

**AGENDA FOR THE
WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
TO BE HELD
THURSDAY, JANUARY 26, 2023 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 August 19, 2022.
 - (Staff recommendation: Approval of the minutes as presented)
4. Approval of the minutes from the JPA special meeting held October 27, 2022.
 - (Staff recommendation: Approval of the minutes as presented)
5. Approval of the Payment Register for August through December 2022 and review of the Expenditure Report as of December 31, 2022. (Lyn Heaton)
 - Public Comment
 - (Staff recommendation: Approval of the Payment Register. No action is required on the Expenditure Report).
6. WH 23-1 Resolution to approve the Amended Operating Budget and Capital Improvement Program for the West Haymarket JPA for September 1, 2022 through August 31, 2023. (Lyn Heaton)
 - Public Comment
 - (Staff recommendation: Approval)
7. WH 23-2 Resolution to approve a Contract with AVaaSE for a digital sound processor for the Pinnacle Bank Arena for a total amount not to exceed \$9,324.00, pursuant to Quote No. 6565. (Chris Connolly/PBA Staff)
 - Public Comment
 - (Staff recommendation: Approval)
8. WH 23-3 Resolution to approve an Amendment to Renew Agreement with Carbonhouse for website hosting and support services for the Pinnacle Bank Arena for a total amount not to exceed \$28,080.00. (Chris Connolly/PBA Staff)
 - Public Comment
 - (Staff recommendation: Approval)
9. WH 23-4 Resolution to approve a Consultant Agreement with Five Nines Technology Group for Information Technology Services for the Pinnacle Bank Arena for a term of three years for a total amount not to exceed \$213,000.00. (Chris Connolly/PBA Staff)
 - Public Comment
 - (Staff recommendation: Approval)

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10. WH 23-5 Resolution to approve a Contract with Daktronics for a new scoreboard control system for the Pinnacle Bank Arena for a total amount not to exceed \$124,775.00, pursuant to Quote-Requisition OR17554. (Chris Connolly/PBA Staff)
 - Public Comment
 - (Staff recommendation: Approval)
11. Next Meeting Date: The next meeting date will be Thursday, April 27, 2023 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.
12. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
August 19, 2022

Meeting Began At: 1:43 P.M.

Meeting Ended At: 2:18 P.M.

Members Present: Leirion Gaylor Baird, Tim Clare, and Tammy Ward

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 meeting held April 20, 2022.

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

Item 4 – Approval of the minutes from the JPA special meeting held June 13, 2022.

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

Item 5 – Approval of the minutes from the JPA special meeting held July 18, 2022.

Ward moved approval of the minutes as presented. Clare seconded the motion. Motion carried 2-0; Ward abstained from voting.

Item 6 - Approval of the Payment Register for April through July 2022 and review of the Expenditure Report as of July 31, 2022.

Lyn Heaton, Finance Director and JPA Treasurer, stated in reviewing the April through July 2022 payment register the expenditures total \$9,284,535.78 of which the major payments consisted of the following:

- \$33,804.32 to University of Nebraska-Lincoln for the annual settlement per the Lease and Operating Agreement.
- \$102,944.75 to City of Lincoln for third quarter Fiscal Year 2021-22 City staff costs as adopted in the 2021-22 JPA Operating Budget.
- \$6,998,543.51 to Union Bank & Trust Company for semiannual bond interest payments.
- \$585,115.60 to City of Lincoln-Parking for March 2022 through May 2022 for JPA parking garage management.
- \$61,980.50 to Theatrical Media Services for replacement of a sound amplifier at Pinnacle Bank Arena, per Bid #22-099.
- \$917,958.35 to District Energy Corporation for the April through July 2022 West Haymarket billings. \$663,129.59 was billed back to customers or 72.2%.

- \$75,176.00 to SMG for FY 2020-21 operator incentive fees earned.
- \$493,475.07 to Pinnacle Bank Arena for the following:
 1. \$93,475.07 for arena repair, maintenance and minor concession equipment for March 2022 through May 2022.
 2. \$250,000.00 for fourth quarter Fiscal Year 2021-22 sponsorships.
 3. \$150,000.00 for fourth quarter Fiscal Year 2021-22 operating increment.

Jane Kinsey, Watch Dogs of Lincoln Government, commented that they have concerns that the PBA had a loss for the year and they are wondering where the \$2 million went from the Federal government for the pandemic. Heaton asked what loss she is referring to. Kinsey pointed to the Pinnacle Bank Arena Income Statement. Heaton explained that she was looking at the column for the budget at the beginning of the year. He further explained if you look at the actual year to date column, there is \$1.7 million in retained earnings leaving the arena in a strong position. Kinsey stated the \$2 million from the Feds doesn't show up on this statement. Heaton explained the \$2 million was received last fiscal year so it will not be taken into account for this fiscal year.

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

Item 7 – WH 22-7 Resolution to approve a Right of Entry Agreement for Parking between the West Haymarket JPA, City of Lincoln, and Cotswold Management, LLC allowing Cotswold Management, LLC to enter onto City and JPA property within West Haymarket 4th Addition until Cotswold completes rehabilitation and construction activities on its adjacent property.

Chris Connolly, City Law Department, explained this is a continuation of the Cotswold project that is ongoing on 7th Street. They will need expanded access for trucks and other equipment to get to their property on the north and west sides of the property. The Board previously granted a right of entry to a portion of the property located at 7th and N Streets. We are requesting that this be expanded to allow better entry to the project. This agreement will be for three years or until the project is completed, whichever happens first. Kinsey asked questions about the project to which Connolly answered. There being no further discussion or public comment, Clare moved approval of the resolution. Ward seconded the motion. Motion carried 3-0.

Item 8 – WH 22-8 Resolution to approve the proposed operation budget and capital improvement program for the West Haymarket JPA for September 1, 2022 through August 31, 2023.

Heaton explained he will discuss the revenue side of the FY 2022/2023 budget and capital improvement program first. A pie chart summary was displayed showing totals of \$33.7 million. The majority of this amount or 59% is from occupation taxes at \$20 million which is a 2% increase over the projected current fiscal year totals. In reviewing the occupation taxes, the current fiscal year amount was estimated at \$17.5 million. We are on pace to collect \$19.7 million, which makes it a 25% increase over FY 2021, a 12.7% increase over the original budgeted amount, and a 12% increase from the prepandemic value of FY 2019. This is roughly a 3.5% average annual increase. The estimate for FY 2020 is going to put us over the year 2035 original projections.

Intergovernmental revenue which represents the payments from the IRS for the JPA's Build America Bonds, Recovery Zone Economic Development Bonds, and the Interest Subsidies is budgeted at \$3.5 million. Rental income from premium seat revenues based on contracted amounts and PBA and Amtrak Station facility rental is budgeted for a total of \$2.9 million. Parking revenues paid to Urban

Development Parking Services is budgeted at \$3,090,000. Miscellaneous revenues for sponsorship revenue payments under contract with Learfield/IMG College is budgeted at \$1,262,000.

In reviewing the expenditure budget, there are miscellaneous contractual services which includes the purchase of Husker basketball tickets for \$270,000; City of Lincoln staff for \$393,491 that is lower than the \$411,000 budgeted for FY 22; parking debt management services for \$1,994,207 based on figures submitted by city parking services; thermal heating and cooling charges from the DEC for service to the JPA customers for \$3,460,000 which is based on a preliminary estimate of rates from the DEC. There is some ongoing work from the DEC to evaluate potential valve repairs. The cost of the repairs is incorporated into this amount. Other building maintenance is budgeted at \$416,724.00 which consists of a bunch of different maintenance agreements, annual inspections, and miscellaneous repairs.

Capital Outlay for equipment at PBA is budgeted at \$1.4 million. He pointed out that much of the capital outlay is carry over amounts from projects that were approved in the budget last year but are not yet completed. Since they haven't been completed, they have been carried over and are now budgeted in the proposed FY 23. Of the equipment budget, \$400,000 is for the replacement of point of sale terminals and \$480,000 is for internet protocol tv replacement. Building capital improvements for PBA are budgeted at \$2,435,000 which includes \$1.4 million for the replacement of the existing ribbon board as well as the addition of a second ribbon board and \$400,000 for the replacement of the corner score boards. The arena ramp and elevated plaza concrete repairs are budgeted at \$300,000. Grounds improvements are budgeted at \$769,600 which includes the Block 4 streetscape for \$475,000 per the canopy park redevelopment agreement, BNSF final parking pavement project for \$200,000, and the West Haymarket District landscaping for \$70,000.

Debt service is budgeted for FY 23 at \$23,568,879.00. The subsidies that partially offset this on the revenue side are \$3.5 million.

The total expenditures budgeted for FY 23 are \$37,356,163.00.

Clare asked if it would make sense to take some of the extra cash to pay the bonds off. Heaton stated they can certainly consider that; however, he would want to visit with his colleagues to assess the outlook for the JPA.

Clare commented that the Board set up a \$2 million endowment fund and he encouraged them to use this fund for some of the repairs. Heaton explained that a number of projects that are on the CIP are intended to be paid from the endowment.

Kinsey commented the maintenance for the arena is high. Heaton asked if she was referring to the capital improvement projects which she confirmed. He explained many of these projects are projects that have been planned for the arena since its construction. The arena is approaching 10 years of age we want to make sure that the patrons continue to have a very good experience. Kinsey commented that if the arena did not have help from the JPA it would be difficult for them to manage the expenses that they have. Heaton stated that from the beginning it was determined that the JPA would always be responsible for the capital improvement projects as a City owned arena. Kinsey asked what can the taxpayers expect when the JPA disbands? Heaton explained the arena would continue to be a city owned arena. Kinsey commented that the taxpayers would be paying for that. Heaton explained that the City finances would fund the arena and Kinsey commented, yes, from the taxpayers. Kinsey stated the JPA gave the arena \$600,000. Heaton explained the \$600,000 is the annual operating increment that was part of the financing of the arena from the beginning. Heaton explained the sum

of the capital outlay budget is \$4 million but the Board would have an opportunity to decide not to proceed with any of the improvements if something should happen. Kinsey commented there has been a lot of gifts from the JPA to the arena. Kinsey asked if in 2045 the arena turns over to the city which Heaton confirmed. There being no further discussion or public comment, Clare moved approval of the resolution. Ward seconded the motion. Motion carried 3-0.

Item 9 – WH 22-9 Resolution to approve an Amendment to Memorandum of Understanding between the West Haymarket JPA and Project Control of Texas, Inc., for Construction Management Services for a term of September 1, 2022 through August 31, 2023 with costs not to exceed \$50,000.00.

Connolly stated this is for the annual renewal of the agreement with Project Control. They continue to do an outstanding job of managing various projects for the JPA. The costs will not exceed \$50,000. Roughly \$14,000 was spent last year so there was no reason to increase the cap. The one thing that will increase is their hourly rates. They were raised in accordance with the rate of inflation in the Midwest. Connolly requested approval of this resolution. Kinsey asked what the rate of inflation was. Connolly stated 9.1%. There being no further discussion or public comment, Clare moved approval of the resolution. Ward seconded the motion. Motion carried 3-0.

Item 10 – Set Next Meeting Date.

The next meeting will be Friday, December 9, 2022 at 10:00 a.m. in Council Chambers, First Floor of the County-City Building.

Item 11 – Motion to Adjourn

Ward moved to adjourn. Motion seconded by Clare. The meeting adjourned at 2:18 p.m.

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Special Board Meeting
October 27, 2022

Meeting Began At: 2:36 P.M.

Meeting Ended At: 3:12 P.M.

Members Present: Leirion Gaylor Baird, Tim Clare, and Tammy Ward

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 – WH 22-10 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, survey consultation, and limited on-call soil sampling for a sum not to exceed \$13,320.00.

Chris Connolly, City law department, stated this is an annual contract that has done for many years to collect soil samples to ensure we are maintaining compliance with the environmental plan that was approved many years ago. The tasks and responsibilities remain the same. There being no further discussion or public comment, Clare moved approval of the resolution. Ward seconded the motion. Motion carried 3-0.

Item 4 – WH 22-11 Resolution of intent to make a grant of funds to the Lincoln Youth Complex in an amount not to exceed \$4,500,000.00 from the West Haymarket Joint Public Agency Surplus Fund to reimburse the Lincoln Youth Complex for a portion of its costs to design and construct the Lincoln Youth Complex Sports Fields.

Connolly stated this is a matter that has been up for consideration for many years. There is a desire to include the ballfields in the community with some contribution from the West Haymarket Joint Public Agency. This resolution represents what has been requested which is \$4.5 million over the course of three years, beginning in April of 2023. Connolly introduced a picture of the current footprint of the West Haymarket which encompasses the area of 1st and Cornhusker where these ballfields will be.

Connolly read a statement from Doug Emery, former Board member and council member, which stated Emery is in favor of the request for \$4.5 million to help with the youth baseball fields in the Haymarket area. This has been a goal for Lincoln youth baseball for a long period and has been part of the sports facilities plan for the area. It will be beneficial for youth baseball in Lincoln and for the hotels and eating establishments. Youth sports have been the "vacation spot" for many families since at least early 2000 and a boom for local economies. Not every city can have an amusement park, but it can have a sports complex. Emery stated he is sure it will be done right and is worth the investment.

Connolly requested to read a few words from Emery about Tom Lorenz. Emery stated that he wished everyone had the opportunity to spend time with Tom Lorenz. His passing is a huge loss for Lincoln's entertainment market and an even greater loss as a visionary for what Lincoln could be. When Emery joined the City Council he had mixed emotions about a new arena in Lincoln and wasn't sure Lincoln needed it, could afford it, or would benefit from it. One meeting with Tom convinced him that he was so wrong. Tom had a unique ability to listen to concerns and use his experience to allay them. His enthusiasm was contagious and it was incredible to watch him convincing people night after night how important it was to build the arena. He could hear him saying, "if you want to be a big city, we have to act like a big city." He also understood what we needed in the way of an arena. They were never exclusive to Tom. His vision did not end there and what he did with Pinewood Bowl was phenomenal. As a life long Lincolnite, I could never have envisioned what has become. Thousands of people watching named acts in an outside venue in a climate like Nebraska that takes vision. It is my hope that the JPA will find a significant part of Pinnacle Bank Arena that could be appropriately named after Tom Lorenz. He hopes he will be able to take his grandchildren there someday and when they ask who Tom Lorenz was he will be able to tell the stories of nights of meetings that started less than pleasant that ended up with a better understanding of what an arena would do for Lincoln and how a large majority of voters minds were changed because of Tom's enthusiasm and knowledge. He was glad he was able to go along for the ride. He will never see the arena again without remembering Tom's part in getting it built with the wonderful entertainment he brought to Lincoln.

Connolly asked to express his own thoughts on Tom's passing and stated he worked very closely with Tom for the last five years. He remembered the first time Tom came to his office he was looking for a contract for some kitchen equipment. Tom was a pleasure to work with and as Doug Emery alluded to, he had a great vision. Tom was always telling Connolly what he wanted to do with the building and how it would benefit the community. He was so giving of his time working with various groups in the community for various purposes, for example the vaccinations that took place at the arena. Connolly stated Tom will be missed. He was a great friend and a great asset to the community.

Tim Clare stated he supports the resolution and commented that he has had people ask him why baseball/softball and why have this? He stated people were told during the vote that the JPA is going to continue to move north from the arena once the arena was under control. This is why the footprint was expanded to include the 1st and Cornhusker area with the idea that the baseball fields would be toward the north end of the development. Clare commented that some people would ask why do we want to spend the money? He stated if you do the math on tournaments for hotel rooms, food, and entertainment it is a huge economic development tool. Clare stated this would be very profitable for the City of Lincoln and it would go toward significantly reducing the debt from the bonds. He commented that it is flat out crazy when you have to play the state tournament in Council Bluffs because there are no fields available in Lincoln or Omaha. We need to get these tournaments back in Lincoln, back in Nebraska. These baseball fields will be top notch and will enable us to do this.

Don Herz, Treasurer of Lincoln Youth Sports Complex, stated he is here to answer any questions and pointed out that the map of the footprint was created in 2010. The area of 1st and Cornhusker was clearly intended as part of the project from the get-go. This project was anticipated shortly after he retired from the City in 2010 when he was doing consulting work and he did the financial modeling with various amounts being contributed by the West Haymarket JPA. He certainly would not recommend this project if it would jeopardize the financial position of the JPA. He is very comfortable that it will not. A question that came up is whether this will extend the time that it takes

to pay off the debt. Although without any fiscal impact, it extended the payment by a few months but because of the taxes that will be generated, it will not extend the term.

Jane Kinsey, Watchdogs of Lincoln Government, stated public comment was not offered on the last item and asked if the soil sampling is where this sports complex is going to be? Connolly stated this is for the general area closer to the arena in the West Haymarket area. Kinsey asked how often this is done. Connolly explained this contract is done yearly but soil samples are taken every year. He explained Olsson does the sampling, but city staff makes sure we are in compliance. Kinsey stated she has a few questions on this item also and asked where this money will come from, will it come out of the general fund for the JPA? Connolly explained this will be coming out of the surplus fund which is one of the funds the revenues are put into. Kinsey asked if it is occupation taxes or the feds donation? Lyn Heaton, City Finance/JPA Treasurer, stated among the revenue sources available to pay the JPA's contribution is the occupation taxes, but there is a number of other revenue sources. Kinsey asked, what other sources? Heaton explained there are revenues from rents, the DEC charges for heating and cooling to the customers, etc. Kinsey commented that in 2018, Brandon Kauffman confirmed that there would be a deficit in 2023 and 2024 due to an increase in bond payments and capital improvements. Heaton stated the financial position of the JPA is very strong right now, there is more than enough to cover the next years annual debt service payments, operation and maintenance and other costs. The JPA recovered very strongly from the pandemic. There has been year over year average increases in the average occupation tax revenues. This is back to pre-pandemic levels. Kinsey asked if this is no longer true then. Heaton explained there are estimates for years where there will occasionally be an annual deficit, but the cash balances are such that it can handle the small deficit amounts. Kinsey asked if the \$4.5 million will cause this to be true. Heaton explained they have modeled it and the cashflows still remain very good. Kinsey asked if this will be presented at the next meeting. Heaton explained at the next quarterly meeting there will be a budget update.

Chris Beutler stated he is in support of this project and comments that he is happy to see so many elements of the community cooperating on big projects making big differences for the community and carrying forward the best interests of the people. He thanked the board members for their service. He commented on how strongly he feels for Tom Lorenz. He stated Tom adopted this city when he came. Tom learned how to operate arena type facilities and knew about everything going on in the industry. Beutler stated because of him the arena turned out to be the success that it is. The arena is a tribute to Tom more than any other single person.

Clare state he had the privilege of working with Tom from the very start. He explained it was Mayor Beutler, Jayne Snyder and himself that made up the three JPA Board members. He didn't know Tom when he first started coming around the construction site or discussions for the arena, but once they started talking and getting to know each other they quickly became very good friends. They got together away from the office and talked and learned about each other. He was a great man and had great integrity. Clare stated he would challenge everyone rather than waiting until someone dies to tell them now how much we appreciate them and respect them. Clare appreciated that he could call Tom and he was very responsive. Tom would deliver and make things happen. Clare stated the last time he saw Tom was after the last JPA meeting and they were standing out on 10th Street and Tom told him he had cancer and said if he should call or text, he might not get back to him as quickly as he usually did. Clare told him to get himself healthy and he would pray for him. Tom told him he appreciated that but that he felt confident in what's going on and that he knows where he is going. Clare stated he will be missed. He made things happen not only at the arena but at Pinewood Bowl. Lincoln was so fortunate to have him at the helm. Clare commented that he will miss him and

requested that someplace in the footprint Tom needs to be recognized by having something named after him. He was a mountain of a man and did so much for us.

Tammy Ward, stated she would like to echo what Regent Clare said and regrets not saying these things to Tom when he was living. She stated he scheduled Pentatonix to come to PBA in December and she was so excited and wanted to text Tom right away, but she never did because she thought she was too busy that day to send a text and regrets not sending him the text. She stated Tom was a true professional, serious about his work and was so kind.

Mayor Gaylor Baird commented that she would like to share in the acknowledgment that Mayor Beutler gave to Tom about this item. As he mentioned, this was always envisioned as an extension of what the JPA will be able to contribute to build, but we wanted to make sure the arena was successful and grounded prior to that. Tom is such a huge reason for that success as are so many of the people in the room. Tom's leadership from the get-go and of course through unprecedented times transitioning what we thought was going to be a center for celebration, music, and basketball into a place where we were saving lives. His ability to adapt and his leadership skills to bring his team along and adapt the facility for completely different services than for what it was ever envisioned when people voted for the arena. That is a huge feather in his cap and credit to him. What a good thing for our community in terms of our health and safety. His leadership was broad and deep. Thanks to him we can be comfortable with the financial position of the JPA as we vote on this item and thanks to him, we have a better city, a safer city, a healthier city, and a much more vibrant city minus his spirit. She wishes Tom was still here to be a part of it. She appreciates all the comments and is glad the folks from SMG are here today as she knows they valued him greatly. They had the chance to chat right after Tom passed and learned that they would send people who were being promoted to be managers to Tom for training because he was the best. We were lucky to have him for as long as we did.

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

Item 5 – WH 22-12 Resolution to approve the First Amendment to the Second Amended and Restated Facilities Agreement between the City of Lincoln and the West Haymarket Joint Public Agency to add the Lincoln Youth Complex Sports Fields project and to delete Exhibit A attached to the West Haymarket Joint Public Agency Rules of Governance and replace with Amended Exhibit A.

Connolly commented this item is the nuts and bolts of being able to facilitate the resolution to contribute the money. The Facilities Agreement between the JPA and the City needs to be amended to include this as a project. We would then take this same resolution to City Council for its approval. The reason the Rules of Governance are included is because the list of projects was also attached to the Rules of Governance when they were done many years ago, so it is just a matter of making sure the documents stay consistent with each other. At some point we will try and consolidate these items and put them into one simpler document.

Ward thanked the Lincoln Youth Complex team. She commented, "every time we thought they were done with it, they would be calling to talk to them one more time." She thanked everyone for the opportunity and for all their work.

Gaylor Baird thanked the Lincoln Youth Complex for all of their work and for the partnership to bring this opportunity to Lincoln so that kids can be the home team and to help support our local economy and be a destination for others. This is a wonderful opportunity to build something great and it will provide an enduring opportunity and legacy in our community. Thank you to everyone who is helping to make this happen.

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

Item 6 – Motion to Adjourn

Ward moved to adjourn. Motion seconded by Clare. The meeting adjourned at 3:12 p.m.

West Haymarket Joint Public Agency
Payment Register by Payee
8/01/2022 through 12/31/2022

Payee	Remark	Document Number	Business Unit	Obj Acct	Description	Payment Date	Payment Number	Amount
Black Hills Energy - 98079								
	277 Pinnacle Arena Dr	2154412	06095	5825	Natural Gas	8/4/2022	174515	44.03
	277 Pinnacle Arena Dr	2158841	06095	5825	Natural Gas	9/1/2022	175500	44.03
	277 Pinnacle Arena Dr	2163527	06095	5825	Natural Gas	10/6/2022	176657	45.65
	277 Pinnacle Arena Dr	2167635	06095	5825	Natural Gas	11/3/2022	177683	59.94
	277 Pinnacle Arena Dr	2171565	06095	5825	Natural Gas	12/8/2022	179813	138.88
Total - Black Hills Energy - 98079								332.53
City Controller - 129525								
	Festival Lot/Arena Dr 2022-23	2168830	06095	5621	Misc Contractual Services	11/9/2022	636195	58,871.00
Total - City Controller - 129525								58,871.00
City of Lincoln - Accounting Dept - 120272								
	City Staff 4th Qtr 2021-2022	2156505	06095	5621	Misc Contractual Services	8/17/2022	634658	102,944.75
	City Staff 1st Qtr 2022-2023	2172745	06095	5621	Misc Contractual Services	12/14/2022	636534	98,372.75
Total - City of Lincoln - Accounting Dept - 120272								201,317.50
City of Lincoln - Parking - 431100								
	JPA Parking Garage Mgmt 6/22	2154413	06095	5643	Deck 1 Mgmt Services	8/3/2022	634407	54,756.24
	JPA Parking Garage Mgmt 6/22	2154413	06095	5643	Deck 2 Mgmt Services	8/3/2022	634407	39,728.62
	JPA Parking Garage Mgmt 6/22	2154413	06095	5643	Deck 3 Mgmt Services	8/3/2022	634407	49,600.90
	JPA Parking Garage Mgmt 7/22	2157685	06095	5643	Deck 1 Mgmt Services	8/24/2022	634828	10,012.38
	JPA Parking Garage Mgmt 7/22	2157685	06095	5643	Deck 2 Mgmt Services	8/24/2022	634828	6,451.27
	JPA Parking Garage Mgmt 7/22	2157685	06095	5643	Deck 3 Mgmt Services	8/24/2022	634828	7,619.89
	Parking August 2022	2164667	06095	5643	Deck 1 Mgmt Services	10/12/2022	635752	143,743.42
	Parking August 2022	2164667	06095	5643	Deck 2 Mgmt Services	10/12/2022	635752	119,913.95
	Parking August 2022	2164667	06095	5643	Deck 3 Mgmt Services	10/12/2022	635752	109,642.48
	Parking September 2022	2167056	06095	5643	Deck 1 Mgmt Services	10/26/2022	635992	47,034.01
	Parking September 2022	2167056	06095	5643	Deck 2 Mgmt Services	10/26/2022	635992	38,849.42
	Parking September 2022	2167056	06095	5643	Deck 3 Mgmt Services	10/26/2022	635992	46,767.83
	Parking October 2022	2173752	06095	5643	Deck 1 Mgmt Services	12/21/2022	636730	45,016.42
	Parking October 2022	2173752	06095	5643	Deck 2 Mgmt Services	12/21/2022	636730	35,908.34
	Parking October 2022	2173752	06095	5643	Deck 3 Mgmt Services	12/21/2022	636730	43,393.14
Total - City of Lincoln - Parking - 431100								798,438.31
City of Lincoln - Parks & Rec Dept - 120264								
	Excess soil Harris Overpass	2156516	06095	5862	Grounds Maintenance	8/17/2022	634657	6,250.00
Total - City of Lincoln - Parks & Rec Dept - 120264								6,250.00

West Haymarket Joint Public Agency
Payment Register by Payee
8/01/2022 through 12/31/2022

Payee	Remark	Document Number	Business Unit	Obj Acct	Description	Payment Date	Payment Number	Amount
City Treasurer - 101418								
	Sept credit card fees	2164642	06095	5996	Credit Card/Bank Fees	10/12/2022	635750	11.21
	October credit card fees	2168835	06095	5996	Credit Card/Bank Fees	11/9/2022	636194	73.41
	October credit card fees	2171564	06095	5996	Credit Card/Bank Fees	12/7/2022	636409	32.32
Total - City Treasurer - 101418								116.94
City Treasurer - 113806								
	July credit card fees	2159521	06095	5996	Credit Card/Bank Fees	9/7/2022	635027	17.70
Total - City Treasurer - 113806								17.70
County/City Property Management - 77921								
	Acct #209-1 5/22	2155422	06095	5261	Postage	8/11/2022	174703	101.23
	Acct #209-1 6/22	2156522	06095	5261	Postage	8/18/2022	174959	124.94
	Acct #209-1 7/22	2156523	06095	5261	Postage	8/18/2022	174959	254.88
	Amtrak Station 22/23	2159515	06095	5870	Other Bldg Maintenance	9/8/2022	175651	5,303.22
	Acct #209-1 8/22	2161659	06095	5261	Postage	9/22/2022	176110	116.31
	JPA Acct #209-1	2165926	06095	5261	Postage	10/20/2022	177157	278.90
	Amtrak Station	2167639	06095	5870	Other Bldg Maintenance	11/3/2022	177669	62.55
	Amtrak Station - Door Repair	2168836	06095	5870	Other Bldg Maintenance	11/10/2022	177900	145.00
	JPA Acct #209-1	2173745	06095	5261	Postage	12/22/2022	180914	153.88
Total - County/City Property Management - 77921								6,540.91
Dennis Hoffman - 219070								
	Occupation tax refund	2159522	06094	3080	Hotel/Motel	9/7/2022	635029	50.00
Total - Dennis Hoffman - 219070								50.00
District Energy Corp - 588846								
	Customer ID 0005	2156524	06095	5835	Thermal Heating & Cooling	8/18/2022	175074	230,787.65
	Customer Id 0005	2160336	06095	5835	Thermal Heating & Cooling	9/15/2022	175947	228,563.75
	Customer Id 0005	2165924	06095	5835	Thermal Heating & Cooling	10/20/2022	177277	222,055.40
	Customer Id 0005	2168829	06095	5835	Thermal Heating & Cooling	11/10/2022	178025	217,136.75
	Customer Id 0005	2172741	06095	5835	Thermal Heating & Cooling	12/15/2022	180445	228,108.80
Total - District Energy Corp - 588846								1,126,652.35
Forvis LLP - 406174								
		2159523	06095	5624	Auditing Service	9/8/2022	175688	4,500.00
WHJPA #0081643		2172743	06095	5624	Auditing Service	12/15/2022	180416	13,000.00

West Haymarket Joint Public Agency
Payment Register by Payee
8/01/2022 through 12/31/2022

Payee	Remark	Document Number	Business Unit	Obj Acct	Description	Payment Date	Payment Number	Amount
Total - Forvis LLP - 406174								17,500.00
Gilmore & Bell PC - 366993								
	Post Issuance Tax Compliance	2157496	06095	5621	Misc Contractual Services	8/25/2022	175310	2,840.90
Total - Gilmore & Bell PC - 366993								2,840.90
Information Services - 98642								
	JPA FY 2022-23	2164640	06095	5631	Data Processing Service	10/12/2022	635749	749.00
Total - Information Services - 98642								749.00
Lancaster County Treasurer - 77462								
	Maintenance WHM	2173718	06095	5856	City Share Linc Center Maint	12/22/2022	180912	2,988.63
	Maintenance WHM	2173722	06095	5856	City Share Linc Center Maint	12/22/2022	180912	244.88
	Maintenance WHM	2173725	06095	5856	City Share Linc Center Maint	12/22/2022	180912	2,616.28
	Maintenance WHM	2173726	06095	5856	City Share Linc Center Maint	12/22/2022	180912	2,825.62
	Maintenance WHM	2173727	06095	5856	City Share Linc Center Maint	12/22/2022	180912	1,404.29
	Maintenance WHM	2173728	06095	5856	City Share Linc Center Maint	12/22/2022	180912	9,741.32
	Maintenance WHM	2173729	06095	5856	City Share Linc Center Maint	12/22/2022	180912	239.77
Total - Lancaster County Treasurer - 77462								20,060.79
Lincoln Electric System - 53356								
	605 N 8th ST PK LOT LGH	2155418	06095	5821	Electricity - Bldg & Grnds	8/11/2022	174693	45.98
	200 N 7th ST	2155419	06095	5821	Electricity - Bldg & Grnds	8/11/2022	174693	118.83
	277 PINNACLE ARENA DR	2155420	06095	5821	Electricity - Bldg & Grnds	8/11/2022	174693	614.90
	605 N 8th st pk lot LGH	2159518	06095	5821	Electricity - Bldg & Grnds	9/8/2022	175642	46.42
	277 Pinnacle Arena Dr	2159519	06095	5821	Electricity - Bldg & Grnds	9/8/2022	175642	572.50
	200 N 7th St	2159520	06095	5821	Electricity - Bldg & Grnds	9/8/2022	175642	115.28
	200 N 7th ST	2164644	06095	5821	Electricity - Bldg & Grnds	10/13/2022	176816	127.22
	605 N 8th ST PK LOT LGH	2164646	06095	5821	Electricity - Bldg & Grnds	10/13/2022	176816	51.26
	277 Pinnacle Arena Dr	2164649	06095	5821	Electricity - Bldg & Grnds	10/13/2022	176816	561.28
	200 N 7th	2168832	06095	5821	Electricity - Bldg & Grnds	11/10/2022	177876	110.78
	605 N 8th St PK LOT LGH	2168833	06095	5821	Electricity - Bldg & Grnds	11/10/2022	177876	44.89
	277 Pinnacle Arena Dr	2168834	06095	5821	Electricity - Bldg & Grnds	11/10/2022	177876	320.04
	200 N 7th St	2171566	06095	5821	Electricity - Bldg & Grnds	12/8/2022	179773	111.09
	605 N 8th St PK Lot LGH	2171567	06095	5821	Electricity - Bldg & Grnds	12/8/2022	179773	44.44
	277 Pinnacle Arena Dr	2171568	06095	5821	Electricity - Bldg & Grnds	12/8/2022	179773	312.32
Total - Lincoln Electric System - 53356								3,197.23
Lincoln Journal Star - 38391								

West Haymarket Joint Public Agency
Payment Register by Payee
8/01/2022 through 12/31/2022

Payee	Remark	Document Number	Business Unit	Obj Acct	Description	Payment Date	Payment Number	Amount
	118-60115244	2157687	06095	5952	Advertising/Media Serv	8/25/2022	175218	18.65
	Acct 118-60115244	2160337	06095	5952	Advertising/Media Serv	9/15/2022	175796	46.35
Total - Lincoln Journal Star - 38391								65.00
Lincoln Water System - 98415								
	277 Pinnacle Arena Dr	2158840	06095	5830	Water	8/31/2022	634933	252.88
	277 Pinnacle Arena	2167055	06095	5830	Water	10/26/2022	635991	241.23
	277 Pinnacle Arena	2174967	06095	5830	Water	12/28/2022	636826	244.92
Total - Lincoln Water System - 98415								739.03
Maddie Smith - 626954								
	Blue 3 Garage Refund	2171956	06096	3941.63	Deck 3-Lease	12/14/2022	636658	75.00
Total - Maddie Smith - 626954								75.00
Midwest Alarm Services - 620543								
	Customer 900508-11	2156510	06095	5683	Fire Alarm Monitoring	8/18/2022	175159	33.90
	Customer 900508-11	2160334	06095	5683	Fire Alarm Monitoring	9/15/2022	176013	33.90
	Account #900508-11	2165925	06095	5683	Fire Alarm Monitoring	10/20/2022	177349	33.90
	Customer 900508-11	2169732	06095	5683	Fire Alarm Monitoring	12/1/2022	179388	33.90
	Customer 900508-11	2172742	06095	5683	Fire Alarm Monitoring	12/15/2022	180524	33.90
	Customer 900508-11	2174968	06095	5683	Fire Alarm Monitoring	12/29/2022	181580	100.00
Total - Midwest Alarm Services - 620543								269.50
MTZ Construction - 607006								
	ADA Improvements PBA	2154409	06095	5868	Endowment Maint & Repair	8/4/2022	174608	32,136.25
Total - MTZ Construction - 607006								32,136.25
Olsson Inc - 37233								
	ON CALL SERV WH01283	2157679	06095	5628	Consultant Services	8/25/2022	175213	1,021.25
Total - Olsson Inc - 37233								1,021.25
Overhead Door Company of Lincoln Inc - 34059								
	Amtrak 7/10/22	2156500	06095	5870	Other Bldg Maintenance	8/17/2022	634656	145.00
Total - Overhead Door Company of Lincoln Inc - 34059								145.00
Pinnacle Bank Arena - 604774								
	June 2022	2155424	06095	5870	Other Bldg Maintenance	8/11/2022	174807	22,165.07

West Haymarket Joint Public Agency
Payment Register by Payee
8/01/2022 through 12/31/2022

Payee	Remark	Document Number	Business Unit	Obj Acct	Description	Payment Date	Payment Number	Amount
	June 2022	2155424	06095	6068	Concession Equipment	8/11/2022	174807	892.75
	June 2022	2155424	06095	6076	Miscellaneous Equipment	8/11/2022	174807	6,023.54
	Refund for DEC overpayment	2158850	06095	4101	Refunds - Prior Year	9/1/2022	175572	8,708.00
	Arena Repairs/Maint/CIP 7/22	2160316	06095	5870	Other Bldg Maintenance	9/15/2022	175973	61,009.42
	Arena Repairs/Maint/CIP 7/22	2160316	06095	6068	Concession Equipment	9/15/2022	175973	4,691.25
	Arena Repairs/Maint/CIP 7/22	2160316	06095	6069	Data Processing Equipment	9/15/2022	175973	5,332.00
	Arena Repairs/Maint/CIP 7/22	2160316	06095	6076	Miscellaneous Equipment	9/15/2022	175973	3,943.60
	Sponsorship/Op Increment Qtr 1	2160332	06095	5643	Management Services	9/15/2022	175973	250,000.00
	Sponsorship/Op Increment Qtr 1	2160332	06097	5643	Management Services	9/15/2022	175973	150,000.00
	Arena Repairs/Maint/& CIP 8/22	2164675	06095	5870	Other Bldg Maintenance	10/13/2022	176982	66,503.09
	Arena Repairs/Maint/& CIP 8/22	2164675	06095	6069	Data Processing Equipment	10/13/2022	176982	7,440.00
	Arena Repairs/Maint/& CIP 8/22	2164675	06095	6076	Miscellaneous Equipment	10/13/2022	176982	7,056.80
	Arena Repairs/Maint 10/2022	2168837	06095	5870	Other Bldg Maintenance	11/10/2022	178061	64,236.75
	Arena Repairs/Maint 10/2022	2168837	06095	6068	Concession Equipment	11/10/2022	178061	8,563.00
	Arena Repairs & Maint - Oct 22	2171575	06095	5862	Grounds Maintenance	12/8/2022	179936	4,417.05
	Arena Repairs & Maint - Oct 22	2171575	06095	5870	Other Bldg Maintenance	12/8/2022	179936	16,317.30
	Arena Repairs & Maint - Oct 22	2171575	06095	6068	Concession Equipment	12/8/2022	179936	1,652.40
	Arena Repairs & Maint - Oct 22	2171575	06095	6069	Data Processing Equipment	12/8/2022	179936	5,794.20
	Sponsorship/Op Increment Qtr 2	2173735	06095	5643	Management Services	12/22/2022	181043	250,000.00
	Sponsorship/Op Increment Qtr 2	2173735	06097	5643	Management Services	12/22/2022	181043	150,000.00
	Arena Repairs, Maint. Nov 22	2174969	06095	5870	Other Bldg Maintenance	12/29/2022	181542	34,260.21
Total - Pinnacle Bank Arena - 604774								1,129,006.43
Project Control of Texas, Inc - 598263								
	Project Management Services	2164792	06095	5621	Misc Contractual Services	10/13/2022	176969	2,310.50
	Project Management Services	2166222	06095	5621	Misc Contractual Services	10/20/2022	177293	342.50
	PROJECT MGT SERVICES	2166223	06095	5621	Misc Contractual Services	10/20/2022	177293	269.25
	Project Management Services	2166524	06095	5621	Misc Contractual Services	10/27/2022	177525	1,777.00
	PROJECT MGT SERVICES	2168838	06095	5621	Misc Contractual Services	11/10/2022	178052	934.75
	PROJECT MGT SERVICES	2174461	06095	5621	Misc Contractual Services	12/29/2022	181533	3,401.00
Total - Project Control of Texas, Inc - 598263								9,035.00
Public Building Commission - 102154								
	space rental	2155421	06095	5928	Rent of Co/City Bldg Space	8/11/2022	174715	86.10
	space rental	2155421	06095	5931	Parking Rent Bldg Comm	8/11/2022	174715	8.75
	Space Rental 09/22	2161660	06095	5928	Rent of Co/City Bldg Space	9/22/2022	176128	86.10
	Space Rental 09/22	2161660	06095	5931	Parking Rent Bldg Comm	9/22/2022	176128	8.75
	space rental	2164651	06095	5928	Rent of Co/City Bldg Space	10/13/2022	176872	86.10
	space rental	2164651	06095	5931	Parking Rent Bldg Comm	10/13/2022	176872	8.75
	Space Rental 11/22	2169728	06095	5931	Parking Rent Bldg Comm	12/1/2022	179291	94.85
	Space Rental 12/22	2172739	06095	5931	Parking Rent Bldg Comm	12/15/2022	180376	94.85

West Haymarket Joint Public Agency
Payment Register by Payee
8/01/2022 through 12/31/2022

Payee	Remark	Document Number	Business Unit	Obj Acct	Description	Payment Date	Payment Number	Amount
Total - Public Building Commission - 102154								474.25
Risk Management - 120299								
	Liability Insurance FY 2022-23	2169731	06095	5783	General Liability	11/29/2022	636289	32,774.00
	Liability Insurance FY 2022-23	2169731	06095	5794	Public Officials	11/29/2022	636289	30,277.00
Total - Risk Management - 120299								63,051.00
The Home Agency - 625206								
	Partial Refund-PBA Club Seats	2154415	06094	3526	The Home Agency	8/3/2022	634408	750.00
	Partial Refund-PBA Club Seats	2154415	950	2140	Due State For Sales Tax	8/3/2022	634408	10.88
Total - The Home Agency - 625206								760.88
Union Bank & Trust Company - 324566								
	WHJPA Series 2010A 10/21-9/22	2164655	195011	6233	Bd Trustee Pmt-Serv Chg	10/12/2022	635751	524.00
	WHJPA Series 2010A 12/22	2171569	195011	6234	Bd Trustee Pmt-Principal	12/7/2022	636431	2,585,000.00
	WHJPA Series 2010A 12/22	2171569	195011	6235	Bd Trustee Pmt-Interest	12/7/2022	636431	2,237,818.35
	WHJPA Series 2010B 12/22	2171570	195021	6234	Bd Trustee Pmt-Principal	12/7/2022	636431	2,585,000.00
	WHJPA Series 2010B 12/22	2171570	195021	6235	Bd Trustee Pmt-Interest	12/7/2022	636431	1,754,425.59
	WHJPA Series 2010C 12/22	2171572	195021	6235	Bd Trustee Pmt-Interest	12/7/2022	636431	1,081,153.88
	WHJPA Series 2013 12/22	2171573	195041	6234	Bd Trustee Pmt-Principal	12/7/2022	636431	690,000.00
	WHJPA Series 2013 12/22	2171573	195041	6235	Bd Trustee Pmt-Interest	12/7/2022	636431	490,524.53
	WHJPA 2019 12/22	2171574	195051	6234	Bd Trustee Pmt-Principal	12/7/2022	636431	3,890,000.00
	WHJPA 2019 12/22	2171574	195051	6235	Bd Trustee Pmt-Interest	12/7/2022	636431	1,434,446.43
	WHJPA Series 2019 12/21-11/22	2172746	195051	6233	Bd Trustee Pmt-Serv Chg	12/14/2022	636580	624.00
Total - Union Bank & Trust Company - 324566								16,749,516.78
University of Nebraska-Lincoln - 118009								
	loge & suite season tickets	2159516	06095	5621	Misc Contractual Services	9/7/2022	635028	80,000.00
	loge & suite season tickets	2159517	06095	5621	Misc Contractual Services	9/7/2022	635028	172,500.00
Total - University of Nebraska-Lincoln - 118009								252,500.00
Visual Edge IT Inc - 616389								
	Copier Midwest Office	2154380	06095	5762	Photocopying	8/4/2022	174626	18.92
	Copy Machine	2158124	06095	5762	Photocopying	9/1/2022	175588	7.80
	COPY MACHINE	2162442	06095	5762	Photocopying	9/29/2022	176538	16.64
	Printer copies	2168244	06095	5762	Photocopying	11/10/2022	178099	12.84
	Copy Machines	2171317	06095	5762	Photocopying	12/8/2022	179976	16.03

West Haymarket Joint Public Agency
Payment Register by Payee
8/01/2022 through 12/31/2022

Payee	Remark	Document Number	Business Unit	Obj Acct	Description	Payment Date	Payment Number	Amount
Total - Visual Edge IT Inc - 616389								72.23
Windstream - 76881								
	Billing Number 402-477-6387	2155423	06095	5829	Telephone	8/11/2022	174701	117.66
	091500791	2159514	06095	5829	Telephone	9/8/2022	175650	44.48
	091500791	2159514	06095	5829	Telephone	9/8/2022	175650	71.88
	402-477-6387	2163526	06095	5829	Telephone	10/6/2022	176641	116.36
	402-477-6387	2168831	06095	5829	Telephone	11/10/2022	177894	112.25
	405-477-6387	2171563	06095	5829	Telephone	12/8/2022	179790	112.46
Total - Windstream - 76881								575.09
Grand Total								20,482,377.85

**West Haymarket Joint Public Agency
Operating Expenditure Report
For the period ending 12/31/2022**

Fund Group	Original Budget YTD December 2022	Prior Year Carryover and Revisions YTD December 2022	Total Budget YTD December 2022	Actual YTD December 2022	Encumbered YTD December 2022	Available Balance
51 - JPA						
00950 - West Haymarket Revenue						
11 - Materials & Supplies						
5221. - Office Supplies	250.00	0.00	250.00	0.00	0.00	250.00
5261. - Postage	3,000.00	0.00	3,000.00	549.09	0.00	2,450.91
5323. - Bldg Maint Supplies	500.00	0.00	500.00	0.00	0.00	500.00
Total - 11 - Materials & Supplies	3,750.00	0.00	3,750.00	549.09	0.00	3,200.91
12 - Other Services & Charges						
5621. - Misc Contractual Services	822,362.00	0.00	822,362.00	418,778.75	40,965.00	362,618.25
5624. - Auditing Service	20,300.00	0.00	20,300.00	17,500.00	0.00	2,800.00
5628. - Consultant Services	73,074.00	0.00	73,074.00	0.00	0.00	73,074.00
5631. - Data Processing Service	749.00	0.00	749.00	749.00	0.00	0.00
5633. - Software	100,000.00	0.00	100,000.00	0.00	0.00	100,000.00
5635. - Delivery Service	500.00	0.00	500.00	0.00	0.00	500.00
5643. - Management Services	1,786,500.00	0.00	1,786,500.00	800,000.00	0.00	986,500.00
5643.61 - Deck 1 Mgmt Services	872,850.00	0.00	872,850.00	278,966.15	0.00	593,883.85
5643.62 - Deck 2 Mgmt Services	518,409.00	0.00	518,409.00	227,793.70	0.00	290,615.30
5643.63 - Deck 3 Mgmt Services	602,948.00	0.00	602,948.00	238,973.52	0.00	363,974.48
5683.04 - Snow Removal	500.00	0.00	500.00	0.00	0.00	500.00
5683.05 - Fire Alarm Monitoring	650.00	0.00	650.00	235.60	0.00	414.40
5762. - Photocopying	400.00	0.00	400.00	67.34	0.00	332.66
5763. - Printing	200.00	0.00	200.00	0.00	0.00	200.00
5783. - General Liability	32,774.00	0.00	32,774.00	32,774.00	0.00	0.00
5786. - Property	251,615.00	0.00	251,615.00	0.00	0.00	251,615.00
5794. - Public Officials	30,277.00	0.00	30,277.00	30,277.00	0.00	0.00
5795. - Misc Insurance Floater	4,587.00	0.00	4,587.00	0.00	0.00	4,587.00
5821. - Electricity - Bldg & Grnds	7,000.00	0.00	7,000.00	2,417.52	0.00	4,582.48
5825. - Natural Gas	1,800.00	0.00	1,800.00	560.50	0.00	1,239.50
5829. - Telephone	1,550.00	0.00	1,550.00	457.43	0.00	1,092.57
5830. - Water	1,700.00	0.00	1,700.00	486.15	0.00	1,213.85
5835. - Thermal Heating & Cooling	3,460,000.00	0.00	3,460,000.00	895,864.70	0.00	2,564,135.30
5856. - City Share Linc Center Maint	21,000.00	0.00	21,000.00	20,060.79	0.00	939.21
5862. - Grounds Maintenance	15,000.00	0.00	15,000.00	4,417.05	0.00	10,582.95
5870. - Other Bldg Maintenance	416,724.00	0.00	416,724.00	186,828.12	0.00	229,895.88
5928. - Rent of Co/City Bldg Space	1,055.00	0.00	1,055.00	344.40	0.00	710.60
5931. - Parking Rent Bldg Comm	105.00	0.00	105.00	35.00	0.00	70.00
5952. - Advertising/Media Serv	1,560.00	0.00	1,560.00	46.35	0.00	1,513.65
5993. - Fees Paid to State of NE	45.00	0.00	45.00	0.00	0.00	45.00
5996. - Credit Card/Bank Fees	7,500.00	0.00	7,500.00	134.64	0.00	7,365.36
Total - 12 - Other Services & Charges	9,053,734.00	0.00	9,053,734.00	3,157,767.71	40,965.00	5,855,001.29
13 - Capital Outlay - Equipment						
6068. - Concession Equipment	475,000.00	0.00	475,000.00	10,215.40	0.00	464,784.60

West Haymarket Joint Public Agency
Operating Expenditure Report
For the period ending 12/31/2022

Fund Group	Original Budget YTD December 2022	Prior Year Carryover and Revisions YTD December 2022	Total Budget YTD December 2022	Actual YTD December 2022	Encumbered YTD December 2022	Available Balance
6069. - Data Processing Equipment	0.00	0.00	0.00	13,234.20	0.00	-13,234.20
6076. - Miscellaneous Equipment	953,000.00	0.00	953,000.00	7,056.80	0.00	945,943.20
Total - 13 - Capital Outlay - Equipment	1,428,000.00	0.00	1,428,000.00	30,506.40	0.00	1,397,493.60
14 - Capital Outlay - Improvements						
6132. - Buildings	2,435,000.00	0.00	2,435,000.00	0.00	0.00	2,435,000.00
6140. - Grounds Improvements	769,600.00	0.00	769,600.00	0.00	0.00	769,600.00
6142. - Sewer System	97,200.00	0.00	97,200.00	0.00	0.00	97,200.00
Total - 14 - Capital Outlay - Improvements	3,301,800.00	0.00	3,301,800.00	0.00	0.00	3,301,800.00
15 - Debt Service						
6233. - Bd Trustee Pmt-Serv Chg	2,720.00	0.00	2,720.00	1,148.00	0.00	1,572.00
6234. - Bd Trustee Pmt-Principal	9,750,000.00	0.00	9,750,000.00	9,750,000.00	0.00	0.00
6235. - Bd Trustee Pmt-Interest	13,816,159.00	0.00	13,816,159.00	6,998,368.78	0.00	6,817,790.22
Total - 15 - Debt Service	23,568,879.00	0.00	23,568,879.00	16,749,516.78	0.00	6,819,362.22
Total - 00950 - West Haymarket Revenue	37,356,163.00	0.00	37,356,163.00	19,938,339.98	40,965.00	17,376,858.02
Total - 51 - JPA	37,356,163.00	0.00	37,356,163.00	19,938,339.98	40,965.00	17,376,858.02
Grand Total	37,356,163.00	0.00	37,356,163.00	19,938,339.98	40,965.00	17,376,858.02

**West Haymarket Joint Public Agency
Operating Expenditure Report
For the period ending 8/31/2022**

Fund Group	Original Budget YTD August 2022	Prior Year Carryover and Revisions YTD August 2022	Total Budget YTD August 2022	Actual YTD August 2022	Encumbered YTD August 2022	Available Balance
51 - JPA						
00950 - West Haymarket Revenue						
11 - Materials & Supplies						
5221. - Office Supplies	250.00	0.00	250.00	0.00	0.00	250.00
5261. - Postage	2,500.00	0.00	2,500.00	2,318.54	0.00	181.46
5323. - Bldg Maint Supplies	500.00	0.00	500.00	0.00	0.00	500.00
Total - 11 - Materials & Supplies	3,250.00	0.00	3,250.00	2,318.54	0.00	931.46
12 - Other Services & Charges						
5621. - Misc Contractual Services	922,166.00	0.00	922,166.00	817,208.90	35,495.00	69,462.10
5624. - Auditing Service	19,700.00	0.00	19,700.00	15,200.00	0.00	4,500.00
5628. - Consultant Services	73,074.00	0.00	73,074.00	1,888.00	11,186.00	60,000.00
5631. - Data Processing Service	1,277.00	0.00	1,277.00	1,277.00	0.00	0.00
5633. - Software	95,000.00	0.00	95,000.00	0.00	0.00	95,000.00
5635. - Delivery Service	500.00	0.00	500.00	70.13	0.00	429.87
5643. - Management Services	1,680,000.00	0.00	1,680,000.00	1,675,176.00	0.00	4,824.00
5643.61 - Deck 1 Mgmt Services	868,160.00	0.00	868,160.00	532,371.33	0.00	335,788.67
5643.62 - Deck 2 Mgmt Services	496,695.00	0.00	496,695.00	387,166.50	0.00	109,528.50
5643.63 - Deck 3 Mgmt Services	583,384.00	0.00	583,384.00	462,050.21	0.00	121,333.79
5683.04 - Snow Removal	2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
5683.05 - Fire Alarm Monitoring	500.00	0.00	500.00	506.80	0.00	-6.80
5762. - Photocopying	500.00	0.00	500.00	176.26	0.00	323.74
5763. - Printing	250.00	0.00	250.00	40.25	0.00	209.75
5783. - General Liability	26,509.00	0.00	26,509.00	26,509.00	0.00	0.00
5786. - Property	185,435.00	0.00	185,435.00	185,435.00	0.00	0.00
5794. - Public Officials	28,119.00	0.00	28,119.00	28,119.00	0.00	0.00
5795. - Misc Insurance Floater	4,099.00	0.00	4,099.00	4,099.00	0.00	0.00
5821. - Electricity - Bldg & Grnds	7,500.00	0.00	7,500.00	6,764.66	0.00	735.34
5825. - Natural Gas	1,500.00	0.00	1,500.00	1,588.73	0.00	-88.73
5829. - Telephone	1,450.00	0.00	1,450.00	1,368.03	0.00	81.97
5830. - Water	1,500.00	0.00	1,500.00	1,603.83	0.00	-103.83
5835. - Thermal Heating & Cooling	2,920,000.00	0.00	2,920,000.00	2,748,689.95	0.00	171,310.05
5856. - City Share Linc Center Maint	21,000.00	0.00	21,000.00	19,815.70	0.00	1,184.30
5862. - Grounds Maintenance	18,000.00	0.00	18,000.00	6,250.00	0.00	11,750.00
5870. - Other Bldg Maintenance	401,194.00	0.00	401,194.00	362,470.41	0.00	38,723.59
5924. - Rent of Machinery & Equip	0.00	0.00	0.00	29,070.00	0.00	-29,070.00
5928. - Rent of Co/City Bldg Space	1,055.00	0.00	1,055.00	1,033.20	0.00	21.80
5931. - Parking Rent Bldg Comm	105.00	0.00	105.00	105.00	0.00	0.00
5952. - Advertising/Media Serv	1,560.00	0.00	1,560.00	303.49	0.00	1,256.51
5993. - Fees Paid to State of NE	25.00	0.00	25.00	25.00	0.00	0.00
5996. - Credit Card/Bank Fees	7,500.00	0.00	7,500.00	345.00	0.00	7,155.00
Total - 12 - Other Services & Charges	8,370,257.00	0.00	8,370,257.00	7,316,726.38	46,681.00	1,006,849.62

West Haymarket Joint Public Agency
Operating Expenditure Report
For the period ending 8/31/2022

Fund Group	Original Budget YTD August 2022	Prior Year Carryover and Revisions YTD August 2022	Total Budget YTD August 2022	Actual YTD August 2022	Encumbered YTD August 2022	Available Balance
13 - Capital Outlay - Equipment						
6068. - Concession Equipment	475,000.00	0.00	475,000.00	8,826.28	0.00	466,173.72
6069. - Data Processing Equipment	0.00	0.00	0.00	9,337.00	0.00	-9,337.00
6076. - Miscellaneous Equipment	700,000.00	0.00	700,000.00	76,743.64	0.00	623,256.36
Total - 13 - Capital Outlay - Equipment	1,175,000.00	0.00	1,175,000.00	94,906.92	0.00	1,080,093.08
14 - Capital Outlay - Improvements						
6132. - Buildings	1,855,000.00	0.00	1,855,000.00	10,670.00	0.00	1,844,330.00
6140. - Grounds Improvements	824,600.00	0.00	824,600.00	0.00	0.00	824,600.00
6142. - Sewer System	97,200.00	0.00	97,200.00	0.00	0.00	97,200.00
Total - 14 - Capital Outlay - Improvements	2,776,800.00	0.00	2,776,800.00	10,670.00	0.00	2,766,130.00
15 - Debt Service						
6233. - Bd Trustee Pmt-Serv Chg	2,620.00	0.00	2,620.00	3,539.33	0.00	-919.33
6234. - Bd Trustee Pmt-Principal	5,675,000.00	0.00	5,675,000.00	5,675,000.00	0.00	0.00
6235. - Bd Trustee Pmt-Interest	14,111,361.00	0.00	14,111,361.00	14,111,352.08	0.00	8.92
Total - 15 - Debt Service	19,788,981.00	0.00	19,788,981.00	19,789,891.41	0.00	-910.41
Total - 00950 - West Haymarket Revenue	32,114,288.00	0.00	32,114,288.00	27,214,513.25	46,681.00	4,853,093.75

West Haymarket Joint Public Agency
Statement of Revenues and Expenditures
 As of 12/31/2022

	JPA Total
Revenues:	
Occupation Taxes	7,303,951.65
Intergovernmental	1,776,472.72
Permits & Fees - P/F	941.25
Reimbursement for Serv -R/S	621,087.34
Interest	136,760.48
Suite and Premium Seating	628,715.90
Facility Lease & Other Rent	29,244.93
Parking Revenue - R/S	1,180,321.44
Naming Rights & Sponsorship	20,000.00
Miscellaneous	817.50
Total Revenue	11,698,313.21
Expenditures:	
General Government	3,188,823.20
Debt Service-Service Charge	1,148.00
Debt Service P & I	16,748,368.78
Total Expenditures	19,938,339.98
Excess (Deficiency) of Revenue Over Expenditures	(8,240,026.77)
Other Financing Sources (Uses):	
Total Other Financing Sources (Uses)	
Excess (Deficiency) of Revenues And Other Financing Sources Over Expenditures and Other Uses	(8,240,026.77)
Fund Balance Beginning of Year	46,481,954.09
Fund Balance End of Year	38,241,927.32

Pinnacle Bank Arena
Income Statement
For the Three Months Ending November 30, 2022

	Year to Date Actual	Year to Date Budget	Year to Date Variance	Annual Budget
EVENT INCOME				
Direct Event Income				
Rental Income	\$ 187,175	262,400	(75,225)	\$ 886,600
Service Revenue	398,572	628,800	(230,228)	2,326,075
Service Expenses	(567,137)	(853,649)	286,512	(3,035,943)
Total Direct Event Income	18,610	37,551	(18,941)	176,732
Ancillary Income				
F & B Concessions	406,943	485,100	(78,157)	1,896,690
F & B Catering	104,686	92,101	12,585	359,302
Novelty Sales	18,039	28,452	(10,413)	105,882
F & B Premium	45,927	43,058	2,869	144,298
Parking	233,285	238,418	(5,133)	279,577
Total Ancillary Income	808,880	887,129	(78,249)	2,785,749
Other Event Income				
Premium	11,581	26,000	(14,419)	81,800
Ticket Commissions	204,191	243,917	(39,726)	975,152
Facility Fees	76,896	92,026	(15,130)	372,060
Total Other Event Income	292,668	361,943	(69,275)	1,429,012
Total Event Income	1,120,158	1,286,623	(166,465)	4,391,493
Other Operating Income	275,433	260,376	15,057	1,049,000
JPA Operational Increment	150,000	150,000	0	600,000
Adjusted Gross Income	1,545,591	1,696,999	(151,408)	6,040,493
INDIRECT EXPENSES				
Salaries & Wages	938,020	1,016,426	(78,406)	4,058,075
Payroll Taxes & Benefits	197,930	255,825	(57,895)	1,023,270
Labor Allocations to Events	(315,460)	(377,066)	61,606	(1,500,652)
Net Salaries and Benefits	820,490	895,185	(74,695)	3,580,693
Contracted Services	234	999	(765)	4,000
General and Administrative	103,240	118,926	(15,686)	472,800
Operating	16,264	21,082	(4,818)	83,200
Repairs & Maintenance	627	1,626	(999)	6,500
Operational Supplies	15,060	37,440	(22,380)	149,500
Insurance	93,081	85,950	7,131	342,800
Utilities	260,574	300,499	(39,925)	1,171,000
Other	569	0	569	0
SMG Management Fees	57,971	57,501	470	230,000
Total Indirect Expenses	1,368,110	1,519,208	(151,098)	6,040,493
Net Income (Loss)	177,481	177,791	(310)	0
Beginning Retained Earnings	1,696,247	1,696,247	0	1,696,247
Net Income (Loss)	177,481	177,791	(310)	0
Ending Retained Earnings	\$ 1,873,728	\$ 1,874,038	(310)	1,696,247

Pinnacle Bank Arena
Income Statement
For the Twelve Months Ending August 31, 2022

	Year to Date Actual	Year to Date Budget	Year to Date Variance	Annual Budget
EVENT INCOME				
Direct Event Income				
Rental Income	\$ 3,820,068	915,650	2,904,418	\$ 915,650
Service Revenue	2,457,976	2,611,300	(153,324)	2,611,300
Service Expenses	(5,876,508)	(3,504,584)	(2,371,924)	(3,504,584)
Total Direct Event Income	401,536	22,366	379,170	22,366
Ancillary Income				
F & B Concessions	2,179,834	1,611,434	568,400	1,611,434
F & B Catering	302,773	220,886	81,887	220,886
Novelty Sales	148,923	132,530	16,393	132,530
F & B Premium	259,692	146,564	113,128	146,564
Parking	266,627	295,124	(28,497)	295,124
Total Ancillary Income	3,157,849	2,406,538	751,311	2,406,538
Other Event Income				
Premium	74,121	90,100	(15,979)	90,100
Ticket Commissions	1,388,230	736,060	652,170	736,060
Facility Fees	528,492	371,068	157,424	371,068
Total Other Event Income	1,990,843	1,197,228	793,615	1,197,228
Total Event Income	5,550,228	3,626,132	1,924,096	3,626,132
Other Operating Income	1,068,172	1,046,000	22,172	1,046,000
JPA Operational Increment	600,000	600,000	0	600,000
NE Event Center Stabilization	0	0	0	0
Adjusted Gross Income	7,218,400	5,272,132	1,946,268	5,272,132
INDIRECT EXPENSES				
Salaries & Wages	3,941,841	4,202,959	(261,118)	4,202,959
Payroll Taxes & Benefits	907,994	996,217	(88,223)	996,217
Labor Allocations to Events	(1,535,979)	(1,785,644)	249,665	(1,785,644)
Net Salaries and Benefits	3,313,856	3,413,532	(99,676)	3,413,532
Contracted Services	132	4,000	(3,868)	4,000
General and Administrative	421,787	375,400	46,387	375,400
Operating	75,064	82,700	(7,636)	82,700
Repairs & Maintenance	2,484	6,300	(3,816)	6,300
Operational Supplies	150,308	140,500	9,808	140,500
Insurance	315,548	207,700	107,848	207,700
Utilities	1,108,774	1,071,000	37,774	1,071,000
Other	511	0	511	0
SMG Management Fees	228,794	221,000	7,794	221,000
Total Indirect Expenses	5,617,258	5,522,132	95,126	5,522,132
Net Income (Loss)	1,601,142	(250,000)	1,851,142	(250,000)
Beginning Retained Earnings	95,111	95,111	0	95,111
Net Income (Loss)	1,601,142	(250,000)	1,851,142	(250,000)
Ending Retained Earnings	\$ 1,696,253	\$ (154,889)	1,851,142	(154,889)

RESOLUTION NO.

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

3 That the attached Amended Operating Budget for September 1, 2022 to August 31, 2023
4 is hereby adopted as the West Haymarket Joint Public Agency Operating Budget for FY
5 2022/2023. As amended, the Operating Budget includes an additional line item expenditure of
6 \$1,500,000 for the Lincoln Youth Complex Sports Fields contribution.

Adopted this _____ day of January, 2023.

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

Tammy Ward

West Haymarket Joint Public Agency
Operating Budget and Capital Improvement Program
September 1, 2022 - August 31, 2023
Amended 12/9/2022

	Amended Budget		
	Actual 2020-21	Actual 2021-22	2022-23
Cash Transfer In	\$ -	\$ -	\$ 311,561
Occupation Taxes	\$ 15,802,297	\$ 19,817,090	\$ 20,041,826
Fees	\$ 2,960	\$ 6,251	\$ 3,000
Intergovernmental Revenue	\$ 3,647,762	\$ 3,585,254	\$ 3,518,179
Interest Income	\$ 564,906	\$ 375,155	\$ 412,300
Rental Income	\$ 2,243,096	\$ 2,895,204	\$ 2,870,144
Reimbursement for Services	\$ 1,897,701	\$ 1,946,563	\$ 2,230,000
Parking Revenue	\$ 1,517,249	\$ 3,153,037	\$ 3,090,000
Miscellaneous	\$ 1,025,144	\$ 1,262,740	\$ 1,262,146
Sale of Assets	\$ 531,964	\$ -	\$ -
Total Revenues	\$ 27,233,079	\$ 33,041,294	\$ 33,739,156
Materials & Supplies			
Office Supplies	\$ -	\$ -	\$ 250
Postage	\$ 2,752	\$ 2,319	\$ 3,000
Bldg Maint Supplies	\$ -	\$ -	\$ 500
Materials & Supplies	\$ 2,752	\$ 2,319	\$ 3,750
Other Services & Charges			
Misc Contractual Services	\$ 523,382	\$ 817,209	\$ 822,362
Auditing Service	\$ 19,130	\$ 15,200	\$ 20,300
Consultant Services	\$ 3,524	\$ 1,888	\$ 73,074
Data Processing Service	\$ 1,248	\$ 1,277	\$ 749
Software	\$ 32,500	\$ -	\$ 100,000
Delivery Service	\$ 221	\$ 70	\$ 500
Management Services	\$ 1,802,568	\$ 1,675,176	\$ 1,786,500
Parking Deck 1 Mgmt Services	\$ 624,926	\$ 532,371	\$ 872,850
Parking Deck 2 Mgmt Services	\$ 364,921	\$ 387,167	\$ 518,409
Parking Deck 3 Mgmt Services	\$ 408,460	\$ 462,050	\$ 602,948
Snow Removal	\$ -	\$ -	\$ 500
Fire Alarm Monitoring	\$ 407	\$ 507	\$ 650
Photocopying	\$ 206	\$ 176	\$ 400
Printing	\$ 96	\$ 40	\$ 200
General Liability	\$ 25,755	\$ 26,509	\$ 32,774
Misc Insurance	\$ 301,012	\$ -	\$ -
Property Insurance	\$ 178,317	\$ 185,435	\$ 251,615
Public Officials Insurance	\$ 23,442	\$ 28,119	\$ 30,277
Misc Insurance Floater	\$ 4,099	\$ 4,099	\$ 4,587
Electricity - Bldg & Grnds	\$ 6,545	\$ 6,765	\$ 7,000

West Haymarket Joint Public Agency
Operating Budget and Capital Improvement Program
September 1, 2022 - August 31, 2023
Amended 12/9/2022

	Amended Budget		
	Actual 2020-21	Actual 2021-22	2022-23
Natural Gas	\$ 1,199	\$ 1,589	\$ 1,800
Telephone	\$ 1,365	\$ 1,368	\$ 1,550
Water	\$ 1,474	\$ 1,604	\$ 1,700
Thermal Heating & Cooling	\$ 2,586,916	\$ 2,748,690	\$ 3,460,000
City Share Linc Center Maint	\$ 20,138	\$ 19,816	\$ 21,000
Grounds Maintenance	\$ -	\$ 6,250	\$ 15,000
Other Bldg Maintenance	\$ 304,306	\$ 362,470	\$ 416,724
Rent of Machinery & Equipment	\$ -	\$ 29,070	\$ -
Rent of Co/City Bldg Space	\$ 1,033	\$ 1,033	\$ 1,055
Parking Rent Bldg Comm	\$ 105	\$ 105	\$ 105
Advertising/Media Serv	\$ 106	\$ 303	\$ 1,560
Compensation Payments	\$ 41,067	\$ -	\$ -
Transfer of Funds	\$ -	\$ -	\$ 1,500,000
Fees Paid to State of NE	\$ 45	\$ 25	\$ 45
Credit Card/Bank Fees	\$ -	\$ 345	\$ 7,500
Other Services & Charges	\$ 7,278,513	\$ 7,316,726	\$ 10,553,734
Capital Outlay - Equipment			
Concession Equipment	\$ 5,237	\$ 8,826	\$ 475,000
Data Processing Equipment	\$ 11,326	\$ 9,337	\$ -
Miscellaneous Equipment	\$ 118,727	\$ 76,744	\$ 953,000
Capital Outlay - Equipment	\$ 135,290	\$ 94,907	\$ 1,428,000
Capital Outlay - Improvements			
Buildings	\$ -	\$ 10,670	\$ 2,435,000
Grounds Improvements	\$ 1,731	\$ -	\$ 769,600
Sewer System	\$ -	\$ -	\$ 97,200
Capital Outlay - Improvements	\$ 1,731	\$ 10,670	\$ 3,301,800
Debt Service			
Bd Trustee Pmt-Serv Chg	\$ 3,732	\$ 3,539	\$ 2,720
Bd Trustee Pmt-Principal	\$ 5,510,000	\$ 5,675,000	\$ 9,750,000
Bd Trustee Pmt-Interest	\$ 14,329,715	\$ 14,111,352	\$ 13,816,159
Debt Service	\$ 19,843,447	\$ 19,789,891	\$ 23,568,879
Total Expenditures	\$ 27,261,733	\$ 27,214,513	\$ 38,856,163

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 AVaaSE
4 for replacement of a digital sound processor at the Pinnacle Bank Arena, for a total amount not to
5 exceed \$9,324.00, pursuant to Quote No. 6565, is hereby approved and the Chairperson of the
6 West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute
7 said Contract.

Adopted this _____ day of January, 2023.

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

Tammy Ward

CONTRACT DOCUMENTS

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

**Digital Sound Processor for PBA
Quote No. 6565**

**AVaaSE
5227 S 53rd St.
Lincoln, NE 68516
(402) 890-3017**

West Haymarket Joint Public Agency Contract Terms

THIS CONTRACT, made and entered into by and between **AVaaSE, 5227 S 53rd Street, Lincoln, NE 68516** hereinafter called Contractor, and the West Haymarket Joint Public Agency, Lincoln, Nebraska, a municipal corporation, hereinafter called the 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:

Digital Sound Processor for PBA, Quote No. 6565

and,

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

WHEREAS, the JPA, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier 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 the JPA have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the JPA's award of this Contract to the Contractor, such award being based on the acceptance by the 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 the 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 \$9,324.00.

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.
5. TERMINATION: This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The JPA may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the JPA will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the JPA and employees of the JPA shall not be deemed to be employees of the Contractor. The Contractor and the JPA shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the 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. PERIOD OF PERFORMANCE: The work included in this Contract shall begin as soon as possible from notice to proceed. The completion date shall be February 1, 2023, which includes installation and training.
8. WORKERS' COMPENSATION: Contractor is a sole proprietor or otherwise not required by law to provide workers compensation insurance. Contractor alone shall perform all duties and obligations under this Agreement and shall not delegate any duties or obligations herein to any third party or employees without, without first notifying the City of such delegation or hire, procuring a workers compensation insurance policy and providing proof to City.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal\Supplier Response
 3. Insurance Certificate with Endorsements
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 7. Sales Tax Exemption Forms 13

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

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

IN WITNESS WHEREOF, the Contractor and the JPA do hereby execute this contract upon completion of signature on:

Vendor Signature Page

West Haymarket Joint Public Agency Signature Page

Vendor Signature Page

CONTRACT
Digital Sound Processor for PBA
Quote No. 6565
West Haymarket Joint Public Agency
AVaaSE

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Name of Corporation

Address

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Matthew C. Ihrig
Name

5227 S. 53rd St. Lincoln, NE 68516
Address

Matthew C. Ihrig
Signature

**West Haymarket Joint Public Agency
Signature Page**

**CONTRACT
Digital Sound Processor for PBA
Quote No. 6565
West Haymarket Joint Public Agency
AVaaSE**

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 _____



6565 Addendum 1 AVaaSE Supplier Response

Event Information

Number: 6565 Addendum 1
Title: Digital Sound Processor for PBA
Type: Quotation Request
Issue Date: 11/22/2022
Deadline: 11/29/2022 12:00 PM (CT)

Contact Information

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

AVaaSE Information

Contact: Matthew C Ihrig
Address: 5227 S 53rd st
Lincoln, NE 68516
Phone: (402) 890-3017
Email: avaasengineering@gmail.com
Web Address: avaase.com

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

Matthew C Ihrig
Signature

avaasengineering@gmail.com
Email

Submitted at 11/29/2022 11:05:34 AM (CT)

Response Attachments

COI_Verification of Insurance_AVaaSE.pdf

Certificate of Liability Insurance and Verification of Auto Insurance for AVaaSE. West Haymarket Joint Public Agency has been added to COI as of today and will have owner listed within 24 hours.
Thank you,
Matt Ihrig

GL_ACORD_WestHayMarketJointPublicAgency_11_29_2022_P100248486-655753280456.PDF

ACORD with West Haymarket Joint Public Agency endorsement.

Bid Attributes

1 Agreement to Addendum No. 1

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.

Be advised of the following clarifications and changes to the Specification and bidding documents:

1. Added an additional bid line and changed some item notes.

All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Sharon Mulder
Asst. Purchasing Agent

☒ Yes (Yes)

2 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

☒ Yes (Yes)

3 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 (Yes)

4 Draft Sample Contract

I acknowledge reading and understanding the draft sample contract.

☒ Yes (Yes)

5 Specifications

I acknowledge reading and understanding the specifications.

☒ Yes (Yes)

6 Purchase Order, Contract and Delivery Contact

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

Matt Ihrig, avaasengineering@gmail.com 402-890-3017

7 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 (Yes)

8 U.S. Citizenship Attestation

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

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

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

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

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

YES

9 Tax Exempt Certification Forms

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

☒ Yes (Yes)

10 Electronic Signature

Please check here for your electronic signature.

☒ Yes (Yes)

Bid Lines**1 Biamp Tesira Server - IO AVB**

Quantity: 1 UOM: EA Unit Price: \$5,560.00 Total: \$5,560.00

Manufacturer: Biamp Tesira or Equivalent

Item Notes: DSP - Main Frame 48 Ch. In/Out (1) AVB - 1 network card

Item Attributes**1. Manufacturer**

Provide manufacturer bidding

 Biamp Tesira Server with AVB Network Card - Configurable Audio DSP

2 Biamp Tesira – SIC – 4

Quantity: 1 UOM: EA Unit Price: \$279.00 Total: \$279.00

Manufacturer: Biamp Tesira or Equivalent

Item Notes: DSP - Card Input 4 Channel Mic / Line Inputs

Item Attributes**1. Manufacturer**

Provide manufacturer bidding

 Biamp Modular Analog Input Card - (1) Input Card

3 Biamp Tesira SOC - 4

Quantity: 10 UOM: EA Unit Price: \$247.50 Total: \$2,475.00

Manufacturer: Biamp Tesira or Equivalent

Item Notes: DSP -Card Output 4 Channel Line Out

Item Attributes**1. Manufacturer**

Provide manufacturer bidding

 Biamp Modular Analog Output Cards - (10) Output Cards total

4 Biamp Tesira DSP -2

Quantity: 1 UOM: EA Unit Price: \$645.00 Total: \$645.00

Manufacturer: Biamp Tesira or Equivalent

Item Notes: DSP - Card DSP with two (2) DSP Chips

	Item Attributes
	1. Manufacturer
	Provide manufacturer bidding
	<div>Biamp Modular Digital Signal Processing Cards - (2) DSP Cards total</div>

5	Installation and Travel			
	Quantity: <u> 1 </u>	UOM: <u>Lump Sum</u>	Unit Price: <div>\$365.00</div>	Total: <div>\$365.00</div>

Response Total: \$9,324.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/07/2022

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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com																					
INSURED AVaaSE 5227 S 53RD ST LINCOLN, NE 68516	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Hiscox Insurance Company Inc	10200	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	Hiscox Insurance Company Inc	10200																				
INSURER B :																						
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	Y	Y	P100.248.486.2	05/05/2022	05/05/2023	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WHJPA is listed as additional insured. Policy is endorsed with waiver of subrogation endorsement.

CERTIFICATE HOLDER

WHJPA
555 S 10th St
Lincoln, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Hiscox Insurance Company Inc.

Policy Number: P100.248.486.2
Named Insured: AVaaSE
Endorsement Number: 23
Endorsement Effective: 12/20/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):

2. Name of Person or Organization (Additional Insured): WHJPA

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.



Hiscox Insurance Company Inc.

Policy Number: P100.248.486.2
Named Insured: AVaaSE
Endorsement Number: 21
Endorsement Effective: 12/07/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MODIFIED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

You may waive your rights against another party so long as you do so in writing prior to: (i) an offense arising out of your business that caused a "personal and advertising injury"; or (ii) an "occurrence" that caused "bodily injury" or "property damage".



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2022

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 PROGRESSIVE PO BOX 94739 CLEVELAND OH 44101	CONTACT NAME:	
	PHONE (A/G, No, Ext): 800-444-4487	FAX (A/G, No):
INSURED MATTHEW IHRIG DBA AVAASE 5227 S 53RD ST LINCOLN NE 68516	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Progressive Northern Insurance Co.	
	INSURER B:	
	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
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG						
	OTHER:						
A	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	964158931	12/12/2022	12/12/2023	BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
							\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Uninsured Motorist						25000 / 50000
	Underinsured Motorist	X	X	964158931	12/12/2022	12/12/2023	25000 / 50000

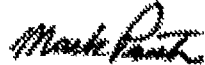
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2018 FORD TRANSIT 1FMZK1ZM0JKA01955 Comprehensive / Collision 2500 DED EACH

WHJPA is listed as an Additional Insured on this commercial auto policy. The policy includes a Waiver of Subrogation for WHJPA

CERTIFICATE HOLDER

CANCELLATION

ADDITIONAL INSURED WHJPA 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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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Progressive Insurance		NAMED INSURED Matthew Ihdg DBA: AVaaSE 5227 S 53rd St Lincoln, NE 68518	
POLICY NUMBER 004158931			
CARRIER Progressive Northern Insurance Company	NAIC CODE 38628	EFFECTIVE DATE: 12/12/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**Additional Coverages**

Insurance coverage(s)	Limits
Underinsured Motorist Bodily Injury	\$25,000/\$50,000
Uninsured Motorist Bodily Injury	\$25,000/\$50,000

Description of Location/Vehicles/Special Items**Scheduled autos only**

2018 FORD TRANSIT 1FMZK1ZM0JKA01955

Comprehensive	\$2,500 Ded
Collision	\$2,500 Ded

Liability coverage may not apply to all scheduled vehicles.

Matthew Ihrig
Sarah Ihrig
AVaaSE
5227 S 53RD ST
LINCOLN, NE 68516

Policy number: 964158931

Underwritten by:
Progressive Northern Insurance Co
Insured:
Matthew Ihrig
December 13, 2022
Policy Period: Dec 12, 2022 - Dec 12, 2023

Mailing Address

Progressive Northern Insurance Co
PO Box 94739
Cleveland, OH 44101

Additional insured endorsement

Name of Person or Organization

WHJPA
555 S 10th St
Lincoln, NE 68508

This endorsement modifies insurance provided under the commercial auto policy and any endorsements thereto affording liability coverage.

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page** and showing liability coverage.

Limit of Liability

Bodily Injury	Not applicable
Property Damage	Not applicable
Combined Liability	\$1,000,000 each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 964158931

Issued to (Name of Insured): Matthew Ihrig
Sarah Ihrig
AVaaSE

Effective date of endorsement: December 12, 2022 Policy expiration date: December 12, 2023

1-800-895-2886

For customer service, 24 hours a day,
7 days a week

PROGRESSIVE
PO BOX 94739
CLEVELAND, OH
44101-8971



Policy number: 964158931

Underwritten by: Progressive Northern Insurance, Co.


Insured:

Matthew Ihrig DBA Name: AVaaSE

Policy Period: Dec 12, 2022 - Dec 12, 2023

Matthew Ihrig DBA Name: AVaaSE
5227 S 53rd St
Lincoln, NE 68516

Mailing Address

Progressive Northern Insurance, 

PO BOX 94739
CLEVELAND, OH 44101-8971
1-800-444-4487

For customer service, 24 hours a day,
7 days week

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial Auto Policy
Motor Truck Cargo Legal Liability Coverage Endorsement
Commercial General Liability Coverage Endorsement

We agree to waive any and all subrogation claims against the person or organization designated below.

Name of Person or Organization:

WHJPA
555 S 10th Street
Lincoln, NE 68508

This endorsement applies to Policy Number: 964158931

Issued to: Matthew Ihrig DBA Name: AVaaSE

Endorsement Effective: December 12, 2022

Expiration: December 12, 2023

All other terms, limits and provisions of this policy remain unchanged.

GENERAL SPECIFICATIONS

Digital Sound Processor (DSP)

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln & West Haymarket JPA hereinafter referred to as City, is requesting a company to furnish, provide removal and install of new Digital Sound Processor (DSP) for secondary speakers throughout the PBA and is looking for the following:
 - 1.1.1 Biamp Tesira Server and all components must be included
 - 1.1.2 Biamp Tesira – DSP Card Input 4 Channel Mic/Line Inputs
 - 1.1.3 Biamp Tesira – SOC – Card Output 4 Channel Line Out
 - 1.1.4 Biamp Tesira – DSP two chips
 - 1.1.5 Must include installation and travel
- 1.2 Bidders may only respond to this invitation via the City/Country Ebid system.
 - 1.2.1 Vendors may register and respond by accessing City/County Ebid system at the following website: www.lancaster.ne.gov. Keyword: bid
- 1.3 All inquiries regarding this specification shall be directed via e-mail to Sharon Mulder, Assistant Purchasing Agent, (smulder@lincoln.ne.gov)
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders as an electronic addendum.
 - 1.3.2 The City shall only replay to written inquiries received within three (3) calendar days of bid opening.
 - 1.3.3 Addendums will be issued electronically via the Ebid system.
- 1.4 Vendors who wish to deviate from these specifications must do so by a written request to the Purchasing Agent according to the dates and requirements listed in section 1.3 above. Failure to submit deviations as requested may result in rejection of bid.
 - 1.4.1 The City reserves the right to request additional information after the close of bid to ensure full compliance with the requirements of this document and other documents posted in the Ebid system.
- 1.5 The City will not make advance payment for any portion of the awarded contract without a full performance/supply bond provided to the City prior to contract execution.
- 1.6 Work may be performed at the jobsite during operating hours from 8am – 5pm, Monday – Friday. Work outside of these days and times shall be subject to approval of the Owner depending on the 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 Owners Representative for this project will be Sharon Mandery, Interim General Manager, Pinnacle Bank Arena.
- 1.10 The Owners Representative for this project will be Ryan Weiss, Director of Operations, Pinnacle Bank Arena.

2. DIGITAL SOUND PROCESSOR

Below is equipment needed for the DSP that controls speakers under the main scoreboard and throughout the main arena:

- 2.1 (1) Biamp Tesira Server – IO AVB
 - DSP – Main Frame 48 Ch. In/Out (1) AVB -1 network card
- 2.2 (1) Biamp Tesira SIC – 4
 - DSP – Card Input 4 Channel Mic / Line Inputs

- 2.3 (10) Biamp Tesira SOC – 4
 - DSP – Card DSP with Two DSP Chip
- 2.4 Note: All items must be Biamp Tesira or Equivalent

3. DELIVERY & INSTALL

- 3.1 Delivery of DSP should be set up in advance and can only be delivered to Pinnacle Bank Arena, Monday – Friday from 8am – 4pm.
- 3.2 Install must be coordinated with Ryan Weiss – Director of Operations

4. PROJECT COMPLETION

- 4.1 Upon the notice to proceed date, the City is looking for a final completion date of February 1, 2023, which includes installation and training.
- 4.2 Vendor must complete the project according to the agreed upon contract substantial and final completion dates which will be listed in the contract documents.

5. EVALUATION AND AWARD

- 5.1 The City will award this bid based on the Vendor being the lowest cost, deemed responsible and responsive according to the document in the Ebid system and by further investigation of the vendor by the city following receipts of bids.
 - 5.1.1 Failure to comply with the instruction in the bid document and meet the requirements as listed may result in a determination of non-responsive or not responsible.
- 5.2 The City reserves the right to utilize life-cycle cost analysis of bids received in order to determine the lowest cost.
 - 5.2.1 Life-cycle cost factors include, but may not be limited to, the installation time, quality of floor materials, quality of connections, and warranty period.
- 5.3 Vendor references will be checked to ensure that all requirements of the bid can be met.
 - 5.3.1 Failure to provide sufficient references, or references that cannot guarantee a successful installation, may result in the rejection of bids.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

E-Bid

1. **BIDDING PROCEDURE**

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so as to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's most current Standard Specifications for Municipal Construction shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

2. **BID SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. **BIDDER'S REPRESENTATION**

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

4. CLARIFICATION OF BIDDING DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the bidding documents will be issued electronically via addendum. All vendors registered for that bid prior to bid issuance will be notified of the addendum. Bidders registering after the bid is issued will receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

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

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES AND GUARANTEES

- 11.1 Copies of the following documents shall accompany the bid proposal for all items being bid, if requested:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 Unless stated otherwise in the specifications, as a minimum requirement of the City, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other materials have been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

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

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statute 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.

18. AFFIRMATIVE ACTION

- 18.1 The City of Lincoln provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. LIVING WAGE

- 19.1 The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 19.2 If the contract is subject to the City 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 City Living Wage. This wage is subject to change every July.

20. INSURANCE

- 20.1 All Bidders shall take special notice of the insurance provisions required for City contracts (see *Insurance Requirements for All City Contracts*).

21. EXECUTION OF AGREEMENT

- 21.1 Depending on the type of service or commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:
- _____ a. **PURCHASE ORDER**, unless otherwise noted.
1. This contract shall consist of a City of Lincoln Purchase Order.
 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- X b. **CONTRACT**, unless otherwise noted.
1. City will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 3. The City will sign and date the Contract and prepare an Executive Order or Directorial Order for signature.
 4. Upon approval and signature, the City will return one copy to the successful Bidder.

22. TAXES AND TAX EXEMPTION CERTIFICATE

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

23. CITY AUDIT ADVISORY BOARD

- 23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. E-VERIFY

- 24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the winning 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.

Insurance Requirements

Submission date: **21 November 2022, 3:58PM**

Receipt number: **627**

Related form version: **17**

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 **WHJPA** following:

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

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 Master Services Agreement between the West Haymarket
4 Joint Public Agency and Carbonhouse, LLC, previously approved on January 15, 2020 as
5 Resolution No. WH01147, for website hosting and support services for the Pinnacle Bank Arena
6 for an amount not to exceed \$28,080.00, upon the terms and conditions as set forth therein, is
7 hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of
8 Representatives is hereby authorized to execute said Amendment to Agreement.

Adopted this _____ day of January, 2023.

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

Tammy Ward

AMENDMENT TO AGREEMENT
Website Hosting and Support Services
W-006
West Haymarket Joint Public Agency
Renewal
Carbonhouse

This Amendment is hereby entered into by and between Carbonhouse LLC, 5727 Westpark Drive, Suite 108, Charlotte, NC 28217 (hereinafter "Contractor") and West Haymarket Joint Public Agency (hereinafter "JPA"), for the purpose of amending the Agreement effective February 3, 2020, for Website Hosting and Support Services, W-006, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is February 3, 2020 through February 2, 2023, with the option to renew for one (1) additional three (3) year term upon written mutual consent of both parties; and

WHEREAS, the parties hereby renew the Agreement for an additional three (3) year term beginning February 3, 2023 through February 2, 2026; and

WHEREAS, the parties agree to a rate increase, from \$500.00/mo. to \$660.00/mo., per Attachment A; and

WHEREAS, the expenditures for the JPA for the term of this renewal shall not exceed \$28,080.00 without approval by the JPA; and

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 renew the Agreement for an additional three (3) year term beginning February 3, 2023 through February 2, 2026.
- 2) The parties agree to a rate increase, from \$500.00/mo. to \$660.00/mo., per Attachment A.
- 3) The expenditures for the JPA for the term of this renewal shall not exceed \$28,080.00 without approval by the JPA.
- 4) All other terms of the Agreement, 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 AGREEMENT
Website Hosting and Support Services
W-006
West Haymarket Joint Public Agency
Renewal
Carbonhouse**

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: lliron@lincoln.ne.gov

Company Name:	carbonhouse LLC
By: (Please Sign)	
By: (Please Print)	Brandon Lucas
Title:	President
Company Address:	5727 Westpark Drive, Suite 108, Charlotte NC 28217
Company Phone & Fax:	704-333-5800 ext 209
E-Mail Address:	blucas@carbonhouse.com
Date:	1/12/22
Contact Person for: "Orders or Service"	Brandon Lucas
Contact Phone Number:	704-333-5800 ext 209

**West Haymarket Joint Public Agency
Signature Page**

**AMENDMENT TO AGREEMENT
Website Hosting and Support Services
W-006
West Haymarket Joint Public Agency
Renewal
Carbonhouse**

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 _____

Dear Valued Client:

For more than 16 years, carbonhouse has provided our services exclusively to the venues industry. Our goal from day one has been to empower our clients' marketing departments and create the necessary tools to sell more tickets, book more events and grow sponsorship. We continue to invest in the secure, fast and reliable infrastructure you expect from us. Our focus on your business has allowed carbonhouse to continue to grow and service more than 350 clients worldwide. We are proud of our accomplishments, and thank you for your continued business.

As with any company, we have always made it a priority to balance low cost with incredible service. It is not our policy – nor has it ever been the policy of carbonhouse – to consistently increase our monthly cost to clients. In fact, the vast majority of our clients have never seen an increase in monthly fees. As with every industry in the current economic climate, we have been affected by an exponential increase in costs.

After carefully analyzing technology and overhead costs, we are writing to inform you of a necessary forthcoming price increase. Maintaining quality service while weathering the increase in our costs is no longer sustainable. We have no choice but to increase our monthly fees for hosting, support and licensing for clients. Beginning January 1, 2023, a monthly hosting, license and support fee increase of 20% will be instituted for clients.

This fee increase will support:

- Reducing the burden of increased technology and hosting costs
- Investing in our team
- Investing in our platform
- Investing in our client support structure

We assure you that this increase will have material benefits to you and your website visitors, and we look forward to sharing these benefits in the months ahead. This was a difficult decision to make, as we are aware of the impact increased costs can have on our customers. We thank you for your understanding and support during this change, and as always, we promise to deliver the highest quality products and services possible. If you have any questions, comments, or concerns, please reach out to me personally via phone at (704)333-5800 ext. 209 or email at blucas@carbonhouse.com.

If the contents of this notice are contrary to the terms of our agreement, and you wish not to accept the aforementioned increases, please respectfully accept this letter as official notice of our intent to not renew at the conclusion of our current agreement at terms outlined.

Sincerely,

A handwritten signature in black ink, appearing to read "Brandon Lucas", with a stylized, cursive script.

Brandon Lucas
President
carbonhouse

RESOLUTION NO.

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

3 That the attached Consultant Agreement between the West Haymarket Joint Public Agency
4 and Five Nines Technology Group, Inc. for information technology services at Pinnacle Bank
5 Arena for a term of three (3) years for an amount not to exceed \$213,000.00, is hereby approved
6 and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is
7 hereby authorized to execute said Consultant Agreement.

Adopted this _____ day of January, 2023.

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

Tammy Ward

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (Agreement) is entered into by and between West Haymarket Joint Public Agency, a Nebraska political subdivision (JPA) and

Five Nines Technology Group
Hereinafter referred to as "Consultant".

RECITALS

WHEREAS, JPA proposes to engage Consultant in accordance with the terms and conditions set forth herein to render professional assistance in

Technology Services for Pinnacle Bank Arena, W-015

and;

WHEREAS, Consultant possesses certain skills, experience, education, and competency to perform the Work on behalf of the JPA, and JPA desires to engage Consultant for such Work on the terms herein provided; and

WHEREAS, Consultant hereby represents that Consultant is willing and able to perform the Work in accordance with the proposed Work submitted with this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the above Recitals and the mutual obligations of the parties hereto, the parties hereto agree as follows:

1. **Contract Administrators.** Trent Brown, of JPA's Pinnacle Bank Arena, shall be JPA's representative for the purposes of administering this Agreement and shall have authority on behalf of JPA to give approvals under this Agreement. Joel Friesen, Consultant's representative will supervise all services and be in charge of performance of the Work as set forth in this Agreement.
2. **Scope of Services - Proposal.** Consultant agrees to timely and professionally complete the Work described above and herein, furnish and pay all costs, including any related taxes, and to furnish all labor, supplies and material and everything else reasonably necessary to complete the same unless specifically provided otherwise in this Agreement for the services listed in the Partnership Proposal, attached hereto as Attachment A. Such Proposal may also be referred to as "the Work." To the extent that the Consultant's Proposal, or any other attachment hereto is in conflict with this Agreement, this Agreement shall control.

3. **Additional Services or Change in Scope.** JPA may from time to time, require additional services from Consultant including but not limited to, special reports, graphics, attendance at meetings, or presentations. Such services, including the amount of compensation for such additional services, which are mutually agreed upon by and between JPA and Consultant shall be effective when incorporated in written amendments to this Agreement. Additional services shall not begin until the amendment is executed.
4. **Term of Agreement.** The term of this Agreement shall commence April 1, 2023, upon execution of this Agreement by both parties; and shall continue until completion of all obligations of this Agreement, but in no event longer than March 31, 2026, unless approved extensions/renewals are issued by written amendment.
5. **Compensation.** JPA agrees to pay Consultant for the Work set forth in the attachments for a sum not to exceed Two Hundred Thirteen Thousand Dollars (\$213,000.00). Unless otherwise set forth in the attachments, invoices shall be payable as follows:
Monthly - X
Quarterly
Lump Sum
Other: _____
Invoices must present activities of Consultant and/or any subcontractors showing not less than actual hours worked, hourly rates applied, actual expenses incurred unless otherwise specified in the Scope or Fee Schedule, and any applicable supporting documentation, such as, but not limited to, receipts. All invoices shall be in a format acceptable to JPA.
6. **Cost Overruns.** Consultant is responsible for determining if the actual fees or expenses will exceed the maximum amount stated above. If at any time during the Work, Consultant determines that the fees or expenses will exceed, or have exceeded the maximum amount stated above, Consultant must immediately notify JPA in writing and describe which fees or expenses are causing the overrun and the reason. Consultant must also estimate the additional fees or expenses needed to complete the Work. JPA will then determine if the maximum amount is to be increased, remain the same, or determine if the scope of the Work needs to be modified or terminated. An amendment will be prepared if cost overruns are authorized by JPA.
7. **Notice to Proceed.** Following execution of this Agreement, JPA shall provide written notification to Consultant to proceed. Consultant shall not begin the Work under this Agreement until specified in the Notice to Proceed.
8. **Final Payment.** The acceptance of the final payment will constitute and operate as a release to JPA for all claims and liability of Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services and Work rendered by or in connection with this Agreement or any part thereof. Consultant agrees to reimburse JPA for any overpayments.

9. **Services; Confidentiality.** All services, including reports, opinions, and information to be furnished under this Agreement, shall be considered confidential and shall not be divulged by the Consultant, in whole or in part, to any person other than to duly authorized representatives of JPA, without the prior written approval of JPA. The parties understand that JPA is a governmental entity and may be required to disclose information to the extent required by law or by order of a court of competent jurisdiction or other government entity. Any party may avail itself of any remedy allowed by law to respond or object to the disclosure. The provisions in this section shall survive any termination of this Agreement.
10. **JPA Employees; Raiding Prohibited.** Consultant shall not engage the services of any person or persons presently in the employ of JPA for Work covered by this Agreement without the prior written consent of JPA.
11. **Assignability.** Consultant shall not assign any interest in this Agreement, except for the work of the subcontractors identified in this Agreement, delegate any duties or work required under this Agreement, or transfer any interest in the same (whether by assignment or novation), without an executed amendment thereto; provided, however, that claims for money due or to become due to Consultant from JPA under this Agreement may be assigned without such approval, but notice of any such assignment shall be furnished promptly to JPA.
12. **Interest of Consultant.** Consultant agrees that Consultant presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of the Work required to be performed under this Agreement. Consultant further agrees that, in the performance of this Agreement, no person having any such interest shall be employed or retained by Consultant under this Agreement.
13. **Termination of Agreement.** Termination may occur for any of the following reasons:
- a) This Agreement may be terminated by JPA or Consultant if the other party fails to adequately perform any material obligation required by this Agreement (Default). Termination rights under this section may be exercised only if the defaulting party fails to cure a Default within ten (10) calendar days after receiving written notice from the non-defaulting party specifying the nature of the Default.
 - b) JPA may terminate this Agreement, in whole or part, for any reason for JPA's own convenience upon at least Ninety (90) days written notice to Consultant.
 - c) JPA may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of JPA. In the event of unavailability of funds to pay any amounts due under this Agreement, JPA shall immediately notify Consultant, and this Agreement shall terminate without penalty or expense to JPA. Upon termination, JPA shall pay Consultant for any approved and documented Work completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

- d) If the Agreement is terminated by JPA as provided in (b) or (c) above, Consultant shall be paid for all Work performed, and reimbursable expenses incurred, not to exceed the maximum amount payable under the compensation section above, up until the date of termination. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section in the event of termination.
- e) Consultant agrees that, upon termination as provided in this section, Consultant shall not be employed by any developer or other party who is or may be interested in the Work for one (1) year after such termination, without prior approval of JPA.
- f) JPA reserves the right to withhold payment for Work rendered that is not in compliance with this Agreement.

14. **Independent Contractor.** JPA is interested only in the results produced by this Agreement. Consultant has sole and exclusive charge and control of the manner and means of performance. Consultant shall perform as an independent contractor, and it is expressly understood that neither Consultant nor any of its staff are employees of JPA and are not entitled to any JPA benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, injury leave, or other leave provisions.

15. **Fair Employment.** Consultant shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, Neb. Rev. Stat. §48-1122, as amended, or such similar federal law as may be applicable.

16. **Fair Labor Standards.** Consultant shall maintain Fair Labor Standards in the performance of this Agreement as required by Chapter 73, Nebraska Revised Statutes, as amended.

17. **Insurance; Coverage; Indemnification.** Consultant, prior to beginning the Work, agrees to JPA's Indemnification requirements and shall provide proof of insurance coverage in a form satisfactory to JPA, which shall not withhold approval unreasonably, with the coverages, minimum limits, and endorsements described in the attached [INSURANCE CLAUSE](#) FOR ALL WHJPA, CITY OF LINCOLN, LANCASTER COUNTY, AND PUBLIC BUILDING COMMISSION CONTRACTS and the insurance clause shall be attached and incorporated herein to the Agreement.

18. **Sovereign Immunity.** Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the sovereign immunity of JPA.

- 19. Copyrights, Royalties, and Patents; Warranty.** Without exception, Consultant represents and warrants that the consideration for this Agreement includes Consultant's payment, if any, for any and all royalties or costs due any third party arising from patents, trademarks, copyrights, and other similar intangible rights claimed by any such third party in any way involved with or related to the Work provided herein by Consultant pursuant to this Agreement. Further, Consultant shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Consultant represents that all materials, processes, or other protected rights, if any, to be used in the creation of the Work have been duly licensed or authorized by the appropriate parties for such use. Consultant agrees to furnish JPA upon demand written documentation of such license or authorization and if unable to do so, Consultant agrees that JPA may withhold a reasonable amount from Consultant's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.
- a) Consultant shall indemnify JPA and defend suits or claims for infringement for damages, including but not limited to attorney's fees, of any patent, copyright, trademark, or other intangible rights that Consultant has used in the course of performing this Agreement.
 - b) Consultant represents and warrants to JPA that it is free to enter into this Agreement and that the performance thereunder will not conflict with any other Agreement to which Consultant may be a party. Consultant represents and warrants to JPA that the Service provided is free and clear of any claims or encumbrances, and does not infringe on the rights of any third parties.
 - c) Consultant agrees to and hereby transfers all right, title, and interest, including those of a property or copyright nature, in any reports, studies, data, website creation, digital files, imagery, metadata, maps, statistics, forms, and any other works or materials produced under the terms of this Agreement upon payment therefor by the JPA. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Consultant without express written consent of JPA. JPA shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as JPA deems appropriate. Consultant warrants that all materials, processes or other protected rights to be used have been duly licensed or authorized for JPA's use. In the event the Work or materials produced herein are substantially modified without the consent of the Consultant or used in any project other than the Work or materials under this Agreement, the JPA shall indemnify and hold the Consultant harmless from liability to the extent that the modification or use on a different project is the cause of the liability, including defense costs.
- 20. Consultant's Standard of Care.** In providing the Work under this Agreement, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct those services not meeting the standard set forth herein. Consultant further agrees that the Work provided shall conform to the requirements of this Agreement.

21. **Notice.** Any notice, requests, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed given if personally delivered on the other party by the party giving such notice, or mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight carrier, to the following addresses:

JPA
440 Arena Drive
Lincoln, NE 68508

Five Nines Technology Group
5617 Thompson Creek Blvd.
Lincoln, NE 68516

Attention: Trent Brown

Attention: Joel Friesen

22. **Compliance with Law.** Consultant shall comply with all Federal, State, and local laws, rules, and regulations applicable to the Work, including applying for and obtaining all necessary permits, certifications, licenses, and approvals required by the law or regulations that relate to the Work.

23. **Nebraska Law.** This Agreement shall be construed pursuant to the laws of the State of Nebraska.

24. **Integration; Amendment; Assignment; Severability; Waiver.** This Agreement represents the entire agreement between the parties, and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement signed by both parties. Any assignment or transfer of any of the Work to be performed by Consultant is hereby prohibited unless prior written consent of JPA is obtained. This Agreement shall be binding upon the successors and assigns of the parties hereto. Each section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement, and invalidity of any section of this Agreement shall not invalidate any other section thereof. The failure of either party to enforce any section of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every section of this Agreement.

25. **Audit and Review.** This Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code, and Consultant shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law. Consultant shall maintain, and also require that its Sub-Consultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at Consultant's office at all reasonable times during the Agreement term and for five (5) years from the date of final payment under this Agreement. Such materials must be available for inspection by City, State, or any authorized representative of the state or federal governments and, when requested, Consultant shall furnish copies.

26. Federal Immigration Verification. In accordance with Neb. Rev. Stat. §4-108 through §4-114, Consultant 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. §1324a, 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. Consultant 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. §1324b. Consultant 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.

a) **Attestation Form.** If Consultant is an individual or sole proprietor, Consultant agrees to complete the United States Citizenship Attestation Form as provided by JPA and attach it to the Agreement.

b) **Public Benefits Eligibility Status Check.** If Consultant is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. §§ 4-108 through 4-114, Consultant agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. Consultant agrees to register and use the SAVE Program as required under Neb. Rev. Stat. §§4-108 through 4-114. If the applicant indicates he or she is an alien, Consultant shall verify the applicant's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at JPA's request. For information on the SAVE program, go to www.uscis.gov/SAVE.

27. Living Wage. If the compensation for the Work provided pursuant to this Agreement is equal to or exceeds \$25,000, this Agreement is subject to the Living Wage Ordinance of the Lincoln Municipal Code Chapter 2.81. The ordinance requires that, unless specific exemptions apply or a waiver is granted, Consultant shall provide payment of a minimum living wage to employees providing services pursuant to this Agreement. Under the provisions of the Lincoln Living Wage Ordinance, JPA shall have authority to terminate this Agreement and to seek other remedies for violations of this ordinance.

28. Records Retention. Unless JPA specifies in writing a different period of time, Consultant agrees to preserve and make available at reasonable times all of its books, documents, papers, records, and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of the expiration or termination of this Agreement. See JPA of Lincoln Records Retention Schedule. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

29. Document Control Clause. The Agreement includes the following documents:

- a) Attachment A - Proposal;
- b) Attestation Forms;
- c) Insurance requirements, certificates, and endorsements;

For Agreement documents submitted prior to execution, if terms and conditions therein conflict with other Agreement documents, those Agreement documents with the date closest to the date of execution of this Agreement shall control.

30. **Capacity.** Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid, and binding obligation of said party.

IN WITNESS WHEREOF, Consultant and JPA do hereby execute this Agreement as of the date of execution set forth below.

West Haymarket Joint Public Agency

Date: _____

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

OR *Department Director if \$50,000 or less*

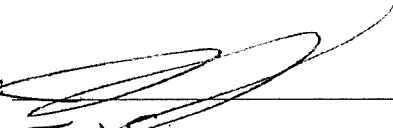
Date: _____

Director: _____

Department: _____

CONSULTANT

Date: 1/12/23

By: 

Name: Julie Friesen

Title: CEO

**UNITED STATES CITIZENSHIP ATTESTATION FORM
FOR INDIVIDUAL CONSULTANT
(to be used pursuant to Section XXVII.B)**

For the purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

☒ I am a citizen of the United States.

OR

☐ I am a qualified alien under the Federal Immigration and Nationality Act. My immigration status and alien number are as follows:

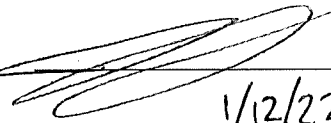
_____, and I agree to provide a copy of the USCIS (United States Citizenship and Immigration Services) documentation upon request required to verify the Consultant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States. I understand and agree that lawful presence in the United States is required and the consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

PRINT NAME:

Joe Ryan Friesen
(First, Middle, Last)

SIGNATURE:



DATE:

1/12/23

**UNITED STATES CITIZENSHIP ATTESTATION FORM
FOR PUBLIC BENEFIT
(to be used pursuant to Section XXVII.C)**

For the purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

☒ I am a citizen of the United States.

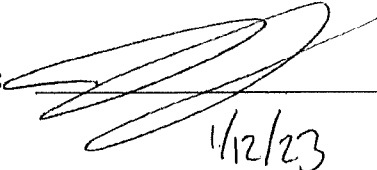
OR

☐ I am a qualified alien under the Federal Immigration and Nationality Act. My immigration status and alien number are as follows:

_____, and I
agree to provide a copy of my USCIS (United States Citizenship and
Immigration Services) documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME: Joel Ryan Friesen
(First, Middle, Last)

SIGNATURE: 

DATE: 1/12/23



FIVE NINES

PARTNERSHIP PROPOSAL

Pinnacle Bank Arena

Prepared for:
Trent Brown

Five Nines
5617 Thompson Creek Blvd
Lincoln, NE
(402) 817-2650
lindsey.branstetter@gonines.com



Date: **January 12, 2023**

www.fivenines.com

Support Details

Included in your Five Nines partnership is:

- 24/7 Support.
- Support Desk open from 6:30 a.m. - 10:00 CST p.m. every business day.
- After hours network monitoring and critical support.
- Dedicated support team.
- Anti-virus and anti-spam for all employees and endpoints.
- The Five Nines Support Application installed on all workstations.
- Managed imaged-based backups, which will run every hour unless otherwise stated.
- Managed Incident Response plan.
- Managed IT Budget and IT plan.
- Security Awareness Training.
- Hardware and Software Patching.
- Product Procurement and Deployment.
- Endpoint Detection and Response.

Five Nines will monitor and maintain all aspects of your IT environment. This includes servers, routers, switches, firewalls, wireless access points, workstations, laptops, tablets, printers, scanners, tablets, cell phones, and thin clients. Depending on the needs of the client and the urgency of the issues Five Nines will determine the appropriate way to interact on the issue.

Hardware

Servers – Five Nines will monitor and maintain all aspects of your physical and virtual server environments. Only operating system versions currently supported by Microsoft are covered. Linux and other similar operating systems are supported on a best-effort basis only if a support contract with the OS vendor is maintained. Hardware vendor support contracts for production-class servers must be maintained to ensure timely hardware service. Support contracts for virtualization platforms such as VMware must also be maintained where applicable.

Networking – Five Nines will monitor and maintain all your routers, switches, firewalls, wireless access points, and related devices. Vendor support contracts must be maintained to ensure timely hardware and software service.

Networked Printers and Scanners – Five Nines will provide basic support for the network aspects of your networked printers, scanners, and other multi-function devices. Our support ability does not extend past the basic networking of these devices, and support contracts with a third-party printing solution company are highly encouraged.

Endpoints – Five Nines will support workstations, laptops, tablets, cell phones, and thin clients for all Mac and Windows based Operating Systems devices. All workstation, laptops, and tablets that have a Windows based operating system must be Active Directory domain compatible, and have an operating system installed that is supported by Microsoft. “Home” editions, typically found on computers bought at retail stores, will need a paid upgrade to a professional version to work on the Windows domain. This agreement includes labor for replacing up to 4 devices per month.

Five Nines adheres to PCI compliance, implements HIPAA policies and procedures required by Business Associate agreements, and attests to sound operational policies and procedures through our SOC 2 report which is available upon request and under NDA.

Software

Security Patches and Software Updates – Software/firmware updates on servers, workstations, and networking equipment if vendor support is maintained where relevant. Excludes major version or release upgrades that require reconfiguration.

Third Party Software – Management and maintenance of other Operating Systems and third-party software, if vendor support contracts are maintained.

Antivirus/Antispam – Five Nines Email Antispam and Advanced Threat Protection will be provided for all servers, workstations, and laptops. Management of the antivirus software and updates to the software will be covered as part of this agreement.

Incident Response

In the event of an outage or cyber incident, the response and resolution of the incident may be invoiced separately from this agreement. In such an event the response will be recorded in Five Nines support ticket system at the rate of \$450/hr. for all work performed.

An outage takes place anytime a system is down that impacts multiple users. An outage is invoiced separately when we need to execute a disaster recovery plan (restoring a server from backup, Five Nines provided loaner equipment - if available - to replace or augment existing systems, etc.) or sudden, unexpected events that can't be controlled or predicted (fire, water, lightning damage, etc.).

A cyber incident is a violation of a system's security policy in order to affect its integrity, confidentiality, or availability. This includes unauthorized access or attempted access to a system.

In general, types of activity that are commonly recognized as being breaches of typical security policy are:

1. Attempts to gain unauthorized access to a system and/or to data.
2. The unauthorized use of systems for the processing or storing of data.
3. Changes to a systems firmware, software or hardware without the system owner's consent.
4. Malicious disruption and/or denial of service.

Monthly Agreement

Description	Recurring	Qty	Ext. Recurring
Five Nines Complete Support	\$4,800.00	1	\$4,800.00
Microsoft 365 Business Standard (NCE COM MTH)	\$15.00	60	\$900.00
Monthly Subtotal:			\$5,700.00

Partnership Pricing

Below are the monthly complete support prices for the life of the agreement.

Year 1	Year 2	Year 3	Year 4	Year 5
4/1/2023 - 3/31/2024	4/1/2024 - 3/31/2025	4/1/2025 - 3/31/2026	N/A	N/A
\$4,800/month	\$5,000/month	\$5,250/month	N/A	N/A

Five Nines Partnership Agreement

Pinnacle Bank Arena



Monthly Expense Summary


Description	Amount
Monthly Agreement	\$5,700.00
Backup Solution	\$0.00
Monthly Total:	\$5,700.00

Standard Terms

- Agreement term will begin on April 1, 2023 and end on March 31, 2026 for a total of three (3) years.
- All after-hours support, including onsite work, is included in the monthly partnership total.
- Project professional services are not included in the monthly service total and are billed separately.
- Quoted monthly amount does not include Office 365 subscriptions, but will be included as a separate cost on the Five Nines invoice.
- Supported users and cloud services (Office 365 and Azure) will be reviewed monthly and adjusted accordingly.
- Vendor support contracts must be maintained to ensure timely hardware and software service.
- Termination of the managed services agreement with Five Nines will require customer to pay out the remainder of any agreements with third parties (including but not limited to Microsoft licensing, backup licensing, KnowBe4, Arctic Wolf, Huntress).
 - Pricing adjustments for third-party services are at the discretion of the vendor.
- The partnership agreement amount will not decrease below the quoted total to cover tools and recurring expenses.
- The current data geolocation policy is available at <https://fivenines.com/glp>

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Five Nines Technology Group

Signature: 
Name: Joel Friesen
Date: 1/12/23

Pinnacle Bank Arena

Signature: See Agreement W-015 Attached
Name: Trent Brown
Date: _____



Master Services Agreement

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CLIENT") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING FIVE NINES ON AN INVOICE, STATEMENT OF WORK OR OTHER FIVE NINES DOCUMENTATION TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CLIENT AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CLIENT AND FIVE NINES HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between CLIENT ("Client") and Five Nines Technology Group, Inc., ("FIVE NINES") and are referred to herein as either "Terms and Conditions" or this "Agreement". Client accepts these Terms and Conditions by making a purchase from or placing an order with FIVE NINES or requesting products (the "Products") or engaging FIVE NINES to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions delivered at the time Client places an order or signs a Statement of Work will govern the order in question, unless otherwise agreed in writing by FIVE NINES and Client.

Client consents to receiving electronic records, which may be provided via a Web browser or email application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting FIVE NINES. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

1. Definitions.

11 **Applicable Laws.** Means collectively, all federal, state or other governmental statutes, codes, ordinances, laws, regulations, rules, guidance, written directives, orders and decrees applicable to the Services.

12 **Confidential Information.** All nonpublic information revealed by or through the disclosing party to the recipient, including: (a) information marked or disclosed as confidential; (b) any Client customer information furnished or disclosed, in whatever form or medium; (c) information traditionally recognized as proprietary trade secrets; (iii) all forms and types of financial, business, and economic information (including, without limitation, contract terms, financial information, ideas, discoveries, inventions, developments, records, product designs, source codes, product planning, material samples, business records and plans, technical and marketing data, trade information, customer lists and data, supplier information and marketing plans) in whatever form or medium; (iv) any information disclosed orally regarding the parties' business relationship; and (v) PHI, as applicable.

13 **Protected Health Information ("PHI").** Shall have the meaning set forth in any Business Associate Agreement attached hereto and incorporated herein by reference.

14 **Services.** Means such information technology related services necessary to operations of Client that FIVE NINES may provide to Client under a mutually agreed upon Statement of Work attached to this Agreement.

2. Term and Termination of Agreement

21 This Agreement is effective upon the date signed. This Agreement shall remain in force for the duration of the term unless either party gives the other prior written notice of its intent to terminate this Agreement. This Agreement may only be terminated by Client upon giving ninety (90) days written notice to FIVE NINES and paying 100% of the remaining agreement amount. This Agreement may be terminated by FIVE NINES upon ninety (90) days written notice to Client. If either party terminates this Agreement, FIVE NINES will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay FIVE NINES the actual costs of rendering such assistance.



THE TERM OF THIS AGREEMENT SHALL AUTOMATICALLY RENEW UNLESS EITHER PARTY PROVIDES THE OTHER WRITTEN NOTICE OF INTENT TO ALLOW THIS AGREEMENT TO EXPIRE NO LESS THAN 90 DAYS PRIOR TO THE DATE OF EXPIRATION. DURING ANY RENEWAL TERM, THE PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT, EXCEPT, FIVE NINES MAY MODIFY THE TERMS OF THE AGREEMENT GOVERNING ANY RENEWAL TERM BY PROVIDING WRITTEN NOTICE OF SUCH MODIFICATION TO CLIENT NO LATER THAN 120 DAYS PRIOR TO EXPIRATION OF THE THEN CURRENT TERM. For purposes of this Agreement, written notice delivered via email shall constitute written notice.

22 **Services Transfer Assistance.** It is the intent of the parties that at the expiration or termination of this Agreement or a party's election to cancel the provision of Services, FIVE NINES will cooperate with Client to assist with the orderly transfer of the Services, functions, and operations provided by FIVE NINES hereunder to another system provider or services provider or Client itself ("Services Transfer Assistance"). Prior to expiration or termination of the Agreement, Client may request FIVE NINES to perform and, if so requested, FIVE NINES shall perform Services Transfer Assistance. Service Transfer Assistance shall be provided until the effective date of expiration or termination with respect to the Services and for up to one (1) additional month after the effective date of expiration or termination. If the Services Transfer Assistance requires FIVE NINES to incur expenses in addition to the expenses that FIVE NINES would otherwise incur in performance of this Agreement, then: (a) FIVE NINES shall notify Client of any additional expenses associated with the performance of any additional services pursuant to this Section prior to performing such services; (b) Upon Client's authorization, FIVE NINES shall perform the additional services and invoice Client for such services; and (c) Client shall pay FIVE NINES for such additional expenses within thirty (30) days of the receipt of the invoice.

23 **Actions Upon Termination.** Except for Service Transfer Assistance, upon termination of this Agreement, FIVE NINES shall immediately cease to have access to and use of Client's network, hardware, and software ("System").

24 **Return or Destruction of Confidential Information.** Upon expiration or termination of this Agreement, the party receiving Confidential Information will cease its use and upon request, within thirty (30) days, use commercially reasonable efforts to either (at the option of receiving party) return or destroy (and certify in a timely manner as to such destruction) all Confidential Information of the other party, including any copies thereof. Notwithstanding the foregoing, each party receiving Confidential Information will be entitled to retain copies of Confidential Information to the extent required by law or regulation; provided, that for so long as a party retains any Confidential Information, it shall employ reasonable security measures and shall exercise reasonable care in protecting the confidentiality of such information as it does in protecting its own information similarly recorded or saved and will continue to be bound by the obligations under this Agreement in regards to all such Confidential Information. The parties' obligations under this Section regarding Confidential Information shall survive the expiration or termination of this Agreement.

3. **Statements of Service; Fees and Payments; Taxes**

31 **Invoices.** Statements of Service shall describe in detail the services to be performed by FIVE NINES, and this Agreement hereby incorporates all attached and subsequent Statements of Service that refer specifically to this Agreement by name and date of execution, or the MSA Number. Statements of Service are invoiced and delivered via email at the beginning of the month, and overages are billed at month-end along with all other hourly work.

32 **Payment Terms.** Payment for monthly services is due within thirty (30) days of the invoice date, regardless of the date of receipt. Payment for product is required in advance for orders over \$1,000 unless other arrangements have been made, in which case, thirty (30) day terms and applicable late fees will apply. Product invoices are excluded from any early payment discounts. Project Labor: Payment of at least fifty percent (50%) of project labor is required before a project can begin.

33 **Availability of Service.** FIVE NINES agrees that the Services will be operable and available to materially perform the functions set forth in the Statements of Service twenty-four (24) hours per day, seven (7) days per week, subject to the terms further set forth in this Agreement. FIVE NINES shall provide ninety-nine point nine-nine percent (99.99%) uptime monthly, with the exception of Scheduled Downtime (as defined in the Statements of Service attached hereto and incorporated by reference). FIVE NINES shall provide Client with five (5) days' notice prior to any Scheduled Downtime and represents that any interruption of Services for Scheduled Downtime shall not exceed the time reasonably necessary to complete such maintenance. In the event of an unplanned interruption, reduction in the quality, or the failure of a configuration item of the Services, FIVE NINES shall use its best efforts to restore Services and follow its IT Incident Management Policy. If FIVE NINES fails to provide ninety-nine point nine-nine percent (99.99%) in the course of any two consecutive months, or fails to achieve such uptime in three (3) months during any twelve (12) month period, FIVE NINES agrees to escalate such failure to its senior management and work in good faith to resolve such service level failures.

34 **Taxes.** It is understood that any applicable federal, state or local taxes shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay all such taxes unless a valid exemption state certificate is furnished to FIVE NINES.

35 **Payment Methods.** FIVE NINES accepts payments made by Check, Visa, MasterCard and ACH. Recurring agreement ACH payments are processed on the 15th of the month. Once ACH authorization forms have been received, payment can be scheduled within two (2) business days.



36 **Fees.** A \$35.00 fee will be assessed on any checks not honored by our bank. A \$20.00 late fee will be assessed against invoices seven (7) days overdue, and finance charges (16% APR) will be imposed on balances thirty (30) days past due and each month thereafter until the past due balance is paid in full. After an invoice has gone over 30 days past due and no payment arrangements have been made, the account is subject to be placed on a credit hold, where Five Nines reserves the right to stop services until the account is brought current or other arrangements are made.

37 **Credits.** Credit memos will be communicated via email. Credits may be applied using one of the following methods:

1) Reduction of subsequent invoice payments until the full credit balance has been used. 2) Request for full reimbursement by check.

4. **Coverage**

All contracted services will be provided to Client by FIVE NINES between the hours of 6:30 am and 10:00 pm Monday through Friday, Central Standard Time, excluding holidays. FIVE NINES will make reasonable efforts to respond to emergency requests.

5. **Nondisclosure**

51 **Use of Confidential Information.** FIVE NINES and Client shall only use Confidential Information for the purpose of performing services under this Agreement, and shall make no use of the Confidential Information, in whole or in part, for any other purpose. Both parties agree to refrain from disclosing the Confidential Information to third parties, unless one of the parties has given its prior written authorization to the other. The parties further agree to keep the confidential and safeguard such Confidential Information against unauthorized disclosure to others with at least the same degree of care as it exercises with its own information of a similar nature, but in no event less than reasonable care. However, if the parties are required by subpoena or other court order to disclose any of the Confidential Information, the party shall provide immediate notice of such request to the other party and shall use reasonable efforts to resist disclosure. If, in the absence of a protective order or the receipt of a waiver under this Agreement, the parties are legally required to disclose any Confidential Information, then the parties may disclose such information without liability under this Agreement. In the event that Client provides written consent to FIVE NINES permitting disclosure of Client's Confidential Information to FIVE NINES' subcontractors performing services in connection with this Agreement, FIVE NINES' represents and warrants that (a) the extent of such disclosure is reasonably necessary for such subcontractor to perform such services, and (b) such subcontractors comply with confidentiality, security, and privacy obligations no less protective of Client's Confidential Information than set forth in this Agreement and required by Applicable Law.

52 **Remedies for Breach of Confidentiality.** The Confidential Information protected by this Agreement is of a special character, such that money damages, although available, would not be sufficient to award or compensate for any unauthorized use or disclosure of the Confidential Information. The parties agree that injunctive and other equitable relief would be appropriate to prevent any such actual or threatened unauthorized use or disclosure.

6. **Ownership of Work Product**

61 **General.** All intellectual property rights associated with any ideas, concepts, techniques, processes or other work product created by FIVE NINES during the course of performing the services shall belong exclusively to FIVE NINES, and Client shall have no right or interest therein.

62 **Managed Services Tools.** Notwithstanding anything to the contrary in this Agreement, FIVE NINES will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the managed services which are based on trade secrets or proprietary information of FIVE NINES or are otherwise owned or licensed by FIVE NINES. Licenses will not be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require FIVE NINES or Client to violate the proprietary rights of any third party in any software or otherwise.

7. **Data Security**

71 **Security.** Five Nines represents and warrants that its policies, business practices and methodologies are, to the extent required, or foreseeably required, in compliance with any and all relevant portions of Applicable Law. Five Nines will also comply with any additional procedures and processes respecting Client's Confidential Information that the Client believes to be reasonably necessary for the Client to comply with any of the Applicable Laws.

72 **Unauthorized Disclosure of Confidential Information.** Any actual loss, theft, unauthorized disclosure or other compromise to the confidentiality, security, or integrity of any Client Confidential Information, shall be deemed a "business interruption" as defined in FIVE NINES' Business Continuity Management Policy and triggers said policy. FIVE NINES shall notify Client of any actual loss, theft, unauthorized disclosure or other compromise to the confidentiality, security, or integrity of any Client Confidential Information, as soon as possible after FIVE NINES' discovery thereof with complete information regarding the incident and measures taken to control or reduce the harm occasioned thereby and, at FIVE NINES' cost and expense (except only to the extent the unauthorized disclosure results solely from a security breach on Client's internal data systems, in which case it shall be at Client's cost and expense) shall take such actions required under Applicable Law in response to such incident which may include notifying the Client, law enforcement officials, other regulatory authorities, or affected Client Customers or



73 **Information Security; Access Rights.** FIVE NINES' shall maintain reasonable and appropriate security policies, procedures, and systems to protect PHI or Confidential Information that FIVE NINES manages, processes, stores, or transmits (the "Security Program"). The Services will conform to the provisions of Applicable Law related to the privacy, security, and data protection and destruction of PHI and will include administrative, technical, and physical safeguards that are commensurate with the scope of FIVE NINES' activities and the sensitivity of Client's Confidential Information that FIVE NINES receives. FIVE NINES will ensure that the Services are designed to (i) protect the security, confidentiality and integrity of PHI and Client's Confidential Information, (ii) protect against any anticipated threats or hazards to the security and integrity of PHI and Client's Confidential Information, and (iii) protect against unauthorized access to such information or associated records which could result in substantial harm or inconvenience to any consumer. FIVE NINES shall regularly review all of the key controls, processes and procedures of the Security Program and update the Security Program to best protect against new threats and risks.

As a part of its Security Program, FIVE NINES shall provide for the following access controls: (i) access rights and privileges to information resources containing Confidential Information or PHI shall be granted only on a need-to-know basis and consistent with the level of access required, and (ii) immediately terminate access rights and privileges of FIVE NINES personnel when such personnel no longer provide services to Client, or otherwise do not require access rights and privileges.

74 **Security Practices; Audit.** FIVE NINES represents and warrants that it has up-to-date policies and procedures with respect to its internal controls, including proper controls to maintain in compliance with Applicable Laws and Industry Standards, and shall provide Client a copy of a summary of such policies and procedures as requested. To the extent such policies and procedures are materially amended thereafter, FIVE NINES will provide Client a copy of a summary of such amendment if such policy has, prior to the amendment, been requested by Client.

Annually during the term of this Agreement, FIVE NINES shall conduct a review of its internal controls related to the Security Program. The review shall assess compliance with the Security Program, where the findings and recommendations of which shall be set forth in a report (the "Report"). If requested, FIVE NINES shall deliver a copy of the Report to the Client promptly upon completion of each Report. If the Report contains any recommendations, FIVE NINES shall, at its sole cost and expense, promptly take all actions necessary to comply with such recommendations. If, at any time during the term of this Agreement, the Client has reasonable material concerns regarding FIVE NINES' operational controls and such concerns are not addressed in the Report or in FIVE NINES' response to any recommendations therein, to the Client's reasonable satisfaction, the Client shall so notify FIVE NINES and the parties shall promptly meet in an effort to resolve the stated concerns.

75 **Warranty.** FIVE NINES represents and warrants that it has policies and procedures with respect to its internal controls, including proper controls to maintain in compliance with Applicable Laws and Industry Standards, and shall provide Client a copy of a summary of such policies and procedures as requested. To the extent such policies and procedures are materially amended thereafter, FIVE NINES will provide Client a copy of a summary of such amendment if requested by Client.

76 **Cooperation.** FIVE NINES agrees to, within ten (10) days of Client's written request, make available all records, books, agreements, policies and procedures relating to Client's Confidential Information for the purpose of allowing Client or its agents or auditors to determine FIVE NINES' compliance with this Agreement. FIVE NINES further agrees to use its best efforts in any examination which may be requested by any governmental authority with audit and examination over Client, and provide any information that may be reasonably requested by any governmental authority in connection with their examination or review of Client.

8. Indemnity

81 **Indemnification of Client.** FIVE NINES agrees to indemnify, defend, and hold harmless Client and its Affiliates, directors, officers, employees, and agents against any and all judgments, settlements, penalties, costs and expenses (including reasonable attorney's fees) paid or incurred in connection with any third-party claim(s) relating to: (a) the Services as provided to Client or the use thereof as permitted in this Agreement infringing or misappropriating any valid third-party intellectual property rights; or (b) FIVE NINES improper or unauthorized use or disclosure of PHI or Confidential information. FIVE NINES shall have the right to modify the Services to make them non-infringing, provided that such modified Services provide substantially similar functionality and otherwise comply with the terms of this Agreement. Provided, however, FIVE NINES shall have no obligation with respect to any claims of infringement that arise from: (i) modifications to the Services (other than by or on behalf of FIVE NINES); (ii) combinations of the Services with other software or products not provided or authorized by FIVE NINES; (iii) any modifications to the Services made at Client's request if such claim would not have occurred but for the requested modification; (iv) any unauthorized use of the Services by Client or otherwise under Client's account; or (v) Client's breach of its representations and warranties under Section 8. To the extent a third-party claim of infringement arises from the activities set forth in the preceding sentence, Client agrees to indemnify, defend and hold harmless FIVE NINES and its Affiliates, directors, officers, employees and agents, against any and all judgments, settlements, penalties, costs and expenses (including reasonable attorney's fees) paid or incurred in connection therewith.

82 **Indemnification of FIVE NINES.** Client acknowledges that by entering into and performing its obligations under this Agreement, FIVE NINES will not assume and shall not be exposed to the business and operational risks associated with Client's business, and Client therefore agrees to indemnify, defend and hold FIVE NINES harmless from any and all claims, actions, damages, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of or related to the conduct of Client's business except as a result of FIVE NINES' failure of its obligations hereunder.



83 **Procedures.** The indemnities in this Section 8 are contingent upon: (i) the indemnified party promptly notifying the indemnifying party in writing of any claim which may give rise to a claim for indemnification (provided, however, that failure to provide such prompt notice to the indemnifying party shall not affect indemnification obligations thereunder in the absence of actual prejudice to the indemnifying party); (ii) the indemnified party shall permit the indemnifying party to assume and control the defense of any action upon the indemnifying party's written acknowledgment of the obligation to indemnify (unless, in the opinion of counsel of the indemnified party, such assumption would result in a material conflict of interest); and (iii) the indemnifying party shall not enter into any settlement or compromise of any claim without the indemnified party's prior written consent, which shall not be unreasonably withheld. In addition, the indemnified party may, at its own expense, participate in its defense of any claim. In the event that the indemnifying party assumes the defense of any such claim, the indemnifying party is not liable for attorney's fees and costs incurred by the indemnified party.

9. Representation and Warranties

91 FIVE NINES represents and warrants that it (a) has the right, power and authority to enter into the Agreement and to fully perform all of the obligations hereunder, (b) will use commercially reasonable efforts to provide all services required of it under the Agreement in accordance with all Applicable Laws and prevailing industry standards (c) owns or has acquired the requisite rights from third parties to the FIVE NINES property; (d) shall not knowingly or negligently introduce undisclosed operational limiting routines, viruses, malicious code (a.k.a. "Trojans"), date bugs or copy protection devices, administrative interfaces (a.k.a. "Backdoors"), keystroke or data capture/transmission facilities (a.k.a. "Spyware") embedded in the Systems FIVE NINES uses to perform the Services and that it makes available to Client and its customers.

92 FIVE NINES does not manufacture hardware or commercial off-the-shelf (COTS) software covered under this Agreement. Any warranty provisions are passed through from the manufacturer and are subject to the manufacturer's limitations. Any labor supplied by FIVE NINES is not covered under the terms of the manufacturer's warranty.

93 FIVE NINES may provide equipment owned by FIVE NINES and housed at Client's premises. Such equipment may include, but is not limited to routers, desktops, servers, software, and remote backup devices. Such equipment shall be treated with the same care and security as similar equipment owned by Client. Client shall be held liable for any damage or loss not covered by the manufacturer's warranty. If such loss or damage occurs, Client will be invoiced the current replacement cost of the equipment plus shipping and handling and related installation charges.

94 FIVE NINES shall maintain and pay all premiums on the following insurance coverages. The insurance shall be written in accordance with the limits of liability specified as part of this Agreement and shall be written on an occurrence basis only. FIVE NINES shall ensure that all insurance policies required pursuant to this Agreement are issued by insurance companies with an A.M. Best's rating of no less than A-.

- Commercial General Liability: \$1,000,000.00
- Cyber Liability Insurance: \$2,000,000.00
- Crime Insurance: \$250,000.00
- Professional Liability/Errors and Omissions Insurance: \$2,000,000.00
- Umbrella or Excess Liability Insurance: \$5,000,000.00

10. Disclaimer of Warranties; Limitation of Damages

101 **THE EXPRESS, BUT LIMITED, WARRANTY ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING FIVE NINES SERVICES. FIVE NINES AND ITS AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE.**

102 **EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN SECTION 8, FIVE NINES AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST DATA, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION ARISING FROM OR RELATING TO THIS AGREEMENT OR ARISING FROM OR RELATING TO THE USE OF THE SOFTWARE WHICH HAS BEEN MODIFIED BY ANYONE OTHER THAN FIVE NINES, LOSS OF PROGRAMS, AND THE LIKE, THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, LOSS OF DATA, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR OTHER TORTS), TO THE EXTENT ALLOWED BY LAW, EVEN IF FIVE NINES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**



310. Client agrees that the total liability of FIVE NINES and its affiliates and the sole remedy of Client and any End User for any claims regarding FIVE NINES services is limited to the amounts paid under this Agreement, or the maximum allowed under FIVE NINES' insurance policy, whichever is greater. Notwithstanding the foregoing, FIVE NINES total liability for a breach of Section 8 (Indemnification) and Section 7 (Data Security) shall not exceed two million dollars (\$2,000,000.00).

10.4 Except as expressly provided in the Agreement, Client acknowledges that (a) FIVE NINES is in no manner responsible for any action or inaction of any third party not engaged by it or under its control; (b) FIVE NINES has not represented that the services shall be uninterrupted, error-free, or without delay; and (c) FIVE NINES does not and cannot control the flow of data through the Internet, and such flow depends in large part on the performance of third parties whose actions or inactions can, at times, produce situations in which connections to the Internet (or portions thereof) may be impaired or disrupted.

ACCORDINGLY, CLIENT ACKNOWLEDGES THAT FIVE NINES DISCLAIMS ALL LIABILITY RELATED TO EVENTS OUTSIDE OF ITS CONTROL AND/OR IN THE CONTROL OF THIRD PARTIES, AND CLIENT SHALL HAVE NO RIGHT TO RELY UPON ANY REPRESENTATION OR WARRANTY OF ANY THIRD PARTY IN RESPECT TO THE SERVICES. Further, Client acknowledges that, in providing the services, FIVE NINES shall necessarily rely upon information, instructions, and services from Client, its administrator, employees and agents, and other third parties providing computer and communications hardware, software, and Internet services. Except as expressly provided in the Agreement, Client fully assumes the risk associated with errors in such information, instructions, and services.

11. Non Solicitation of Employees. Client acknowledges that FIVE NINES has a substantial investment in its employees that provide services to Client under this Agreement and that such employees are subject to FIVE NINES's control and supervision. In consideration of this investment, Client agrees not to solicit, hire, employ, retain, or contract with any employee of Five NINES, without first receiving FIVE NINES's written consent. If any employee involved with the delivering of these services terminates his or her employment with FIVE NINES (regardless of the reason for termination), and is employed by Client (or any affiliate or subsidiary of Client) in any capacity either during the term of this agreement or within a 12 month period thereafter, Client shall immediately pay FIVE NINES an amount equal to 400% of the then current yearly salary or wage paid by FIVE NINES to such employee. This amount is intended by the parties to be a reasonable calculation of the projected costs FIVE NINES would incur to identify, recruit, hire and train suitable replacement personnel.

12. General Provisions

121 Equipment & Facilities. Client agrees that FIVE NINES may utilize certain items of Client's equipment and may gain access to Client facilities. Client retains title and ownership in all of Client's equipment owned by Client and utilized by FIVE NINES. Facility access may be denied for any reason at any time, however if access to facilities is denied, Client understands that FIVE NINES may be unable to perform their duties adequately and if such a situation should exist, FIVE NINES will be held harmless.

122 Passwords. Client acknowledges that FIVE NINES may need access to any and all systems and resources to perform their duties under this contract. As such, FIVE NINES must have access to any and all passwords necessary to perform duties under this agreement. .

123 Waiver. The failure or forbearance of FIVE NINES or Client to enforce any right or claim against the other party shall not be deemed to be a waiver by FIVE NINES or Client of such right or claim or any other right or claim hereunder. The waiver by FIVE NINES or Client of a breach hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other provision.

124 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject hereof and supersedes all prior proposals, agreements, negotiations, correspondence, demonstrations, and other communications, whether written or oral, between FIVE NINES and Client. No modification or waiver of any provision hereof shall be effective unless made in writing signed by both FIVE NINES and Client.

125 Severability. If any provision hereof is determined in any proceeding binding upon the parties hereto to be invalid or unenforceable, that provision shall be deemed severed from the remainder of the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect.

126 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the obligation for the payment of money) on account of any cause that is beyond the reasonable control of such party.

127 Applicable Law and Venue. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Nebraska.

128 Notices. Except where provided otherwise, notices hereunder shall be in writing and shall be deemed to have been fully given and received when mailed by registered or certified mail, return receipt requested, postage prepaid, and properly addressed to the offices of the respective parties as specified in the first paragraph of this Agreement, or at such address as the parties may later specify in writing for such purposes. The foregoing shall apply regardless of whether such mail is accepted or unclaimed.



129 **Assignment.** This Agreement shall inure to the benefit of, and be binding upon, any successor to or purchaser of FIVE NINES whether by contract, merger or operation of law. Except for this limited right of assignment, neither party shall assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without the other party's prior written consent. Any attempted assignment or delegation in contravention of this provision shall be void and ineffective.

1210 **Pricing Information; Availability Disclaimer.** FIVE NINES reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements.

FIVE NINES reserves the right to adjust charges should Client reduce, limit or eliminate Client technology support resources and/or employee positions existing at the time of execution of this Agreement. All orders are subject to Product availability and the availability of Personnel to perform the Services. Once an order is accepted, FIVE NINES must perform the Services in accord with the order. If Services are performed on a time and materials basis, any estimates provided by FIVE NINES are for planning purposes only, however, FIVE NINES shall receive prior written consent from Client prior to exceeding such estimate.

1211 **Dispute Resolution.** Except for the right of either party to apply to a court of competent jurisdiction for a Temporary Restraining Order, Preliminary Injunction, or other equitable relief to preserve the status quo or prevent irreparable harm FIVE NINES and Client understand and agree that the implementation of this Agreement will be enhanced by the timely and open resolution of any disputes or disagreements between such parties. Each party hereto agrees to use its best efforts to cause any disputes or disagreements between such parties to be considered, negotiated in good faith, and resolved as soon as possible.

In the event that any dispute or disagreement between the parties cannot be resolved to the satisfaction of FIVE NINES' Director of Service and the representative of the Client who signs this agreement within ten (10) days after either organization has notified the other in writing of the need to resolve the specific dispute or disagreement within such ten (10) day period, then the dispute or disagreement shall be immediately referred in writing to the President of FIVE NINES and the President of Client (or their respective successors) for consideration. In the event that such officers of FIVE NINES and Client cannot resolve such dispute or disagreement to their mutual satisfaction within ten (10) days after the latter person has received written notice of the need to resolve the specific dispute or disagreement within such ten (10) day period, then the dispute or disagreement shall be immediately referred to in writing to the CEO of Five Nines and the CEO of the Client (or their respective successors) for consideration.

No resolution or attempted resolution of any dispute or disagreement pursuant to this Section shall be deemed to be a waiver of any term or provision of this Agreement or consent to any breach or default unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

1212 **Arbitration.** Except for the right of either party to apply to a court of competent jurisdiction for a Temporary Restraining Order, Preliminary Injunction, or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection and confirmation of the arbitrator, any and all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof which the parties are unable to resolve pursuant to the Dispute Resolution process contained in paragraph 12.11 of this Agreement shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association (AAA) then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties or in accordance with AAA rules. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

13. **Title; Transfer of Ownership.** In performance of the Services FIVE NINES will purchase personal property including but not limited to hardware, software and software licenses from third parties and act as reseller providing identified personal property to client. Client agrees that ownership of this personal property will pass from FIVE NINES to Client upon receipt of goods and identification (set aside, marked and labeled) by FIVE NINES.

Insurance Requirements

Submission date: **12 January 2023, 12:10PM**

Receipt number: **709**

Related form version: **17**

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**
- 14. Cyber Insurance**
- 15. Technology Errors & Omissions**

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.

14. Cyber Insurance: The Contractor shall have, maintain, and provide proof of Cyber Liability Insurance.

- A. **Basis:** Claims-made basis with a retrospective date the earlier of the date of this Agreement or prior to work commencing.
- B. **Limits:** Not less than \$2,000,000 per claim and \$2,000,000 in the aggregate.
- C. **Coverage:** Coverage shall include coverage for unauthorized access, data security and privacy breach, notification costs and regulatory defense, including costs of investigating a potential or actual breach or potential extortion or ransomware claims.
- D. **Tail Coverage:** Shall be maintained for a minimum of two (2) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) completion of the Work. In the event the policy is not renewed, Contractor shall arrange for a two (2) year extended reporting period provision.
- 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.

15. Technology Errors & Omissions: The Contractor shall have, maintain, and provide proof of Technology Errors and Omissions Liability Insurance.

- A. **Basis:** Claims-made basis with a date retroactive to the earlier of the date of this Agreement or Work commencing.
- B. **Limits:** Not less than \$2,000,000 each claim and \$2,000,000 in the aggregate.
- C. **Coverage:** including coverage for network security/data protection/cyber liability insurance, covering liabilities for financial loss resulting or arising from acts, errors, or omissions in rendering technology/professional services to the Owner or in connection with the specific services described in violation or infringement of any right of privacy, including: breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended; data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential information in whatever form, transmission of a computer virus or other type of malicious code, and participation in a denial of service attack on third party computer systems; loss or denial of service; no cyber terrorism exclusion
- D. **Tail Coverage:** Shall be maintained for a minimum of two (2) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) completion of the Work. In the event the policy is not renewed, Contractor shall arrange for a two (2) year extended reporting period provision.
- 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.

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)

llirons@lincoln.ne.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2023

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

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

PRODUCER UNICO Group 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: Cortney Moderacki PHONE (A/C, No, Ext): (402) 434-7200 E-MAIL ADDRESS: cmoderacki@unicogroup.com FAX (A/C, No): (402) 434-7272
INSURED Five Nines Technology Group, Inc. 5617 Thompson Creek Blvd. Lincoln NE 68516	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty of America INSURER B: Phoenix Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 25674 25623

COVERAGES**CERTIFICATE NUMBER:** 22-23 All + Tech + Cyber**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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP15T48861	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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			BA-1N160610-22-I5-G	06/30/2022	06/30/2023	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-9K164026-22-I5	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	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	N / A	UB-2H868694-22-I5	06/30/2022	06/30/2023	<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	Cyber Liability Errors & Omissions			ZPL15T4885A	06/30/2022	06/30/2023	Cyber Limit \$2,000,000 E&O Limit \$2,000,000

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

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status including completed operations only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status. Business Auto includes a blanket automatic additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status. The General Liability, Business Auto & Workers Compensation policies include blanket automatic waiver of subrogation endorsements that provide waiver in favor of the certificate holder/entity(ies) when required by written contract with the named insured prior to a loss. Additional Insured includes: West Haymarket Joint Public Agency.

CERTIFICATE HOLDER**CANCELLATION**

West Haymarket Joint Public Agency c/o City Attorney 555 So. 10th Street Lincoln NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <p>A. Non-Owned Watercraft - 75 Feet Long Or Less</p> <p>B. Who Is An Insured - Unnamed Subsidiaries</p> <p>C. Who Is An Insured - Employees - Supervisory Positions</p> <p>D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies</p> <p>E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> <p>F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>G. Blanket Additional Insured - Broad Form Vendors</p> | <p>H. Blanket Additional Insured - Controlling Interest</p> <p>I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers</p> <p>J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises</p> <p>K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations</p> <p>L. Medical Payments - Increased Limit</p> <p>M. Blanket Waiver Of Subrogation</p> <p>N. Contractual Liability - Railroads</p> <p>O. Damage To Premises Rented To You</p> |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II - WHO IS AN INSURED:**

e. Any person or organization that, with your express or implied

consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II - WHO IS AN INSURED**:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of

the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization, other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II - WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written

contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless 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;

- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

- 1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person,

and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- 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 an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: UB-2H868694-22-I5-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III - Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - (2) If a claim is made or "suit" is brought against the additional insured:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive

COMMERCIAL GENERAL LIABILITY

written notice of the claim or "suit" as soon as practicable.

- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover

such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** - Commercial General Liability Conditions.

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 Daktronics, Inc. for a new scoreboard and ribbon board control system at the Pinnacle Bank Arena,
5 for a total amount not to exceed \$124,775.00, pursuant to Quote-Requisition OR 17554, is hereby
6 approved and the Chairperson of the West Haymarket Joint Public Agency Board of
7 Representatives is hereby authorized to execute said Contract.

Adopted this _____ day of January, 2023.

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

Tammy Ward

CONTRACT DOCUMENTS

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

**Scoreboard and Ribbon Board Control Upgrade
Sourcewell Contract No. 050819-DAK**

**Daktronics, Inc.
201 Daktronics Drive
Brookings, SD 57006
800-325-8766**

West Haymarket Joint Public Agency Contract Terms

THIS CONTRACT, made and entered into by and between **Daktronics, Inc., 201 Daktronics Drive, Brookings, SD 57006**, hereinafter called Contractor, and the West Haymarket Joint Public Agency, Lincoln, Nebraska, a municipal corporation, hereinafter called the 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:

Scoreboard and Ribbon Board Control Upgrade, Sourcewell Contract No. 050819-DAK
and,

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

WHEREAS, the JPA, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier 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 the JPA have agreed and hereby agree as follows:

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

The JPA will pay for products/services, according to the pricing as listed in Contractors Quote, a copy thereof being attached to and made a part of this Contract for a total of \$124,775.00.

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.
5. TERMINATION: This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The JPA may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the JPA will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the JPA and employees of the JPA shall not be deemed to be employees of the Contractor. The Contractor and the JPA shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the 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. PERIOD OF PERFORMANCE: The product included in this Contract shall be received within thirty-five (35) to forty (40) weeks at which time the Work shall begin. The Work shall be completed during consecutive working days.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Quote
 3. Specifications
 4. Insurance Requirements
 5. Certificate of Insurance and Endorsements
 6. Sales Tax Exemption Forms 13

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

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

IN WITNESS WHEREOF, the Contractor and the JPA do hereby execute this contract upon completion of signature on:

Vendor Signature Page

West Haymarket Joint Public Agency Signature Page

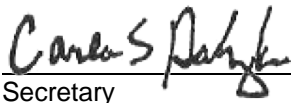
Vendor Signature Page

CONTRACT
Scoreboard and Ribbon Board Control Upgrade
Sourcewell Contract No. 050819-DAK
West Haymarket Joint Public Agency
Daktronics, Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

 _____ Seal
Secretary

Daktronics, Inc.
Name of Corporation

201 Daktronics Dr. Brookings, SD 57006
Address
By: _____
Duly Authorized Official

Sales Coordinator
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
Scoreboard and Ribbon Board Control Upgrade
Sourcewell Contract No. 050819-DAK
West Haymarket Joint Public Agency
Daktronics, Inc.**

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 _____



DAKTRONICS QUOTE

Services

Onsite Installation & Testing

Onsite Operator Training – 2 Days

Onsite Control System Specialist – 1 Day Event Support

Warranty – 1 Year Parts & Labor

- 3rd Party equipment warranty to be provided by the manufacturer

Freight included

TOTAL PRICE (EXCLUDING TAXES) \$ 124,775.00

(amount in USD)

FIRST YEAR OF SERVICE:

One Year Standard Parts and Labor Warranty DD1425981

(<http://www.daktronics.com/standardpartsandlabor>) concurrent with One Year Warranty and Limitation of Liability

3RD PARTY PRODUCT WARRANTIES

Third party systems and ancillary equipment includes, but is not limited to, front end video encoders, audio systems, video processors and players, LCD displays, IPTV set-tops, and video extension equipment.

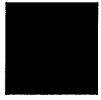
Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to www.daktronics.com/exclusions. Duration and coverage of Flat-Panel warranty will vary by manufacturer. Please check with your Daktronics Sales Representative to discuss out of the box coverage or extended warranty options.

The parties agree that due to the volatile market for materials, including but not limited to steel, copper wire, electrical devices, and other related components, Daktronics reserves the right to adjust the contract price prior to execution of the Quote.

Unless otherwise provided on the attached Installation Responsibilities Checklist, the following are not included: permits, duties, taxes, foundations, structural beams, installation, identification panels, power, conduit, and electrical hookup to the equipment. Taxes: Buyer must provide a sales tax exemption certificate to claim exemption. Specifications subject to change; refer to shop drawings for exact dimensions prior to construction. This quote is subject to the following:

- SL-02375 Standard Terms and Conditions of Sale
 - (http://www.daktronics.com/terms_conditions/SL-02375.pdf)
- SL-02374 Standard Warranty and Limitation of Liability
 - (http://www.daktronics.com/terms_conditions/SL-02374.pdf)

Without limiting any other provision in this Agreement, the parties agree that any delays caused directly or indirectly as a result of the COVID-19 pandemic are excusable and will extend the time for performance under this Agreement. Delays may be caused by, without limitation,



DAKTRONICS QUOTE

Pinnacle Bank Arena
400 Pinnacle Arena Drive
Lincoln, NE 68508
Ryan Weiss
512-600-5000

768391-1 REV 5
05-Oct-2022
Valid for 60 Days
FCA: Daktronics
Payment Terms: N30 from Shipment
Sourcewell Contract: 050819-DAK

RE: Pinnacle Bank Arena – Control Upgrade

Daktronics, Inc. ("Daktronics") appreciates the opportunity to provide a Quote to Pinnacle Bank Arena ("Purchaser").

After reviewing your current control system and request, we have assembled the best solution to remove the Click Effects computers, as well as achieve the desired state of upgrading your control system to the latest generation of Daktronics control equipment.

Equipment

DMP-8300 Media Player – QTY 2
DMP-8301 Media Player – QTY 2
Venus Control Suite Server – QTY 1
Venus Control Suite License – QTY 1
Show Control Rack Mount – QTY 2
Show Control License – QTY 2
OES Scoring Interface
DSTI Software
Data Studio
Lightware 8x8 DVI Router- QTY 1
Lightware Router Interface -QTY 1
Catalyst 9200 - C9200L-48P-4X-E – QTY 1
PWR-C5-1KWAC – QTY 2
DIGITAL FORECAST Bridge X_TS V3 Trouble Shooter Expanded Kit – QTY 1
Raritan Dominion KX III KVM Kit with 2 user stations and 4 extra CIMS

- DKX3-416 - Raritan Dominion KX3 4 x 16 KVM/IP Switch -QTY 1
- DKX4-UST - Raritan Dominion KX4 User Station -QTY 2
- D2CIM-DVUSB-DP - Raritan Computer Interface Module – DP -QTY 7
- D2CIM-DVUSB-HDMI - Raritan Computer Interface Module – HDMI -QTY 1
- D2CIM-DVUSB-DVI - Raritan Computer Interface Module – DVI -QTY 1
- D2CIM-DVUSB - Raritan Computer Interface Module – VGA - QTY 2
- Rack Kit DK3-UST - Raritan L Type RM Kit for DKX3/4 User Station -QTY 2



DAKTRONICS QUOTE

government mandates, unsafe site conditions, or resource constraints arising out of conformity with CDC guidelines or government mandates.

Matt Senden
Application Engineer
605-695-2126
Matt.Senden@Daktronics.com

The undersigned has actual authority to execute this document, and Daktronics is relying upon such authority.

ATTESTATION:

PURCHASER:

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

DAKTRONICS, INC.:

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

Estimated Delivery: Standard lead-times are currently 35-40 weeks. Specific dates to be confirmed with order.

INSTALLATION RESPONSIBILITIES CHECKLIST

Responsible Party		Description
Daktronics	Customer	
✓		1. Removal of existing equipment.
	✓	2. Disposal of existing equipment.
✓		3. Generate and issue site specific electrical and signal drawing submittals for equipment.
	✓	4. Unobstructed access to equipment and control room installation site until display is 100%.
✓		5. Site clean-up after Daktronics work.
✓		6. Crating and shipping of all equipment to facility via common or independent carrier.
	✓	7. Accept, lift, unload, and inspect all equipment and control equipment from carrier.
	✓	8. Provide storage of equipment and control equipment in a safe, dry, and secure location until installation.
	✓	9. Communication responsibility (DSL line, Network, Static IP address and associated monthly fees) as necessary for this system. Supply static IP address five (5) days prior to installation.
✓		10. Furnish signal cable as delineated on the quote.
✓		11. Terminate signal cable at control location and Equipment.
	✓	12. Provide climate controlled, secured control room for all control systems (on/off venue site). Control room is to be climate controlled by Customer. Normal operating temperature should be between 65 and 75 degrees Fahrenheit. Normal operating humidity should be less than 80 percent non-condensing. Storage temperature should be between 40 and 95 degrees Fahrenheit. Storage humidity should be less than 95 percent non-condensing.
	✓	13. Provide high speed internet connection to control room equipment.
	✓	14. Required power outlets on clean dedicated circuit(s) for all and control equipment.
✓		15. Unpack, set-up, hook-up, and testing of control system.
✓		16. Provide personnel for maintenance and operator training.
✓		17. Perform final systems testing and commissioning.
✓		18. Final acceptance, per DF-1252.
✓		19. Walk-thru inspection at Substantial Completion and identification of punch list items
✓		20. Completion of punch list items.

NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.

GENERAL SPECIFICATIONS
Control System for Scoreboard and Ribbon Board

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln & West Haymarket JPA hereinafter referred to as City, is requesting a company to furnish and provide installation of a new control system for the scoreboard and ribbon board.
 - 1.1.1 A new scoreboard & ribbon board control system upgrade for our Panasonic scoreboard and ribbon board was delivered and installed at the Pinnacle Bank Arena, 400 Pinnacle Arena Drive, Lincoln, NE.
 - 1.1.2 Must match with Nebraska Huskers control system
 - 1.1.3 See details below for the exact requirements of items need.
 - 1.1.4 Onsite Installation & Testing
 - 1.1.5 Onsite Operator Training for 2 days and 1 event day
 - 1.1.6 Manufacture must provide a warranty for 1 year after the completion date
 - 1.1.7 Provide 3 references of similar installs
- 1.2 Bidders may only respond to this invitation via the City/Country Ebid system.
 - 1.2.1 Vendors may register and respond by accessing City/County Ebid system at the following website: www.lancaster.ne.gov. Keyword: bid
- 1.3 All inquiries regarding this specification shall be directed via e-mail to Sharon Mulder, Purchasing Agent, (smulder@lincoln.ne.gov)
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders as an electronic addendum.
 - 1.3.2 The City shall only reply to written inquiries received within three (3) calendar days of bid opening.
 - 1.3.3 Addendums will be issued electronically via the Ebid system.
- 1.4 Vendors who wish to deviate from these specifications must do so by a written request to the Purchasing Agent according to the dates and requirements listed in section 1.3 above. Failure to submit deviations as requested may result in the rejection of the bid.
 - 1.4.1 The City reserves the right to request additional information after the close of a bid to ensure full compliance with the requirements of this document and other documents posted in the Ebid system.
- 1.5 The City will not make advance payment for any portion of the awarded contract without a full performance/supply bond provided to the City prior to contract execution.
- 1.6 Work may be performed at the job site during operating hours which are from 8 am – 5 pm, Monday – Friday. Work outside of these days and times shall be subject to the approval of the Owner
- 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 Owners Representative for this project will be Ryan Weiss, Director of Operations Pinnacle Bank Arena.
- 1.10 The Project Manager for this project will be, Joe Mack, IT Manager, Pinnacle Bank Arena.

2. Control System for Arena Scoreboard and Ribbon Board

- 2.1 The following items listed below are items needed to be furnished and inside the furnished grading existing control system to work with the existing Panasonic scoreboard and ribbon board.

- 2.1.1 – DMP – 8300 Media Player – QTY 2
- 2.1.2 – DMP 8302 Media Player – QTY 2
- 2.1.3 – Venus Control Suite Server – QTY 1
- 2.1.4 – Venus Control Suite License – QTY 1
- 2.1.5 – Show Control Rack Mount – QTY 2
- 2.1.6 – Show Control License – QTY 2
- 2.1.8 – OES Scoring Interface
- 2.1.9 – DSTI Software
- 2.1.10 – Data Studio
- 2.1.10 – Lightware 8x8 DVI Router – QTY 1
- 2.1.11 – Lightware Router Interface – QTY 1
- 2.1.12 – Catalyst 9200 – C9200L-48P-4X-E – QTY 1
- 2.1.13 – PWR-C5-1KWAC – QTY 2
- 2.1.14 – Digital Forecast Bridge X_TS Trouble Shooter Expanded Kit – QTY – 1
- 2.1.15- Raritan Dominion KX III KVM Kit with 2 user stations and 4 extra CIMS
 - DKX3- 416 – Raritan Dominion KX3 4 x 16 KVM/IP Switch – QTY- 1
 - DKX4 – UST – Raritan Dominion KX4 User Station – QTY -2
 - D2CIM – DVUSB-DP – Raritan Computer Interface Module – DP – QTY – 7
 - D2CIM-DVUSB-HDMI-Raritan Computer Interface Module – HDMI – QTY – 1
 - D2CIM-DVUSB-DVI - Raritan Computer Interface Module – DVI – QTY- 1
 - D2CIM-DVUSB – Raritan Computer Interface Module – VGA – QTY – 2
 - Rack Kit DK3 – UST – Raritan L Type RM Kit for DKX3/4 User Station – QTY 2
- 2.2 Other items to be built into the control system provided by the bidding company:
 - 2.2.1 – Removal of existing equipment
 - 2.2.2 – Generate and issue site-specific site-specific signal drawing submittals for equipment
 - 2.2.3 – Site clean-up after work
 - 2.2.4 – Furnish signal cable
 - 2.2.5 – Terminate signal cable at control location and equipment
 - 2.2.6 – Unpack, set-up, hook-up and testing of control system
 - 2.2.7 – Provide personnel for maintenance and operator training
 - 2.2.8 – Preform final system testing and commissioning
 - 2.2.9 – Walk-thru inspection at substantial completion and identification of punch list
 - 2.2.10 – Complete punch list items
 - 2.2.11 - Full as built drawings provided and approved by PBA before completion

3. Execution

- 3.1 Winning bidder can install a new Control System immediately depending on schedule of Pinnacle Bank Arena.
- 3.2 Operators must receive no less than 2 days of training
- 3.3 Support tech must be on site for the first event just in case of any issue
- 3.4 Must interface to OES

4. Delivery

- 4.1 Delivery of the control system components should be set up in advance and can only be delivered to Pinnacle Bank Arena Monday – Friday from 8am – 4pm.

5. Warranty

- 5.1 Standard warranty which is preferred, and how many years the warranty is available.

- 5.2 Extended warranty if available and how many years extended warranty is available.

6. Evaluation And Award

- 5.1 The City will award this bid based on the Vendor being the lowest cost, deemed responsible and responsive according to the document in the Ebid system and by further investigation of the vender by the City following receipts of bids.
 - 5.1.1 Failure to comply with the instruction in the bid document and meet the requirements as listed may result in a determination of non-responsive or not responsible.
- 5.2 The City reserves the right to utilize life-cycle cost analysis of bids received in order to determine the lowest cost.
 - 5.2.1 Life-cycle cost factors include, but may not be limited to, the installation time, and warranty period.
- 5.3 Vendor references will be checked to ensure that all requirements of the bid can be met.
 - 5.3.1 Failure to provide sufficient references, or references that cannot guarantee a successful installation, may result in the rejection of bids.
- 5.4 See Instructions to bidders for addition information regarding bid and award requirements.

Insurance Requirements

Submission date: **16 December 2022, 11:57AM**

Receipt number: **668**

Related form version: **17**

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 **WHJPA** following:

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 **West Haymarket Joint Public Agency**
Certificate Holder on the COI using the following
address: 555 S. 10th St., Lincoln, NE 68508

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)

01/13/2023

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

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

PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 CN101850955-GAWU-22-23	CONTACT NAME: Marsh U.S. Operations. PHONE (A/C, No, Ext): 866-966-4664 E-MAIL ADDRESS: Minneapolis.CertRequest@marsh.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co Of CT INSURER B: Travelers Indemnity Company of America INSURER C: Travelers Property Casualty Co. of America INSURER D: INSURER E: INSURER F:
INSURED Daktronics, Inc. 201 Daktronics Drive PO Box 5128 Brookings, SD 57006-5128	NAIC # 25682 25666 25674

COVERAGES **CERTIFICATE NUMBER:** CHI-010220663-01 **REVISION NUMBER:** 1

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 checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HE-660-117D6882-TCT-22	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HJCAP-117D6901-TIL-22	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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 N	N/A	UB-9K396901-22-13-K (AOS) UB-9K250310-22-13-R (AZ,MA,WI)	10/01/2022 10/01/2022	10/01/2023 10/01/2023	<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

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

Scoreboard and Ribbon Board Control Upgrade Sourcewell Contract No. 050819-DAK - Daktronics Quote #768391

WHJPA, City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission are included as additional insured (except workers compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operation of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER

WHJPA
C/O City Attorney
555 S. 10th Street
Lincoln, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Marsh USA Inc.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- b. The insurance provided to such additional insured does not apply to:
 - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
 - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

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

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

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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.

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes 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 purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Non-Owned Watercraft – 75 Feet Long Or Less
- B. Who Is An Insured – Unnamed Subsidiaries
- C. Who Is An Insured – Employees – Supervisory Positions
- D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
- E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures
- F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
- G. Blanket Additional Insured – Broad Form Vendors
- H. Blanket Additional Insured – Controlling Interest
- I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
- J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
- K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- L. Medical Payments – Increased Limit
- M. Blanket Waiver Of Subrogation
- N. Contractual Liability – Railroads
- O. Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless 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;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

COMMERCIAL GENERAL LIABILITY

HE-660-117D6882-TCT-22

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;

- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR NONRENEWAL
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 90

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 90

PROVISIONS

- A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED PERSON OR ORGANIZATION – NOTICE OF
CANCELLATION, NONRENEWAL OR MATERIAL
LIMITATION OF COVERAGE PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice:	30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice:	30
MATERIAL LIMITATION OF COVERAGE:	Number of Days Notice:	

PERSON OR ORGANIZATION: SEE ENDORSEMENT IL T8 03

ADDRESS:

PROVISIONS

- A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.
- C.** If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

POLICY NUMBER: HE-660-117D6882-TCT-22

GENERAL PURPOSE ENDORSEMENT

DESIGNATED ENTITY EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

Endorsement IL T3 54 05 19, Designated Entity - Earlier Notice Of Cancellation/Nonrenewal Provided By Us, SCHEDULE, to read:

CANCELLATION: Number of Days Notice: 30
WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

NAME:

Any person or organization to whom you have agreed in a written contract that notice of cancellation, nonrenewal or material limitation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation, nonrenewal or material limitation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in the Schedule.

Address:

The address for that person or organization included in such written request from you to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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 an "employee's" name, with your

COMMERCIAL AUTO

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".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

— The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED PERSON OR ORGANIZATION – NOTICE OF
CANCELLATION, NONRENEWAL OR MATERIAL
LIMITATION OF COVERAGE PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice:	30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice:	30
MATERIAL LIMITATION OF COVERAGE:	Number of Days Notice:	

PERSON OR ORGANIZATION: SEE ENDORSEMENT IL T8 03

ADDRESS:

PROVISIONS

- A.** If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown

in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

- C.** If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

COMMERCIAL AUTO POLICY

ENDORSEMENT - IL T8 03 10 22

POLICY NUMBER HJ-CAP-117D6901-TIL-22

** THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. **

DESIGNATED PERSON OR ORGANIZATION

IT IS AGREED THAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER
THE FOLLOWING:

COMMERCIAL AUTO COVERAGE PART

ENDORSEMENT IL T3 54 05 19, DESIGNATED ENTITY EARLIER NOTICE
OF CANCELLATION/NONRENEWAL PROVIDED BY US, SCHEDULE, TO READ
AS FOLLOWS:

NAME:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A
WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, NONRENEWAL OR
MATERIAL LIMITATION OF THIS POLICY WILL BE GIVEN, BUT ONLY
IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE,
INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES
NOTICE FROM US OF THE CANCELLATION, NONRENEWAL OR
MATERIAL LIMITATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE
THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN
IN THE SCHEDULE.

ADDRESS:

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

EFFECTIVE DATE 10-01-22 EXPIRATION DATE 10-01-23
PAGE 0001 DATE OF ISSUE 09-20-22

POLICY NUMBER: UB-9K396901-22-I3-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.
INCLUDING:
THE INSURANCE COVERAGE REFERENCED HEREIN.

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.

POLICY NUMBER: UB-9K396901-22-I3-K

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

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

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

SCHEDULE

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

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

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____