

AMENDMENT TO CONTRACT
Annual Requirements
Waste and Recyclable Collection Services
Bid No. 13-304
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Changes
Uribe Refuse Services, Inc

This Amendment is hereby entered into by and between Uribe Refuse Services, Inc., 4600 N. 48th Street, Lincoln, NE 68504 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated December 20, 2013, executed under City Resolution No. A-88004, and County Contract C-13-0602, dated December 17, 2013, and executed by the City of Lincoln-Lancaster County Public Building Commission on December 30, 2013, for Annual Requirements - Waste and Recyclable Collection Services, Bid No. 13-304, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is January 1, 2014 through December 31, 2017, with the option to renew for one (1) additional four (4) year term upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional four (4) year term beginning January 1, 2018 through December 31, 2021; and

WHEREAS, the parties hereby amend the Contract to reflect location specific price changes effective January 1, 2018, per Attachments A and B; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$460,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$127,000.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$102,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Resolution No. A-88004 and County Contract C-13-0602, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional four (4) year term beginning January 1, 2018 through December 31, 2021.
- 2) The parties hereby amend the Contract to reflect location specific price changes effective January 1, 2018, per Attachments A and B.
- 3) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$460,000.00 without approval by the City of Lincoln.
- 4) The expenditures for Lancaster County for the term of this renewal shall not exceed \$127,000.00 without approval by the Lancaster County Board.
- 5) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$102,000.00 without approval by the Public Building Commission.
- 6) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

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

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


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

Vendor Signature Page

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

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

Company Name:	URIBE REFUSE SERVICES, INC
By: (Please Sign)	
By: (Please Print)	CASEY MITCHELL
Title:	CHIEF SALES OFFICER
Company Address:	4600 N. 48 TH ST. LINCOLN, NE 68504
Company Phone & Fax:	402-467-1239 FAX 402-467-1246
E-Mail Address:	CASEY@URIBEREFUSE.COM
Date:	12/12/17
Contact Person for Orders or Service	CASEY MITCHELL
Contact Phone Number:	402-467-1239, CELL 402-429-9998

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
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Uribe Refuse Services, Inc**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Requirements
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Bid No. 13-304
City of Lincoln, Lancaster County and
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Uribe Refuse Services, Inc**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

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

**AMENDMENT TO CONTRACT
Annual Requirements
Waste and Recyclable Collection Services
Bid No. 13-304
City of Lincoln, Lancaster County and
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Renewal with Price Changes
Uribe Refuse Services, Inc**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

					Urbe Refuse Service Inc		Urbe Refuse Service Inc		Difference
					Total Price	\$141,979.41	Total Price	\$143,982.06	\$2,002.65
Line #	Description / Alternate Desc	QTY	UOM		Current Monthly	Current per year	Proposed per month	Proposed per year	
1	DOWNTOWN DISTRICT WASTE HAULING ONLY!	1	PKG		\$2,141.84	\$25,132.05	\$2,026.17	\$23,840.04	\$1,292.01
1.8	Waste Hauling - City/County Building BID PER MONTH COST FOR THIS LOCATION!	12	EA	X	\$173.82	\$2,085.84	\$234.00	\$2,808.00	\$722.16
1.9	Waste Hauling - Hall Of Justice BID PER MONTH COST FOR THIS LOCATION!	12	EA	X	\$331.20	\$3,974.40	\$312.00	\$3,744.00	\$230.40
1.10	Waste Hauling - Court House Plaza / 633 Building BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$105.16	\$1,261.92	\$78.00	\$936.00	\$325.92
1.11	Waste Hauling - K Street Complex(Northwest Dock) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$86.27	\$1,035.24	\$78.00	\$936.00	\$99.24
1.12	Waste Hauling - Information Services Bldg BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$209.36	\$2,512.32	\$260.00	\$3,120.00	\$607.68
1.13	Waste Hauling - Fire Department - 1801 Q Street BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$58.55	\$702.60	\$52.00	\$624.00	\$78.60
1.14	Waste Hauling - Fire Department - 2nd & N Street BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$33.78	\$405.36	\$33.50	\$402.00	\$3.36
1.15	Waste Hauling - Police Garage BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$58.72	\$704.64	\$52.00	\$624.00	\$80.64
1.16	Waste Hauling - Star Tran BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$130.07	\$1,560.84	\$156.00	\$1,872.00	\$311.16
1.17	Waste Hauling - Downtown Senior Center BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$234.83	\$2,817.96	\$78.00	\$936.00	\$1,881.96
1.19	Waste Hauling - Bennet Martin Library BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$29.76	\$357.12	\$43.50	\$522.00	\$164.88
1.21	Waste Hauling - Carriage Park Parking Garage BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$38.78	\$465.36	\$52.00	\$624.00	\$158.64
1.22	Waste Hauling - Que Place BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$46.27	\$555.24	\$65.00	\$780.00	\$224.76
1.23	Waste Hauling - Red 1 BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$118.74	\$1,424.88	\$119.00	\$1,428.00	\$3.12
1.24	Waste Hauling - West Depot BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$36.62	\$439.44	\$52.00	\$624.00	\$184.56
1.26	Waste Hauling - Old Lancaster County Jail - 605 So. 10th Street BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$247.00	\$2,964.00	\$195.00	\$2,340.00	\$624.00
1.28	Waste Hauling - Cooper Park April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	\$29.76	\$208.32	\$42.00	\$294.00	\$85.68
1.29	Waste Hauling - Schwartzkopf Park April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	\$10.61	\$74.27	\$22.00	\$154.00	\$79.73
1.30	Waste Hauling - F Street Rec Center April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$70.21	\$842.52	\$39.00	\$468.00	\$374.52
1.31	Waste Hauling - Lewis Field South(22nd St. and Capitol Pkwy) April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	\$29.76	\$208.32	\$0.00	\$0.00	\$208.32
1.32	Waste Hauling - Lewis Field South(J St. and Capitol Pkwy) April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$31.23	\$374.76	\$41.17	\$494.04	\$119.28
1.33	Waste Hauling - Cooper Park November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	\$21.22	\$106.10	\$22.00	\$110.00	\$3.90
1.36	Waste Hauling - Lewis Field South(22nd St. and Capitol Pkwy) November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	\$10.12	\$50.60	\$0.00	\$0.00	\$50.60
2	NORTHWEST 1 DISTRICT WASTE HAULING ONLY!	1	PKG		\$4,713.94	\$51,789.39	\$4,893.41	\$55,276.92	\$3,487.53
2.7	Waste Hauling - Grounds Maintenance Shop BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$28.35	\$340.20	\$26.00	\$312.00	\$28.20
2.8	Waste Hauling - Theresa St. WW Plant (Facility Refuse - 95 Gal.)(Various Buildings) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$308.12	\$3,697.44	\$326.61	\$3,919.32	\$221.88
2.9	Waste Hauling - Theresa St. WW Plant (Facility Refuse - 2 yd.)(Lab parking lot) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$66.28	\$795.36	\$70.26	\$843.12	\$47.76
2.10	Waste Hauling - Theresa St. WW Plant (Facility Refuse - 3yd)(South Maintenance Bldg) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$88.37	\$1,060.44	\$93.67	\$1,124.04	\$63.60
2.11	Waste Hauling - Theresa St. WW Plant (Grit Station) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$487.79	\$5,853.48	\$517.06	\$6,204.72	\$351.24
2.12	Waste Hauling - Theresa St. WW Plant (Bar Screen Waste) Special Waste Permit Required BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$625.74	\$7,508.88	\$663.28	\$7,959.36	\$450.48
2.13	Waste Hauling - Theresa St. WW Plant (Sludge Screenings) Special Waste Permit Required BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$1,388.24	\$16,658.88	\$1,471.53	\$17,658.36	\$999.48
2.14	Waste Hauling - Lincoln Water System BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$43.30	\$519.60	\$52.00	\$624.00	\$104.40
2.16	Waste Hauling - Municipal Service Center (901 - 949 West Bond Street) (All 8 locations shall have 2 pickups per month) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$347.14	\$4,165.68	\$598.00	\$7,176.00	\$3,010.32
2.17	Waste Hauling - Fire Dept. (1440 Adams St.) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$22.54	\$270.48	\$32.00	\$384.00	\$113.52
2.18	Waste Hauling - Easley Library BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$55.21	\$662.52	\$52.00	\$624.00	\$38.52
2.19	Waste Hauling - LPD Service Sub Station (1501 No. 27th St.) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$43.09	\$517.08	\$52.00	\$624.00	\$106.92
2.20	Waste Hauling - County Extension BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$36.50	\$438.00	\$39.00	\$468.00	\$30.00
2.21	Waste Hauling - County Engineer (Building A and B are picked up on the same day) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$229.51	\$2,754.12	\$208.00	\$2,496.00	\$258.12
2.23	Waste Hauling - Drivers Testing Center(500 West O St.) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	\$55.22	\$662.64	\$52.00	\$624.00	\$38.64
2.24	Waste Hauling - Arnold Heights Pool April 1 - August 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	\$37.18	\$185.90	\$13.00	\$65.00	\$120.90
2.25	Waste Hauling - Arnold Heights Park April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	\$10.61	\$74.27	\$22.00	\$154.00	\$79.73
2.26	Waste Hauling - Pentzer Park April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	\$31.88	\$223.16	\$32.00	\$224.00	\$0.84

2.27	Waste Hauling - Pentzer Park Parking Lot April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS	7	EA	X	<u>\$31.88</u>	\$223.16	\$32.00	\$224.00	\$0.84
	Waste Hauling - Fleming Fields	7	EA	X	<u>\$90.27</u>	\$631.89	\$26.00	\$182.00	\$449.89
	Waste Hauling - Fleming Fields	7	EA	X	<u>\$90.27</u>	\$631.89	\$52.00	\$364.00	\$267.89
2.28	Waste Hauling - Trago Park (Shelter) April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOC	7	EA	X	<u>\$86.17</u>	\$603.19	\$58.50	\$409.50	\$193.69
2.29	Waste Hauling - Oak Lake Park 4 TOTES SW CORNER OF LOT	7	EA	X	<u>\$0.00</u>	\$0.00	\$33.50	\$234.50	\$234.50
2.30	Waste Hauling - Oak Lake Park SUNVALLEY/CHARLESTON 1 6 YARD X 2 WEEK	7	EA	X	<u>\$67.00</u>	\$469.00	\$78.00	\$546.00	\$77.00
2.31	Waste Hauling - Belmont Pool April 1 - August 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$47.82</u>	\$334.74	\$32.00	\$224.00	\$110.74
2.32	Waste Hauling - Belmont Park April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$10.61</u>	\$127.32	\$0.00	\$0.00	\$127.32
2.33	Waste Hauling - Roper Park (Shelter Lot) April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS	7	EA	X	<u>\$67.00</u>	\$469.00	\$52.00	\$364.00	\$105.00
	Waste Hauling - Roper Park new dog park	7	EA	X	<u>\$67.00</u>	\$469.00	\$26.00	\$182.00	\$287.00
2.34	Waste Hauling - Roper Park (N 8th St. & Judson) April 1 - October 31 BID PER MONTH PICKUP COST FO	7	EA	X	<u>\$26.91</u>	\$188.37	\$22.00	\$154.00	\$34.37
2.35	Waste Hauling - Northwest Shop April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATI	7	EA	X	<u>\$67.00</u>	\$469.00	\$52.00	\$364.00	\$105.00
2.36	Waste Hauling - Pentzer Park November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCAT	5	EA	X	<u>\$10.61</u>	\$53.05	\$22.00	\$110.00	\$56.95
2.37	Waste Hauling - Trago Park November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATIO	5	EA	X	<u>\$10.61</u>	\$53.05	\$22.00	\$110.00	\$56.95
2.38	Waste Hauling - Oak Lake Park (Sun Valley & Charleston) November 1 - March 31 BID PER MONTH PIC	5	EA	X	<u>\$43.09</u>	\$215.45	\$39.00	\$195.00	\$20.45
2.39	Waste Hauling - Oak Lake Park (Dog Run Parking Lot) November 1 - March 31 BID PER MONTH PICKU	5	EA	X	<u>\$33.50</u>	\$167.50	\$0.00	\$0.00	\$167.50
2.41	Waste Hauling - Northwest Shop November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LO	5	EA	X	<u>\$59.13</u>	\$295.65	\$26.00	\$130.00	\$165.65
3	NORTHWEST 2 DISTRICT
WASTE HAULING ONLY!	1	PKG		\$1,168.05	\$11,650.55	\$1,121.00	\$11,444.50	\$206.05
3.8	Waste Hauling - Fire Dept. (5435 NW 1st) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$48.81</u>	\$585.72	\$52.00	\$624.00	\$38.28
3.9	Waste Hauling - NEW Lancaster County Jail 30yd Compactor - Rental= \$266.81, Haul \$141.93, \$31.75 per	12	EA	X	<u>\$607.24</u>	\$7,286.88	\$631.50	\$7,578.00	\$291.12
3.10	Waste Hauling - Bowling Lake (South Lot) April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS	7	EA	X	<u>\$21.22</u>	\$148.54	\$22.00	\$154.00	\$5.46
3.11	Waste Hauling - Bowling Lake (Southeast Lot) April 1 - October 31 BID PER MONTH PICKUP COST FOR	7	EA	X	<u>\$10.61</u>	\$74.27	\$22.00	\$154.00	\$79.73
3.12	Waste Hauling - Bowling Lake (Boat Ramp) April 1 - October 31 BID PER MONTH PICKUP COST FOR TH	7	EA	X	<u>\$21.22</u>	\$148.54	\$22.00	\$154.00	\$5.46
3.13	Waste Hauling - Highlands Swimming Pool April 1 - October 31 BID PER MONTH PICKUP COST FOR TH	7	EA	X	<u>\$29.19</u>	\$204.33	\$26.00	\$182.00	\$22.33
3.14	Waste Hauling - Air Park Swimming Pool April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS	5	EA	X	<u>\$37.18</u>	\$185.90	\$13.00	\$65.00	\$120.90
3.15	Waste Hauling - Air Park Rec Center (3 yd. Container) April 1 - October 31 BID PER MONTH PICKUP CO	7	EA	X	<u>\$67.00</u>	\$469.00	\$39.00	\$273.00	\$196.00
3.16	Waste Hauling - Air Park Rec Center (2 yd. Container) April 1 - October 31 BID PER MONTH PICKUP CO	7	EA	X	<u>\$43.09</u>	\$301.63	\$26.00	\$182.00	\$119.63
3.17	Waste Hauling - Highlands Golf Course Clubhouse April 1 - October 31 BID PER MONTH PICKUP COST	7	EA	X	<u>\$79.70</u>	\$557.90	\$52.00	\$364.00	\$193.90
3.18	Waste Hauling - Highlands Golf Course Mntnce Shop April 1 - October 31 BID PER MONTH PICKUP CO	12	EA	X	<u>\$21.27</u>	\$255.24	\$13.00	\$156.00	\$99.24
3.19	Waste Hauling - Bowling Lake (South Lot) November 1 - March 31 BID PER MONTH PICKUP COST FOR	5	EA	X	<u>\$10.61</u>	\$53.05	\$22.00	\$110.00	\$56.95
3.20	Waste Hauling - Bowling Lake (Southeast Lot) November 1 - March 31 BID PER MONTH PICKUP COST	5	EA	X	<u>\$10.61</u>	\$53.05	\$22.00	\$110.00	\$56.95
3.21	Waste Hauling - Bowling Lake (Boat Ramp) November 1 - March 31 BID PER MONTH PICKUP COST FO	5	EA	X	<u>\$10.61</u>	\$53.05	\$22.00	\$110.00	\$56.95
3.22	Waste Hauling - Air Park Rec Center (3 yd. Container) November 1 - March 31 BID PER MONTH PICKU	5	EA	X	<u>\$21.54</u>	\$107.70	\$19.50	\$97.50	\$10.20
3.23	Waste Hauling - Air Park Rec Center (2 yd. Container) November 1 - March 31 BID PER MONTH PICKU	5	EA	X	<u>\$21.27</u>	\$106.35	\$13.00	\$65.00	\$41.35
3.24	Waste Hauling - Highlands Golf Course Clubhouse November 1 - March 31 BID PER MONTH PICKUP C	5	EA	X	<u>\$31.88</u>	\$159.40	\$26.00	\$130.00	\$29.40
	Waste Hauling - LPD shooting range 6980 W Fletcher 6 yard x 1 week	12	EA	X	<u>\$75.00</u>	\$900.00	\$78.00	\$936.00	\$36.00
4	NORTHEAST DISTRICT
WASTE HAULING ONLY!	1	PKG		\$2,680.25	\$24,784.41	\$2,794.10	\$25,702.60	\$918.19
4.7	Waste Hauling - NE Senior Center BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$62.94</u>	\$755.28	\$52.00	\$624.00	\$131.28
4.8	Waste Hauling - Health Dept. Building BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$113.13</u>	\$1,357.56	\$78.00	\$936.00	\$421.56
4.9	Waste Hauling - NE Wastewater Treatment Facility (Refuse) BID PER MONTH PICKUP COST FOR THIS LOC	12	EA	X	<u>\$40.84</u>	\$490.08	\$43.29	\$519.48	\$29.40
4.10	Waste Hauling - NE Wastewater Treatment Facility (Bar Screen) Special Permit Required BID PER MO	12	EA	X	<u>\$250.87</u>	\$3,010.44	\$265.92	\$3,191.04	\$180.60
4.11	Waste Hauling - NE Wastewater Treatment Facility (Stain Press Screen) Special Permit Required BID P	12	EA	X	<u>\$384.41</u>	\$4,612.92	\$407.47	\$4,889.64	\$276.72
4.12	Waste Hauling - Street Maintenance-Baldwin St. 20 yard roll off \$127.82 haul, \$29.35 disposal	12	EA	X	<u>\$0.00</u>	\$0.00		\$0.00	\$0.00
4.13	Waste Hauling - Fire Dept. (1545 N. 33rd) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$22.54</u>	\$270.48	\$32.00	\$384.00	\$113.52
4.14	Waste Hauling - Fire Dept. (901 N. Cotner) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$33.78</u>	\$405.36	\$32.00	\$384.00	\$21.36
4.15	Waste Hauling - Fire Dept. (3640 Touzalin Ave.) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$56.34</u>	\$676.08	\$35.00	\$420.00	\$256.08
4.16	Waste Hauling - Fire Dept. (1345 S. Cotner) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$39.38</u>	\$472.56	\$23.50	\$282.00	\$190.56

4.17	Waste Hauling - Northeast Police Team Station (4843 Huntington) BID PER MONTH PICKUP COST FOR TH	12	EA	X	<u>\$28.18</u>	\$338.16	\$26.00	\$312.00	\$26.16
4.18	Waste Hauling - Bethany Library BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$21.18</u>	\$254.16	\$32.00	\$384.00	\$129.84
4.19	Waste Hauling - Anderson Library BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$52.07</u>	\$624.84	\$52.00	\$624.00	\$0.84
4.20	Waste Hauling - Motor Vehicle Dept. (625 N. 46th St.) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$51.17</u>	\$614.04	\$52.00	\$624.00	\$9.96
4.21	Waste Hauling - Election Commission BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$25.85</u>	\$310.20	\$26.00	\$312.00	\$1.80
4.23	Waste Hauling - University Place Park (Lot across from 4926 Garland) 2-95Gal Containers Combined April	7	EA	X	<u>\$35.07</u>	\$245.49	\$32.00	\$224.00	\$21.49
4.24	Waste Hauling - University Place Park (Lot by ball field) April 1 - October 31 BID PER MONTH PICKUP	7	EA	X	<u>\$35.07</u>	\$245.49	\$32.00	\$224.00	\$21.49
4.25	Waste Hauling - Uni Pool (Lot by pool) 1-3yd and 1-95Gal Containers Combined April 1 - August 31	7	EA	X	<u>\$52.57</u>	\$367.99	\$41.42	\$289.94	\$78.05
4.26	Waste Hauling - Northeast Parks Dept. District Shop April 1 - October 31 BID PER MONTH PICKUP COS	12	EA	X	<u>\$37.22</u>	\$446.64	\$52.00	\$624.00	\$177.36
	Recycle - Northeast Parks Dept. District Shop April 1 - October 31 BID PER MONTH PICKUP	12	EA	X	<u>\$27.00</u>	\$324.00	\$0.00	\$0.00	\$324.00
4.27	Waste Hauling - UPCO Park April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$29.25</u>	\$204.75	\$22.00	\$154.00	\$50.75
4.29	Waste Hauling - Peter Pan Park (2 yd. Container) April 1 - October 31 BID PER MONTH PICKUP COST F	7	EA	X	<u>\$29.19</u>	\$204.33	\$0.00	\$0.00	\$204.33
4.31	Waste Hauling - Peter Pan Park (95 gal. Container) April 1 - October 31 BID PER MONTH PICKUP COST	7	EA	X	<u>\$18.58</u>	\$130.06	\$22.00	\$154.00	\$23.94
4.32	Waste Hauling - Bethany Park - N. 65th St. & Vine St. (4 yd. Container) April 1 - October 31 BID PER M	7	EA	X	<u>\$35.06</u>	\$245.42	\$52.00	\$364.00	\$118.58
4.33	Waste Hauling - Bethany Park - N. 65 St. & Vine St. (95 gal. Container) Arpil 1 - October 31 BID PER M	7	EA	X	<u>\$30.66</u>	\$214.62	\$25.00	\$175.00	\$39.62
4.34	Waste Hauling - Bethany Park (N.66th & Bethany Park Dr. - 95 gal.) April 1 - October 31 BID PER MON	7	EA	X	<u>\$30.66</u>	\$214.62	\$0.00	\$0.00	\$214.62
4.36	Waste Hauling - Herbert Park (Vegas Rd & Apache Tr.) April 1 - October 31 BID PER MONTH PICKUP C	7	EA	X	<u>\$26.54</u>	\$185.78	\$22.00	\$154.00	\$31.78
4.38	Waste Hauling - Kahoa Park April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$13.27</u>	\$92.89	\$22.00	\$154.00	\$61.11
4.39	Waste Hauling - Tyrell Park (N 67th St. & Baldwin Park Lot) April 1 - October 31 BID PER MONTH PICK	7	EA	X	<u>\$26.54</u>	\$185.78	\$22.00	\$154.00	\$31.78
4.41	Waste Hauling - Mahoney Park (West Lot) April 1 - October 31 BID PER MONTH PICKUP COST FOR TH	7	EA	X	<u>\$18.58</u>	\$130.06	\$0.00	\$0.00	\$130.06
4.42	Waste Hauling - Mahoney Park (South Lot) April 1 - October 31 BID PER MONTH PICKUP COST FOR TH	12	EA	X	<u>\$18.58</u>	\$222.96	\$32.00	\$384.00	\$161.04
4.43	Waste Hauling - Mahoney Park (Elton Lux Drive) April 1 - October 31 BID PER MONTH PICKUP COST F	12	EA	X	<u>\$13.27</u>	\$159.24	\$32.00	\$384.00	\$224.76
4.44	Waste Hauling - Mahoney Park (Center Parking Lot) 1-4yd and 6-95Gal Containers Combined April	7	EA	X	<u>\$80.23</u>	\$561.61	\$88.50	\$619.50	\$57.89
4.45	Waste Hauling - Mahoney Park (East Parking Lot) April 1 - October 31 BID PER MONTH PICKUP COST F	12	EA	X	<u>\$13.27</u>	\$159.24	\$32.00	\$384.00	\$224.76
4.46	Waste Hauling - Mahoney Park (North Parking Lot) April 1 - October 31 BID PER MONTH PICKUP COST	7	EA	X	<u>\$29.19</u>	\$204.33	\$32.00	\$224.00	\$19.67
	Waste Hauling - Mahoney Dog park 1 2 yard, 1 tote 84th & Market	12	new		<u>\$0.00</u>	\$0.00	\$35.00	\$420.00	\$420.00
4.47	Waste Hauling - Ballard Field and Pool (3 yd. Container) April 1 - October 31 BID PER MONTH PICKUP	7	EA	X	<u>\$29.17</u>	\$204.19	\$39.00	\$273.00	\$68.81
4.48	Waste Hauling - Ballard Field and Pool (95 gal. Container) April 1 - October 31 BID PER MONTH PICKU	7	EA	X	<u>\$18.52</u>	\$129.64	\$32.00	\$224.00	\$94.36
4.49	Waste Hauling - Havelock Park (N. 64 St. & Ballard) April 1 - October 31 BID PER MONTH PICKUP COST	7	EA	X	<u>\$18.52</u>	\$129.64	\$0.00	\$0.00	\$129.64
4.50	Waste Hauling - Havelock Park (N. 63 St. & Ballard) April 1 - October 31 BID PER MONTH PICKUP COST	7	EA	X	<u>\$17.23</u>	\$120.61	\$32.00	\$224.00	\$103.39
4.51	Waste Hauling - Wood Tennis Lot (95 gal. Container) April 1 - October 31 BID PER MONTH PICKUP CO	7	EA	X	<u>\$34.46</u>	\$241.22	\$42.00	\$294.00	\$52.78
4.52	Waste Hauling - Wood Tennis Lot (3 yd. Container) April 1 - October 31 BID PER MONTH PICKUP COST	7	EA	X	<u>\$86.18</u>	\$603.26	\$58.50	\$409.50	\$193.76
4.53	Waste Hauling - Woods Pool and Ball Field (95 gal. Container) April 1 - October 31 BID PER MONTH PI	7	EA	X	<u>\$23.91</u>	\$167.37	\$42.00	\$294.00	\$126.63
4.54	Waste Hauling - Woods Pool and Ball Field (3 yd. Container) April 1 - October 31 BID PER MONTH PIC	7	EA	X	<u>\$47.82</u>	\$334.74	\$58.50	\$409.50	\$74.76
4.55	Waste Hauling - Woods Playground April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOC	7	EA	X	<u>\$31.89</u>	\$223.23	\$42.00	\$294.00	\$70.77
4.56	Waste Hauling - Kiwanis Field (West Parking Lot - South End- Rogers Mem Dr. & L St.) April 1 - October 31	7	EA	X	<u>\$47.82</u>	\$334.74	\$42.00	\$294.00	\$40.74
4.58	Waste Hauling - Woods Shelter & Soccer Area April 1 - October 31 BID PER MONTH PICKUP COST FOR	7	EA	X	<u>\$31.22</u>	\$218.54	\$42.00	\$294.00	\$75.46
4.59	Waste Hauling - Mahoney Golf Clubhouse April 1 - October 31 BID PER MONTH PICKUP COST FOR TH	7	EA	X	<u>\$47.82</u>	\$334.74	\$39.00	\$273.00	\$61.74
4.60	Waste Hauling - Mahoney Golf Maintenance April 1 - October 31 BID PER MONTH PICKUP COST FOR	12	EA	X	<u>\$29.24</u>	\$350.88	\$39.00	\$468.00	\$117.12
4.61	Waste Hauling - Taylor Park(Parkvale by Park Sign) April 1 - October 31 BID PER MONTH PICKUP COST	7	EA	X	<u>\$13.27</u>	\$92.89	\$22.00	\$154.00	\$61.11
4.62	Waste Hauling - Taylor Park(Randolph St. East of Sunrise) April 1 - October 31 BID PER MONTH PICKU	7	EA	X	<u>\$13.27</u>	\$92.89	\$22.00	\$154.00	\$61.11
4.63	Waste Hauling - Piedmont Park April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATIO	7	EA	X	<u>\$13.27</u>	\$92.89	\$22.00	\$154.00	\$61.11
4.64	Waste Hauling - Easterday Rec Center April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LC	12	EA	X	<u>\$29.24</u>	\$350.88	\$26.00	\$312.00	\$38.88
4.65	Waste Hauling - University Place Park (Lot across from 4926 Garland) November 1 - March 31 BID PER	5	EA	X	<u>\$18.58</u>	\$92.90	\$32.00	\$160.00	\$67.10
4.66	Waste Hauling - University Place Park (N 48 St. & Francis St.) November 1 - March 31 BID PER MONTH	5	EA	X	<u>\$13.28</u>	\$66.40	\$22.00	\$110.00	\$43.60
4.68	Waste Hauling - UPCO Park November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATIO	5	EA	X	<u>\$10.62</u>	\$53.10	\$22.00	\$110.00	\$56.90
4.69	Waste Hauling - Peter Pan Park November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOC	5	EA	X	<u>\$18.58</u>	\$92.90	\$22.00	\$110.00	\$17.10

4.70	Waste Hauling - Bethany Park (N 65 St. & Vine St. - 3 yd. Container) November 1 - March 31 BID PER MONTH	5	EA	X	<u>\$31.88</u>	\$159.40	\$19.50	\$97.50	\$61.90
4.71	Waste Hauling - Bethany Park - N. 65 St. & Vine St. - (95 gal. Container) November 1 - March 31 BID PER MONTH	5	EA	X	<u>\$30.66</u>	\$153.30	\$25.00	\$125.00	\$28.30
4.72	Waste Hauling - Bethany Park (N. 66 St. & Bethany Park Dr. November 1 - March 31 BID PER MONTH	5	EA	X	<u>\$30.66</u>	\$153.30	\$0.00	\$0.00	\$153.30
4.74	Waste Hauling - Herbert Park (Vegas Rd. & Apache Tr.) November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	<u>\$10.61</u>	\$53.05	\$22.00	\$110.00	\$56.95
4.76	Waste Hauling - Tyrell Park November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	<u>\$10.61</u>	\$53.05	\$22.00	\$110.00	\$56.95
4.77	Waste Hauling - Mahoney Park (7600 Fremont St.) November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	<u>\$13.27</u>	\$66.35	\$32.00	\$160.00	\$93.65
4.79	Waste Hauling - Mahoney Park (Elton Lux Parking Lot) November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	<u>\$10.61</u>	\$53.05	\$32.00	\$160.00	\$106.95
4.82	Waste Hauling - Ballard Field & Pool November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	<u>\$10.61</u>	\$53.05	\$22.00	\$110.00	\$56.95
4.83	Waste Hauling - Havelock Park November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	<u>\$17.23</u>	\$86.15	\$22.00	\$110.00	\$23.85
4.84	Waste Hauling - Wood Tennis Lot (95 gal. Container) November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	<u>\$31.88</u>	\$159.40	\$22.00	\$110.00	\$49.40
4.85	Waste Hauling - Wood Tennis Lot (3 yd. Container) November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	<u>\$21.54</u>	\$107.70	\$19.50	\$97.50	\$10.20
4.86	Waste Hauling - Woods Pool and Field South Lot November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	<u>\$25.95</u>	\$129.75	\$19.50	\$97.50	\$32.25
4.87	Waste Hauling - Woods Playground November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	<u>\$10.61</u>	\$53.05	\$22.00	\$110.00	\$56.95
4.88	Waste Hauling - Mahoney Golf Clubhouse November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	<u>\$26.52</u>	\$132.60	\$19.50	\$97.50	\$35.10
4.90	Waste Hauling - Taylor Park (Parkvale by Park Sign) November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	<u>\$10.61</u>	\$53.05	\$22.00	\$110.00	\$56.95
4.92	Waste Hauling - Piedmont Park November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	<u>\$10.61</u>	\$53.05	\$22.00	\$110.00	\$56.95
5	SOUTHWEST DISTRICT
WASTE HAULING ONLY!	1	PKG		\$2,338.15	\$17,526.01	\$1,887.50	\$14,240.50	\$3,285.51
5.9	Waste Hauling - Trabert Hall BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$55.00</u>	\$660.00	\$52.00	\$624.00	\$36.00
5.10	Waste Hauling - Fire Dept. (2760 So. 17th St.) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$45.04</u>	\$540.48	\$32.00	\$384.00	\$156.48
5.11	Waste Hauling - Fire Dept. (1700 S. Coddington Ave.) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$45.04</u>	\$540.48	\$33.50	\$402.00	\$138.48
5.12	Waste Hauling - Fire Dept. Training(300 South St.) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$97.56</u>	\$1,170.72	\$26.00	\$312.00	\$858.72
5.13	Waste Hauling - South Library BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$21.22</u>	\$254.64	\$32.00	\$384.00	\$129.36
5.14	Waste Hauling - Walt Library BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$55.26</u>	\$663.12	\$52.00	\$624.00	\$39.12
5.15	Waste Hauling - Youth Services Center BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$117.08</u>	\$1,404.96	\$156.00	\$1,872.00	\$467.04
5.16	Waste Hauling - Sawyer Snell Park April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$58.44</u>	\$409.08	\$33.50	\$234.50	\$174.58
5.17	Waste Hauling - Sherman Field April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$40.87</u>	\$286.09	\$78.00	\$546.00	\$259.91
5.18	Waste Hauling - Standing Bear Memorial April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$53.13</u>	\$371.91	\$32.00	\$224.00	\$147.91
5.19	Waste Hauling - Irvingdale Park/Pool/Tennis - East Lot (2 yd. Container) April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$35.06</u>	\$245.42	\$39.00	\$273.00	\$27.58
5.20	Waste Hauling - Irvingdale Park/Pool/Tennis - East Lot (95 Gal. Container) April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$26.38</u>	\$184.66	\$32.00	\$224.00	\$39.34
5.21	Waste Hauling - Irvingdale Park - South Lot April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$10.61</u>	\$74.27	\$0.00	\$0.00	\$74.27
5.22	Waste Hauling - Rudge Memorial Park April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$10.61</u>	\$127.32	\$22.00	\$264.00	\$136.68
5.23	Waste Hauling - Pioneers Park (2 yd. Container) April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$35.06</u>	\$245.42	\$26.00	\$182.00	\$63.42
5.24	Waste Hauling - Pioneers Park (3 yd. Container) April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$30.64</u>	\$214.48	\$78.00	\$546.00	\$331.52
5.25	Waste Hauling - Pioneers Park (95 Gal. Container) April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$513.24</u>	\$3,592.68	\$154.00	\$1,078.00	\$2,514.68
5.26	Waste Hauling - Pioneers Nature Center April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$35.03</u>	\$245.21	\$39.00	\$273.00	\$27.79
5.27	Waste Hauling - Pioneer Maintenance Shop April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$140.30</u>	\$982.10	\$78.00	\$546.00	\$436.10
5.28	Waste Hauling - Van Dorn Park (3 yd. Container) April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$61.37</u>	\$429.59	\$78.00	\$546.00	\$116.41
5.29	Waste Hauling - Van Dorn Park (95 gal. Container) April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$74.10</u>	\$518.70	\$32.00	\$224.00	\$294.70
5.30	Waste Hauling - Wilderness Day Camp April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$40.90</u>	\$286.30	\$39.00	\$273.00	\$13.30
5.31	Waste Hauling - Peterson Park April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$11.69</u>	\$140.28	\$19.50	\$234.00	\$93.72
5.32	Waste Hauling - Densmore Park April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$61.34</u>	\$429.38	\$78.00	\$546.00	\$116.62
5.33	Waste Hauling - Pioneers Golf Clubhouse April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$61.35</u>	\$429.45	\$58.50	\$409.50	\$19.95
5.34	Waste Hauling - Pioneers Golf Maintenance April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$35.06</u>	\$245.42	\$39.00	\$273.00	\$27.58
5.35	Waste Hauling - Sawyer Snell Park November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	<u>\$15.92</u>	\$79.60	\$22.00	\$110.00	\$30.40
5.36	Waste Hauling - Standing Bear Memorial Grounds November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	<u>\$15.92</u>	\$79.60	\$22.00	\$110.00	\$30.40
5.39	Waste Hauling - Pioneers Park (2 yd. Container) November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	<u>\$13.46</u>	\$67.30	\$26.00	\$130.00	\$62.70
5.40	Waste Hauling - Pioneers Park (95 gal. Container) November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	5	EA	X	<u>\$334.74</u>	\$1,673.70	\$154.00	\$770.00	\$903.70

5.41	Waste Hauling - Pioneers Nature Center November 1 - March 31 BID PER MONTH PICKUP COST FOR	5	EA	X	<u>\$13.46</u>	\$67.30	\$39.00	\$195.00	\$127.70
5.42	Waste Hauling - Pioneers Maintenance Shop November 1 - March 31 BID PER MONTH PICKUP COST	5	EA	X	<u>\$53.86</u>	\$269.30	\$78.00	\$390.00	\$120.70
5.43	Waste Hauling - Van Dorn Park (3 yd. Container) November 1 - March 31 BID PER MONTH PICKUP CO	5	EA	X	<u>\$23.53</u>	\$117.65	\$39.00	\$195.00	\$77.35
5.44	Waste Hauling - Van Dorn Park (95 gal. Container) November 1 - March 31 BID PER MONTH PICKUP C	5	EA	X	<u>\$35.31</u>	\$176.55	\$32.00	\$160.00	\$16.55
5.45	Waste Hauling - Wilderness Day Camp November 1 - March 31 BID PER MONTH PICKUP COST FOR T	5	EA	X	<u>\$11.79</u>	\$58.95	\$19.50	\$97.50	\$38.55
5.47	Waste Hauling - Densmore Park November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOC	5	EA	X	<u>\$11.79</u>	\$58.95	\$39.00	\$195.00	\$136.05
5.48	Waste Hauling - Pioneers Golf Clubhouse November 1 - March 31 BID PER MONTH PICKUP COST FOR	5	EA	X	<u>\$23.53</u>	\$117.65	\$39.00	\$195.00	\$77.35
5.49	Waste Hauling - Pioneers Golf Maintenance November 1 - March 31 BID PER MONTH PICKUP COST F	5	EA	X	<u>\$13.46</u>	\$67.30	\$39.00	\$195.00	\$127.70
6	SOUTHEAST DISTRICT
WASTE HAULING ONLY!	1	PKG		<u>\$1,635.51</u>	\$11,097.00	\$2,004.50	\$13,477.50	\$2,380.50
6.7	Waste Hauling - Street Maintenance BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$42.49</u>	\$509.88	\$78.00	\$936.00	\$426.12
6.8	Waste Hauling - Gere Library BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$25.47</u>	\$305.64	\$52.00	\$624.00	\$318.36
6.9	Waste Hauling - Fire Station (5600 S. 27th St.) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$16.90</u>	\$202.80	\$26.00	\$312.00	\$109.20
6.10	Waste Hauling - Fire Station (5051 So. 48th St.) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$33.78</u>	\$405.36	\$33.50	\$402.00	\$3.36
6.11	Waste Hauling - Fire Station (2201 So. 84th St.) BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$20.26</u>	\$243.12	\$23.50	\$282.00	\$38.88
6.13	Waste Hauling - Antelope Park Main Picnic & Shelter (95 gal. Container) April 1 - October 31 BID PER	7	EA	X	<u>\$75.40</u>	\$527.80	\$32.00	\$224.00	\$303.80
6.14	Waste Hauling - Antelope Park Main Picnic & Shelter (2 yd.Container) April 1 - October 31 BID PER MO	7	EA	X	<u>\$27.46</u>	\$192.22	\$26.00	\$182.00	\$10.22
6.15	Waste Hauling - Antelope Park Main Picnic & Shelter (3 yd.Container) April 1 - October 31 BID PER MO	7	EA	X	<u>\$27.46</u>	\$192.22	\$52.00	\$364.00	\$171.78
6.16	Waste Hauling - Auld Rec Center (4 yd.Container) April 1 - October 31 BID PER MONTH PICKUP COST	7	EA	X	<u>\$48.35</u>	\$338.45	\$52.00	\$364.00	\$25.55
6.17	Waste Hauling - Auld Rec Center (95 Gal. Container) April 1 - October 31 BID PER MONTH PICKUP COS	7	EA	X	<u>\$8.50</u>	\$59.50	\$0.00	\$0.00	\$59.50
6.18	Waste Hauling - Junior Golf & Winfield Court Lot April 1 - October 31 BID PER MONTH PICKUP COST F	7	EA	X	<u>\$8.88</u>	\$62.16	\$32.00	\$224.00	\$161.84
6.19	Waste Hauling - Gravel Lot (Memorial Dr. & South St.) April 1 - October 31 BID PER MONTH PICKUP C	7	EA	X	<u>\$12.76</u>	\$89.32	\$22.00	\$154.00	\$64.68
6.20	Waste Hauling - Elks Field April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$12.76</u>	\$89.32	\$19.50	\$136.50	\$47.18
6.21	Waste Hauling - Eden Park and Pool April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOC	7	EA	X	<u>\$17.50</u>	\$122.50	\$39.00	\$273.00	\$150.50
6.22	Waste Hauling - Roberts Park April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$26.28</u>	\$183.96	\$39.00	\$273.00	\$89.04
6.23	Waste Hauling - Pine Lake Park April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATIO	12	EA	X	<u>\$15.94</u>	\$191.28	\$26.00	\$312.00	\$120.72
6.24	Waste Hauling - Star City Shores April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATIO	7	EA	X	<u>\$52.50</u>	\$367.50	\$234.00	\$936.00	\$568.50
6.25	Waste Hauling - Tierra Park April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	7	EA	X	<u>\$26.28</u>	\$183.96	\$39.00	\$273.00	\$89.04
6.26	Waste Hauling - Henry Park April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCATION!	12	EA	X	<u>\$12.76</u>	\$153.12	\$26.00	\$312.00	\$158.88
6.27	Waste Hauling - Holmes Park (South of Lake Curbside) April 1 - October 31 BID PER MONTH PICKUP C	7	EA	X	<u>\$104.52</u>	\$731.64	\$38.00	\$266.00	\$465.64
6.28	Waste Hauling - Holmes Park - Boat Ramp South of Lake (2 yd. Container) April 1 - October 31 BID PE	7	EA	X	<u>\$21.28</u>	\$148.96	\$26.00	\$182.00	\$33.04
6.29	Waste Hauling - Holmes Park - Boat Ramp South of Lake (95 gal. Container) April 1 - October 31 BID P	7	EA	X	<u>\$11.68</u>	\$81.76	\$22.00	\$154.00	\$72.24
6.30	Waste Hauling - Holmes Park - North of Lake/Curbside and Lots (95 gal. Container) April 1 - October 31<b	7	EA	X	<u>\$238.08</u>	\$1,666.56	\$160.00	\$1,120.00	\$546.56
6.31	Waste Hauling - Holmes Park - North of Lake/Curbside and Lots (2 yd. Container) April 1 - October 31 	7	EA	X	<u>\$27.10</u>	\$189.70	\$78.00	\$546.00	\$356.30
6.32	Waste Hauling - Holmes Park - North of Lake/Curbside and Lots (3 yd. Container) April 1 - October 31 	7	EA	X	<u>\$37.70</u>	\$263.90	\$78.00	\$546.00	\$282.10
6.33	Waste Hauling - Holmes Golf Maintenance April 1 - October 31 BID PER MONTH PICKUP COST FOR TH	7	EA	X	<u>\$25.74</u>	\$180.18	\$78.00	\$546.00	\$365.82
6.34	Waste Hauling - Rickmans Dog Run April 1 - October 31 BID PER MONTH PICKUP COST FOR THIS LOCA	12	EA	X	<u>\$10.61</u>	\$127.32	\$13.00	\$156.00	\$28.68
6.35	Waste Hauling - Southeast District Park Shop April 1 - October 31 BID PER MONTH PICKUP COST FOR	7	EA	X	<u>\$25.76</u>	\$180.32	\$39.00	\$273.00	\$92.68
6.40	Waste Hauling - Antelope Park Main Picnic & Shelter Area (95 gal. container) November 1 - March 31 	5	EA	X	<u>\$19.78</u>	\$98.90	\$22.00	\$110.00	\$11.10
6.41	Waste Hauling - Antelope Park Main Picnic & Shelter Area (2 yd. container) November 1 - March 31 B	5	EA	X	<u>\$11.44</u>	\$57.20	\$13.00	\$65.00	\$7.80
6.42	Waste Hauling - Antelope Park Main Picnic & Shelter Area (3 yd. container) November 1 - March 31 B	5	EA	X	<u>\$16.56</u>	\$82.80	\$26.00	\$130.00	\$47.20
6.43	Waste Hauling - Auld Rec Center (4yd. Container) November 1 - March 31 BID PER MONTH PICKUP C	5	EA	X	<u>\$29.72</u>	\$148.60	\$52.00	\$260.00	\$111.40
6.44	Waste Hauling - Auld Rec Center (95 gal. Container) November 1 - March 31 BID PER MONTH PICKUP	5	EA	X	<u>\$8.50</u>	\$42.50	\$0.00	\$0.00	\$42.50
6.45	Waste Hauling - Junior Golf and Winfield November 1 - March 31 BID PER MONTH PICKUP COST FOR	5	EA	X	<u>\$8.88</u>	\$44.40	\$22.00	\$110.00	\$65.60
6.46	Waste Hauling - Gravel Lot (Memorial Drive and South St.) November 1 - March 31 BID PER MONTH P	5	EA	X	<u>\$8.50</u>	\$42.50	\$22.00	\$110.00	\$67.50
6.47	Waste Hauling - Eden Park and Pool November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS	5	EA	X	<u>\$10.61</u>	\$53.05	\$19.50	\$97.50	\$44.45
6.48	Waste Hauling - Roberts Park November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCAT	5	EA	X	<u>\$26.28</u>	\$131.40	\$39.00	\$195.00	\$63.60
6.50	Waste Hauling - Tierra Park November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS LOCATIO	5	EA	X	<u>\$26.28</u>	\$131.40	\$19.50	\$97.50	\$33.90

6.52	Waste Hauling - Holmes Park - South of Lake Curbside November 1 - March 31 BID PER MONTH PICKUP COST	5	EA	X	<u>\$104.52</u>	\$522.60	\$38.00	\$190.00	\$332.60
6.53	Waste Hauling - Holmes Park - Boat Ramp South of Lake (2 yd. Container) November 1 - March 31 BID PER MONTH PICKUP COST	5	EA	X	<u>\$21.28</u>	\$106.40	\$26.00	\$130.00	\$23.60
6.54	Waste Hauling - Holmes Park - Boat Ramp South of Lake (95 gal. Container) November 1 - March 31 BID PER MONTH PICKUP COST	5	EA	X	<u>\$11.68</u>	\$58.40	\$32.00	\$160.00	\$101.60
6.55	Waste Hauling - Holmes Park - North of Lake Curbside and Lots (95 gal. Container) November 1 - March 31 BID PER MONTH PICKUP COST	5	EA	X	<u>\$238.08</u>	\$1,190.40	\$160.00	\$800.00	\$390.40
6.56	Waste Hauling - Holmes Park - North of Lake Curbside and Lots (2 yd. Container) November 1 - March 31 BID PER MONTH PICKUP COST	5	EA	X	<u>\$21.28</u>	\$106.40	\$26.00	\$130.00	\$23.60
6.57	Waste Hauling - Holmes Park - North of Lake Curbside and Lots (3 yd. Container) November 1 - March 31 BID PER MONTH PICKUP COST	5	EA	X	<u>\$27.10</u>	\$135.50	\$39.00	\$195.00	\$59.50
6.58	Waste Hauling - Holmes Lake Golf Maintenance November 1 - March 31 BID PER MONTH PICKUP COST	5	EA	X	<u>\$17.55</u>	\$87.75	\$26.00	\$130.00	\$42.25
6.60	Waste Hauling - Southeast Park Shop November 1 - March 31 BID PER MONTH PICKUP COST FOR THIS MONTH	5	EA	X	<u>\$13.27</u>	\$66.35	\$39.00	\$195.00	\$128.65
7	ROLL-OFF CONTAINERS	1	PKG		<u>\$0.00</u>	\$0.00		\$0.00	\$0.00
7.1	10 Yard Roll-Off Container	1	EA	X	<u>\$117.00</u>	\$117.00	\$110.00	\$110.00	\$7.00
7.2	15 Yard Roll-Off Container	1	EA	X	<u>\$117.00</u>	\$117.00	\$120.00	\$120.00	\$3.00
7.3	20 Yard Roll-Off Container	1	EA	X	<u>\$123.00</u>	\$123.00	\$130.00	\$130.00	\$7.00
7.4	30 Yard Roll-Off Container	1	EA	X	<u>\$159.00</u>	\$159.00	\$150.00	\$150.00	\$9.00
7.5	40 Yard Roll-Off Container	1	EA	X	<u>\$180.00</u>	\$180.00	\$180.00	\$180.00	\$0.00
7.6	20 Yard Roll-Off Container - NON CONSTRUCTION MATERIALS	1	EA	X	<u>\$123.00</u>	\$123.00	\$130.00	\$130.00	\$7.00
7.7	30 Yard Roll-Off Container - NON CONSTRUCTION MATERIALS	1	EA	X	<u>\$159.00</u>	\$159.00	\$150.00	\$150.00	\$9.00
Current landfill cost \$31.75, All roll off and compactors will be at new rate of \$34.75									



December 8th, 2017

RE: Contract renewal and Price Increase

Attn: Bob Walla

Uribe Refuse Services is requesting a restructuring of prices and location-specific price increases to begin at the time of renewal of the City and County Waste Services Contract. Attachment A outlines the change in pricing by location. Increased pricing is based partly on the impending Lincoln landfill rate increase from \$31.75 to \$34.75. This increase of approximately 9.5% will go into effect on January 1, 2018.

After analyzing the current contracts from Waste Connections, I noticed several inconsistencies in the pricing structure that are worth addressing. In some cases the range of pricing was extreme. For instance, we discovered some locations were being charged .36 cents per yard while others were at \$12.20 per yard. My solution, after analyzing each department, is to set a consistent fee of \$3 per yard for all departments with the exception of Park & Rec. As a result, some departments will realize a significant decrease in monthly rates while others will experience a slight increase. However, now that we've addressed these discrepancies we can move forward with a consistent rate for all city and county departments.

One other item worth mentioning is that we sat down with the City Parks & Rec department and noticed similar inconsistencies with their price structure. Our solution was to examine each location and make the necessary adjustments by factoring in their respective container size and the amount of necessary weekly service. Upon completion of our analysis, we came up with a consistent \$1.50 per yard price for the City Parks & Rec department.

We hope you understand the necessity and logic behind our changes.

As a final note, the City of Lincoln and Lancaster County will see an increase of only 1.4% for 2018 contract renewal.

Thank you for this opportunity,

Unlike many of our competitors, we do NOT have fuel surcharges, environmental fees, taxes, or other hidden charges added to our statements. You will only pay what is mentioned prior!

If you have any questions or concerns, feel free to call or email anytime.

A handwritten signature in black ink, appearing to read "Casey Mitchell".

Casey Mitchell
Chief Sales Officer, CSO
Uribe Refuse Services, Inc.
(402)467-1239, cell (402)429-9998



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2017

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER The Harry A. Koch Co. 233 S. 13th St., Suite 1650 Lincoln NE 68508	CONTACT NAME: PHONE (A/C, No, Ext): 402-435-7100	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURED URI80138 Uribe Refuse Service Inc. 4600 N 48th St Lincoln NE 68504		INSURER(S) AFFORDING COVERAGE
		NAIC # 10677
		INSURER B : Midwest Builders Casualty Mutual Co
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

COVERAGES

CERTIFICATE NUMBER: 690950169

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		WHD0000150	1/1/2017	1/1/2018	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		WHA0000150	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		WHD0000150	1/1/2017	1/1/2018	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
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 type="checkbox"/> N/A	17BWC1149	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

RE: Contract #13-304 - Waste Collection

City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission are additional insured for General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln, Lancaster County
 Lincoln-Lancaster County Public Bldg Commission
 555 S 10th Street
 Lincoln NE 68508

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure to Disclose Hazards	7
3. Damage to Premises Rented to You.....	8
4. Supplementary Payments	9
5. Medical Payments.....	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.).....	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
Managers or Lessors of Premises; Lessor of Leased Equipment; Vendors; State or Political Subdivisions - Permits Relating to Premises; State or Political Subdivisions - Permits; and Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property	14
11. Property Damage to Borrowed Equipment.....	14
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Nurses; Emergency Medical Technicians; and Paramedics	
13. Broadened Notice of Occurrence.....	14

B. Limits of Insurance:

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

1. Employee Benefit Liability Coverage

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

3. Damage to Premises Rented to You

The lesser of:

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

4. Supplementary Payments

a. Bail bonds: \$ 1,000
b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

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

Deductibles (Each Occurrence)

Coverage a. \$250

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

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

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

(1) Insuring Agreement

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

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- 2) Our right and duty to defend ends when we

have used up the applicable limit of insurance in the payment of judgments or settlements.

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

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

- 1) Occurs during the policy period; or
- 2) Occurred prior to the effective date of this endorsement provided:

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

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

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
 - ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and
- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

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

(b) Dishonest, Fraudulent, Criminal or Malicious Act

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

(c) Failure to Perform a Contract

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

(d) Insufficiency of Funds

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

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past per-

formance of investment vehicles; or

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

(f) Workers' Compensation and Similar Laws

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

(g) ERISA

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

(h) Available Benefits

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

(i) Taxes, Fines or Penalties

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

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employ-

ment-related practices, acts or omissions; or

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

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

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:
- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

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

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

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

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

- (b) Claims made or "suits" brought;
- (c) Persons or organizations making claims or bringing "suits";
- (d) Acts, errors or omissions; or
- (e) Benefits included in your "employee benefit program".

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

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

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

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

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

(4) Deductible Amount

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

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

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

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

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

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

(1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

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

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

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

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

(2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

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

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

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

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

(2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

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

a. Primary Insurance

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

b. Method of Sharing

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

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

c. No Coverage

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

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

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

b. Interpreting the "employee benefit programs";

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

d. Effecting, continuing or terminating any "employee's" participation

in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security

benefits, workers' compensation and disability benefits; and

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

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

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

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

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

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

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
- 1) Assumed in any contract; or
 - 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

- e) Settling, cracking, shrinking or expansion; or
- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems, caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure

caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

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

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

a. Paragraph 2. is replaced by the following:

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

b. Paragraph 4. is replaced by the following:

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

5. Medical Payments

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

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

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

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

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

9. Automatic Additional Insured - Specified Relationships

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

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or

- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:

- 1) Currently in effect or becomes effective during the policy period; and

- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

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

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after

- you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;
 - c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) 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;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or containing such products; or

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

- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

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

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- 2) The construction, erection, or removal of elevators; or
- 3) The ownership, maintenance, or use of any elevators covered by this insurance.

- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

- (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) Defects in design furnished by or on behalf

of the additional insured; or

- 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b) Supervisory, inspection, architectural or engineering activities.
- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Sub-paragraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) Condition 5. **Other Insurance** is amended to include:
 - (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as re-

spects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

- (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

- 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition 11. **Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or
- b. Include coverage for completed operations; or
- c. Include coverage for "your work";

and where the limits or coverage provided to the addi-

tional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number CG 20 10 but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph 1.(1) of Definition 12. "Insured contract" (SECTION V - DEFINITIONS) is deleted.

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion j. **Damage to Property** of Paragraph 2., **Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

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

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

- (1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance**, 11. of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance**,

11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. **Limits of Insurance**, 11. of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.

- (b) Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.

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

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph a. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDI-

TIONS) is hereby deleted and replaced by the following:

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

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

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

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

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

URI 80138 SMUR



The Cincinnati Insurance Company
A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141
Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
www.cinfin.com ■ 513-870-2000

NEW

Previous Policy Number

**WASTE MANAGEMENT PROGRAM
COMMON POLICY DECLARATIONS**

DECLARATIONS	POLICY NUMBER	WHD 000 01 50/WHA 000 01 50
NAMED INSURED URIBE REFUSE SERVICE INC RECYCLE LINK URIBE SCRAP TIRES LLC		
ADDRESS 4600 N 48TH ST (Number & Street, LINCOLN NE 68504 Town, County, State & Zip Code)		
Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE All coverages except Automobile and/or Garage Policy number: WHD 000 01 50 FROM: 05-28-2015 TO: 01-01-2018 Automobile and/or Garage Policy number: WHA 000 01 50 FROM: 05-28-2015 TO: 01-01-2016		
Agency THE HARRY A KOCH CO 26-016 City OMAHA NE		
Legal Entity/Business Description CORPORATION		
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. FORMS APPLICABLE TO ALL COVERAGE PARTS: (show numbers)		
IA4330	03/08	IA103 09/08 IA904 04/04 IL0017 11/98
IL0022	05/87	IA4113NE 04/09 IL0159 07/94 IL0164 07/02
IA4236	01/15	IA4238 01/15 IA4282 12/09 IA4338 05/11
IP446	08/01	IA4006 07/10 FM501 08/06 GA501 10/01
MA508	03/05	AA501 03/06 USC504 12/04

BB6

06-26-2015

Countersigned _____

(Date)

By _____

(Authorized Representative)

ORIGINAL

IA 537 07 13

FORMS AND ENDORSEMENTS SCHEDULE AT INCEPTION OF POLICY

POLICY NUMBER WHD 000 01 50 EFFECTIVE DATE 05-28-2015

NAMED INSURED URIBE REFUSE SERVICE INC

FORMS AND ENDORSEMENTS APPLICABLE AT INCEPTION OF POLICY

IA537	07/13	WASTE MANAGEMENT PROGRAM COMMON POLICY DECLARATIONS
IA4330	03/08	FORMS AND ENDORSEMENTS SCHEDULE AT INCEPTION OF POLICY
IA103	09/08	SUMMARY OF PREMIUMS CHARGED
IA904	04/04	SCHEDULE OF LOCATIONS
IL0017	11/98	COMMON POLICY CONDITIONS
IL0022	05/87	EFFECTIVE TIME CHANGES--REPLACEMENT OF 12 NOON
IA4113NE	04/09	NEBRASKA CHANGES-CANCELLATION AND NONRENEWAL
IL0159	07/94	NEBRASKA CHANGES--FRAUD OR MISREPRESENTATION
IL0164	07/02	NEBRASKA CHANGES - APPRAISAL
IA4236	01/15	POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE
IA4238	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IA4282	12/09	NEBRASKA CHANGES - ACTUAL CASH VALUE
IA4338	05/11	SIGNATURE ENDORSEMENT
IP446	08/01	NOTICE TO POLICYHOLDERS
IA4006	07/10	SPECIAL PER OCCURRENCE DEDUCTIBLE ENDORSEMENT
FM501	08/06	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
FA450	11/04	COMMERCIAL PROPERTY CONDITIONS
FM101	04/04	BUILDING AND PERSONAL PROPERTY COVERAGE FORM (INCLUDING SPECIAL
FA4042	11/07	PROPERTY COVERAGE PART AMENDATORY ENDORSEMENT
FA4004NE	04/04	NEBRASKA CHANGES
FA480	04/04	LOSS PAYABLE PROVISIONS
FA286	01/13	THE BRIDGE ENDORSEMENT
FA250	09/09	CINCIPLUS COMMERCIAL PROPERTY XC (EXPANDED COVERAGE PLUS)
FA284	07/12	DATA COMPROMISE AND IDENTITY RECOVERY EXPENSE COVERAGE
FA4053	04/06	CINCIPLUS COMMERCIAL PROPERTY EXPANDED COVERAGE PLUS ENDORSEMENT
GA501	10/01	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
GA101	12/04	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
GA233	02/07	CONTRACTORS COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT
GA3024	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL
GA340	10/01	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
GA354	10/01	TOTAL POLLUTANT EXCLUSION ENDORSEMENT

This is a schedule of the forms and endorsements found in this policy on its inception date. The schedule is not updated during the policy term to reflect additions to or deletions from this schedule. No coverage is provided by this schedule. It does not replace any provision of your policy. You should read your policy and review your declarations page(s) and any subsequent endorsements carefully for complete information on the coverage that you are provided. If there is any conflict between the policy and this schedule, the provisions of the policy shall prevail.

IA 4330 03 08