amount specified in the solicitation. The bid security may be scanned and attached to the Response Attachments section of your response in Ebid. 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 within three (3) days of closing.
 - 8.1.2. If the bid security is not received in the office of the Purchasing Division as stated above, the Bidder may be determined to be non-responsive.
- 8.2. 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.
- 8.3. Such bid security may be returned to the unsuccessful Bidders when the award of the solicitation is made.
 - 8.3.1. Bid security may be returned to the successful Bidder(s) as follows:
 - 8.3.2. For purchase orders, upon the delivery of all equipment or merchandise, and upon final acceptance by the Owner.
 - 8.3.3. For all other contracts, upon approval by the Owner of the executed contract and bonds.
- 8.4. Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 8.4.1. A contract has been executed and bonds have been furnished.
 - 8.4.2. The specified time has elapsed so the solicitations may be withdrawn.
 - 8.4.3. All responses have been rejected.
 - 8.4.4. Bid security will be forfeited to the Owner as full liquidated damages, but not as a penalty, if the Bidder fails or refuses to enter a contract on forms provided by the Owner, and/or if the Bidder fails to provide sufficient bonds or insurance within the period as established in this bidding document.

9. REFERENCE CHECKS

- 9.1. The Owner reserves the right to conduct and consider reference checks. By submitting a response to this solicitation, the Bidder grants the Owner the right to contact or arrange a visit in person with any or all the Bidder's clients. Reference checks may be grounds to deem Bidder not responsible, not award, withdraw an award notification, or rescind the award of a contract.

10. SOLICITATION EVALUATION AND AWARD

- 10.1. The electronic signature shall be considered an offer on the part of the Bidder. The offer shall be deemed accepted upon issuance by the Owner of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2. No response shall be modified or withdrawn for a period of ninety (90) calendar days after closing date and time.
- 10.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4. The solicitation will be awarded to the lowest responsive, responsible Bidder whose offer will be most advantageous to the Owner, and as the Owner deems will best serve the requirements and interests of the Owner.
- 10.5. The Owner reserves the right to accept or reject any or all responses; to request rebids; to award item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities; request a best and final offer (BAFO); such as shall best serve the requirements and interests of the Owner.
- 10.6. 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 Owner. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 10.7. The Owner reserves the right to reject irregular responses that contain unauthorized additions, conditions, alternate responses, or irregularities that make the solicitation incomplete, indefinite or ambiguous.
- 10.8. If allowed, any governmental agency may piggyback on any purchase order or contract established from this solicitation.

11. EXECUTION OF AGREEMENT

- 11.1. Depending on the type of service or commodity provided, one of the following methods will be employed.
 - 11.1.1. **PURCHASE ORDER**

A copy of the Bidder's response (or referenced solicitation 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 solicitation documents.
 - 11.1.2. **CONTRACT**
 - 11.1.2.1 Owner will prepare and furnish a Contract to the successful Bidder.
 - 11.1.2.2 The successful Bidder shall provide proof of insurance as evidenced by a Certificate of Insurance, along with endorsements and waivers (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - 11.1.2.3 The prepared documents should be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 11.1.2.4 The Owner will sign and date the Contract when (a), (b), and (c) are completed.
 - 11.1.2.5 Upon approval and signature, the Owner will return one electronic copy to the successful Bidder.

12. LAWS

- 12.1. The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this solicitation and any contract reached as a result of this process.
- 12.2. Bidder agrees to abide by all applicable local, state, and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents, and patent rights.
- 12.3. If there are any conflicts or inconsistencies between the Bidder's documents and the Owner's documents, the Owner's documents shall control.

13. TAX ASSESSMENT

- 13.1. Any solicitation for public improvement shall comply with Nebraska Revised Statutes Sections 77-1323 and 77-1324. In that regard, 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.

14. EQUAL OPPORTUNITY

- 14.1. The Owner requires compliance with all federal, state, and local laws, rules, and regulations regarding equal opportunity for all Bidders and encourages minority businesses, women's businesses, and locally owned business enterprises to participate in our bidding process.

15. LIVING WAGE, (if applicable)

- 15.1. The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 15.2. If the contract is subject to the Owner's Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the Owner's Living Wage. This wage is subject to change every July.

16. INSURANCE

- 16.1. Bidders shall take special notice of the insurance provisions required for Owner contracts (if applicable, see *Insurance Requirements in the Attachments tab in Ebid*).

17. TAXES AND TAX EXEMPTION CERTIFICATE

- 17.1. The Owner is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 17.2. The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. AUDIT

- 18.1. All parties of any Owner agreement shall be subject to audit 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.

19. E-VERIFY

- 19.1. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the awarded Bidder 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 winning Bidder 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 winning Bidder 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.

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Contract between the West Haymarket Joint Public Agency and
4 Electronic Contracting Company for fire alarm upgrades for the Pinnacle Bank Arena, for a total
5 amount not to exceed \$54,326.00, pursuant to Bid No. 24-108, is hereby approved and the
6 Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby
7 authorized to execute said Contract.

Adopted this _____ day of July, 2024.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

CONTRACT DOCUMENTS

***West Haymarket Joint Public Agency
Lincoln, Nebraska***

**Fire Alarm Upgrades for PBA
Bid No. 24-108**

**Electronic Contracting Company
6501 N. 70th Street
Lincoln, NE 68507
402-466-8274**

**West Haymarket Joint Public Agency
Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into by and between **Electronic Contracting Company, 6501 N. 70th Street, Lincoln, NE 68507**, hereinafter called the Contractor, and West Haymarket Joint Public Agency, Lincoln, Nebraska, hereinafter called JPA.

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

Fire Alarm Upgrades for PBA, Bid No. 24-108

and,

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

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

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

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

Agreement to Full Proposal

2. The JPA agrees 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 JPA:

The JPA will pay for products/services, 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 for a total of \$54,326.00.

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

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

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

5a. TERMINATION FOR CAUSE

- a) JPA may terminate the Contract if the Contractor:
1. Refuses or fails to supply enough properly skilled workers or proper materials;
 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 4. Otherwise commits a substantial breach of any provision of the Contract Documents.
- b) When any of the above reasons exist, JPA without prejudice to any other rights or remedies of JPA may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition JPA may (subject to any prior rights of the surety):
1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 2. Accept assignment of subcontracts; and
 3. Finish the Work by whatever reasonable method JPA may deem expedient.
- c) If the Contract is terminated by JPA as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by JPA.
- d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for JPA staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to JPA.
- e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of JPA.
- f) No termination or action taken by JPA after termination shall prejudice any other rights or remedies of JPA provided by law or by the Contract Documents upon such termination; and JPA may proceed against Contractor to recover all losses suffered by JPA.

5b. TERMINATION BY JPA FOR CONVENIENCE

- a) JPA may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.
- b) 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 and remedy of the Contractor, JPA shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.
- c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
1. Discontinue the Work to the extent specified by JPA;

2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, JPA has directed not to be discontinued;
 3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by JPA of all orders and subcontracts not related to that portion of the Work, if any, JPA has directed not to be discontinued;
 4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.
 - d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
 - e) Upon termination, JPA shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by JPA. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, JPA may direct the Contractor to deliver such goods to the Site or to such other place as JPA may reasonably determine, whereupon JPA shall pay to the Contractor the cost for such goods and materials.
 - f) Upon such termination, JPA shall pay to Contractor the sum of the following:
 1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
 2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
 3. Any proven losses with respect to materials and equipment directly resulting from such termination.
 4. Reasonable demobilization costs.
 - g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by JPA pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.
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 JPA and employees of JPA shall not be deemed to be employees of the Contractor. The Contractor and JPA shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor JPA's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. The Contract shall become effective upon execution by both parties. The Final Completion date shall be no later than August 30, 2024..
8. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Terms
 2. Supplier Response/Proposal
 3. Specifications
 4. Insurance Requirements
 5. Certificate of Insurance and Endorsements
 6. Instructions to Bidders
 7. Notice to Bidders
 8. Sales Tax Exemption Forms 13 & 17

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, JPA Standard Specifications for Municipal Construction will apply, which are on file in the office of JPA Clerk. Copies may be obtained at the Office of the City Engineer.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

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

Vendor Signature Page

CONTRACT
Fire Alarm Upgrades for PBA
Bid No. 24-108
West Haymarket Joint Public Agency
Electronic Contracting Company

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:



Seal

~~Secretary~~ Notary Public



Electronic Contracting Company

Name of Corporation

6501 N. 70th St, Lincoln, NE 68507

Address

By: 

Duly Authorized Official

VP of Finance

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

West Haymarket Joint Public Agency Signature Page

CONTRACT
Fire Alarm Upgrades for PBA
Bid No. 24-108
West Haymarket Joint Public Agency
Electronic Contracting Company

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

West Haymarket Joint Public Agency

Leirion Gaylor Baird, Chairperson of the West
Haymarket Joint Public Agency Board of
Representatives

Approved Order No. _____

dated _____



24-108

Electronic Contracting Company Supplier Response

Event Information

Number: 24-108
Title: Fire Alarm Upgrades for PBA
Type: Notice to Bidders
Issue Date: 5/17/2024
Deadline: 5/31/2024 02:00 PM (CT)

Contact Information

Contact: Sharon Mulder, Asst. Purchasing Agent
Address: 440 South 8th Street
Suite 200
Lincoln, NE 68508
Phone: (402) 441-7428
Email: smulder@lincoln.ne.gov

Electronic Contracting Company Information

Contact: Mark Allen
Address: 6501 North 70th Street
Lincoln, NE 68507
Phone: (402) 466-8274
Fax: (402) 466-0819
Email: mallen@eccoinc.com
Web Address: www.eccoinc.com

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

Amber Pliefke

Signature

Submitted at 5/31/2024 07:44:38 AM (CT)

apliefke@eccoinc.com

Email

Supplier Note

Submitted question on Bid Security and it was not answered so none is included.

Response Attachments

PBA FA Upgrades QUOTE_58010.pdf

Updated SOW and proposal

PBA FA COI.pdf

Certificate of Insurance

Bid Attributes

1 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

☒ Yes

2 Insurance Requirements and Endorsements

Vendor agrees to provide insurance coverage and comply with each provision listed in the **Insurance Requirements** form, 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 awarded vendor.

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

☒ Yes

3 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes

4 Draft Sample Contract

I acknowledge reading and understanding the draft sample contract.

☒ Yes

5 Contract Contact

The Purchasing Department issues Contracts via email to a designated contact person of the awarded Bidder. This designee should 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 to be awarded.

Mark Allen mallen@eccoinc.com 402-465-6929

6 City = JPA

I acknowledge that wherever the City of Lincoln is referenced in this bid, it shall mean the West Haymarket Joint Public Agency (JPA).

☒ Yes

7 Assignment

Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the City.

☒ Yes

8 Employee Class Act Affidavit

I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319. If awarded the contract, I will abide by the law, notarize and attach the Employee Classification Act Affidavit to the contract.

☒ Yes

9 Standard Specifications for Municipal Construction

I acknowledge reading and understanding the current City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans (including General Provisions and Requirements, and Material and Construction Specifications) View at: lincoln.ne.gov | Standard Specifications for Municipal Construction

☒ Yes

10 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

11 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.

No

1
2**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 an 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**Bid Lines**

1

Package Header

This lump sum pricing shall include the following five (5) line items with line 6 being an alternate.

Quantity: 1 UOM: Lump Sum Total: \$54,326.00

Manufacturer: Siemens

Item Notes: Note: This will automatically calculate the package lines amount to show lump sum here.

Package Items**1.1 License for Standard Migration (SSM) for Standard Feature Set License**

Quantity: 1 UOM: EA Unit Price: \$16,883.28 Total: \$16,883.28

Manufacturer: Siemens

Manufacturer #: CCA-STD-FSET-SSM

1.2 License for Standard Software Migrations (SSM) for 500 addressable Fire Safety Devices

Quantity: 2 UOM: EA Unit Price: \$7,528.49 Total: \$15,056.98

Manufacturer: Siemens

Manufacturer #: CCA-500-FIRE-SSM

**1.3 Standard Feature Set License
(Includes 1 Client License)**

Quantity: 1 UOM: EA Unit Price: \$10,451.57 Total: \$10,451.57

Manufacturer: Siemens

Manufacturer #: CCA-STD-FSET

1.4 Engineering License

Quantity: 1 UOM: EA Unit Price: \$3,447.71 Total: \$3,447.71

Manufacturer: Siemens

Manufacturer #: CCA-ENG

1.5 USB Dongle for Engineering

Quantity: 1 UOM: EA Unit Price: \$860.46 Total: \$860.46

Manufacturer: Siemens

Manufacturer #: CMD.04

1.6 Alternate #1: Add to upgrade the device loop driver cards that can only run obsolete addressable devices with the new cards that can run the current addressable devices and obsolete devices on the same loop. This card will need to be replaced prior to defective devices being able to be replaced in the future.

Quantity: 1 UOM: EA Unit Price: \$2,448.00 Total: \$2,448.00

Manufacturer: Siemens

1.7 Intelligent Device Loop Card for Modular Systems

Alternate #1: Add to upgrade the device loop driver cards that can only run obsolete addressable devices with the new cards that can run the current addressable devices and obsolete devices on the same loop. This card will need to be replaced prior to defective devices being able to be replaced in the future.

Quantity: 6 UOM: EA Unit Price: \$863.00 Total: \$5,178.00

Manufacturer: Siemens

Manufacturer #: XDLC

Response Total: \$54,326.00

QUOTATION: 58010A

Electronic Contracting Company
6501 N 70th St.
Lincoln, NE 68507

PO Box 29195
Lincoln, NE 68529

BILL TO		JOB LOCATION	
Company: Pinnacle Bank Arena		Company: Pinnacle Bank Arena	Date: 5/30/2024
Address: 400 Pinnacle Arena Dr Lincoln, NE 68508		Address: 400 Pinnacle Arena Dr Lincoln, NE 68508	Sales Rep: Mark Allen
			Phone: (402) 465 6929
			Email: mallen@eccoinc.com
Contact:		Contact: Ryan Weiss	Expiration Date: 6/29/2024
Phone: (402)904-4444		Phone: (402)904-4444	

TITLE
PBA NCC Upgrade
SCOPE OF WORK

This quote is to upgrade the existing Siemens Network Command Center PC with new Siemen Danger Management Station PC and all applicable panel firmware upgrades and software licensing. This upgraded includes testing all addressable point to make sure they annunciate correcting in new graphics package within the Danger Management PC.

Proposal Notes:

Panel will remain operation and only have short down times during firmware upgrades that will be short enough no to require a manual fire watch.

New PC and Monitor will be placed in existing PC an monitor locations.

Base Equipment

QTY	PART NUMBER	MANUFACTURER	DESCRIPTION
Other Items			
1.00	CCA-STD-FSET-SSM	SIEMENS	License for Standard Software Migration (SSM) for Standard Feature Set license
2.00	CCA-500-FIRE-SSM	SIEMENS	License for Standard Software Migration (SSM) for 500 addressable Fire Safety devices
1.00	CCA-STD-FSET	SIEMENS	Standard Feature Set license (Includes 1 client license)
1.00	CCA-ENG	SIEMENS	Engineering License
1.00	CMD.04	SIEMENS	USB dongle for Engineering

Add Alternate #1 ADD \$7,625.00

This alternate is to upgrade the device loop driver cards that can only run the obsolete addressable devices with the new cards that can run the current addressable devices and obsolete on the same loop. These card will need replace prior to and defective devices being able to be replace in the future.

Add Alternate #1 Equipment

QTY	PART NUMBER	MANUFACTURER	DESCRIPTION
Other Items			
6.00	XLDC	SIEMENS	INTELLIGENT DEVICE LOOP CARD FOR MODULAR SYSTEMS

\$46,700.00 Base Replace NCC with DMS

\$7,626.00 Add Alternate #1 XLC Cards

\$54,326.00 Total

Terms & Conditions

THESE BUSINESS TERMS (these Terms) are the general terms and conditions under which ECC will provide services to Client (the Services) under the Proposal to which they are attached (the Agreement). To the extent any purchase order contains any terms that are inconsistent with these Terms, those inconsistent terms are rejected by ECC.

- 1) **Independent Contractors.** ECC's relationship with Client will be that of an independent contractor, and nothing in the Agreement should be construed as creating a partnership, joint venture, or employer-employee relationship. ECC will have sole discretion to determine the manner, method, and means of performing the Services.
- 2) **Payment.** ECC shall receive payment for the Services as provided in the Agreement. Unless otherwise provided in the Agreement, invoices will be issued upon completion of the Services. All amounts payable under the Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes unless otherwise stated in the proposal. Except as otherwise required by the Agreement, Client shall make payment on invoices within thirty (30) days after issuance. If payment of any amount due under the Agreement is not received when due, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of six percent (6.0%) per month from the date due until paid in full. Client's obligation to pay all amounts due under the Agreement is absolute and unconditional, and Client is not entitled to any setoffs to such amounts.
- 3) **Warranties.** ECC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE IN THESE TERMS ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ECC, WHICH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES.
- 4) **Intellectual Property Rights.** Client acknowledges and agrees that ECC is the owner of, or holds license to, all right, title, and interest, including copyright and all other intellectual property rights, in and to any and all written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to any intellectual property generated in providing the Services (collectively the "Work Product"). No transfer of ownership of any Work Product is intended by the Agreement, and Client agrees that it may not, and may not encourage any third party to, attempt to derive the source code or reverse engineer the Work Product.
- 5) **Non-Solicitation.** Client acknowledges that ECC has invested in the training and development of ECC's employees and that ECC's employees are one of its most valuable assets. Accordingly, during the term of providing Services and for one (1) year thereafter, Client shall not solicit for employment any employees of ECC or its affiliates who: (a) directly performed under the Agreement, (b) had substantial contact with Client in relation to the Agreement, or (c) Client became aware of due to, or derived from information learned through the performance of, the Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches, or similar means not directed specifically at the employee to which the employee responds on his or her own initiative.
- 6) **Allocation of Risk.**
 - a) **Indemnification.** Client will indemnify and hold harmless ECC from all claims, liabilities, or expenses for damage to real property or tangible personal property, bodily injury, including death, and any other losses or damages arising out of the conduct of Client or its employees or agents.
 - b) **Limitation of Liability.** ECC'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT FOR THE SERVICES PROVIDED UNDER THE AGREEMENT FOR THE PERIOD OF ONE (1) YEAR PRIOR TO THE EVENT GIVING RISE TO LIABILITY. ECC SHALL NOT HAVE ANY LIABILITY WHATSOEVER TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO EARLY TERMINATION OF THE AGREEMENT, OR ANY THEFT, DAMAGE, LOSS OF DATA, OR DELAY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - c) **Attorney Fees.** Client agrees to reimburse ECC and any of its owners, employees, and agents for any attorney fees, costs, and expenses incurred: (a) successfully enforcing any part of the Agreement; or (b) successfully defending all or part of any state or federal court lawsuit that Client may file against ECC and/or any individual in their capacity as an owner, employee, or agent of ECC.
- 7) **Termination:** In the event the client elects to cancel their Purchase Order or Contract, client will be liable for any and all charges incurred by ECC up to the date of contract cancellation including labor, administration fees, permit fees, equipment received, and any equipment in transit. ECC will attempt to return any equipment procured, but client will be liable for any restocking fees and any equipment that cannot be returned.
- 8) **Miscellaneous.**
 - a) **Enforceability.** The invalidity or unenforceability of any particular provision of these Terms will not affect the Agreement's other provisions, which are then to be applied as if the invalid or unenforceable provision were omitted.
 - b) **Integrated Agreement.** Except for any purchase orders issued hereunder, there are no agreements, understandings, restrictions, warranties, or representations on which Client may rely relating to providing the Services. Furthermore, no future agreements, understandings, restrictions, warranties or representations may be relied upon by Client unless they are set forth in writing by an authorized representative of ECC.
 - c) **Assignment.** Client may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of ECC. Any permitted assignee, successor, or purchaser shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of the Agreement, and no assignment or transfer shall relieve ECC or Client of its previously accrued obligations under the Agreement.
- 9) **Acceptance of Agreement** - This agreement includes equipment and services that are required to satisfy the project scope of Section 1.0.
- 10) **Scope of Work/Responsibilities.** ECC will begin work on this project upon receipt of a copy of this agreement duly signed and executed by an agent of

QUOTATION: 58010A

the Customer, specifically authorized to bind the Customer to the terms and conditions of this agreement. Production of project will not commence until CAD drawings/applicable floor drawings are received. Additional charges will be applied if drawings are not provided within ten business days of notice to proceed and/or executed contract. In the event of any arrival to site that ECC is not able to execute work and definable progress, the **Customer will be charged a \$450.00 Mobilization Fee** to offset the lost time due to the lack of readiness. The Mobilization Fee will be presented as a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.

Due to global semiconductor chip shortages, Integrator is experiencing longer than normal lead times on equipment. As a result, Integrator cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such shortages. However, Integrator is working with its global suppliers on a daily basis to understand the impact of this chip shortage on delivery timelines and will use reasonable efforts to keep Buyer apprised of anticipated delivery timelines and delays. Should Buyer elect to purchase equipment immediately upon placement of order to mitigate delays, Integrator will immediately invoice Buyer for equipment. Upon buyer's payment, Integrator will place equipment order. ECC will store such equipment in its warehouse until delivery to Buyer. Warranty on such equipment shall commence upon delivery of the equipment to ECC's warehouse, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

This Electronic Contracting Company (ECC) proposal is subject to a Force Majeure clause for a pandemic (e.g. Covid-19) as declared by the World Health Organization (WHO) and the corresponding governmental orders and/or regulations. This clause applies as it relates to ECC's inability to perform its contract obligations based on the unforeseeable events that may have a future impact on our labor force, the timely delivery of materials, and the escalation of the cost of said materials. ECC will keep you apprised if this situation develops and all parties to this proposal will be contacted. ECC does welcome the opportunity to work together to develop risk avoidance and mitigation strategies with you and all other parties involved (e.g. Owner, General Contractor, Architects, Engineers, etc.)

Payment Terms

- 35% Down to Initiate the Project
- 35% To Purchase Equipment
- 30% Upon Substantial Completion

Note: If progressive or AIA/SOV invoicing is required, please discuss with your sales rep prior to acceptance of this proposal.

Quote does not include prevailing wage labor, client agrees if prevailing wage order is provided after execution of the contract, a change order will be issued.

Taxes are not included in this quote, and if tax exempt documentation is not provided, sales tax will be added.

Subtotal:	See Above
TAX:	Exempt
Total:	See Above

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER:

(Print Name)

BUYER SIGNATURE: _____

DATE: _____

COMPANY:

(Print Company)

SALES REP: Mark Allen
(Print Name)

SALES REP SIGNATURE: Mark Allen

DATE: 05/30/2024

As acknowledgement that each page of the quotation was reviewed, please initial the bottom of each page.

Fire Alarm Upgrades for PBA

1. GENERAL NOTICE

- 1.1 The City of Lincoln, hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s); new fire alarm upgrade for Pinnacle Bank Arena requires the following:
 - 1.1.1 Install and Upgrade the existing Siemens Network Command Center PC with new Siemen Danger Management Station PC connecting to existing Siemens Cerberus Pro Modular fire alarm panel.
 - 1.1.2 Testing all addressable point to make sure they annunciate in new graphic package
 - 1.1.3 All Software licensing to be included
- 1.2 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all the requirements, is the most advantageous to the City, and as the City deems will best serve the interests of the City.
- 1.3 Vendor shall submit bid and all requested supporting documents via the City/County ebid system
 - 1.3.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Division.
 - 1.3.2 To register, go to the City of Lincoln website at www.lincoln.ne.gov
 - Type "bid" into search box
 - CLICK ON **Bids and Contracts**
 - CLICK ON **Supplier Registration**
 - Enter information as required.
 - 1.3.3 All fields marked with the red asterisk must be completed to register successfully.
- 1.4 Any deviation from these specifications or other documents associated with the bid must be documented on company letterhead and submitted prior to bid close.
- 1.5 All inquiries regarding these specifications shall be submitted in writing to Sharon Mulder, Asst. Purchasing Agent via email to (smulder@lincoln.ne.gov)
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addendum.
 - 1.5.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.5.3 Failure to comply with this directive may result in Vendor's bid being rejected.
- 1.6 Work may be performed at the jobsite during operating hours which are from 8am – 5pm, Monday – Friday. Work outside of these days and times shall be subject to approval of the Owner depending on event schedule.
- 1.7 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.8 Payment will be made upon completion of installation and approval by the Owner's Representative.

- 1.9 The Project Manager for this project will be Ryan Weiss, Director of Operations, Pinnacle Bank Arena.

2. PROJECT SCOPE

- 2.1 Upgrade the existing Siemens Network Command Center PC with the new Siemens Danger Management Station PC and all applicable panel firmware upgrades and software licensing. This upgrade must include testing all addressable point to make sure they announce correcting in new graphics package within the Danger Management PC.
- 2.2 Panel can remain operational and can only have short downtimes during firmware upgrades that will be short enough no to require a manual fire watch.
- 2.3 New PC and Monitor will need to be installed to replace the existing PC and Monitor locations.

3. EQUIPMENT

- 3.1 The bidder's "Lump" sum pricing in Ebid must reflect providing the following base equipment:
 - 3.1.1 CCA-STD-FSET-SSM (SIEMENS) License for Standard Migration (SSM) for Standard feature set license
 - 3.1.2 2 – CCA-500-FIRE-SSM (SIEMENS) License for Standard Software Migrations (SSM) For 500 addressable Fire Safety Devices
 - 3.1.3 CCA-STD-FSET (SIEMENS) Standard feature set license (Includes 1 client license)
 - 3.1.4 CCA-ENG (SIEMENS) Engineering License
 - 3.1.5 CMD.04 (SIEMENS) USB Dongle for Engineering
- 3.2 Alternate #1 add—Alternate add to upgrade the device loop driver cards that can only run obsolete addressable devices with the new cards that can run the current addressable devices and obsolete devices on the same loop. This card will need to be replaced prior to defective devices being able to be replaced in the future.
 - 3.2.1 (6) XDLC (SIEMENS) Intelligent device loop card for modular systems

4. DELIVERY AND INSTALLATION

- 4.1 Pricing shall include F.O.B delivery:
Pinnacle Bank Arena
400 Pinnacle Arena Drive
Lincoln, NE 68508
- 4.2 Delivery will be to the loading dock.
- 4.3 Delivery shall be between the hours of 8:00 am to 4:30 pm Monday through Friday and must work around the event schedule.
- 4.4 Awarded Vendor must coordinate delivery of equipment with the Owners, providing a twenty-four-hour notice prior to delivery.

5. EVALUATION CRITERIA

- 5.1 Evaluation of bids will consist of the following:
 - 5.1.1 Contract will be awarded to the lowest, responsible, responsive vendor whose bid substantially meets all the required specifications, duties, terms, and conditions as defined in this request.
 - 5.1.2 Programming and turnaround time should be within 24 hours.

- 5.1.3 If any repairs are needed, they must be able to happen through a local distributor.
 - 5.1.4 Distributor should be within 100 miles of Pinnacle Bank Arena
- 5.2 Vendor will be given an approved contract after the WHJPA board meeting which will be scheduled in the next couple months.

Insurance Requirements

Submitted on	13 May 2024, 3:28PM
Receipt number	1436
Related form version	18

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

DEFINITIONS: For purposes of these Requirements, the following definitions apply:

- **"Agreement"** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **"City"** shall mean the City of Lincoln, NE.
- **"COI"** shall mean a Certificate of Insurance.
- **"Contractor"** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **"County"** shall mean the County of Lancaster, Nebraska.
- **"Owner(s)"** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **"PBC"** shall mean the Lincoln-Lancaster County Public Building Commission.
- **"Site"** shall mean the location the Work is being completed and/or delivered to.
- **"WHJPA"** shall mean the West Haymarket Joint Public Agency.
- **"Work"** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to the following: WHJPA

PROVISIONS:

- 3. Commercial General Liability
- 4. Automobile Liability
- 5. Workers' Compensation

Contractor shall comply with the following provisions:

1. Insurance; Coverage Information

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Deductibles/Retentions: Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

Self-Insurance: In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of Nebraska Certificate of Self-Insurance for Workers' Compensation.

Owner(s) checked below shall be listed as the Certificate Holder on the COI using the following address: 555 S. 10th St., Lincoln, NE 68508

West Haymarket Joint Public Agency

2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.

3. Commercial General Liability: The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
- C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

4. Automobile Liability: The Contractor shall have, maintain, and provide proof of Automobile Liability insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
- C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

5. Workers' Compensation; Employers' Liability: The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
- B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
- C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.

Subcontractors: The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

Cancellation/Renewal Notice: Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

Owner's Option: Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

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 Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

Minimum Rating - Insurer: 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-" VIII, unless Owner has expressly approves in writing.

Reservation of Rights: The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

Sovereign Immunity: Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

No Waiver by Owner: Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

Claims-made Tail Coverage: Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

E-mail Address (Internal use only)

smulder@lincoln.ne.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/202

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHOR 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 FNIC P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: Angie Charf	
	PHONE (A/C, No, Ext): 402-861-7170	FAX (A/C, No):
INSURED Electronic Contracting Company 6501 North 70th Street Lincoln NE 68507	E-MAIL ADDRESS: angie.charf@fnicgroup.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	
	INSURER B: American Guarantee and Liability Ins Co	
	INSURER C: Underwriters at Lloyd's	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1933799699**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 SUBR INSD 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO149278300	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP149278200	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	AUC148920700	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> 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 Y	Y	WC149278400	8/1/2023	8/1/2024	<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 C	Installation/Stored Materials Professional Liability Pollution Liability	N		CPP095178900 PF00995A22	8/1/2023 8/1/2023	8/1/2024 8/1/2024	Blanket Limit Professional Pollution 2,000,000 2,000,000 2,000,000

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

Blanket Stored Materials Limit, \$2,000,000, All Locations
West Haymarket Joint Public Agency Lincoln, Nebraska, City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors and consultants are primary, non contributory additional insured for general liability, including ongoing and completed operations and additional insured for automobile liability and umbrella liability, if required by written contract executed prior to loss. Primary & noncontributory status is governed by the terms & conditions of the insurance policies of all parties to the contract. Waiver of Subrogation applies for general liability, automobile liability, umbrella liability and workers compensation if required by written contract executed prior to loss. The general liability, automobile liability, umbrella liability and workers compensation policies have been endorsed to provide 30 days' notice of cancellation.

CERTIFICATE HOLDER**CANCELLATION**

West Haymarket Joint Public Agency 555 S. 10th St. 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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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19



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:

GLO149278300

COMMERCIAL GENERAL LIABILITY COVERAGE PART

08/01/2023

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
West Haymarket Joint Public Agency 555 S. 10th St. Lincoln, NE 68508	
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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



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.



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO149278300	08/01/2023	08/01/2024	08/01/2023			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization 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:

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

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written 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" or "personal and advertising injury" arising out of the rendering of, or 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.



C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under 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 or written agreement referenced in Paragraph A. 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.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

A General Aggregate Limit applies to each construction project where the Named Insured is performing operations, however, a General Aggregate Limit does not apply to any construction project where the Named Insured is performing operations that are insured under a wrap up or any other consolidated or similar insurance program.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.



- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER:
GLO149278300

COMMERCIAL GENERAL LIABILITY
CG 25 04 05 09



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s): Each location, other than construction projects, occupied by the named insured

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.



- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO149278300	8/01/2023	8/01/2024	8/01/2023		\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

Any Person or Organization that requires You to waive your Rights of Recovery, in a written contract or agreement with the Named Insured that is executed prior to the accident or loss.

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



ZURICH

Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP149278200	Effective Date: 8/01/2023
--------------------------------	----------------------------------

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also 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.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the 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.
- 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.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.



D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing Exclusion** in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

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:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or 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 leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";



- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:



If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:



This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver of applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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 under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

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

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 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 Causes 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 expiration, when the covered "auto" is returned to use or we pay for its "loss".



V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Blanket Notification to Others of Cancellation or Non-Renewal



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No.

BAP149278200

Effective Date:

8/01/2023

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.



- C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

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

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

Endorsement

Effective Policy No.

Endorsement No.

Insured

WC149278400

Premium \$

Insurance Company

Countersigned by _____

**BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT**

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

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
Insured 8/01/2023

Policy No.
WC149278400

Endorsement No.
Premium \$

Insurance Company



ZURICH

Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO149278300	Effective Date: 08/01/2023
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This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.



SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation or Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC Q20578629-00	08/01/2023	08/01/2024	08/01/2023	54429000	-----	-----

Named Insured and Mailing Address:

ELECTRONIC CONTRACTING COMPANY
6501 N 70th St
Lincoln, NE 68507-3248

Producer:

FNIC
PO BOX 45279
OMAHA, NE 68145-0279

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to Paragraph A. of **SECTION VI. CONDITIONS:**

Blanket Notification to Others of Cancellation or Nonrenewal

- a. If we cancel or non-renew this policy by written notice to the first **Named Insured**, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first **Named Insured** if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first **Named Insured**. Such list:
 - (1) Must be provided to us prior to cancellation or non-renewal;
 - (2) Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - (3) Must be in an electronic format that is acceptable to us.
- b. Our notification as described in Paragraph a. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first **Named Insured**. We will mail or deliver such notification to each person or organization shown in the list:
 - (1) Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - (2) At least 30 days prior to the effective date of:
 - (a) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (b) Non-renewal, but not including conditional notice of renewal.
- c. Our mailing or delivery of notification described in Paragraphs a. and b. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - (1) Extend the policy cancellation or non-renewal date;
 - (2) Negate the cancellation or non-renewal; or
 - (3) Provide any additional insurance that would not have been provided in the absence of this endorsement.
- d. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs a. and b. above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.



Commercial Umbrella Liability Policy

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine your rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the **Named Insured** shown in the Declarations, and any other person or organization qualifying as a **named insured** under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word **insured** means any person or organization qualifying as such in **SECTION V. DEFINITIONS** of this policy.

Words and phrases that are printed in bold-face type are defined in this policy. These definitions are found in **SECTION V. DEFINITIONS** of this policy or in the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and in accordance with the provisions of this policy we agree with you to provide coverage as follows:

Insuring Agreements

SECTION I. COVERAGE

A. Coverage A - Excess Follow Form Liability Insurance

Under **Coverage A**, we will pay on behalf of the **insured** those damages covered by this insurance in excess of the total applicable limits of **underlying insurance**. With respect to **Coverage A**, this policy includes:

1. The terms and conditions of **underlying insurance** to the extent such terms and conditions are not inconsistent or do not conflict with the terms and conditions referred to in Paragraph 2. below; and
2. The terms and conditions that apply to **Coverage A** of this policy.

Notwithstanding anything to the contrary contained above, if **underlying insurance** does not apply to damages, for reasons other than exhaustion of applicable Limits of Insurance by payment of **loss**, then **Coverage A** does not apply to such damages. Also, **Coverage A** does not apply to any form of **casualty business crisis expense** insurance even if such insurance is afforded under **underlying insurance** or would have been afforded except for the exhaustion of the Limits of Insurance of **underlying insurance**.

B. Coverage B - Umbrella Liability Insurance

Under **Coverage B**, we will pay on behalf of the **insured** those damages the **insured** becomes legally obligated to pay by reason of liability:

1. Imposed by law because of **bodily injury, property damage, or personal and advertising injury**; or
2. Assumed under an **insured contract** because of **bodily injury or property damage**;

covered by this insurance but only if the injury, damage or offense arises out of your business, takes place during the policy period of this policy and is caused by an **occurrence** happening anywhere. We will pay such damages in excess of the **Retained Limit** specified in Item 5. of the Declarations or the amount payable by **other insurance**, whichever is greater.

Coverage B does not apply to any **loss**, claim or **suit** for which insurance is afforded under **underlying insurance** or would have been afforded except for the exhaustion of the Limits of Insurance of **underlying insurance**.

The amount we will pay for **loss** under **Coverage A** or **Coverage B** is limited as described in **SECTION II. LIMITS OF INSURANCE**.

We have no obligation under **Coverage A** and/or **Coverage B** with respect to any settlement made without our consent.

The insurance afforded under **Coverage A** and **Coverage B** applies to **bodily injury or property damage** only if prior to the policy period, no **designated insured** knew that the **bodily injury or property damage** had occurred, in whole or in part. If such a **designated insured** knew, prior to the policy period, that the **bodily injury or property damage** occurred, then any continuation, change or resumption of such **bodily injury or property damage** during or after the policy period will be deemed to have been known prior to the policy period.

Bodily injury or property damage which occurs during the policy period and was not, prior to the policy period, known have occurred by any **designated insured** includes any continuation, change or resumption of that **bodily injury or property damage** after the policy period; and



Bodily injury or property damage will be deemed to have been known to have occurred at the earliest time when any **designated insured**:

1. Reports all, or any part, of the **bodily injury or property damage** to us or any other insurer;
2. Receives a written or verbal demand or claim for damages because of the **bodily injury or property damage**; or
3. Becomes aware by any other means that **bodily injury or property damage** has occurred or has begun to occur.

C. Coverage C - Casualty Business Crisis Expense

Under **Coverage C**, we will pay for **casualty business crisis expense** regardless of fault arising from a **casualty business crisis** first commencing during the policy period. No **underlying insurance** or **Retained Limit** applies to **Coverage C**. Subject to the other terms and conditions of this coverage, we shall pay **casualty business crisis expense** from the first dollar of such expense.

The amount we will pay for **casualty business crisis expense** under **Coverage C** is limited as described in **SECTION II. LIMITS OF INSURANCE**.

Any amounts that we pay under **Coverage C** will not obligate us in any way under **Coverage A** or **Coverage B**.

SECTION II. LIMITS OF INSURANCE

A. With respect to **Coverage A** and **Coverage B**, the Limits of Insurance shown in the Declarations and the rules below describe the most we will pay, regardless of the number of:

1. **Insureds**;
2. Claims made or **suits** brought;
3. Coverages provided under this policy; or
4. Persons or organizations making claims or bringing **suits**.

B. The Limits of Insurance of this policy will apply as follows:


1. The limit stated in Item **4.B.** of the Declarations for the Other Aggregate is the most we will pay for all **loss** under **Coverage A** and **Coverage B** combined except for:
 - a. **Loss** covered under the **products-completed operations hazard**; and
 - b. **Loss** covered in **underlying insurance** to which no underlying aggregate limit applies.

In addition, with respect to **Coverage A** only, if a policy listed on the Schedule of Underlying Insurance contains aggregate limits, other than an aggregate limit applying to the **products-completed operations hazard**, the Other Aggregate limit stated in Item **4.B.** of the Declarations will apply in the same manner as such other aggregate limits of each policy listed in the Schedule of Underlying Insurance.

2. The limit stated in Item **4.C.** of the Declarations for the Products-Completed Operations Aggregate is the most we will pay for all **loss** under both **Coverage A** and **Coverage B** combined as a result of **bodily injury or property damage** included within the **products-completed operations hazard**.
3. Subject to Paragraph **B.1.** or **B.2.** above, whichever applies, the limit stated in Item **4.A.** of the Declarations for Occurrence is the most we will pay for all **loss** arising out of any one **occurrence**, even if such **loss** is covered, in whole or in part, under both **Coverage A** and **Coverage B**.

C. **Coverage A** applies only in excess of the greater of the actual Limits of Insurance of **underlying insurance** or the Limits of Insurance shown on the Schedule of Underlying Insurance forming a part of this policy.

D. With respect to **Coverage C**, the limit stated as the **Casualty Business Crisis Expense** Aggregate Limit in Item **4.D.** of the Declarations is the most we will pay for all **casualty business crisis expense** first commencing during the policy period. This limit is in addition to, and **casualty business crisis expense** does not reduce or exhaust, any other Limit of Insurance applicable to this policy.

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- E. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.
- F. With respect to **Coverage A** only and subject to paragraphs **B.1.**, **B.2.**, **B.3.** and **C.** above:
1. If the limits of **underlying insurance** have been reduced solely by payment of **loss** for which coverage is afforded under this policy, this policy will drop down to become immediately excess of the reduced underlying limit; or
 2. If the limits of **underlying insurance** have been exhausted solely by payment of **loss** for which coverage is afforded under this policy, this policy will continue in force as **underlying insurance**.

SECTION III. DEFENSE AND SUPPLEMENTARY PAYMENTS

- A. We have the right and duty to assume control of the investigation and settlement of any claim, or defense of any **suit** against the **insured** for damages covered by this policy:
1. Under **Coverage A**, when the applicable limit of **underlying insurance** and **other insurance** has been exhausted by payment of **loss** for which coverage is afforded under this policy; or
 2. Under **Coverage B**, when damages are sought for **bodily injury, property damage, or personal and advertising injury** to which no **underlying insurance** or **other insurance** applies.
- B. Under **Coverage C**, we do not assume any duty to control the investigation and settlement of any claim, or defense of any **suit** that may arise from a covered **casualty business crisis**.
- C. In those circumstances where paragraph **A.** above applies we will pay our expenses and the following to the extent that they are not included in **underlying insurance**:
1. Up to \$2,000 for the cost of bail bonds. We do not have to furnish these bonds.
 2. The cost of bonds to release attachments, but only for bond amounts within the amount of insurance available. We do not have to furnish these bonds.
 3. 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 because of time off from work.
 4. All court costs taxed against the **insured** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **insured**.
 5. Pre-judgment interest awarded against the **insured** on that part of the judgment we pay. However, if we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
 6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment that is within the applicable Limits of Insurance.

When our expenses and the payments described in paragraph **C.** above are not included in the definition of **loss**, they will not reduce the Limits of Insurance.

- D. In those circumstances where paragraph **A.** above does not apply, we do not have the duty to assume control of the investigation and settlement of any claim, or defense of any **suit** against the **insured**. We do, however, have the right to participate in the investigation and settlement of any claim, or defense of any **suit** that we feel may create liability on our part under the terms of this policy. If we exercise this right, we will do so at our expense.

We will not investigate and settle any claim, or defend any **suit** after we have exhausted the applicable Limit of Insurance as stated in Item **4.** of the Declarations.


If we are prevented by law from carrying out the provisions of **Section III.** Paragraph **A.** above, we will pay any expense incurred with our consent.

SECTION IV. EXCLUSIONS

- A. Under **Coverage A** and **Coverage B**, this policy does not apply to any liability, damage, **loss**, cost or expense:

ASBESTOS

1. Arising out of or relating in any way to:

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- a. Asbestos or which would not have occurred in whole or in part but for the actual, alleged or threaten discharge, dispersal, release, leakage, leaching, friability, flaking escape or presence of asbestos regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or
 - b. Any:
 - (1) Request, demand, order, statutory or regulatory requirement, direction or determination, that any **insured** or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or
 - (2) Claim or **suit** for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination than any **insured** or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos.

EMPLOYMENT PRACTICES

2. Arising out of any **bodily injury** or **personal and advertising injury** to:

- a. A person arising out of any:
 - (1) Failure to employ or promote that person;
 - (2) Termination of that person's employment, including actual or alleged constructive dismissal;
 - (3) Employment-related practices, policies, acts or omissions, including but not limited to injury arising from coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, retaliation, hostile work environment, discrimination or malicious prosecution directed at that person; or
- b. The spouse, domestic partner, child, parent, brother or sister of that person as a consequence of any **bodily injury** or **personal and advertising injury** to that person at whom any of the employment related practices described in subparagraphs (1), (2) or (3) above is directed.

This exclusion applies:

- a. Whether the injury causing event described in paragraph 2.a. above occurs before employment, during employment or after employment of that person;
- b. Whether the **insured** may be held liable as an employer or in any other capacity; or
- c. To any obligation to share damages with or repay someone who must pay damages because of the injury.

LAWS, MISCELLANEOUS

3. Under any of the following:


- a. Any uninsured/underinsured motorist or **auto** no-fault or first party personal injury law;
- b. Any workers' compensation, unemployment compensation, or disability benefits law or any similar law; or
- c. The Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended.

LOSS OF, OR LOSS OF USE OF INTANGIBLE PROPERTY

- 4. Arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate or process intangible property. For purposes of this insurance, **electronic data** is intangible property.

NUCLEAR

- 5. a. With respect to which any **insured** under this policy is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an **insured** under any such policy but for its termination upon exhaustion of its Limits of Insurance; or
- b. Resulting from the **hazardous properties of nuclear material** and with respect to which:
 - (1) A person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or


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- (2) Any **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States America, or any agency thereof, with any person or organization; or
 - c. Any injury or **nuclear property damage** resulting from the **hazardous properties** of **nuclear material**, if:
 - (1) The **nuclear material**:
 - (a) Is at any **nuclear facility** owned by, or operated by or on behalf of, any **insured**;
 - (b) Has been discharged or dispersed therefrom;
 - (2) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any **insured**; or
 - (3) The injury or **nuclear property damage** arises out of the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this subparagraph (3) applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion:

- a. **Hazardous properties** include radioactive, toxic or explosive properties.
- b. **Nuclear Facility** means:
 - (1) Any **nuclear reactor**;
 - (2) Any equipment or device designed or used for:
 - (a) Separating the isotopes of uranium or plutonium,
 - (b) Processing or utilizing **spent fuel**, or
 - (c) Handling, processing or packaging **waste**;
 - (3) Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of any **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- c. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**.
- d. **Nuclear property damage** includes all forms of radioactive contamination of property.
- e. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- f. **Source material**, **special nuclear material** and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- g. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
- h. **Waste** means any waste material:
 - (1) Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
 - (2) Resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

VIOLATION OF STATUTES

- 6. Resulting from or arising directly or indirectly out of any action or omission that violates or is alleged to violate:
 - a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

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- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - c. The Fair Credit Reporting Act (FCRA) and any amendment or addition to such law including the Fair and Accurate Credit Transactions Act (FACTA); or
 - d. Any federal, state or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

WAR AND MILITARY ACTION

7. Arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these,

regardless of any other cause or event that contributes concurrently or in any sequence to injury or damage.

B. Under **Coverage A** this policy does not apply to any liability, damage, **loss**, cost or expense:

POLLUTION

1. Arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- a. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **insured**. However, this subparagraph does not apply to:
 - (1) Bodily injury if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (2) Bodily injury or property damage for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to **underlying insurance** as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **insured**, other than that additional insured; or
 - (3) Bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**;
- b. At or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;
- c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **insured** or any person or organization for whom you maybe legally responsible; or
- d. At or from any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor. However, this subparagraph does not apply to:
 - (1) Bodily injury or property damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operation fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the bodily injury or property damage arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (2) Bodily injury or property damage sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;



(3) Bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**.

- e. At or from any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.
- f. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, any auto for which coverage is provided by **underlying insurance**;
 - (2) Otherwise in the course of transit by or on behalf of any **insured**; or
 - (3) Being stored, disposed of, treated or processed in or upon any auto.

However, this subparagraph **f.** does not apply to bodily injury or property damage arising out of:

- (i) The escape of fuels, lubricants, other operating fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of a covered auto; or
- (ii) The escape of **pollutants** from a covered auto that directly results from the collision, upset or overturn of such auto while in the course of transit away from any premises owned by or rented to any **insured**.

2. Arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
- b. Claim or **suit** brought by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

C. Under **Coverage B** this policy does not apply to:

AIRCRAFT, AUTOS OR WATERCRAFT

- 1. Any liability, damage, **loss**, cost or expense arising out of the ownership, maintenance, operation, use, loading or unloading or entrustment to others of any
 - a. Aircraft owned by you or rented, loaned or chartered by or on behalf of you without crew;
 - b. **Auto**; or
 - c. Watercraft owned by you except watercraft while ashore on premises you own or rent.

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**.

EMPLOYEE INJURY

2. Any injury to:

- a. An **employee** of the **insured** arising out of and in the course of:
 - (1) Employment by the **insured**; or
 - (2) Performing duties related to the conduct of the **insured's** business; or
- b. Any injury to the spouse, domestic partner, child, parent, brother, or sister of that **employee** as a consequence of exclusion **2.a.** above.

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

IMPAIRED PROPERTY

- 3. **Property damage to impaired property** or property that has not been physically injured arising out of:
 - a. A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or

- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.



This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

INTENTIONAL INJURY

4. **Bodily injury** or **property damage** expected or intended from the standpoint of the **insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

PERSONAL and ADVERTISING INJURY

5. **Personal and advertising injury:**

- a. Caused by or at the direction of the **insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**;
- b. Arising out of oral or written publication of material, if done by or at the direction of the **insured** with knowledge of its falsity;
- c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- d. Arising out of a criminal act committed by or at the direction of any **insured**;
- e. For which the **insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the **insured** would have in the absence of the contract or agreement;
- f. Arising out of a breach of contract, except an implied contract to use another's advertising idea in your **advertisement**;
- g. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **advertisement**;
- h. Arising out of the wrong description of the price of goods, products or services stated in your **advertisement**;
- i. Arising out of the infringement of copyright, patent, trademark, trade secret, trade dress, slogan or other intellectual property rights.

However, this exclusion does not apply to infringement of copyright, trade dress or slogan in your **advertisement**;

- j. Committed by an **insured** whose business is:
 - (1) Advertising, broadcasting, publishing, electronic publishing or telecasting;
 - (2) Designing or determining content of web-sites for others; or
 - (3) An Internet search, access or content provider.


However, this exclusion **5.j.**, does not apply to sub-paragraphs **C.**, **12. a.**, **b.**, **c.** and **h.** of **personal and advertising injury** under **SECTION V. DEFINITIONS**.

For purposes of this exclusion **5.j.**, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- k. Arising out of an electronic chatroom or bulletin board the **insured** hosts, owns or over which the **insured** exercises control; or
- l. Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

POLLUTION

6. Any liability, damage, **loss**, cost or expense:
- a. Arising directly or indirectly out of the actual, alleged or threatened existence, discharge, seepage, migration, dispersal, release or escape of **pollutants**; or
 - b. Arising out of any:

- 
- (1) Request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - (2) Claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

PRODUCT RECALL

- 7. Damages claimed for any **loss**, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - a. **Your product**;
 - b. **Your work**; or
 - c. **Impaired property**;if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

PROPERTY DAMAGE

- 8. **Property damage** to:
 - a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any person or organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
 - b. Premises you sell, give away or abandon if the **property damage** arises out of any part of those premises;
 - c. Property loaned to you;
 - d. Personal property in your care, custody or control;
 - e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations;
 - f. That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it;
 - g. **Your product** arising out of it or any part of it; or
 - h. **Your work** arising out of it or any part of it and included in the **products-completed operations hazard**.
- D. Under **Coverage C**, this policy does not apply to any **casualty business crisis** arising out of, based upon or attributable to:

PRIOR NOTICE

- 1. Facts alleged, or to the same or related acts alleged or contained, in any crisis, claim or **suit** that has been reported, or in any circumstances where notice has been given under any policy of which this policy or any **underlying insurance** is a renewal or replacement; or

PENDING OR PRIOR CRISIS CLAIM OR SUIT

- 2. Any pending or prior claim or **suit** as of the inception date of this policy.

SECTION V. DEFINITIONS

In this policy, words and phrases appearing in bold face type have the definitions shown below.

- A. The following definitions are applicable to **Coverage A**, **Coverage B** and **Coverage C**.

- 1. **Designated insured** means:

- a. The person(s) and organization(s) specifically described under **SECTION V. DEFINITIONS**, sub-paragraphs **C.6.a.** through **C.6.e.** below for any **insured**; or
- b. Any **employee** authorized by you to give or receive notice of an **occurrence**, claim or **suit**.



2. **Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 3. **Loss** means those sums actually paid that the **insured** is legally obligated to pay as damages for the settlement or satisfaction of a claim because of injury or offense, after making proper deductions for all recoveries and salvage. However:
 - a. Under **Coverage A**:
 - (1) **Loss** also includes defense expenses and supplementary payments if **underlying insurance** includes defense expenses and supplementary payments in the Limits of Insurance; and
 - (2) **Loss** does not include defense expenses and supplementary payments if **underlying insurance** does not include defense expenses and supplementary payments in the Limits of Insurance.
 - b. Under **Coverage B**, **loss** does not include defense expenses and supplementary payments.
 4. **Other insurance** means a policy of insurance providing coverage that this policy also provides. **Other insurance** includes any type of self-insurance or other mechanisms by which an **insured** arranges for funding of legal liabilities.

Other insurance does not include **underlying insurance** or a policy of insurance specifically purchased to be excess of this policy providing coverage that this policy also provides.
 5. **Pollutants** mean any man-made or naturally occurring solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to: smoke; vapor; soot; fumes; acids; alkalis; chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 6. **Suit** means a civil proceeding in which injuries or damages 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 pursuant to law or contract or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with our consent.
 7. **Underlying insurance** means the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy. We will only be liable for amounts in excess of the Limits of Insurance shown in the Schedule of Underlying Insurance for any **underlying insurance**.
- B. The following definitions are applicable to **Coverage A** only:
1. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
 2. **Insured** means:
 - a. You;
 - b. Any person or organization included as an **insured** in **underlying insurance**; and
 - c. Any person or organization qualifying as an additional **insured** in **underlying insurance** but only to the same extent that such person or organization is an additional **insured** under such **underlying insurance**.
 3. **Non-Admitted Jurisdiction** means:
 - a. Any country or political subdivision in which we are not licensed or permitted to insure risks and where doing so would violate the insurance laws and regulations of such jurisdiction; or
 - b. Any country or political subdivision where we are prevented by law from investigating, defending or settling an **occurrence** or **suit**.
 4. **Occurrence** means a covered event as defined in **underlying insurance**.
 5. **Qualified Entity** means any entity, person or organization that is not an **insured** under this policy and would qualify as an **insured** under this policy, but for the fact that the entity is registered, domiciled or has ongoing operations in a **non-admitted jurisdiction**.



C. The following definitions are applicable to **Coverage B** only:

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segment about your goods, products or services for the purpose of attracting customers or supporters. For purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purpose of attracting customers or supporters is considered an **advertisement**.
2. **Auto** means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.However, **auto** does not include **mobile equipment**.
3. **Bodily injury** means physical injury, sickness, or disease, including death of a person. **Bodily injury** to such person also means mental anguish, mental injury, humiliation, or shock if directly resulting from physical injury, sickness, or disease.
4. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
5. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
 - a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;If such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of **your product** or **your work**; or
 - b. Your fulfilling the terms of the contract or agreement.
6. **Insured** means:
 - a. You, if you are an organization shown in the Declarations, other than a partnership, joint venture or limited liability company. Your executive officers and directors are **insureds**, but only with respect to their duties as your executive officers or directors. Your stockholders are also **insureds**, but only with respect to their liability as stockholders;
 - b. You, if you are a partnership or joint venture shown in the Declarations. Your members, your partners, and their spouses or domestic partners are also **insureds**, but only with respect to the conduct of your business;
 - c. You and your spouse or domestic partner, if you are an individual shown in the Declarations, but only with respect to the conduct of a business of which you are the sole owner;
 - d. You, if you are a limited liability company shown in the Declarations. 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;
 - e. You, if you are a trust shown in the Declarations. Your trustees are also **insureds**, but only with respect to their duties as trustees;
 - f. Your **employees**, but only for acts within the scope of their employment by you;
 - g. Your **volunteer workers**, but only while performing duties related to the conduct of your business;
 - h. Any person or organization while acting as your real estate manager; or
 - i. Your legal representative if you die, but only with respect to duties as such.

No person or organization is an **insured** with respect to the conduct of any current, past or newly formed partnership, limited liability company or joint venture that is not designated within the Declarations of this policy as **Named Insured**.



7. **Insured contract** means any written or oral agreement entered into by the **insured** in the usual course of the business operations of the **insured** in which the **insured** assumes the tort liability of another to pay damages because of **bodily injury** or **property damage** to a third person or organization where the contract or agreement is made prior to the injury or damage. Liability means a liability that would be imposed by law in the absence of any contract or agreement.
8. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.
9. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers.
 - e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above, that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers.
 - f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above, maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but are considered **autos**:

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on an **auto** or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

10. **Named insured** means:
 - a. The person(s) and organization(s) designated in Item **1.** of the Declarations of this policy;
 - b. Any organization, other than a partnership, joint venture or limited liability company, over which you maintain majority interest and to which more specific insurance does not apply, other than one which you newly acquire or form; or

- c. Any newly acquired or formed organization, other than a partnership, joint venture or limited liability company, over which you maintain majority interest and to which more specific insurance does not apply, provided that this policy does not apply to any injury or damage that took place before you acquired or formed the organization.



11. Occurrence means:

- a. With respect to **bodily injury** or **property damage** liability, an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- b. With respect to **personal and advertising injury**, a covered offense. All damages that arise from the same act, publication or general conditions are considered to arise out of the same **occurrence**, regardless of the frequency or repetition thereof, the number or kind of media used or the number of claimants.

12. Personal and advertising injury means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your **advertisement**;
- g. Infringement upon another's copyright, trade dress or slogan in your **advertisement**; or
- h. Discrimination (unless insurance thereof is prohibited by law), not arising out of or related to employment practices.

Personal and advertising injury also means mental anguish, mental injury, humiliation, or shock, if directly resulting from an offense listed in Items **12.a.** through **12.h.** above.

13. Products-completed operations hazard means all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:

- a. Products that are still in your physical possession; or
- b. Work that has not yet been completed or abandoned. **Your work** will be deemed completed at the earliest of the following times:
 - (1) When all of the work called for in your contract has been completed;
 - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

This hazard does not include **bodily injury** or **property damage** arising out of:

- a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the loading or unloading of it by any **insured**; or
- b. The existence of tools, uninstalled equipment or abandoned or unused materials.

14. Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the **occurrence** that caused it.

15. **Retained limit** means the amount of damages applicable to each **occurrence** for which the **insured** responsible that is shown in Item 5. of the Declarations.
16. **Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
17. **Volunteer worker** means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

18. **Your product** means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
- b. The providing or failure to provide warnings or instructions.

Your product does not include vending machines or other property rented to or located for use of others but not sold.

19. **Your work** means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
- b. The providing of or failure to provide warnings or instructions.

D. The following definitions are applicable to **Coverage C** only:

1. **Casualty business crisis** means an event that in the good faith opinion of your **principal**, in the absence of **casualty business crisis services**, has been or may be associated with:

- a. Damages covered by this policy under **Coverage A** that are in excess of the applicable limits of **underlying insurance** or under **Coverage B** that are in excess of the **Retained Limit**; and
- b. Significant adverse regional or national media coverage.

Casualty business crisis shall include, without limitation, man-made disasters such as explosions, major crashes, multiple deaths or injuries, burns, dismemberment, traumatic brain injury, paraplegia, or contamination of food, drink or pharmaceuticals.

For purposes of **Coverage C**, a **casualty business crisis** will first commence when your **principal** first become aware of the **occurrence** and will conclude at the earliest of the time when the **casualty business crisis advisor** advises you that the crisis no longer exists or when the **Casualty Business Crisis Expense Aggregate Limit** has been exhausted.

2. **Casualty business crisis advisor** means any public relations firm or crisis management firm approved by us that is hired by you to perform **casualty business crisis services** in connection with a **casualty business crisis**.



3. **Casualty business crisis expense** means amounts paid:

a. To you for the reasonable and necessary:

- (1) Fees and expenses of a **casualty business crisis advisor** in the performance for you of **casualty business crisis services** solely for a covered **casualty business crisis**; and
- (2) Amounts for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a **casualty business crisis advisor** solely for a **casualty business crisis**; and

b. To others for the following reasonable and necessary expenses resulting from such covered **casualty business crisis** provided that such expenses have been approved by us:

- (1) Medical expenses;
- (2) Funeral expenses;
- (3) Psychological counseling;
- (4) Travel expenses;
- (5) Temporary living expenses;
- (6) Expenses to secure the scene of a **casualty business crisis**; and
- (7) Any other expenses pre-approved by us.

4. **Casualty business crisis services** means those services performed by a **casualty business crisis advisor** in advising you on minimizing potential harm to you from a covered **casualty business crisis** by maintaining or restoring public confidence in you.

5. **Principal** means your Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if you are a partnership) or sole proprietor (if you are a proprietorship).

SECTION VI. CONDITIONS

A. The following Conditions are applicable to **Coverage A**, **Coverage B** and **Coverage C**.

1. **Appeals**

In the event you or any underlying insurer elects not to appeal a judgment in excess of the amount of the **underlying insurance**, we may elect to appeal at our expense. If we do so elect, we will be liable for the costs and additional interest accruing during this appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in **SECTION II.** of this policy.

2. **Audit of Books and Records**

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three (3) years after the expiration or termination of this policy.

3. **Bankruptcy or Insolvency**


The bankruptcy, insolvency or inability to pay of any **insured** will not relieve us from our obligation to pay damages covered by this policy.

In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer, the insurance afforded by this policy will not replace such **underlying insurance**, but will apply as if all the limits of any **underlying insurance** are fully available and collectible.

4. **Cancellation and Nonrenewal**

a. **Cancellation**

- (1) You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
- (2) We may cancel this policy. If we cancel because of non-payment of premium, we will mail or deliver to you not less than ten (10) days advance written notice when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you not less than ninety (90) days advance written notice stating the reason(s) for cancellation, as well as the date when the cancellation is to take effect. Mailing notice to you at your mailing address shown in Item 2. of the Declarations will be sufficient to prove notice.

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- (3) The policy period will end on the day and hour stated in the cancellation notice.
 - (4) If this policy is cancelled, the final premium will be calculated pro rata based on the time this policy was in force.
 - (5) Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.

b. Nonrenewal

If we decide not to renew this policy, we will mail or deliver to the first **Named insured** shown in the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

5. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy.

6. Currency

Settlements will be paid in United States currency or, when required, in the currency of the country or jurisdiction where the **loss** or **casualty business crisis** occurred. When conversion into another currency from United States currency is required to pay any **loss** or **casualty business crisis expense**, the rate of exchange will be determined on the date of the settlement. The rate of exchange will be the rate we incur in obtaining the foreign currency.

7. First Named Insured

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first **Named Insured** will act on behalf of all other **insureds** for the giving and receiving of notice of cancellation or any other notice required under this policy or by statute or regulation, for the receipt and acceptance of this policy and any endorsements forming a part of this policy, and for the receiving of any return premiums that become payable under this policy.

8. Inspection

We have the right, but are not obligated to inspect the **insured's** premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations and the premium to be charged. We may provide reports on the conditions we find. We may also recommend changes. While these reports may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards.

9. Entities That Are Registered, Domiciled or Have Ongoing Operations in Non-Admitted Jurisdictions

This condition applies solely with respect to entities that are registered, domiciled or have ongoing operations in **non-admitted jurisdictions**.

With respect to a **qualified entity**:

- a. Under **Coverage A**, we will reimburse the first **Named Insured** for **loss** incurred by a **qualified entity** that would have been covered this policy but for the fact that the **loss** was incurred by a **qualified entity** including:
 - (1) Damages covered by this policy in excess of the total applicable limits of **underlying insurance**; and
 - (2) Reasonable defense expenses incurred with our consent.
- We have no duty to defend any person or organization against any claim or **suit** brought or proceeding instituted against any **qualified entity** in a **non-admitted jurisdiction**, but we may, at our discretion, assume control of or participate in any investigation, defense, settlement or recovery proceedings.
- b. Coverage under this policy will not apply until the **qualified entity** or the **qualified entity's** underlying insurer has paid or is obligated to pay the full amount of the applicable limits of **underlying insurance**.



- c. The duties and requirements imposed upon any **insured** under this policy will not apply to a **non-admitted jurisdiction**. However, with respect to any claims made or **suits** brought in **non-admitted jurisdiction**, it will be the duty of the first **Named Insured** to do or cause the applicable **qualified entity** to do such things as would be required of such **qualified entity** if **Coverage A** applied directly to such claim or **suit**, including:
- (1) Make such investigation, defense or settlement as we deem reasonable;
 - (2) Obtain our approval for any payment; and
 - (3) Effect approved payments to others, in accordance with the terms and conditions of this insurance.
- d. Under **Coverage B**, this policy does not apply to any liability, damage, **loss**, cost or expense arising out of any operations or activities of a **qualified entity**.
- e. We will promptly pay the first **Named Insured** at the mailing address listed in Item **2.** of the Declarations the amount of damages covered under the terms of this policy. If the first **Named Insured** or any **qualified entity** recovers from any third party all or part of any amount that we have paid pursuant to this insurance, the first **Named Insured** will promptly reimburse the amount of any such recovery to us.

10. Legal Action Against Us

There will be no right of action against us under this insurance unless:

- a. You have complied with all the terms of this policy; and
- b. The amount you owe has been determined by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

11. Maintenance of Underlying Insurance

During the period of this policy, you agree:

- a. To keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
- b. That the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of limits by payment of claims or **suits** for damages covered by **underlying insurance**;
- c. The policies listed in the Schedule of Underlying Insurance may not be canceled or not renewed by you without notifying us, and you agree to notify us in the event an insurance company cancels or declines to renew any policy listed in the Schedule of Underlying Insurance; and
- d. Renewals or replacements of the policies listed in the Schedule of Underlying Insurance will not be materially changed without our agreement.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

12. Miscellaneous Unintentional Errors and Omissions

Any unintentional error or omission in the description of, or failure to describe completely, any premises or operations intended to be covered by this policy, shall not invalidate or affect the coverage for those operations or premises. However, the **insured** must report such error or omission to the company as soon as practicable after its discovery.

13. Other Insurance

If **other insurance** applies to damages that are also covered by this policy, this policy will apply excess of the **other insurance**. However, this provision will not apply:

- a. If the **other insurance** is written to be excess of this policy; or
- b. With respect to **Coverage A** only, if the **named insured** has agreed in a written contract to carry insurance to apply prior to and be non-contributory with that of another person or organization's insurance, but only as respects damages arising out of insured operations or work on behalf of the **named insured** performed under such written contract. The limits available to the other person or organization will be the lesser of the policy limits or the minimum limits required by such written contract. In that case, **other insurance** of that person or organization will apply as excess and not contribute prior to the insurance afforded by this policy.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of su
other insurance.



14. Premium

The premium for this policy as stated in Item 6. of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

15. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first **Named Insured**, this insurance applies:

- a. As if each **named insured** were the only **named insured**; and
- b. Separately to each **insured** against whom claim is made or **suit** is brought.

16. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the **insured**, then we will, where permitted by law or statute, indemnify the **insured**.

17. Transfer of Rights of Recovery Against Others to Us

- a. If the **insured** has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The **insured** must do nothing after the **loss** to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

However, if any **insured** is required by a written contract or agreement which is executed before a **loss** to waive their rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations for which the **insured** has not waived their rights of recovery by contract.

- b. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

18. Transfer of Your Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties but only with respect to that property.

19. When Loss is Payable

Coverage under this policy will not apply until the **insured**, or the **insured's** underlying insurer has paid or is legally obligated to pay the full amount of the Underlying Limits of Insurance or **Retained Limit**.

When the amount of **loss** is determined by an agreed settlement or on a final judgment against an **insured** obtained after an actual trial, we will promptly pay on behalf of the **insured** the amount of **loss** covered under the terms of this policy. The first **Named Insured** will promptly reimburse us for any amount within the **Retained Limit** paid by us.

20. Violation of Economic or Trade Sanctions

If coverage for a claim or **suit** under this policy is in violation of any economic or trade sanctions of the United States of America then coverage for that claim or **suit** will be null and void.

B. The following Condition is applicable to **Coverage A** and **Coverage B**:

1. Notice of Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in damages covered by this policy.

To the extent possible, notice will include:

- (1) How, when and where the **occurrence** 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**.

- b. Knowledge of an **occurrence** by the agent, servant or **employee** of yours, shall not in itself constitute knowledge by the **insured** unless you, or any **employee** authorized by you to give or receive notice of an **occurrence**, claim or **suit** shall have received such notice from the agent, servants or **employee**.
- c. If a claim or **suit** against any **Insured** is reasonably likely to involve this policy you must notify us in writing as soon as practicable.
- d. You and any other involved **insured** must:
 - (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, settlement or defense of the claim or **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 injury or damage to which this insurance may also apply.
- e. The **insureds** will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- f. Your failure to give notice of an **occurrence** to us shall not invalidate coverage under this policy if the **occurrence** was inadvertently reported to another Insurer. However, you shall report any such **occurrence** to us as soon as practicable once you become aware of such error.

C. The following Conditions are applicable to **Coverage C**:

1. **Notice of a Casualty Business Crisis**

You must see to it that we are notified of a **casualty business crisis** as soon as practicable after it first commences. Such notice shall include a description of the **casualty business crisis** and the reason it is likely to involve damages covered by this policy in excess of the applicable limits of **underlying insurance** under **Coverage A** or **Retained Limit** under **Coverage B** and significant adverse regional or national media coverage. We will not be liable for **casualty business crisis expense** incurred prior to, or more than one hundred eighty (180) days after the date notice of such **casualty business crisis** is first given to us. Notice to us shall be given to Zurich Claim Reporting, Care Center, P.O. Box 49547, Colorado Springs, CO 80949, Phone 1-800-987-3373, Fax 1-877-962-2567, E-Mail USZ_Care_Center@Zurichna.com.

2. **Arbitration**

If you and we disagree as to whether a **casualty business crisis** has occurred, both parties may, by mutual consent agree in writing to arbitration of the disagreement and the right to any reimbursement for **casualty business crisis expense**.

In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, both parties must request that selection be made by a judge of a court having jurisdiction. Each party will:

- a. Pay the expenses it incurs; and
- b. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the state, county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply.

INSTRUCTIONS TO BIDDERS

"Owner(s)" shall mean any, all, or a combination of the City of Lincoln, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency.

1. **BIDDING PROCEDURE**

- 1.1. Bidders shall use the electronic bid system for submitting solicitation responses and must complete all required fields.
- 1.2. **EBID/IONWAVE REGISTRATION**
Bidders must be registered on the Owner's Ebid site to submit a response to any solicitation.
 - 1.2.1 To register in Ebid, click on this link: <https://col.ionwave.net/Login.aspx>
 - 1.2.2. Click on "Supplier Registration" in blue box and follow the instructions to complete the registration.
- 1.3. Solicitation responses will not be accepted after the closing time and date.
- 1.4. Bidders should include any deviations of the solicitation documents and the proposed replacement language on company letterhead and attach in the Response Attachment tab in Ebid. Failure to include deviations with the solicitation response will indicate the Bidder agrees to all terms and conditions outlined in the solicitation documents with no exceptions. The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner. Deviations that are not acceptable to the Owner and not negotiable, may result in the Bidder being deemed as "non-responsive" and rejection of the response.
- 1.5. Bidders shall not attempt to influence or discuss this solicitation with any Owner employee, elected official, agent, or evaluator other than the Purchasing Staff through the award process.
 - 1.5.1 Failure to follow this requirement may result in immediate disqualification of your response.
 - 1.5.2 From the date the solicitation is issued until the award notification is issued, communication is limited to the Purchasing staff. After the award notification is issued, the Bidder may communicate with individuals of the Owner responsible for negotiating the contract.
- 1.6. The Owner reserves the right to reject a response, withdraw an award notification, or terminate a contract if it is determined there has been a violation of these purchasing procedures.
- 1.7. If bidding on a construction contract, the Owner's most current Standard Specifications for Municipal Construction shall apply, found at: <https://www.lincoln.ne.gov/Owner/Departments/LTU/Transportation/Standards/Standard-Specs>.

2. **CLARIFICATION OF BIDDING DOCUMENTS**

- 2.1 Bidders shall promptly notify Purchasing staff of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents.
- 2.2 Questions regarding the meaning, interpretation or clarification of any solicitation provision should be submitted through Ebid under the Questions tab. The Owner is not obligated to respond to questions that are received after the Question Cutoff date and time in Ebid.
- 2.3 Changes made to the bidding documents may be issued electronically via addendum in Ebid. Addendums are issued by Purchasing prior to the closing date for solicitations which modify or interpret the bidding document by addition, deletion, clarification, or correction.
- 2.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owner; and Bidders shall not rely upon such interpretations or changes.

3. **INDEPENDENT PRICE DETERMINATION**

- 3.1 By electronically signing and submitting a response, the Bidder agrees the submitted pricing has 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 submitted in the response have not been knowingly disclosed by the Bidder prior to the solicitation 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 response for the purpose of restricting competition.

4. **BRAND NAMES/ALTERNATES**

- 4.1 If alternates are allowed, it is the Bidder's responsibility to identify any alternate items and prove to the satisfaction of the Owner that said item is equal to, or better than, the product specified.
 - 4.1.1 Alternate items shall be stated in the appropriate space in Ebid Line Item, or if the Ebid Line Item does not contain blanks for alternates, Bidder should attach a statement in Ebid on Company letterhead 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.
 - 4.1.2 Bidders must indicate any variances by item number from the bidding document no matter how slight.
- 4.2 If alternates are not stated in the response, it will be assumed that the item being provided fully complies with the Owner's solicitation documents.

5. DEMONSTRATIONS/SAMPLES

- 5.1. If requested by the Owner, Bidders shall provide and/or demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request.
- 5.2. Such demonstration(s) can be at the Owner delivery location or a surrounding community.
- 5.3. If items are small and mailable and 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 Owner of acceptable goods. The Bidder should indicate how samples are to be returned.
- 5.4. When requested, samples will be furnished at the Bidder's expense prior to the closing of the solicitation, unless another time is specified. Each sample should be labeled clearly, and identify the Bidder's name, the solicitation number and title, item number, and the brand and model number, if applicable. Samples submitted must be the commodities or equipment which would be delivered if awarded the solicitation.
- 5.5. The Owner reserves the right to request samples even though this may not have been set forth in the solicitation.
- 5.6. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Bidder wishes to have the sample returned, it will be returned at the Bidder's expense upon request.
- 5.7. The sample will not be returned until thirty (30) calendar days after any protest or the execution of a contract. The Bidder shall have ten (10) calendar days to arrange for the return of the sample following any of the above dates. If no request from the Bidder is received within the above dates, the Owner reserves the right to use, donate, or surplus the samples in accordance with the Owner's policies.

6. DELIVERY (Non-Construction)

- 6.1. The Owner reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the specified time(s).
- 6.2. All prices shall be based upon inside delivery of the equipment/merchandise F.O.B. Destination to the Owner at the location specified by the Owner, with all transportation charges paid.
- 6.3. 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 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.

7. WARRANTIES AND GUARANTEES

- 7.1. Warranties, guarantees, and maintenance policies should be uploaded in Ebid in the Response Attachments tab.
- 7.2. Bid specifications shall set forth warranties and guarantees. If not described therein, then as a minimum requirement of the Owner, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance of products shall be replaced at no expense to the Owner. Replacement parts of defective components shall be shipped at no cost to the Owner. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder. Work performed for services shall include a one (1) year warranty beginning upon completion of services. There shall be an additional one (1) year warranty for defects in services rendered beginning on the date that the defects are corrected.

8. BID SECURITY, (if required)

- 8.1. Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with the solicitation, as indicated on the solicitation.
 - 8.1.1. Bid security, if required, shall be in the amount specified in the solicitation. The bid security may be scanned and attached to the Response Attachments section of your response in Ebid. 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 within three (3) days of closing.
 - 8.1.2. If the bid security is not received in the office of the Purchasing Division as stated above, the Bidder may be determined to be non-responsive.
- 8.2. 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.
- 8.3. Such bid security may be returned to the unsuccessful Bidders when the award of the solicitation is made.
 - 8.3.1. Bid security may be returned to the successful Bidder(s) as follows:
 - 8.3.2. For purchase orders, upon the delivery of all equipment or merchandise, and upon final acceptance by the Owner.
 - 8.3.3. For all other contracts, upon approval by the Owner of the executed contract and bonds.
- 8.4. Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 8.4.1. A contract has been executed and bonds have been furnished.
 - 8.4.2. The specified time has elapsed so the solicitations may be withdrawn.
 - 8.4.3. All responses have been rejected.
 - 8.4.4. Bid security will be forfeited to the Owner as full liquidated damages, but not as a penalty, if the Bidder fails or refuses to enter a contract on forms provided by the Owner, and/or if the Bidder fails to provide sufficient bonds or insurance within the period as established in this bidding document.

9. REFERENCE CHECKS

- 9.1. The Owner reserves the right to conduct and consider reference checks. By submitting a response to this solicitation, the Bidder grants the Owner the right to contact or arrange a visit in person with any or all the Bidder's clients. Reference checks may be grounds to deem Bidder not responsible, not award, withdraw an award notification, or rescind the award of a contract.

10. SOLICITATION EVALUATION AND AWARD

- 10.1. The electronic signature shall be considered an offer on the part of the Bidder. The offer shall be deemed accepted upon issuance by the Owner of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2. No response shall be modified or withdrawn for a period of ninety (90) calendar days after closing date and time.
- 10.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4. The solicitation will be awarded to the lowest responsive, responsible Bidder whose offer will be most advantageous to the Owner, and as the Owner deems will best serve the requirements and interests of the Owner.
- 10.5. The Owner reserves the right to accept or reject any or all responses; to request rebids; to award item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities; request a best and final offer (BAFO); such as shall best serve the requirements and interests of the Owner.
- 10.6. 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 Owner. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 10.7. The Owner reserves the right to reject irregular responses that contain unauthorized additions, conditions, alternate responses, or irregularities that make the solicitation incomplete, indefinite or ambiguous.
- 10.8. If allowed, any governmental agency may piggyback on any purchase order or contract established from this solicitation.

11. EXECUTION OF AGREEMENT

- 11.1. Depending on the type of service or commodity provided, one of the following methods will be employed.
 - 11.1.1. **PURCHASE ORDER**

A copy of the Bidder's response (or referenced solicitation 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 solicitation documents.
 - 11.1.2. **CONTRACT**
 - 11.1.2.1 Owner will prepare and furnish a Contract to the successful Bidder.
 - 11.1.2.2 The successful Bidder shall provide proof of insurance as evidenced by a Certificate of Insurance, along with endorsements and waivers (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - 11.1.2.3 The prepared documents should be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 11.1.2.4 The Owner will sign and date the Contract when (a), (b), and (c) are completed.
 - 11.1.2.5 Upon approval and signature, the Owner will return one electronic copy to the successful Bidder.

12. LAWS

- 12.1. The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this solicitation and any contract reached as a result of this process.
- 12.2. Bidder agrees to abide by all applicable local, state, and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents, and patent rights.
- 12.3. If there are any conflicts or inconsistencies between the Bidder's documents and the Owner's documents, the Owner's documents shall control.

13. TAX ASSESSMENT

- 13.1. Any solicitation for public improvement shall comply with Nebraska Revised Statutes Sections 77-1323 and 77-1324. In that regard, 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.

14. EQUAL OPPORTUNITY

- 14.1. The Owner requires compliance with all federal, state, and local laws, rules, and regulations regarding equal opportunity for all Bidders and encourages minority businesses, women's businesses, and locally owned business enterprises to participate in our bidding process.

15. LIVING WAGE, (if applicable)

- 15.1. The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 15.2. If the contract is subject to the Owner's Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the Owner's Living Wage. This wage is subject to change every July.

16. INSURANCE

- 16.1. Bidders shall take special notice of the insurance provisions required for Owner contracts (if applicable, see *Insurance Requirements in the Attachments tab in Ebid*).

17. TAXES AND TAX EXEMPTION CERTIFICATE

- 17.1. The Owner is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 17.2. The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. AUDIT

- 18.1. All parties of any Owner agreement shall be subject to audit 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.

19. E-VERIFY

- 19.1. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the awarded Bidder 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 winning Bidder 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 winning Bidder 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.

**City of Lincoln/Lancaster County
Purchasing Division**

Bid responses must be submitted electronically on or before **May 31, 2025, at 2:00 pm CST**, for the following:

**Fire Alarm Upgrades for Pinnacle Bank Arena
Bid No. 24-108**

Bidders must be registered on the City/County's Ebid site to submit a response to the above bid. To register go to: lincoln.ne.gov (type: "Bid" - in search box, click "Bid and Contracts", then click "Supplier Registration").

Questions may be directed to City/County Purchasing at (402) 441-8103 or purchasing@lincoln.ne.gov.

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Amendment to Contract between the West Haymarket Joint Public
4 Agency, Inteconnect, Inc. dba Inteconnex, the City of Lincoln, Lancaster County, Nebraska, and
5 the City of Lincoln-Lancaster County Public Building Commission Cooperative Contract
6 (MOU178) for an increase in costs of \$30,000 bringing the total amount not to exceed to
7 \$95,000.00, is hereby approved and the Chairperson of the West Haymarket Joint Public Agency
8 Board of Representatives is hereby authorized to execute said Amendment on behalf of the JPA.

Adopted this _____ day of July, 2024.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

AMENDMENT TO CONTRACT
Physical Access and Control System Equipment and Services
West Haymarket Joint Public Agency
Increase expenditure for WHJPA
MOU178
Inteconnect, Inc., dba Inteconnex

This Amendment is hereby entered into by and between Inteconnect, Inc., dba Inteconnex, 3925 Fountain Blvd., Suite 100, Cedar Rapids, IA 52411 (hereinafter "Contractor") and West Haymarket Joint Public Agency (hereinafter "JPA"), for the purpose of amending the City of Lincoln, Lancaster County, and City of Lincoln-Lancaster County Public Building Commission (PBC) Memorandum of Understanding (MOU) executed on City of Lincoln Executive order No. 98192, on Nov. 28, 2023, by Lancaster County on County Contract No. C-23-0948, on Dec. 5, 2023 and by PBC on Nov. 14, 2023, for Physical Access and Control System Equipment Equipment and Services, MOU178, which is made a part hereof by this reference.

WHEREAS, West Haymarket Joint Public Agency was added to the Memorandum of Understanding, MOU178, effective January 25, 2024, approved on Order No. WH01417; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the MOU, all amendments thereto, and stated herein the parties agree as follows:

- 1) The parties hereby agree to amend the MOU to increase the WHJPA expenditure by \$30,000.00, per Attachment A.
- 2) The revised expenditures for the WHJPA for this current term shall not exceed \$95,000.00 without approval by the WHJPA.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

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

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

Vendor Signature Page
JPA Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Physical Access and Control System Equipment and Services
West Haymarket Joint Public Agency
Increase expenditure for WHJPA
MOU178
Inteconnect, Inc., dba Inteconnex

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: liron@lincoln.ne.gov

Company Name:	Inteconnex
By: (Please Sign)	Marcus K Meyer
By: (Please Print)	Marcus K. Meyer
Title:	President
Company Address:	3925 Fountains Blvd. N.E. Ste. 100, Cedar Rapids, IA 52411
Company Phone & Fax:	402-408-2964 Fax: 319-294-6672
E-Mail Address:	Sales@inteconnex.com
Date:	6/12/2024
Contact Person for: "Orders or Service"	Matt Hocke
Contact Phone Number:	402-408-2964

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Physical Access and Control System Equipment and Services
West Haymarket Joint Public Agency
Increase expenditure for WHJPA
MOU178
Inteconnect, Inc., dba Inteconnex**

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

ATTEST:

City Clerk

West Haymarket Joint Public Agency

Leirion Gaylor Baird, Chairperson of the West Haymarket
Joint Public Agency Board of Representatives

APPROVED BY:

Order No. _____

dated _____

Lori L. Irons

To: Sharon R. Mulder
Subject: RE: Access Control Conversion

Attachment A

Sharon,

During the process of research and development of the access control system, we need to amend the contract between us and inteconnect. Currently, \$65,000 has been approved, but we need \$95,000 to tear out the system to use specific parts for the new upgrade. This has caused the price to go up significantly but was the best overall situation.

Let me know if you have any questions...

Thank you – Ryan



Ryan Weiss
Director of Operations
400 Pinnacle Arena Drive
Lincoln, NE 68508



RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Amendment to Contract between the West Haymarket Joint Public
4 Agency and REB Steel Equipment Corp. to approve Change Order No. 1 for additional services
5 and an increase in costs of \$754.80 bringing the total amount not to exceed to \$106,513.13, is
6 hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of
7 Representatives is hereby authorized to execute said Amendment on behalf of the JPA.

Adopted this ____ day of July, 2024.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

AMENDMENT TO CONTRACT
Storage Loft – Pinnacle Bank Arena
Bid No. 23-242
City of Lincoln
Change Order No. 1
Additional Services
REB Steel Equipment Corp.

This Amendment is hereby entered into by and between REB Steel Equipment Corp., 7955 S. Cass Avenue, Darien, IL 60561, (hereinafter “Contractor”) and West Haymarket Joint Public Agency (hereinafter “JPA”), for the purpose of amending the Contract executed by the WHJPA on January 25, 2024 for Storage Loft – Pinnacle Bank Arena, Bid No. 23-242, which is made a part hereof by this reference.

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

- 1) The parties hereby amend the contract to reflect additional services, per Change Order 1, Attachment A.
- 2) The expenditures for the WHJPA will increase by \$754.80 for the remainder of this Contract.
- 3) The revised contract total with additional services is \$106,513.13.
- 4) 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 Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
Storage Loft – Pinnacle Bank Arena
Bid No. 23-242
City of Lincoln
Change Order No. 1
Additional Services
REB Steel Equipment Corp.**

Please sign, date and return within 2 days of receipt.
Email to: Sandy Rocke at: srocke@lincoln.ne.gov

Company Name:	REB Storage Systems International
By: (Please Sign)	
By: (Please Print)	Dan Fording
Title:	Project Manager
Company Address:	7955 S Cass St #114 Darien IL 60561
Company Phone & Fax:	(800) 252-5955
E-Mail Address:	dfording@rebstorage.com
Date:	5/30/24
Contact Person for: "Orders or Service"	Dan Fording
Contact Phone Number:	714 267-6900

West Haymarket Joint Public Agency Signature Page

**AMENDMENT TO CONTRACT
Storage Loft – Pinnacle Bank Arena
Bid No. 23-242
City of Lincoln
Change Order No. 1
Additional Services
REB Steel Equipment Corp.**

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

ATTEST:

City Clerk

West Haymarket Joint Public Agency

Leirion Gaylor Baird, Chairperson of the West Haymarket
Joint Public Agency Board of Representatives

APPROVED BY:

Order No. _____

dated _____

DATE
5/10/2024

CUSTOMER NO.
47300

REB Storage Systems International
7955 S Cass Ave. Ste 114 Darien, IL 60561
(773) 252-0400 Fax: (773) 252-0303
www.rebstorage.com

INVOICE NO.
62634802

JOB #
581801

SOLD TO:

Pinnacle Bank Arena/ASM Global
400 Pinnacle Arena Dr
Pinnacle Bank Arena/ASM Global
Lincoln NE 68508-3823
USA

SHIP TO:

Pinnacle Bank Arena/ASM Global
400 Pinnacle Arena Dr
Lincoln NE 68508-3823
USA

ATTN: Derek Wurl

ATTN: dwurl@pinnaclebankarena

CUSTOMER ORDER NO	DATE SHIPPED	TERMS	SHIP VIA	F.O.B.			
Dan Fording Email 5/9/24	5/10/2024	Net 60					
SALES ID/NAME							
140-John Feeney							
SPECIAL INSTRUCTIONS:							
ITEM NUMBER	ITEM DESCRIPTION	UNIT	QTY ORDER	QTY SHP'D	UNIT PRICE	DISC %	AMOUNT
CGO1	CHANGE ORDER #1	EA	1	1	\$0.00		\$0.00
PERMIT	Permitting Fees	EA	1	1	\$754.80		\$754.80
GROSS		LESS DISCOUNT		PLUS TAX		PAY THIS AMOUNT	
\$754.80		\$0.00		\$0.00		\$754.80	

ALL INVOICES BEYOND 30 DAYS SHALL ACCRUE A
FINANCE CHARGE COMPOUNDED EVERY 30 DAYS THEREAFTER.
TOTAL NOT TO EXCEED 1 1/2 % PER MONTH.
TO BE STRICTLY ENFORCED.

Credit card orders will be charged a 3.5% transaction fee. Thank you for your business.

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/19/2024

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 Horton Group 10320 Orland Parkway Orland Park IL 60467		CONTACT NAME: PHONE (A/C, No, Ext): 708-845-3000 FAX (A/C, No): E-MAIL ADDRESS: certificates@thehortongroup.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : The Continental Insurance Company	35289
		INSURER B : National Fire Insurance Company of Hartford	20478
		INSURER C : Transportation Insurance Company	20494
		INSURER D : Pacific Insurance Company, Limited	10046
		INSURER E : Zurich American Insurance Company	16535
		INSURER F : Travelers Property Casualty Insurance Company	36161

INSURED
REB Steel Equipment Corp
7955 S Cass Ave Ste 114
Darien IL 60561

REBSTE-01

COVERAGES

CERTIFICATE NUMBER: 1058897516

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	Y	7063888056	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		7063668090	12/31/2023	12/31/2024	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			7063668042	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B C	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 <input checked="" type="checkbox"/> N	Y N/A	7063668073 7063668087 - CA Only	12/31/2023 12/31/2023	12/31/2024 12/31/2024	<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
D E F	Professional Liability Crime Excess Liability			13 OH 0421408-23 MPL 7847221-00 EX-5X869241-23-NF	12/31/2023 12/31/2023 12/31/2023	12/31/2024 12/31/2024 12/31/2024	Per Claim/Agg Limit Occurrence/Aggregate \$1M / \$1M \$2,000,000 \$5M / \$5M

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

Additional insured on a primary and non-contributory basis with respect to general liability and auto liability only when required by written contract. Waivers of subrogation applies to the general liability, auto liability and workers compensation in favor of the stated additional insureds only when required by written contract. Umbrella follows form.

30 Day Notice of Cancellation Applies.

Additional Insured: Lancaster County; West Haymarket Joint Public Agency

CERTIFICATE HOLDER

CANCELLATION

West Haymarket Joint Public Agency
555 S. 10th St.
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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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, 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:
- A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, 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:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

30020007370637704732722



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, 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; and
 - 2. Supervisory, inspection, architectural or engineering activities; or
- B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. Primary and non-contributing with other insurance available to the additional insured; or
 - 2. Primary and to not seek contribution from any other insurance available to the additional insured.
- But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
- 2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

- A. Was executed prior to:
 - 1. The **bodily injury** or **property damage**; or
 - 2. The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and
- B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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The Continental Insurance Company
Insured Name: REB STEEL EQUIPMENT CORP

Policy No: 7063668056
Endorsement No: 8
Effective Date: 12/31/2023

**CNA PARAMOUNT****Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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The Continental Insurance Company

Insured Name: REB STEEL EQUIPMENT CORP

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Policy No: 7063668056
Endorsement No: 7
Effective Date: 12/31/2023

**Contractors' General Liability Extension Endorsement****1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

**Contractors' General Liability Extension Endorsement**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls 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, hoistaway 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; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:





Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. **ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. **BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. **BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. **BROAD KNOWLEDGE OF OCCURRENCE**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. **NOTICE OF OCCURRENCE**

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. **BROAD NAMED INSURED**

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

**CNA PARAMOUNT****Contractors' General Liability Extension Endorsement**

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
- b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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Insured Name: REB STEEL EQUIPMENT CORP

Policy No: 7063668056

Endorsement No: 7

Effective Date: 12/31/2023

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(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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The Continental Insurance Company

Insured Name: REB STEEL EQUIPMENT CORP

Policy No: 7063668056

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Contractors' General Liability Extension Endorsement

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

- p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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The Continental Insurance Company

Insured Name: REB STEEL EQUIPMENT CORP

Policy No: 7063668056

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**CNA PARAMOUNT****Contractors' General Liability Extension Endorsement**

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.



Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i.** add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a.** Physician;
- b.** Nurse;
- c.** Nurse practitioner;
- d.** Emergency medical technician;
- e.** Paramedic;
- f.** Dentist;
- g.** Physical therapist;
- h.** Psychologist;
- i.** Speech therapist;
- j.** Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) bodily injury** to a co-employee while in the course of the co-employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

**Contractors' General Liability Extension Endorsement**

- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:



**Contractors' General Liability Extension Endorsement****j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.



Contractors' General Liability Extension Endorsement

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. \$500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of the **Other Insurance** Condition is deleted and replaced by the following:

- (ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

**Contractors' General Liability Extension Endorsement**

- B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

- A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

- B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:



Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.



**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

**Contractors' General Liability Extension Endorsement**

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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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
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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



EXTENDED COVERAGE - BA PLUS - FOR HIRED AND NON-OWNED AUTOS

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

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I. AMENDMENTS TO LIABILITY COVERAGE

A. Amendments to Who Is An Insured

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Who Is An Insured** is amended to add the following:

1. Majority Owned Corporations

Any incorporated entity in which you own a majority of the voting stock on the inception date of this Coverage Form is an **insured**, but only if such entity is not an **insured** under any other liability "policy" that provides **auto** coverage.

2. Newly Acquired Organizations

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Business Auto Policy Policy Endorsement

Any organization you newly acquire or form during the policy period, other than a limited liability company, partnership or joint venture, and in which you maintain majority ownership interest is an **insured**, but only if such organization is not an **insured** under any other liability "policy" that provides **auto** coverage. The insurance afforded by this provision:

- a. Is effective on the date of acquisition or formation of the organization, and applies until:
 - (1) The end of the policy period of this Coverage Form; or
 - (2) The next anniversary of this Coverage Form's inception date, whichever is earlier; and
- b. Does not apply to **bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization.

3. Additional Insureds Required By Written Contract

Any person or organization that you are required by written contract to make an additional insured under this insurance is an **insured**, but only with respect to that person or organization's legal liability for acts or omissions of a person who qualifies as an **insured** for Liability Coverage under **SECTION II - WHO IS AN INSURED** of this Coverage Form.

4. Employee-Hired Autos

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

With respect to provisions **A.1.** and **A.2.** above, "policy" includes those policies that were in force on the inception date of this Coverage Form, but:

- i. Which are no longer in force; or
- ii. Whose limits have been exhausted.

B. Increased Loss of Earnings Allowance

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Supplementary Payment** subparagraph (4) to delete the \$250. a day limit for loss of earnings and replace it with a \$500. a day limit.

C. Fellow Employee Coverage

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Fellow Employee**.

II. AMENDMENTS TO PHYSICAL DAMAGE COVERAGE

A. Increased Loss of Use Expense

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Loss of Use Expenses** to delete the maximum of \$600., and replace it with a maximum of \$800.

B. Broadened Electronic Equipment Coverage

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Exclusions** is amended to delete paragraphs 5.a through 5.d. in their entirety, and replace them with the following:

- 5. Exclusions 4.c. and 4.d. above do not apply to **loss** to any electronic equipment that at the time of **loss** is:

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- a. Permanently installed in or upon a covered **auto**, nor to such equipment's antennas or other accessories used with such equipment. A \$100 deductible applies to this provision, and supersedes any otherwise applicable deductible; or
- b. Designed to be operated solely by use of the power from the **auto's** electrical system and is:
 - (1) Removable from a housing unit which is permanently installed in or upon the covered **auto**;
 - (2) An integral part of the same unit housing any electronic equipment described in paragraphs a. or b.(1) above; or
 - (3) Necessary for the normal operation of the covered **auto** or the monitoring of the covered **auto's** operating system.

III. AMENDMENTS TO BUSINESS AUTO CONDITIONS

A. Knowledge of Accident or Loss

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph a.(4):

- (4) If your **employees** know of an **accident** or **loss**, this will not mean that you have such knowledge until such **accident** or **loss** is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an **employee** designated by any of the above to be your insurance manager.

B. Knowledge of Documents

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph b.(6):

- (6) If your **employees** know of documents concerning a claim or **suit**, this will not mean that you have such knowledge until such documents are known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an **employee** designated by any of the above to be your insurance manager.

C. Waiver of Subrogation

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

D. Unintentional Failure To Disclose Hazards

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Concealment, Misrepresentation or Fraud** is amended to add the following:

Your failure to disclose all hazards existing on the inception date of this Coverage Form shall not prejudice you with respect to the coverage provided by this insurance, provided such failure or omission is not intentional.

E. Primary and Non-Contributory When Required By Contract

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Other Insurance** is amended to add the following:

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**Business Auto Policy
Policy Endorsement**

Notwithstanding provisions 5.a. through 5.d. above, the coverage provided by this Coverage Form shall be on a primary and non-contributory basis when required to be so by a written contract entered into prior to **accident** or **loss**.

IV. AMENDMENTS TO DEFINITIONS

A. Broadened Bodily Injury

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, mental anguish or mental injury sustained by that person which results as a consequence of the physical injury, sickness or disease.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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Endorsement Expiration Date:

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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

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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. 7063668073

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:
3 That the attached Change Order No. 1 to the Contract between the West Haymarket JPA and
4 Vasa Construction (WH01435) to remove and replace damaged concrete under the Harris Overpass
5 and add irrigation to landscaping along Canopy Street, for an additional amount of \$16,925.00,
6 bringing the total contract amount to \$236,650.00, is hereby approved and the Chair of the West
7 Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Change
8 Order No. 1 on behalf of the JPA.

Adopted this _____ day of July, 2024.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

CHANGE ORDER

PROJECT: West Haymarket Streetscape Expansion **CHANGE ORDER NO.:** 1

PROJECT ID #: 24-084 **CHANGE ORDER DATE:** July 12, 2024

CONTRACTOR: Vasa Construction **CONTRACT DATE:** April 25, 2024

You are directed to make the following changes to the contract:

Replacing damaged concrete around the project area.	\$ 5,100.00
Adding irrigation to landscape beds	\$ 11,825.00

The Original Contract Sum:	\$ 219,725.00
Net Change by Previously Authorized Change Order:	\$ -
The Contract Sum prior to this Change Order:	\$ 219,725.00
The Contract Sum will be (increased)(decreased)(unchanged):	\$ 16,925.00
The New Contract Sum including this Change Order:	\$ 236,650.00
The Contract Time will be (increased)(decreased)(unchanged):	

Reviewed / Approved:

If over \$25,000 and under \$99,999.99



PC Sports

Date: 7-12-24

Mayor Gaylor Baird

Date: _____



Contractor

Date: 7-12-24

If over \$100,000

JPA Approval



Estimate

Date	Estimate #
7/11/2024	3762

Vasa Construction
12100 S 171st
Bennet, ne 68317
P: 402-782-2126
F: 402-782-2286

Name / Address			
City of Lincoln Projects		Project	
		Additional R&R Co...	
Description	Qty	Rate	Total
This is the price to R&R 8" concrete 7'x19' Location: West side of the NE Bridge Column Previously cracked and damaged concrete	133	12.50	1,662.50
This is the price to R&R 8" concrete 5'6"x12' Location: West side of the NW Bridge Column To gain positive slope to the curb and gutter	66	12.50	825.00
This is the price to R&R 8" concrete 5'6"x15' Location: South Parking lot to replace previously damaged curb and accommodate ADA for a parking station	82.5	12.50	1,031.25
OPTION This is the price to R&R 8" concrete 5'6"x23' Location: South Parking lot Previously cracked and damaged concrete	126.5	12.50	1,581.25
If you have any questions please let me know.			0.00
Thanks			
Dustin Eisenbarth 402-937-5129 dustin@vasaconstruction.com			
		Total	\$5,100.00



Estimate

Date	Estimate #
6/28/2024	3757

Vasa Construction
12100 S 171st
Bennet, ne 68317
P: 402-782-2126
F: 402-782-2286

Name / Address			
City of Lincoln Projects		Project	
		Irrigation CO	
Description	Qty	Rate	Total
IRRIGATION Irrigation installation -Provide all materials and controls for a fully functional drip system to match existing. -Per landscape plan sheet #12 -NO BACKFLOW OR BACKFLOW PLUMBING INCLUDED. PLUMBING TO BE DONE BY OTHERS OWNER MUST PROVIDE ELECTRICAL OUTLET FOR THE CONTROLLER If you have any questions please let me know. Thanks Dustin Eisenbarth 402-937-5129 dustin@vasaconstruction.com	1	11,825.00	11,825.00
			0.00
Total			\$11,825.00

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Change Order No. 1 to the Contract between the West Haymarket JPA and
4 Western Specialty Contractors (WH01436) for Pinnacle Bank Arena ramp control joint repair and
5 crack repair, for an additional amount of \$30,004.16, bringing the total contract amount to
6 \$219,458.60, is hereby approved and the Chair of the West Haymarket Joint Public Agency Board of
7 Representatives is hereby authorized to execute said Change Order No. 1 on behalf of the JPA.

Adopted this _____ day of July, 2024.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

West Haymarket Joint Public Agency

CHANGE ORDER

PROJECT: WHJPA PBA Ramp Restoration Project

CHANGE ORDER NO.: 1

PROJECT ID #: 24-085

CHANGE ORDER DATE: July 12, 2024

CONTRACTOR: Western Specialty Contractors

CONTRACT DATE: April 25, 2024

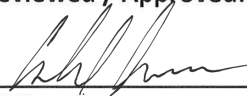
You are directed to make the following changes to the contract:

Bid Quantity Add of 6340.5LF of control joint repair at \$6.36LF	\$	34,931.10
	\$	(4,926.94)
Bid Quantity reduction crack repair by 674LF at \$7.31LF		

The Original Contract Sum:	\$	189,454.44
Net Change by Previously Authorized Change Order:	\$	-
The Contract Sum prior to this Change Order:	\$	189,454.44
The Contract Sum will be (increased)(decreased)(unchanged):	\$	30,004.16
The New Contract Sum including this Change Order:	\$	219,458.60
The Contract Time will be (increased)(decreased)(unchanged):		

Reviewed / Approved:

If over \$25,000 and under \$99,999.99


PC Sports

Mayor Gaylor Baird

Date: 7-12-24

Date: _____


Contractor

If over \$100,000

Date: 07/12/2024

JPA Approval

Date: _____