# AMENDMENT TO CONTRACT Hall of Justice Courtroom Audio Replacement Bid No. 17-130 Lancaster County Extension and Additional Services Midwest Sound & Lighting

This Amendment is hereby entered into by and between Midwest Sound & Lighting, Inc., 2322 O St., Lincoln, NE 68510 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Contract dated May 30, 2017, executed under County Contract No. C-17-0378, for Hall of Justice Courtroom Audio Replacement, Bid No. 17-130, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is May 30, 2017 through December 1, 2017; and

WHEREAS, the Contract was amended by County Contract C-17-0898 on November 21, 2017 to extend the contract from December 2, 2017 through January 31, 2018; and

WHEREAS, the parties hereby extend the Contract beginning February 1, 2018 with final completion being March 1, 2018; and

WHEREAS, the parties hereby amend the Contract to reflect additional services, per items A and B listed on Attachment A; and

WHEREAS, the expenditures for Lancaster County for the term of this extension shall not exceed \$2,344.00 without prior approval by the Lancaster County Board of Commissioners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-17-0378, and stated herein the parties agree as follows:

- 1) The parties hereby extend the Contract beginning February 1, 2018 with final completion being March 1, 2018.
- 2) The parties hereby amend the Contract to reflect additional services, per items A and B listed on Attachment A.
- The expenditures for Lancaster County for the term of this extension shall not exceed \$2,344.00 without prior approval by the Lancaster County Board of Commissioners.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

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

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

Vendor Signature Page Lancaster County Signature Page

#### **Vendor Signature Page**

#### AMENDMENT TO CONTRACT Hall of Justice Courtroom Audio Replacement Bid No. 17-130 **Lancaster County Extension and Additional Services** Midwest Sound & Lighting

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

Mail to: City/County Purchasing

Attn: Chris Lollar

440 So. 8th St., Suite 200

Lincoln, NE 68508

Or email to: clollar@lincoln.ne.gov

Company Name:	MIDWEST SOUND AND LIGHTIMG, INC.
By: (Please Sign)	Must Do
By: (Please Print)	MAT DAVIS
Title:	SYSTEMS DESIGNER
Company Address:	2322 O STREET, LINCOLN, NE GSS10
Company Phone & Fax:	402,474.4918 402.474.5874
E-Mail Address:	mattd@mwsound.com
Date:	2-8-18
Contact Person for: Orders or Service	MATT DAVIS
Contact Phone Number:	402-474-4918

#### **Lancaster County Signature Page**

AMENDMENT TO CONTRACT
Hall of Justice Courtroom Audio Replacement
Bid No. 17-130
Lancaster County
Extension and Additional Services
Midwest Sound & Lighting

#### **EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:	The Board of County Commissioners of Lancaster, Nebraska
Deputy Lancaster County Attorney	
	dated



4318 S. 50th Street Omaha, NE 68117 Phone: (402) 731-6268

Fax: (402) 731-9766
Toll Free: (800) 981-9521
www.mwsound.com

2322 O. Street Lincoln, NE 68510 Phone: (402) 474-4918 Fax: (402) 474-5874 Toll Free: (800) 617-4298 info@mwsound.com

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Client	Contact Name	Date
City of Lincoln/Lancaster County - Hall of Justice	Jared Gavin	January 29, 2018
Address	Phone	Fax
575 S. 10th Street	402-441-7291	
City, State, Zip	Email	
Lincoln, NE 68508	jgavin@lancaster.ne.gov	
Submitted By	Customer No.	Proposal No.
Matt Davis	LANCOU	1451

#### A. Cabinet Fans for Courtroom 38

#### Qty. Description

- Middle Atlantic CAB-COOL-2 dual fan cabinet cooling system with thermostatic controller
- 1 Qty, Misc. Fasteners, Hardware, and Materials
- 1 Qty, labor, including NICET and/or CTS certified personnel to install, optimize performance, and provide initial user training

Notes:

Cabinet fans will be installed in front cabinet door where audio equipment is installed. One fan will be installed in lower part of door for intake and one fan will be installed in upper part of door for exhaust. Thermostatic controller will be mounted in upper part of cabinet. System will be tested for proper functionality.

TOTAL... \$ 360

#### B. RF Hearing Assistance System

#### Qty. Description

1 Listen LS-55-072 iDSP Prime Level III Stationary RF System (72 MHz)

#### System Includes:

- One (1) LT-800-072-01 Stationary RF Transmitter (72 MHz)
- One (1) LA-122 Universal Antenna Kit (72 MHz and 216 MHz)
- One (1) LA-326 Universal Rack Mounting Kit
- Four (4) LR-4200-072 Intelligent DSP RF Receiver (72 MHz)
- Four (4) LA-401 Universal Ear Speaker
- Two (2) LA-430 Intelligent Earphone/Neck Loop Lanyard
- One (1) LPT-A107-B Dual RCA to Dual RCA Cable 6.6 ft. (2 m)
- One (1) LA-381-01 Intelligent 12-Unit Charging Tray
- One (1) LA-304 Assistive Listening Notification Signage Kit

**Notes:** This option includes delivery of hearing assistance system to customer, but no installation is included. System is intended to be portable for use in any courtroom via existing system outputs.

TOTAL... \$ 1,984



4318 S. 50th Street Omaha, NE 68117 Phone: (402) 731-6268

Fax: (402) 731-9766
Toll Free: (800) 981-9521
www.mwsound.com

2322 O. Street Lincoln, NE 68510 Phone: (402) 474-4918 Fax: (402) 474-5874 Toll Free: (800) 617-4298 info@mwsound.com

#### C. Additional Lapel Wireless Microphone System

Qty. Description

- 1 Shure ULXS14/85 Bodypack/Lapel Wireless Microphone System
- 1 Rapco 25' XLR Microphone Cable

Notes:

This option includes delivery of wireless system to customer, but no installation is included. System is intended to be portable for use in any courtroom via existing microphone receptacle.

TOTAL... \$ 761

Sales tax has not been included

Amount (All Options): \$3,105.00

Three Thousand One Hundred Five Dollars and 00/100 Cents.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any deviation from above specifications will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be as specified above.

Terms: Progressive Per Contract

Midwest Sound & Lighting, Inc.

Authorized Signature

City of Lincoln/Lancaster County - Hall of Justice

Authorized Signature

Date of Acceptance:

When considering audio, video or lighting solutions, look for these logos to be assured that you are discussing your problems with a qualified professional certified to know what they are talking about. Midwest Sound & Lighting employs certified personnel to ensure your satisfaction.









Client#: 40544 MIDWE22

#### $ACORD_{\scriptscriptstyle{ m IN}}$

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/06/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER	CONTACT Kate Greenwald			
INSPRO Insurance	PHONE (A/C, No, Ext): 402-483-4500 FAX (A/C, No): 402-483-7977			
P.O. Box 6847	E-MAIL ADDRESS: kgreenwald@insproins.com			
Lincoln, NE 68506	INSURER(S) AFFORDING COVERAGE  INSURER A : Employers Mutual Insurance			
402 483-4500				
INSURED	INSURER B:			
Midwest Sound & Lighting, Inc. 2322 "O" Street	INSURER C:			
	INSURER D:			
Lincoln, NE 68510	INSURER E:			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR		TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Χ	COMMERCIAL GENERAL LIABILITY	Х		3D67494	01/01/2018	01/01/2019	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
								MED EXP (Any one person)	\$5,000
	Χ	ОСР						PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
Α	AUT	TOMOBILE LIABILITY			3E67494	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	Χ	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α	X	UMBRELLA LIAB X OCCUR			3J67494	01/01/2018	01/01/2019	EACH OCCURRENCE	\$3,000,000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$3,000,000
		DED X RETENTION \$10000							\$
Α		RKERS COMPENSATION DEMPLOYERS' LIABILITY		X	3H67494	01/01/2018	01/01/2019	X PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$500,000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$500,000
		s, describe under CRIPTION OF OPERATIONS below						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)

City of Lincoln/Lancaster County and Public Building Commission is listed as an additional insured including Completed Operations. Coverage is on a Per Project basis. City of Lincoln/Lancaster County and Public Building Commission is listed as an additional insured on Automobile Liability. Waiver of Subrogation in favor of City of Lincoln/Lancaster County and Public Building Commission is also provided.

CERTIFICATE HOLDER	CANCELLATION
Lancaster County 555 South 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
	James D. Mibbed

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#### EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 3D6-74-94---19

MIDWEST SOUND & LIGHTING, INC. EFF DATE: 01/01/18 EXP DATE: 01/01/19

#### GENERAL LIABILITY POLICY DECLARATIONS

#### ENDORSEMENT SCHEDULE

	EDITION			
FORM	DATE	DESCRIPTION/ADDITIONAL INFORMATION	PR	EMIUM
		COMMERCIAL GEN LIABILITY COV FORM		
*CG2106	05-14	EXCL-ACCESS/DISCL OF CONFID/PERSONAL		
*CG2147		EXCL-EMPLOYMENT RELATED PRACTICES		
*CG2167	12-04	FUNGI OR BACTERIA EXCLUSION		
*CG2170	01-15	CAP/LOSSES FROM CERT ACTS/TERRORISM		
*CG2176		EXCL PUNITIVE DMGS ACTS OF TERRORISM		
*CG7001A		GENERAL LIABILITY SCHEDULE		
*CG7003	10-13	GL QUICK REFERENCE (OCCURRENCE)		
*CG7141		EXTENDED PROPERTY DAMAGE COVERAGE		
		GENERAL LIAB ESSENTIAL EXTENSION		
*CG7193.1	10-13	AI-OWN/LESS/CONTR - INCL COMP OPS		
		NAME:		
		ANY OR ALL PERSONS OR		
		ORGANIZATIONS SUBJECT TO A		
		WRITTEN CONTRACT REQUIRING		
		SUCH AN ADDITIONAL INSURED AGREEMENT.		
		CONTRACTORS EXTENDED PROPERTY DAMAGE		
*CG7429		AMEND - AGGREGATE LIMIT PER PROJECT		
*CG7482		AUTOMATIC AI-CONST CONTRACT-VICAR		
*CG7555		BLKT WAIV SUBRO WRITTEN CONT/AGREE		
*CG8081		FUNGI/BACTERIA NOTICE TO POLICYHOLDR		1
	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM		
*IL0259		NE CHANGES - CANCELLATION/NONRENEWAL		
*IL7028		ASBESTOS EXCLUSION		
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE		
*IL8021 *IL8383.2A	04-88	ASBESTOS NOTICE		_ }
		DISCL PURSUANT TERRSM RISK INS. ACT	\$	32
*IL8384A		TERRORISM NOTICE		
*IL8576		MEDICARE IMPT NOTICE TO POLICYHOLDER		
*IL8745	03-17	IMPORTANT NOTICE TO POLICYHOLDERS		

CG

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

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):

City of Lincoln/Lancaster County and PBC

Project: Hall of Justice Courtroom Audio Replacement, Bid No. 17-130

Location Of Project: 575 S. 10th St., Lincoln, NE

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of "your work" performed for that additional insured by or for you at the location designated and described in the Schedule of this endorsement.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

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

1. Required by the contract or agreement; or

Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

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

C. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

#### **Primary and Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. AMENDMENT — AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your projects away from premises owned by or rented to you.



#### EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 3E6-74-94---19

MIDWEST SOUND & LIGHTING, INC. EFF DATE: 01/01/18 EXP DATE: 01/01/19

#### COMMERCIAL AUTO POLICY DECLARATIONS

#### ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION		PREMIUM
		PRIVACY NOTICE		
		GLASS REPAIR FORM BUSINESS AUTO COVERAGE FORM		
*CAUUUI	10-13	TERRORISM COVE INCL IN MAIN COV FORM	\$	16
*CA0156	11_12	NEBRASKA CHANGES	Ÿ	16
		NEBRASKA CHANGES - CANCELLATION		
		LESSOR-ADDITIONAL INSURED/LOSS PAYEE		
CAZOUI	10-13	DESIGNATION OR DESCRIPTION OF "LEASED AUTOS"		
		DEDICATE ON OR DESCRIPTION OF ELEMENT MOTOR		
*CA2170	10-13	NE UNINSURED/UNDERINS MOTORISTS COV		
*CA7001A	11-15	COMM AUTO DECLARATIONS/ADDIT'L ITEMS		
*CA7002A		COMM AUTO DECLARATIONS - ITEMS 4 & 5		
*CA7007	11-15	QUICK REFERENCE BUSINESS AUTO FORM		
*CA7093A	03-09	UM/UIM SUPPLEMENTAL SCHEDULE		
*CA7270	11-15	COMMERCIAL AUTO AMENDMENT		
*CA7312	11-15	RENTAL VEHICLE EXTENSIONS		
*CA7313	11-15	PREJUDGMENT INTEREST		
*CA8112.2	11-15	IMPT NOTICE -PAYMENT FOR AFTERMARKET		
*CA9933	10-13	EMPLOYEES AS INSUREDS		
*CA9935				
		LOSS PAYABLE CLAUSE		
*CA9948		POLLUTION LIAB BROADND COV/COV AUTOS		
		NUCLEAR ENERGY LIAB EXCL/BROAD FORM		
		COMM'L POLICY ENDORSEMENT SCHEDULE		
		MEDICARE IMPT NOTICE TO POLICYHOLDER		
-MCS-90	-	PUBLIC LIABILITY ENDST FOR MOTOR CAR		

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

#### COMMERCIAL AUTO ESSENTIAL EXTENSION

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. BLANKET ADDITIONAL INSURED

Section II - Covered Autos Liability Coverage, A.1. Who is An Insured is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

### B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II - Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

- e. Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:
- Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- Any organization you acquire or form will not be considered an "insured" if:
  - The organization is a partnership or a joint venture; or
  - b. That organization is covered under other similar insurance.
- Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

#### C. SUBSIDIARIES AS INSUREDS

Section II - Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

#### D. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

#### E. TOWING

Section III — Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

#### F. LOCKSMITH SERVICES

Section III — Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$50 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto" for which Comprehensive coverage is provided. The deductible is waived for these services.

#### G. TRANSPORTATION EXPENSES

Section III - Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

(1) We will pay up to \$75 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses

- incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

# H. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$1,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the Limits Of Insurance Provision under Section III – Physical Damage Coverage.

#### I. HIRED AUTO PHYSICAL DAMAGE

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value, \$75,000, or Cost of Repair, minus the deductible.
- The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

#### J. PERSONAL PROPERTY OF OTHERS

Section III — Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto".

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

#### K. RENTAL REIMBURSEMENT

Section III — Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

- This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
- 2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- 3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days
- Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$50 per day, subject to a \$1,500 limit.
- This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Transportation Expense coverage extension included in this endorsement.
- Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

#### L. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

# M. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III — Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "toss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply. This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

## N. WAIVER OF DEDUCTIBLE - GLASS REPAIR OR REPLACEMENT

Section III — Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

# O. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV — Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

d. Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

### P. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV - Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### Q. MENTAL ANGUISH

**Section V** – **Definitions, C.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

#### R. LIBERALIZATION

Paragraph B.3. Liberalization is amended for this endorsement as follows:

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.



EMPLOYERS MUTUAL CASUALTY COMPANY (15539) POLICY NUMBER: 3H6-74-94---19 EFF DATE: 01/01/18 EXP DATE: 01/01/19 MIDWEST SOUND & LIGHTING, INC. WORKERS COMPENSATION POLICY DECLARATIONS \_\_\_\_\_\_\_ ENDORSEMENT SCHEDULE EDITION DATE DESCRIPTION/ADDITIONAL INFORMATION FORM PREMIUM -----\*0405B 08-17 PRIVACY NOTICE 09-16 MUTUAL POLICY PROVISIONS \*IL7004 \*IL7131A 04-01 COMM'L POLICY ENDORSEMENT SCHEDULE \*IL8383.2A 01-15 DISCL PURSUANT TERRSM RISK INS. ACT 190 09-09 MEDICARE IMPT NOTICE TO POLICYHOLDER 01-15 WC AND EMPLOYERS LIABILITY INSURANCE \*IL8576 \*WC00000C 04-84 SOLE PROPRIETORS/PARTNERS/OFFICERS \*WC000310 SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS INCLUDED BELOW (NAME, TYPE & STATE): JOHN P. KNUTHE FIRST NAME: PRESIDENT PERSON: OFFICERS STATE(S):NE JAMES C. KNUTH FIRST NAME: SECRETARY/TREASURER PERSON: OFFICERS STATE(S):NE \*WC000313 04-84 WAIVER OF OUR RIGHT TO RECOVER "ANY OR ALL PERSONS OR ORGANIZATIONS SUBJECT TO A WRITTEN CONTRACT REQUIRING SUCH A WAIVER AGREEMENT" \*WC000406A 07-95 PREMIUM DISCOUNT ENDORSEMENT \*WC000414 07-90 NOTIFICATION OF CHANGE IN OWNERSHIP \*WC000419 01-01 PREMIUM DUE DATE ENDORSEMENT \*WC000421D 01-15 CATASTROPHE O/T CERT ACTS TERRORISM 01-15 TERRORISM REAUTHORIZATION ACT END. \*WC000422B \*WC000424 01-17 AUDIT NONCOMPLIANCE CHARGE STATE(S): NE BASIS OF AUDIT NONCOMPLIANCE CHARGE: ESTIMATED ANNUAL PREMIUM MAXIMUM AUDIT NONCOMPLIANCE CHARGE MULTIPLIER: 2.000

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*WC000425 *WC260402	05-17	EXPERIENCE RATING MOD FACTOR REVISIO
*WC260402	01-95 05-17	NE CONTRACTORS CLASS PREM ADJUSTMENT NE EXPERIENCE RATING MOD FACTOR REV
*WC260601C *WC7003A	07-96 09-86	NE CANCELLATION & NONRENEWAL ENDST WORKERS COMPENSATION SCHEDULE
*WC7005	07-11	WC QUICK REFERENCE
*WC8065 *WC8130	05-17 10-14	NE-PREMIUM CREDIT APPLICATION IMPORTANT NOTICE

DATE OF ISSUE: 12/27/17

(Ed. 4-84)

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

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

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

Schedule

City of Lincoln/Lancaster County and PBC

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

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

Endorsement Effective Policy No. Endorsement No. Premium

Insurance Company Countersigned by

WC 00 03 13 (Ed. 4-84)