

Tracking No. 17050077

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**Annual Supply and Administering - Influenza Vaccine
Quote No. 5618**

**Kohl's Pharmacy & Homecare
5000 Dodge Street
Omaha, NE 68132
402-895-6812 x114**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Kohll's Pharmacy & Homecare, 5000 Dodge Street, Omaha, NE 68132**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner 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:

Annual Supply and Administering - Influenza Vaccine, Quote 5618

and,

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

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

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

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

Agreement to Line Items 1, 3, 4 and 6 of Contractor's Proposal.

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

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The cost of products or services for County agencies shall not exceed \$9,400.00 during the contract term without approval by the Board of Commissioners. The cost of products or services for City Departments shall not exceed \$19,000.00 during the contract term without approval.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.

8. Period of Performance. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.

9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Insurance Certificate
 4. Addendum No. 1
 5. Special Provisions
 6. Specifications
 7. Instructions to Bidders
 8. Insurance Requirements
 9. Proprietary Information for Bids/Quotes/RFP's

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

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

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

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page

Vendor Signature Page

**Contract
Annual Supply and Administering - Influenza Vaccine
Quote No. 5618
City of Lincoln
Kohl's Pharmacy & Homecare**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary

Seal

Kohl's Pharmacy Homecare
Name of Corporation
12159 Q St. Omaha, NE 68137
Address
By: *Marty Feltner Pham*
Duly Authorized Official
Director of Pharmacy
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

**Contract
Annual Supply and Administering - Influenza Vaccine
Quote No. 5618
City of Lincoln/Lancaster County
Kohl's Pharmacy & Homecare**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Director, Human Resources

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

**Contract
Annual Supply and Administering - Influenza Vaccine
Quote No. 5618
City of Lincoln/Lancaster County
Kohl's Pharmacy & Homecare**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of Lancaster,
Nebraska

Deputy Lancaster County Attorney

dated _____

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rachelle Hinze, Buyer	Address	Purchasing\City & County	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68508	Contact
Fax	1 (402) 441-6513	Contact	Rachelle Hinze, Buyer	
Bid Number	5618 Addendum 1	Department		Department
Title	Annual Supply and Administering - Influenza Vaccine	Building		Building
Bid Type	Quote	Floor/Room		Floor/Room
Issue Date	4/14/2017 02:38 PM (CT)	Telephone	1 (402) 441-8313	Telephone
Close Date	4/20/2017 02:00:00 PM (CT)	Fax	1 (402) 441-6513	Fax
		Email	rhinze@lincoln.ne.gov	Email

Supplier Information

Company Kohl's Pharmacy & Homecare
 Address 5000 Dodge Street
 Omaha, NE 68132
 Contact David Kohll
 Department
 Building
 Floor/Room
 Telephone (402) 895-6812 x114
 Fax (402) 553-0170
 Email dkohll@kohlls.com
 Submitted 4/18/2017 04:23:28 PM (CT)
 Total \$63,297.00

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

Signature Jacolin Basso

Email jbasso@kohlls.com

Supplier Notes

Thank you for the chance to service the City of Lincoln and Lancaster County again. We hope to continue working with you in the future.

Being your point of contact, I will be available 24/7 during flu vaccine season and will be prompt with all aspects of your account.

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>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</p> <p>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.</p> <p>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.</p> <p>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.</p>	Yes
2	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
3	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
4	Insurance Requirements and Endorsements	<p>Vendor agrees to the applicable terms listed in the Insurance Clause document including the submission of the Certificate of ACCORD and the following endorsements:</p> <ol style="list-style-type: none">1. Additional Insured - City of Lincoln/Lancaster County2. Workers Compensation - Waiver of Subrogation.3. Professional Liability <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>IN ORDER TO SPEED OUR PROCESS; VENDORS ARE STRONGLY ENCOURAGED TO SEND THE INSURANCE REQUIREMENT AND ENDORSEMENT INFORMATION TO THEIR INSURANCE AGENT PRIOR TO BID CLOSE IN ORDER TO EXPIDITE THE CONTRACT EXECUTION PROCESS .</p>	Yes
5	Specifications	I acknowledge reading and understanding the specifications.	Yes

6	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
8	Renewal is an Option	Contract Extension Renewal is an option.	Yes
9	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. . ((a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a) Yes b) Yes c) Prices will remain firm for the 2017-2018 Flu Season (Dates: Approx. September 2017-March 2018)
10	Off-Site Location	List your (2) Off-site location facilities with a contact for each location.	1) Kohlls Wageys Pharmacy 800 N 27th St Lincoln, Ne 68503, Contact-Jacolin Basso (402) 306-6505 2) Medicap Pharmacy 2555 Kensington Dr. Lincoln , Ne 68521, Contact - Jacolin Basso/ Dave Empseimburg (402)306-6505, (402) 435-4800
11	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City/County does not guarantee any dollar amount or order quantities for the term of the contract.	Y
12	References	I acknowledge I have attached my references on company letterhead under the suppliers attachment section of the bid. Yes/No ____	Yes , Please see attached list of references on company letterhead.
13	Outage of doses	What would happen if an off-site ran out of doses? Please explain.	Kohlls Pharmacy will bring extra vaccine to scheduled clinics to prevent this from occurring. However, if a shortage does occur, a driver will be dispatched from a Kohlls pharmacy with more vaccine supply to overcome this issue. We have a Pharmacy within the Lincoln area for fast and prompt vaccine delivery.
14	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 PO to be awarded.	Jacolin Basso, jbasso@kohlls.com, 402-306-6505 (cell) 402-973-1962 (desk)
15	Consent Form	Will you supply your own consent forms? Yes___/No___. Please attach a copy in the responses attachment section of the bid.	Yes. Kohlls Pharmacy will supply consent forms . Please see attached copy of form
16	Contact	Name of person submitting this bid:	Jacolin Basso on behalf of David Kohll
17	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1,100	EA	City requirements: Trivalent Inactivated Influenza Vaccine could be 1000 - 1100	\$16.90
Item Notes: Unit price shall be per vaccine and administering the vaccine.				
Supplier Notes:				
2	1,100	EA	Optional - City requirements: Quadrivalent Influenza Vaccine could be up to 1000 - 1100	\$21.50
Item Notes: Unit price shall be per vaccine and administering the vaccine.				
Supplier Notes:				
3	6	EA	City Requirement - Thimerosal-Free Vaccine	\$21.50
Item Notes: Unit price shall be per vaccine and administering the vaccine.				
Supplier Notes:				
4	400	EA	County requirements: Trivalent Inactivated Influenza Vaccine could be up to 500	\$16.90
Item Notes: Unit price shall be per vaccine and administering the vaccine.				
Supplier Notes:				
5	400	EA	Optional - County requirements: Quadrivalent Influenza Vaccine could be up to 500	\$21.50
Item Notes: Unit price shall be per vaccine and administering the vaccine.				
Supplier Notes:				
6	145	EA	County requirements: Trivalent Inactivated Influenza Vaccine	\$16.90
Item Notes: VACCINES ONLY - FOR ADULT CORRECTIONS AND CRISIS CENTER Unit price to include delivery to each location				
Supplier Notes:				
7	145	EA	Optional - County requirements: Quadrivalent Influenza Vaccine	\$21.50
Item Notes: VACCINES ONLY - FOR ADULT CORRECTIONS AND CRISIS CENTER Unit price to include delivery to each location				
Supplier Notes:				
Response Total:				\$63,297.00

12759 Q Street
Omaha, NE 68137



(402) 973 – 1962 (Desk)
(402) 306 – 6505 (Cell)
KohlsWellness.com

References for Kohlls Pharmacy:

TSYS

Contact: Annie Alexander – 706-641-6502

Union Pacific Railroad

Contact: Nick Cox – 402-544-5013

Anheuser Busch

Contact: Mark Riley – 314-577-4016

First National Bank

Contact: Megan Thom – 402-602-3808

National Indemnity

Contact: Gina Williams- 402-916-3242

Influenza Vaccination Assessment, Release & Consent Form

The following information is to be completed by individual receiving the immunization.

Please print legibly.

Date ____/____/____ Corporation Name _____

Name _____ Date of Birth ____/____/____ Sex Male Female

Phone () ____ - ____ Home Address _____ City _____ State ____ Zip _____

Are you a spouse/domestic partner of an employee? If yes, please list their name: _____

PLEASE CIRCLE THE ANSWERS TO THE FOLLOWING QUESTIONS:

- | | | |
|--|-----|----|
| 1. Have you ever had a severe reaction to any vaccine? | YES | NO |
| 2. Do you have any severe drug or food allergies? | YES | NO |
| If yes, are you allergic to <u>EGGS, CHICKEN OR CHICKEN FEATHERS?</u> | YES | NO |
| If yes, are you allergic to <u>THIMEROSAL, NEOMYCIN OR GELATIN?</u> | YES | NO |
| If yes, are you allergic to <u>POLYMYXIN B, KANAMYCIN OR GENTAMICIN?</u> | YES | NO |
| If yes, are you allergic to <u>POLYSORBATE 80 OR HYDROCORTISONE?</u> | YES | NO |
| 3. Do you have any substantial fever, diarrhea or vomiting? | YES | NO |
| 4. Are you allergic to <u>latex?</u> | YES | NO |
| 5. Women: Have you had a mastectomy? | YES | NO |
| 6. Women: Are you pregnant? | YES | NO |

If you answered **YES** to any of the above, the healthcare professional will have to determine if this vaccine is right for you.

I have read the above information or have had the information explained to me. I have had a chance to ask questions and these have been answered to my satisfaction. I understand the benefits and the risks of the influenza vaccine and ask that the vaccine is given to me, or to the person named above for whom I am authorized to make this request. I accept responsibility for seeking medical attention for any problems with this vaccination. I accept responsibility for seeking medical attention for any problems with this vaccination.

Signature _____ Date ____/____/____

Please do not write below this line. To be completed by nurse personnel.

Vaccine Manufacturer	Lot#	Exp. Date	Dose Admin	Admin Site	Admin By
<input type="checkbox"/> FLULAVAL <input type="checkbox"/> FLUZONE		/ /	<input type="checkbox"/> 0.5ML <input type="checkbox"/> 0.25ML	<input type="checkbox"/> LT DT <input type="checkbox"/> RT DT <input type="checkbox"/> RT THIGH <input type="checkbox"/> LT THIGH	

Nurse: if payment was received at clinic, please list. Check # _____ Cash amount: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2017

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.

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.

PRODUCER: Marcotte, 9394 W Dodge Rd Ste 250, Omaha, NE 68114
CONTACT NAME: Jeffrey S. Kehr, CIC, AU
PHONE: (402) 970-3314
FAX: (402) 398-0917
E-MAIL ADDRESS: jkehr@marcotteins.com
INSURER(S) AFFORDING COVERAGE: Benchmark Insurance, Hartford Insurance Company
INSURER A: Benchmark Insurance
INSURER B: Hartford Insurance Company
INSURER C:
INSURER D:
INSURER E:
INSURER F:
INSURED: Kohl's Pharmacy and Homecare Inc; Essential Pharmacy Compounding IIK, LLC; IVK, LLC, 12759 Q Street, Omaha, NE 68137

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Lincoln and Lancaster County and City of Lincoln/Lancaster County Public Building Commission are named as additional insured on a primary basis with respect to General Liability per BIC3023 and CG2037. 30 Day Notice of Cancellation applies in favor of the certificate holder.

Note: Umbrella/Excess coverage is over Auto, General Liability, Professional Liability and Employers Liability.

CERTIFICATE HOLDER: City of Lincoln and Lancaster County, City of Lincoln/Lancaster County Public Building Commission, 555 South 10th Street, Lincoln, NE 68508
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

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

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

Any additional insured interest where required by written contract, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by

- a. Your acts or omission; or
- b. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured.

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

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

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

It is agreed that the insurance provided for the benefit of the additional insureds shall be Primary and Non-Contributory, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

This endorsement in no way alters coverage or provides insurance not already afforded by this policy. Unless expressly modified herein, coverage is governed by the terms and conditions of this policy, including the insuring agreements. All the provisions and exclusions of this policy that apply to Liability Coverages also apply to this endorsement.

Additional Insured: City of Lincoln and Lancaster County

Named Insured: Kohl's Pharmacy & Homecare Inc

Policy Number: D1016 G3441-11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

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

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

Any additional insured interest where required by written contract, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by

- a. Your acts or omission; or
- b. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured.

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

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

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

It is agreed that the insurance provided for the benefit of the additional insureds shall be Primary and Non-Contributory, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

This endorsement in no way alters coverage or provides insurance not already afforded by this policy. Unless expressly modified herein, coverage is governed by the terms and conditions of this policy, including the insuring agreements. All the provisions and exclusions of this policy that apply to Liability Coverages also apply to this endorsement.

Additional Insured: City of Lincoln/Lancaster County Public Building Commission

Named Insured: Kohl's Pharmacy & Homecare Inc

Policy Number: D1016 G3441-11



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 91 WE BY3105

Endorsement Number: 01

Effective Date: 05/01/17 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: KOHLLS PHARMACY & HOMECARE INC

12759 Q ST
OMAHA, NE 68137

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

SCHEDULE

STATE OF NEBRASKA
DEPT OF CORRECTIONAL SERVICES
PURCHASING DIVISION
FOLSOM & W PROSPECTOR PL
BLDG 1
LINCOLN NE 68522

CITY OF LINCOLN AND/OR
LANCASTER COUNTY AND/OR
LANCASTER COUNTY PUBLIC
BUILDING COMMISSION
555 S. 10TH ST.
LINCOLN, NE 68508

Countersigned by _____
Authorized Representative