

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN, NEBRASKA,  
LANCASTER COUNTY,  
CITY OF LINCOLN - LANCASTER COUNTY  
PUBLIC BUILDING COMMISSION**

**Annual Requirements  
Fluorescent Bulb and Battery Recycling Services  
Quote No. 5798**

**A-TEC Recycling  
PO Box 17099  
Des Moines, IA 50317  
(800) 551-4912**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and  
CITY OF LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **A-TEC Recycling, PO Box 17099, Des Moines, IA 50317**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

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

**Fluorescent Bulb and Battery Recycling Services**  
**Quote No. 5798**

and,

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

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

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

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

**Agreement to full proposal**

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

**The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The estimated cost of products or services for County agencies shall not exceed \$2,000.00 during the contract term without approval by the Board of Commissioners. The estimated cost of products or services for City Departments shall not exceed \$4,000.00 during the contract term without approval. The estimated cost of products or services for the**

**Public Building Commission shall not exceed \$2,000.00 during the contract term without approval by the Board of the Public Building Commission.**

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

requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., “the City” or “the County” or “Building Commission”) it shall mean the “Owners” encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

8. Audit Provision: The Contractor shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.
9. Period of Performance. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties.
10. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal
  3. Location Listing
  4. Specifications
  5. Instructions to Bidders
  6. Insurance Requirements

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

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

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

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

**CONTRACT  
Annual Requirements  
Fluorescent Bulb and Battery Recycling Services  
Quote No. 5798**

**City of Lincoln, Nebraska, Lancaster County and City of Lincoln – Lancaster County  
Public Building Commission A-TEC  
Recycling**

**EXECUTION BY CONTRACTOR IF**

**A CORPORATION:**

Attest:

Secretary

Seal

A-TEC Recycling, Inc.  
Name of Corporation

P.O. Box 57580  
Address

By: Larry Young  
Duly Authorized Official

President  
Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

**IF AN INDIVIDUAL:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

# United States Citizenship Attestation Form

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

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: \_\_\_\_\_, and I agree to provide a copy of my USCIS documentation upon request.

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

PRINT NAME

Larry K Young

(first, middle, last)

SIGNATURE

Larry K Young

DATE

3-9-2018

## City of Lincoln Signature Page

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**CONTRACT**  
**Annual Requirements**  
**Fluorescent Bulb and Battery Recycling Services**  
**Quote No. 5798**  
**City of Lincoln, Nebraska, Lancaster County and City of Lincoln – Lancaster**  
**County Public Building Commission**  
**A-TEC Recycling**

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Finance Director

Approved by Directorial Order No. \_\_\_\_\_

dated \_\_\_\_\_

## Lancaster County Signature Page

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**CONTRACT**  
**Annual Requirements**  
**Fluorescent Bulb and Battery Recycling Services**  
**Quote No. 5798**  
**City of Lincoln, Nebraska, Lancaster County and City of Lincoln – Lancaster County**  
**Public Building Commission**  
**A-TEC Recycling**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_



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

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**CONTRACT  
Annual Requirements  
Fluorescent Bulb and Battery Recycling Services  
Quote No. 5798  
City of Lincoln, Nebraska, Lancaster County and City of Lincoln – Lancaster County  
Public Building Commission  
A-TEC Recycling**

**EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

ATTEST:

\_\_\_\_\_  
Public Building Commission Attorney

\_\_\_\_\_  
Chairperson, Public Building Commission

dated \_\_\_\_\_

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Rachelle Hinze Buyer	Address	Purchasing	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68508	
Fax	1 (402) 441-6513	Contact	Rachelle Hinze, Buyer	Contact
Bid Number	5798	Department		Department
Title	Annual Requirements for Fluorescent Bulb and Battery Recycling Services (Re-Bid)	Building	Suite 200	Building
Bid Type	Quote	Floor/Room		Floor/Room
Issue Date	2/21/2018 03:21 PM (CT)	Telephone	1 (402) 441-8313	Telephone
Close Date	2/27/2018 02:00:00 PM (CT)	Fax	1 (402) 441-6513	Fax
		Email	rhinze@lincoln.ne.gov	Email

## Supplier Information

Company A-TEC Recycling  
 Address PO Box 17099  
 Des Moines, IA 50317  
 Contact Larry Young  
 Department  
 Building  
 Floor/Room  
 Telephone (800) 551-4912  
 Fax (515) 263-6970  
 Email lyoung@a-tec-recycling.com  
 Submitted 2/23/2018 02:19:50 PM (CT)  
 Total \$7,772.00

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

Signature Larry K Young

Email lyoung@a-tec-recycling.com

## Supplier Notes

\$25 Stop Charge unless 1000 Total Pieces per location then stop charge waived

## Bid Notes

. "PLEASE NOTE YOUR COMPANY MAY HAVE BEEN ADDED TO THIS BID DUE TO YOUR COMPANY NOT UPDATING YOUR COMMODITIES".

ALL VENDORS ARE STRONGLY ENCOURAGED TO UPDATE THEIR PROFILE AT THIS TIME TO ENSURE FUTURE NOTIFICATIONS OF BIDS AND QUOTES FOR THE CITY OF LINCOLN AND LANCASTER COUNTY. VENDORS SHOULD SELECT SUBCATEGORY COMMODITIES AND SERVICES LISTED UNDER THE BOLD CATEGORIES IN ORDER TO RECEIVE BIDS AND QUOTES THAT ARE SPECIFIC TO YOUR BUSINESS. FOR ASSISTANCE CALL 402-441-8103

## Bid Activities

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## Bid Messages

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### Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: <a href="http://www.sos.ne.gov/business/notary/citizenforminfo.html">http://www.sos.ne.gov/business/notary/citizenforminfo.html</a></p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	Yes
2	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
3	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Insurance Requirements and Endorsements	<p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required Endorsements (including pollution insurance coverage) are required at time of contract execution by the vendor. Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process. .</p>	Yes
6	Purchase Order, Contract and Delivery Contact	<p>The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services.</p> <p>Please list the name, email address and phone number of the person who will be the contact person for the PO to be</p>	Biff Moore 515-244-7357 bmoore@a-tec-recycling.com

		awarded.	
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
8	Renewal is an Option	Contract Extension Renewal is an option.	Yes
9	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO _____ (b) Are your bid prices subject to escalation/de-escalation YES or NO _____ (c) If (b), state period for which prices will remain firm: through _____	A. Yes B. Yes. C. 2019
10	References	List three references to include a contact person, address, telephone number and a Length of Service.	Yes
11	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
12	Minimum Materials Amount Per Pickup	List the minimum number for pickups per stop per item: If there is no minimum, please say "No Minimum"	\$100
13	Packaging for Pickup	Will your company provide containers for pickup? Yes/No _____, If no, how will you pick up the items for shipping?	Yes
14	Material Disposal Location	List the address location where all material will be taken for recycling.	5745 NE 17th
15	Restricted Items	Are there any items listed in the specs or line items that you will not pickup for recycling under this contract? Yes/No _____? If yes, what are the item(s).	no
16	Additional Charges	Do you have an additional cost if a department requires a pickup prior to the minimum quantity being available? List the cost.	\$25
17	Contact	Name of person submitting this bid:	Larry Young
18	Electronic Signature	Please check here for your electronic signature.	Yes

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## Line Items

#	Qty	UOM	Description	Response
1	6,000	EA	Fluorescent Tube - 4' Long and Less	\$0.25
			Item Notes:	
			Supplier Notes:	
2	20	EA	Fluorescent Tube - 5' Long and Longer	\$0.50
			Item Notes:	
			Supplier Notes:	
3	700	EA	Fluorescent Tube - 8'	\$0.50
			Item Notes:	
			Supplier Notes:	
4	300	EA	Incandescent Tube	\$0.10
			Item Notes:	
			Supplier Notes:	
5	650	EA	High Intensity Discharge Lamps	\$1.00
			Item Notes:	
			Supplier Notes:	
6	70	EA	U-Bend Tube	\$0.50
			Item Notes:	
			Supplier Notes:	
7	4	EA	Circular Tube	\$0.50
			Item Notes:	
			Supplier Notes:	
8	80	Pounds	Compact Fluorescent Bulb	\$0.50
			Item Notes:	
			Supplier Notes:	

9	40	EA	Broken Bulbs and Tubes	\$2.00
			Item Notes:	
			Supplier Notes:	
10	3,000	Pounds	Ballast PCB / DEHP	\$1.25
			Item Notes:	
			Supplier Notes:	
11	600	Pounds	Ballast Non-PCB	\$0.25
			Item Notes:	
			Supplier Notes:	
12	50	Pounds	PCB Capacitors	\$4.75
			Item Notes:	
			Supplier Notes:	
13	50	Pounds	Non-PCB Capacitors	\$1.00
			Item Notes:	
			Supplier Notes:	
14	4	EA	Transformers	\$5.00
			Item Notes:	
			Supplier Notes:	
15	18	EA	Mercury Switches	\$2.50
			Item Notes:	
			Supplier Notes:	
16	20	EA	Thermostats	\$2.50
			Item Notes:	
			Supplier Notes:	

17	10	EA	Manometers		\$2.50
			Item Notes:		
			Supplier Notes:		
18	650	Pound	Batteries - Lead Acid		\$0.75
			Item Notes:		
			Supplier Notes:		
19	200	Pound	Batteries - Alkaline		\$0.75
			Item Notes:		
			Supplier Notes:		
20	20	Pound	Batteries - Nickel Cadmium (Ni-Cad)		\$0.75
			Item Notes:		
			Supplier Notes:		
21	20	Pounds	LB Capacitors		\$4.75
			Item Notes:		
			Supplier Notes:		
Response Total:					\$7,772.00

**ATTACHMENT 1**  
**LISTING OF FACILITY AND BILLING CONTACT PERSON AND ADDRESS**

(Other locations may be added)

**FACILITY**

**CONTACT PERSON**

**Building Commission/Property Management:**

County/City Building  
555 So 10th St

Cindy Ditmer/Neal Krizek  
Property Management  
920 "O" Street, Suite 203  
Lincoln, NE 68508  
(402) 441-7355

**Property Management Environmental Facility**

2145 Y Street

Neal Krizec  
(402) 441-8285

**City Facilities:**

**Public Works and Utilities Department**

**Theresa Street Wastewater Recovery Facility**

2400 Theresa St

Phil Deschane  
(402)441-3884(w) (402)326-3467(cell)

**Northeast Wastewater Recovery Facility**

7000 North 70th St

Phil Deschane  
(402)441-3884(w) (402)326-3467(cell)

**Lincoln Water System**

2021 No. 27th St.

Corbin Harms (402) 441-1635

**Municipal Service Center**

901 West Bond St.

Rod Hendrickson  
(402) 416-1308

**StarTran**

710 J Street

Glenn Knust  
(402) 441-8317

**Parks and Recreation Department**

**Mechanical/Maintenance**

901 West Bond Street.

Terry Fangman  
(402) 441-8260

**Lincoln Libraries**

**Bennet Martin**

136th So. 14th St

Julee Hector  
(402)441-8511

**Lincoln Fire and Rescue Department**

1801 Q Street

Kendal Warnock  
(402) 441-7040

**Urban Development Department**

**Parking Services/Haymarket**

848 Q St

Tony Bisesi  
(402) 441-4613



## **SPECIFICATIONS**

### **FLUORESCENT BULB AND BATTERY RECYCLING SERVICES**

#### **1. GENERAL INFORMATION**

- 1.1 The City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission, hereinafter referred to as Owners, are requesting bids for Fluorescent Bulb and Battery Recycling Services.
  - 1.1.1 Numerous locations throughout the City of Lincoln NE and one (1) location in Ashland, NE will generate approximately 15,000 fluorescent tubes, bulbs and related waste per year.
  - 1.1.2 A Vendor is needed to collect fluorescent tubes, bulbs, ballast, batteries and related materials and to properly recycle and dispose of the residual material.
- 1.2 Vendor must submit their bid and all attachments via the City/County e-bid system.
  - 1.2.1 To submit a bid, Vendor must be registered online with the City of Lincoln/Lancaster County.
  - 1.2.2 To register, go to the City of Lincoln website; [lincoln.ne.gov](http://lincoln.ne.gov) type "bid" in search box click on "supplier registration" follow instructions to completion.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail request to Rachele Hinze, Buyer ([rhinze@lincoln.ne.gov](mailto:rhinze@lincoln.ne.gov)).
  - 1.3.1 These inquiries and/or responses shall be distributed to prospective Vendors as an electronic addenda.
  - 1.3.2 Vendors are not allowed to discuss this Proposal with any City employee, elected official other than the City/County Purchasing Staff through the award process.
    - 1.3.2.1 Failure to follow this requirement may result in immediate disqualification of your bid.
- 1.4 The term of the contract will be for one (1) year with the option to renew for three (3) additional one (1) year terms.
- 1.5 Bidder must include all expenses and costs in their e-bid line item pricing.
  - 1.5.1 No fuel surcharges or any other charges will be allowed during the term of this contract.
- 1.6 Bidder shall list in the Attribute section of the e-bid the minimum number of fluorescent tubes per stop or pickup if vendor will not be providing boxing for pickup.
- 1.7 Shipping containers shall be provided for storage while collecting and be sufficient for shipping for the minimum pick up requirements.
  - 1.7.1 Bidder shall provide information in the Attribute section of the e-bid explaining how the waste materials must be packaged for pickup if containers are not available by the vendor.
- 1.8 Collection, processing, recycling and disposal of materials shall comply with all current local, State and Federal regulatory requirements.
- 1.9 Unit pricing shall be per line item request (per each or per pound).

#### **2. MATERIALS AND LOCATIONS**

- 2.1 A list of the materials that Owners may recycle include, but are not limited to the following:
  - 2.1.1 Fluorescent Tube less than 4' and compacts
  - 2.1.2 Fluorescent Tube greater than 5'

- 2.1.3 Incandescent bulb
- 2.1.4 High-intensity discharge lamps
- 2.1.5 U-Bend Tube
- 2.1.6 Circular Tube
- 2.1.7 Compact Fluorescent Bulb
- 2.1.8 Broken bulbs and tubes
- 2.1.9 Ballast PCB / DEHP
- 2.1.10 Non-PCB / DEHP Ballast
- 2.1.11 PCB Capacitors
- 2.1.12 Transformers
- 2.1.13 Mercury Switches
- 2.1.14 Thermostats
- 2.1.15 Manometers
- 2.1.16 Batteries – Lead Acid
- 2.2 See Attachment 1 for a complete list of all locations where pickups will be made by Vendor.

### **3. INVOICING AND REPORTS**

- 3.1 All invoices shall be issued to the location where the pickup was made.
  - 3.1.1 See Attachment 1 for the billing addresses and accounts payable person for each building.
- 3.2 Prepare quarterly and annual reports showing the amount of material recycled by facility.
  - 3.2.1 The reports shall be prepared for the City and submitted to the Purchasing Office and the Recycling Coordinator, Gene Hanlon in a timely manner.

### **4. CONTRACTOR INSURANCE**

- 4.1 The awarded Vendor shall furnish the Owners with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.
- 4.2 All certificates of insurance and endorsements shall be filed with the Owners on the standard ACORD Certificate of Insurance form showing specific limits of insurance coverage required and showing City of Lincoln as "Named Additional Insured" as pertains to these services.
- 4.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 5 days of award notice.**

### **5. AWARD EVALUATION**

- 5.1 Bid will be awarded based on the following:
  - 5.1.1 The lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City;
  - 5.1.2 Quality of the vendor's performance on previous work.
  - 5.1.3 Favorable information received from any reference checks that are performed.

## **INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS**

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln     Lancaster County     Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

**THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,  
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.  
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY  
INCLUDE THE ENTITY ISSUING THE CONTRACT.**

**FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO  
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS  
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE  
REQUIREMENTS SET FORTH BELOW.**

### **Insurance; Coverage Information**

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

### **Certificates**

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

**1. Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

**1.1 Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

**1.2 Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

**1.3 Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

**1.4 Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

**1.5 Builder's Risk Insurance**

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

**1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

**1.6 Pollution Liability**

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

**1.7 Errors and Omissions; Professional Liability**

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

**1.8 Railroad Contractual Liability Insurance**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

**1.8.1 Railroad Protective Liability**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

**1.9 Cyber Insurance**

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

**2. Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

**3. Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

**4. Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

**5. Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

**6. Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or

expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

**7. Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

**8. Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

**9. Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/12/2018

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

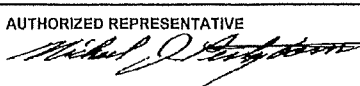
<b>PRODUCER</b> Stille Pierce & Pertzborn 112 East 5th Street Storm Lake, IA 50588 Michael J. Pertzborn	712-732-3747	<b>CONTACT NAME:</b> Lindsay Brechwald <b>PHONE (A/C, No, Ext):</b> 712-732-3747 <b>FAX (A/C, No):</b> 712-732-2808 <b>E-MAIL ADDRESS:</b> lindsay@sppinsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Insurance Company <b>INSURER B:</b> Homeland Insurance Co. of NY <b>INSURER C:</b> <b>INSURER D:</b> AM Best (A)= A+ NAIC:10677 <b>INSURER E:</b> AM Best (B)= A u NAIC: 34452 <b>INSURER F:</b>	
<b>INSURED</b> A-TEC Recycling, Inc. Attn: Larry Young PO Box 57580 Pleasant Hill, IA 50317		<b>NAIC #</b> 10677

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		EPP0335011 (INCLUDED)	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		EBA0335011	07/01/2017	07/01/2018	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$			EPP0335011	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Y	EWC0389915-01 ALL STATES EXCEPT MONOPOL	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liab.			793-00-47-46-0001	07/01/2017	07/01/2018	Pollution Agg \$ 6,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Lincoln, NE; Lancaster County, NE and Lincoln-Lancaster County Public Building Commission are listed as Additional Insured on the General Liability and Auto policies with a Waiver of Subrogation on the Workers Comp. A 30 day written notice of cancellation is required.

<b>CERTIFICATE HOLDER</b>  City of Lincoln/Lancaster Cty. Lincoln-Lancaster Cty. Public Building Commission 555 South 10th St. Lincoln, NE 68508	<b>CITOFI</b>	<b>CANCELLATION</b>  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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# THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: EPP 033 50 11

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

**LIMITS OF INSURANCE**

EACH OCCURRENCE LIMIT	\$ 1,000,000	
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE
\$100,000 limit unless otherwise indicated herein:	\$ SEE GA210	PREMISES
MEDICAL EXPENSE LIMIT		
\$5,000 limit unless otherwise indicated herein:	\$ SEE GA210	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
BUILDING MATERIAL DISTRIBUTORS (IA)	10257 C	702,397	.507	.213	356	150
BUILDINGS OR PREMISES LRO - OT NFP (IA) INCL PROD AND/OR COMP OP	61217 A	25,000		15.558		389
SNOW & ICE REMOVAL - CONTRACTOR (IA)	99310 B	IF ANY	34.434	4.385	STA	STA
LOC. 1 - IA RECYCLING COLLECTION CENTERS - OT NFP INCL PROD AND/OR COMP OP	47146 C	1,142,250		6.002		6,856
BROADENED COVERAGE	20291			2.5%		194

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

TOTAL ANNUAL PREMIUM \$ 7,945

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

GA101	12/04	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0300	01/96	DEDUCTIBLE LIABILITY INSURANCE
CG2292	12/07	SNOW PLOW OPERATIONS COVERAGE
GA210	02/07	COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT
GA3024	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION

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

GA323	10/01	EXCLUSION - LEAD LIABILITY
GA369	11/02	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS ("EIFS") AND DIRECT-APPLIED EXTERIOR FINISH SYSTEMS ("DEFS") - BROAD FORM
GA382	03/02	FUNGI OR BACTERIA EXCLUSION

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. Endorsement - Table of Contents:

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• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
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#### B. Limits of Insurance:

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

##### 1. Employee Benefit Liability Coverage

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

##### 9. 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 performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

**(f) Workers' Compensation and Similar Laws**

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

**(g) ERISA**

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

**(h) Available Benefits**

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

**(i) Taxes, Fines or Penalties**

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

**(j) Employment-Related Practices**

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

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

**(3) Supplementary Payments**

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

**b. Who is an Insured**

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is 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 insur-

eds, 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 plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some 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 **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. 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 "oc-

currence" 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 Payment** of this endorsement.

#### 6. **180 Day Coverage for Newly Formed or Acquired Organizations**

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

Subparagraph a. of Paragraph 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;

#### 7. **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.

#### 8. **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 8.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 8.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 8.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 organization(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 8.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 re-labeled 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, accompanying 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 8.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.

(3) Any insurance provided to an additional insured designated under Paragraph 8.a.(2) Subparagraphs (a), (b) and (d) 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.

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

Condition 5. **Other Insurance** is amended to include:

(1) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects 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.

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

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

(b) 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.

9. **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, 9. Property Damage to Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 9. Property Damage to Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or 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, 9. Property Damage to Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to

effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

#### 10. **Employees as Insureds - Specified Health Care Services**

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.

#### 11. **Broadened Notice of Occurrence**

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



The Cincinnati Indemnity 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

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
POLICY INFORMATION PAGE**

Policy No.	Policy Period		Previous Policy No.	Billing Method
	From	To		
EWC 038 99 15-01.	07-01-2017	07-01-2018	EWC0389915-00	DIRECT BILL

Agency	Carrier	Risk ID No.	Entity
14-028	27197	140077941	CORPORATION

Agent

STILLE PIERCE & PERTZBORN  
P.O. BOX 459  
STORM LAKE, IA 50588-0459

1. Named Insured and Address

A TEC RECYCLING INC  
PO BOX 57580  
PLEASANT HILL, IA 50317-0010

2. The Policy Period is from 07-01-2017 to 07-01-2018 12:01 am. The Standard Time at the insured's Mailing address.
3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: IA
- B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:
- |                           |                     |               |
|---------------------------|---------------------|---------------|
| Bodily Injury by Accident | \$ <u>1,000,000</u> | each accident |
| Bodily Injury by Disease  | \$ <u>1,000,000</u> | each employee |
| Bodily Injury by Disease  | \$ <u>1,000,000</u> | policy limit  |
- C. Other States Insurance: Part THREE of the policy applies to all states except North Dakota, Ohio, Washington, Wyoming, and States Designated in Item 3A of the information page and Alaska
- D. This policy includes these endorsements and schedules:  
REFER TO ENDORSEMENT SCHEDULE
4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

**SEE EXTENSION OF INFORMATION PAGE**

05-22-2017 08:08

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Minimum Premium \$ 1,000

Estimated Annual Premium \$ 36,632

Deposit Premium \$ 36,632

\*See Schedule Attached Taxes / Assessments \$ 0

Total Premium Due \$ 36,632

LB

05-22-2017 08:08

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EXTENSION OF INFORMATION PAGE  
Name and Location Schedule

Loc. No.	Insured No.	Name / Address
001	001	A TEC RECYCLING INC 5745-5755 NE 17TH ST DES MOINES, IA 50313-1617

Federal Employee ID No.  
41-1411487

Entity  
CORPORATION

05-22-2017 08:08

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EXTENSION OF INFORMATION PAGE

4. Classification of Operations

State: IA

Loc. No.	Code No.	Classification Description	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
001	8264	PAPER STOCK OR RAG DEALER-USED & DRIVERS 07-01-2017 TO 07-01-2018	250,000	9.580	23,950
001	8742	SALESPERSONS OR COLLECTORS--OUTSIDE 07-01-2017 TO 07-01-2018	245,000	0.610	1,495
001	8810	CLERICAL OFFICE EMPLOYEES NOC 07-01-2017 TO 07-01-2018	200,000	0.350	700
001	9402	SNOW REMOVAL-CLEARING SNOW FROM STREETS OR ROADS & DRIVERS 07-01-2017 TO 07-01-2018	IF ANY	6.560	0
				Manual Premium	\$ 26,145
	9812	EMPLOYERS LIABILITY INCREASED LIMITS 07-01-2017 TO 07-01-2018		0.0110	288
	9898	EXPERIENCE MODIFICATION 07-01-2017 TO 07-01-2018		1.2800	7,401
	9889	SCHEDULE MODIFICATION 07-01-2017 TO 07-01-2018		1.1500	5,075
	0063	PREMIUM DISCOUNT 07-01-2017 TO 07-01-2018		0.0680	-2,646

05-22-2017 08:08

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State Premium \$ 36,263

0900	EXPENSE CONSTANT		160
	07-01-2017 TO 07-01-2018		
9740	TERRORISM	0.0200	139
	07-01-2017 TO 07-01-2018		
9741	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	0.0100	70
	07-01-2017 TO 07-01-2018		

State Total Estimated Premium \$ 36,632

05-22-2017 08:08

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EXTENSION OF INFORMATION PAGE  
3D. Endorsement Schedule

State	Form No.	Form Title
	WC 98 06 06 A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE
US	WC 00 00 00 C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
US	WC 00 03 08	PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT
US	WC 00 03 13	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
US	WC 00 04 04	PENDING RATE CHANGE ENDORSEMENT
US	WC 00 04 06 A	PREMIUM DISCOUNT ENDORSEMENT
US	WC 00 04 14	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
US	WC 00 04 19	PREMIUM DUE DATE ENDORSEMENT
US	WC 00 04 21 D	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
US	WC 00 04 22 B	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
US	WC 00 04 24	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
US	WC 00 04 25	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT
	WC 99 06 00 A	SIGNATURE ENDORSEMENT

Countersigned this      day of      ,

\_\_\_\_\_  
Authorized Representative

05-22-2017 08:08

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# 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

## COMMON POLICY DECLARATIONS

Billing Method: DIRECT BILL EFT

POLICY NUMBER EPP 033 50 11 / EBA 033 50 11

**NAMED INSURED** A TEC RECYCLING INC  
PO BOX 57580  
**ADDRESS** PLEASANT HILL, IA 50317-0010  
(Number & Street,  
Town, County,  
State & Zip Code)

### Previous Policy Number:

EPP0335011

**Policy Period:** At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

### All coverages except Automobile and / or Garage

Policy number: EPP 033 50 11 FROM: 07-01-2017 TO: 07-01-2018

### Automobile and / or Garage

Policy number: EBA 033 50 11 FROM: 07-01-2017 TO: 07-01-2018

Agency STILLE PIERCE & PERTZBORN 14-028

City STORM LAKE, IA

### Legal Entity / Business Description

ORGANIZATION (ANY OTHER)

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:

IL0017	11/98	COMMON POLICY CONDITIONS ✓
IA102A	09/08	SUMMARY OF PREMIUMS CHARGED ✓
IA904	04/04	SCHEDULE OF LOCATIONS ✓
IA4427	02/13	NOTICE OF LOSS CONTROL SERVICES ✓
IP446	08/01	NOTICE TO POLICYHOLDERS ✓
IA319	01/15	EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM ✓
IA4006	07/10	SPECIAL PER OCCURRENCE DEDUCTIBLE ENDORSEMENT ✓
IA4104IA	09/16	IOWA CHANGES - CANCELLATION AND NONRENEWAL ✓
IA4338	05/11	SIGNATURE ENDORSEMENT ✓
IA4387IA	09/11	IOWA CHANGES - ACTUAL CASH VALUE ✓
IL0022	05/87	EFFECTIVE TIME CHANGES - REPLACEMENT OF 12 NOON ✓
IA4087	08/11	CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY ✓
FM502	07/08	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS ✓
GA532	07/08	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS ✓
GA531	07/08	CLAIMS-MADE EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM ✓
MA573	06/07	ELECTRONIC DATA PROCESSING EQUIPMENT COVERAGE FORM DECLARATIONS ✓
MA572	06/07	TRANSPORTATION COVERAGE PART DECLARATIONS ✓
CA518XC	03/09	CINCIPLUS® CRIME XC® (EXPANDED COVERAGE) COVERAGE PART DECLARATIONS ✓

# THE CINCINNATI INSURANCE COMPANY

CINCINNATI, OHIO

## BUSINESS AUTO COVERAGE PART DECLARATIONS

**ITEM ONE**

Attached to and forming part of POLICY NUMBER: EBA 033 50 11

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

**ITEM TWO**

**SCHEDULE OF COVERAGES AND COVERED AUTOS**

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

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT  THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	1	\$ 1,000,000	INCL
PERSONAL INJURY PROTECTION (or equivalent No-fault coverage)		Separately stated in each P.I.P. endorsement minus \$	Ded.
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault coverage)		Separately stated in each added P.I.P. endorsement	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in each P. P.I. endorsement minus \$	Ded
AUTO. MEDICAL PAYMENTS	2	\$ 5,000	INCL
UNINSURED MOTORISTS	2	\$ 1,000,000	INCL
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	2	\$ SEE AA4183	INCL
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	Actual cash value or cost of repair, Whichever is less minus \$ SEE AA4183 Ded. For each covered auto. But no Deductible applies to loss caused by Fire or lightning. See Item Three for hired or borrowed "autos"	INCL
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		Actual cash value or cost of repair, Whichever is less minus \$ Ded. For Each covered auto. For loss caused by mischief or vandalism. See Item Three for hired or borrowed "autos"	
PHYSICAL DAMAGE COLLISION COVERAGE	7	Actual cash value or cost of repair, Whichever is less minus \$ SEE AA4183 Ded for each covered auto. See Item Three for hired or borrowed "autos".	INCL
PHYSICAL DAMAGE INSURANCE TOWING AND LABOR		\$ for each disablement of a private passenger auto	
PREMIUM FOR ENDORSEMENTS			INCL
*ESTIMATED TOTAL PREMIUM			

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

AA4183 02/06 AUTOMOBILE SCHEDULE  
 AA101 03/06 BUSINESS AUTO COVERAGE FORM  
 AA296 07/12 CHANGES - AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE  
 AA4004 03/06 ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

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

AA4041	03/06	INDIVIDUAL NAMED INSURED
AA4263	04/10	OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE ENDORSEMENT
AA498IA	10/11	IOWA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE
AP401IA	11/13	IOWA UNINSURED/UNDERINSURED MOTORISTS COVERAGE OFFER TO SELECT OR REJECT COVERAGE
CA9944	12/93	LOSS PAYABLE CLAUSE
AA261	07/14	AUTO MEDICAL PAYMENTS COVERAGE
AA265	01/16	CINCIPLUS® BUSINESS AUTO XC® (EXPANDED COVERAGE) ENDORSEMENT

---

\* This policy may be subject to final audit





# 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

## COMMON POLICY DECLARATIONS

Billing Method: **DIRECT BILL EFT**

POLICY NUMBER **EPP 033 50 11 / EBA 033 50 11**

**NAMED INSURED** A TEC RECYCLING INC  
 PO BOX 57580  
**ADDRESS** PLEASANT HILL, IA 50317-0010  
 (Number & Street,  
 Town, County,  
 State & Zip Code)

**Previous Policy Number:**

EPP0335011

**Policy Period:** At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**All coverages except Automobile and / or Garage**

Policy number: **EPP 033 50 11** FROM: 07-01-2017 TO: 07-01-2018

**Automobile and / or Garage**

Policy number: **EBA 033 50 11** FROM: 07-01-2017 TO: 07-01-2018

Agency **STILLE PIERCE & PERTZBORN 14-028**

City **STORM LAKE, IA**

**Legal Entity / Business Description**

ORGANIZATION (ANY OTHER)

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:

IL0017	11/98	COMMON POLICY CONDITIONS	✓
IA102A	09/08	SUMMARY OF PREMIUMS CHARGED	✓
IA904	04/04	SCHEDULE OF LOCATIONS	✓
IA4427	02/13	NOTICE OF LOSS CONTROL SERVICES	
IP446	08/01	NOTICE TO POLICYHOLDERS	✓
IA319	01/15	EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM	✓
IA4006	07/10	SPECIAL PER OCCURRENCE DEDUCTIBLE ENDORSEMENT	✓
IA4104IA	09/16	IOWA CHANGES - CANCELLATION AND NONRENEWAL	✓
IA4338	05/11	SIGNATURE ENDORSEMENT	✓
IA4387IA	09/11	IOWA CHANGES - ACTUAL CASH VALUE	✓
IL0022	05/87	EFFECTIVE TIME CHANGES - REPLACEMENT OF 12 NOON	✓
IA4087	08/11	CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY	
FM502	07/08	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS	
GA532	07/08	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS	✓
GA531	07/08	CLAIMS-MADE EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM DECLARATIONS	✓
MA573	06/07	ELECTRONIC DATA PROCESSING EQUIPMENT COVERAGE FORM DECLARATIONS	✓
MA572	06/07	TRANSPORTATION COVERAGE PART DECLARATIONS	✓
CA518XC	03/09	CINCIPLUS® CRIME XC® (EXPANDED COVERAGE) COVERAGE PART DECLARATIONS	

## **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  
LINCOLN-LANCASTER COUNT PUBLIC BUILDING COMMISSION  
555 SOUTH 10TH ST  
LINCOLN NE 68508

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

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

Endorsement Effective 03/13/18 Policy No. EWC 038 99 15 Endorsement No.

Insured A TEC RECYCLING INC Premium \$ **Incl.**

Insurance Company THE CINCINNATI INDEMNITY COMPANY

Countersigned by \_\_\_\_\_

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE GENERAL CHANGE ENDORSEMENT

Attached to and forming part of:

Policy Number EWC 038 99 15-01

Effective Date of Endorsement 03-13-2018

Endorsement Number 2

Issued to A TEC RECYCLING INC

Agent STILLE PIERCE & PERTZBORN 14-028  
STORM LAKE, IA

---

### PREMIUM INFORMATION

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Additional Premium Due at Endorsement Effective Date REFER TO WC 98 06 18

Installment Date	Change in Premium	Premium	Change in Taxes / Assessments	Taxes / Assessments	Revised Installment
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It is agreed that the policy is amended as indicated by

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Policy Installment Premium Amended to:

Annual

Semi-Annual

Quarterly

Monthly

Form(s) Added

WC 98 06 30 A

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED  
ENTITY

Form(s) Deleted

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### Reason for Change

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ADDING 30 DAY NOTICE WC980630A

03-14-2018 07:38

WC 98 06 07

Page 1 of 1

# The Cincinnati Insurance Companies

The Cincinnati Insurance Company       The Cincinnati Indemnity Company  
 The Cincinnati Casualty Company

**Named Insured:** A TEC RECYCLING INC

**Policy Number:** EWC 038 99 15-01

**Policy Period:** 07-01-2017 to 07-01-2018

**Effective Date of Change:** 03-13-2018

**Endorsement Number:** 2

**Agency Name:** STILLE PIERCE & PERTZBORN 14-028  
STORM LAKE, IA

## Explanation of Billing

A change was recently made to your policy with The Cincinnati Insurance Companies. Attached to this summary is the endorsement that amends your policy.

The Additional Premium for this Endorsement is \$ NONE

This premium is for the time period of 03-13-2018 to 07-01-2018. You will receive a statement based on the payment option you have selected.

Please contact your agency if you have any questions concerning your policy or statement:

STILLE PIERCE & PERTZBORN  
P.O. BOX 459  
STORM LAKE, IA 50588-0459

712-732-3747

**This is not a bill. No payment is necessary at this time.**



**The Cincinnati Indemnity 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](http://www.cinfin.com) ■ 513-870-2000

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**POLICY INFORMATION PAGE**

Policy No.	Policy Period	Previous Policy No.	Billing Method
	From To		
EWC 038 99 15-01	07-01-2017 07-01-2018	EWC0389915-00	DIRECT BILL
Agency	Carrier	Risk ID No.	Entity
14-028	27197	140077941	CORPORATION

**Agent**

STILLE PIERCE & PERTZBORN  
P.O. BOX 459  
STORM LAKE, IA 50588-0459

**1. Named Insured and Address**

A TEC RECYCLING INC  
PO BOX 57580  
PLEASANT HILL, IA 50317-0010

2. The Policy Period is from 07-01-2017 to 07-01-2018 12:01 am. The Standard Time at the insured's Mailing address.
3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: **IA**
- B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:
- |                           |                     |               |
|---------------------------|---------------------|---------------|
| Bodily Injury by Accident | \$ <u>1,000,000</u> | each accident |
| Bodily Injury by Disease  | \$ <u>1,000,000</u> | each employee |
| Bodily Injury by Disease  | \$ <u>1,000,000</u> | policy limit  |
- C. Other States Insurance: Part THREE of the policy applies to all states except **North Dakota, Ohio, Washington, Wyoming, and States Designated in Item 3A of the information page and Alaska**
- D. This policy includes these endorsements and schedules:  
**REFER TO ENDORSEMENT SCHEDULE**
4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

03-14-2018 07:38

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SEE EXTENSION OF INFORMATION PAGE

Minimum Premium \$ 1,000

Estimated Annual Premium \$ 35,477

Deposit Premium \$ 35,477

\*See Schedule Attached Taxes / Assessments \$ 0

Total Premium Due \$ 35,477

03-14-2018 07:38

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**EXTENSION OF INFORMATION PAGE**  
Name and Location Schedule

Loc. No.	Insured No.	Name / Address
001	001	A TEC RECYCLING INC 5745-5755 NE 17TH ST DES MOINES, IA 50313-1617

Federal Employee ID No.  
41-1411487

Entity  
CORPORATION

03-14-2018 07:38

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**EXTENSION OF INFORMATION PAGE**  
Installment Schedule

SEE BILLING STATEMENT MAILED SEPARATELY

Date	Premium	Taxes / Assessments	Installment
------	---------	---------------------	-------------

03-14-2018 07:38

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**EXTENSION OF INFORMATION PAGE**  
Taxes / Assessments Schedule

Taxes / Assessments

Rate / Percentage

Premium

Total Taxes / Assessments

03-14-2018 07:38

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WC 00 00 01 A (01 13)

EWC 038 99 15-01

Page 5 of 8

**EXTENSION OF INFORMATION PAGE**

4. Classification of Operations

State: IA

Loc. No.	Code No.	Classification Description	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
001	8264	PAPER STOCK OR RAG DEALER-USED & DRIVERS  07-01-2017 TO 07-01-2018	250,000	9.270	23,175
001	8742	SALESPERSONS OR COLLECTORS--OUTSIDE  07-01-2017 TO 07-01-2018	245,000	0.600	1,470
001	8810	CLERICAL OFFICE EMPLOYEES NOC  07-01-2017 TO 07-01-2018	200,000	0.320	640
001	9402	SNOW REMOVAL-CLEARING SNOW FROM STREETS OR ROADS & DRIVERS  07-01-2017 TO 07-01-2018	IF ANY	6.290	0
				Manual Premium	\$ 25,285
	9812	EMPLOYERS LIABILITY INCREASED LIMITS  07-01-2017 TO 07-01-2018		0.0110	278
	9898	EXPERIENCE MODIFICATION  07-01-2017 TO 07-01-2018		1.2800	7,158
	9889	SCHEDULE MODIFICATION  07-01-2017 TO 07-01-2018		1.1500	4,908
	0063	PREMIUM DISCOUNT  07-01-2017 TO 07-01-2018		0.0670	-2,521

03-14-2018 07:38

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State Premium \$ 35,108

0900 EXPENSE CONSTANT 160

07-01-2017 TO 07-01-2018

9740 TERRORISM 0.0200 139

07-01-2017 TO 07-01-2018

9741 CATASTROPHE (OTHER THAN  
CERTIFIED ACTS OF TERRORISM) 0.0100 70

07-01-2017 TO 07-01-2018

State Total Estimated Premium \$ 35,477

03-14-2018 07:38

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**EXTENSION OF INFORMATION PAGE**  
**3D. Endorsement Schedule**

State	Form No.	Form Title
	WC 98 06 06 A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE
US	WC 00 00 00 C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
US	WC 00 03 08	PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT
US	WC 00 03 13	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
US	WC 00 04 06 A	PREMIUM DISCOUNT ENDORSEMENT
US	WC 00 04 14	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
US	WC 00 04 19	PREMIUM DUE DATE ENDORSEMENT
US	WC 00 04 21 D	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
US	WC 00 04 22 B	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
US	WC 00 04 24	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
US	WC 00 04 25	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT
	WC 98 06 30 A	CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY
	WC 99 06 00 A	SIGNATURE ENDORSEMENT

Countersigned this      day of      ,

\_\_\_\_\_ Authorized Representative

03-14-2018 07:38

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**CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO  
A DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

Number of days' notice (other than nonpayment of premium): 30

1. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in Schedule before the effective date of cancellation or nonrenewal.
2. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
3. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
4. In no event will coverage extend beyond the actual date of the actual expiration, termination or cancellation of the policy.

Notwithstanding the provisions above, in no event will the number of days' notice for cancellation or for nonrenewal be fewer than the number of days required by law.

**SCHEDULE**

Name and mailing address of person(s) or organization(s):

CITY OF LINCOLN/LANCASTER COUNTY. LINCOLN-LANCASTER COUNT  
PUBLIC BUILDING COMMISSION  
555 S 10TH ST  
LINCOLN, NE 68508-2803

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 03-13-2018 Policy No. EWC 038 99 15-01 Endorsement No.

Insured A TEC RECYCLING INC

Insurance Company THE CINCINNATI INDEMNITY COMPANY Premium \$INCL

Countersigned by \_\_\_\_\_

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL CHANGE ENDORSEMENT

Attached to and forming part of:

Auto / Garage

Policy Number EBA 033 50 11

All Other

Policy Number EPP 033 50 11

Effective Date

of Endorsement 07-01-2017

Issued to A TEC RECYCLING INC

Agent STILLE PIERCE & PERTZBORN 14-028

STORM LAKE, IA

Endorsement # 2

---

### PREMIUM INFORMATION

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Additional Premium Due at Endorsement Effective Date REFER TO IA4319

Subsequent Monthly Installments Increased by \$ \_\_\_\_\_

Revised Monthly Installment Payment(s) \$ \_\_\_\_\_

---

It is agreed that the policy is amended as indicated by

Policy Installment Premium Amended to:

Annual

Semi-Annual

Quarterly

Named Insured

Mailing Address

Form(s) Added

AA288 01/16

CINCIPLUS BUSINESS AUTO XC+ (EXPANDED COVERAGE PLUS  
ENDORSEMENT)

Form(s) Deleted

AA4004 03/06

ADDITIONAL INSURED - DESIGNATED PERSON OR  
ORGANIZATION

AA265 01/16

CINCIPLUS® BUSINESS AUTO XC® (EXPANDED COVERAGE)  
ENDORSEMENT

---

All Other Reason for Change

---

---

Auto / Garage Reason for Change

---

---

07-24-2017 15:09



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CinciPlus<sup>®</sup>**  
**BUSINESS AUTO XC+<sup>®</sup>**  
**(EXPANDED COVERAGE PLUS)**  
**ENDORSEMENT**

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**A. Blanket Waiver of Subrogation**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

**B. Noncontributory Insurance**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.** is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

**C. Additional Insured by Contract**

**SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured** is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

**D. Employee Hired Auto**

**1. Changes in Liability Coverage**

The following is added to the **Section II - Liability Coverage, A. Coverage, 1. Who is an Insured:**

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

**2. Changes in General Conditions**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** is amended by replacing Paragraph 5.b. with the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:
  - (1) Any covered "auto" you lease, hire, rent or borrow; and
  - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL CHANGE ENDORSEMENT

Attached to and forming part of:

Auto / Garage

Policy Number EBA 033 50 11

All Other

Policy Number EPP 033 50 11

Effective Date

of Endorsement 03-13-2018

Issued to A TEC RECYCLING INC

Agent STILLE PIERCE & PERTZBORN 14-028

STORM LAKE, IA

Endorsement # 5

---

### PREMIUM INFORMATION

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Premium Due at Endorsement Effective Date REFER TO IA4319

Subsequent Monthly Installments Increased by

\$ \_\_\_\_\_

Revised Monthly Installment Payment(s)

\$ \_\_\_\_\_

---

It is agreed that the policy is amended as indicated by

Policy Installment Premium Amended to:

Annual

Semi-Annual

Quarterly

Named Insured

Mailing Address

Form(s) Added

Form(s) Deleted

---

All Other Reason for Change

AMENDING IA4087 TO INCLUDE PER ATTACHED

---

Auto / Garage Reason for Change

---

---

03-13-2018 16:35



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

**CANCELLATION OR NONRENEWAL BY US  
NOTIFICATION TO A DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY  
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART  
DENTIST'S PACKAGE POLICY  
EXCESS LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART  
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE**

**SCHEDULE**

Name and mailing address of person(s) or organization(s):

**CITY OF LINCOLN / LANCASTER COUNTY; LINCOLN-LANCASTER COUNT PUBLIC BUILDING  
COMMISSION  
555 S 10TH ST  
LINCOLN, NE 68508-2803**

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

**THE  
CINNATI INSURANCE COMPANIES**

THE CINNATI INSURANCE COMPANY     THE CINNATI INDEMNITY COMPANY  
 THE CINNATI CASUALTY COMPANY

**Named Insured: A TEC RECYCLING INC**

**Policy Number: EPP 033 50 11 / EBA 033 50 11**

**Policy Period: 07-01-2017 to 07-01-2018**

**Effective Date of Change: 03-13-2018**

**Endorsement Number: 5**

**Agency Name: STILLE PIERCE & PERTZBORN 14-028  
STORM LAKE, IA**

**Explanation of Billing**

A change was recently made to your policy with The Cincinnati Insurance Companies. Attached to this summary is the endorsement that amends your policy.

**The additional premium for this endorsement is \$ NONE**  
This premium is for the time period of **03-13-2018** to **07-01-2018**. You will receive a statement based on the payment option you have selected.

Please contact your agency if you have any questions concerning your policy or statement:

**STILLE PIERCE & PERTZBORN  
P.O. BOX 459  
STORM LAKE, IA 50588-0459**

**712-732-3747**

**This is not a bill. No payment is necessary at this time.**



IMPORTANT  
THIS POLICY IS NOT SUBJECT  
TO FLAT CANCELLATION.

Homeland Insurance Company of New York  
100 Woodbury Road, Suite 403  
Woodbury, New York 11797  
(516) 682-2100

## Environmental Premises Liability

\*A Stock Company

This policy is issued, pursuant to I.C.A. §515.147, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association.

### Common Policy Declarations

**Named Insured and Mailing Address**

A-Tec Recycling Inc  
PO Box 57580  
Des Moines, IA 50317

**Policy Number**

793 00 47 46 0001

---

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

---

**Policy Period:** July 1, 2017 to: July 1, 2018

At 12:01 A.M. Standard Time at your mailing address shown above.

---

**Producer:**

Swett & Crawford  
920 2nd Ave. S.  
Minneapolis, MN 55402

---

**Total Premium:**

**At Inception: \$12,780**

Plus 1% IA Surplus Lines Tax

---

**Forms applicable to this Policy:**

See OBENV EP 001 (02 16), Schedule 1

Policy Number: 793 00 47 46 0001

**COMMON POLICY DECLARATIONS  
PREMIUM STATEMENT**

**Named Insured:**  
A-Tec Recycling Inc  
PO Box 57580  
Des Moines, IA 50317

**Producer:**  
Swett & Crawford  
920 2nd Ave. S.  
Minneapolis, MN 55402

Premium Statement for the period from: July 1, 2017 to July 1, 2018

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

<b>COVERAGE SECTION</b>	<b>PREMIUM</b>
	<b>At Inception</b>
Environmental Premises Liability	\$12,780
Terrorism Insurance Coverage	NOT COVERED
Total Policy Premium	\$12,780

**Minimum Earned Premium**

This policy is subject to a Minimum Earned Premium of 25% of the Total Policy Premium shown in the Declarations. The Minimum Earned Premium is the least amount of premium we shall retain as earned premium, regardless of the policy term.

**Rate**

Flat - Not Auditable

**Covered Locations**

**Intended Use**

**LIABILITY COVERAGE PART DECLARATIONS**

This policy consists of the following coverages for which a limit of insurance is indicated.  
 This policy consists of the following coverage for which a Retroactive Date may be applicable.

**Limits of Insurance**

**COVERAGE:** Environmental Premises Liability (Claims-Made and Reported Coverage)

**Policy Aggregate Limit:** \$6,000,000

(If NOT COVERED appears for a Coverage Part shown below, then coverage is not provided for that Coverage Part.)

<u>Coverage Part</u>	<u>Coverage Part Limit of Liability</u>	<u>Coverage Part Aggregate Limit</u>
<b>A - Onsite Cleanup Costs</b>		
A.1. First Party Discovery	\$1,000,000 each Pollution Condition	\$6,000,000
A.2. Third Party Liability	\$1,000,000 each Pollution Condition	\$6,000,000
<b>B - Offsite Cleanup Costs</b>		
B.1. First Party Discovery	\$1,000,000 each Pollution Condition	\$6,000,000
B.2. Third Party Liability	\$1,000,000 each Pollution Condition	\$6,000,000
<b>C - Third Party Bodily Injury and Property Damage for Bodily Injury and Property Damage</b>	\$1,000,000 each Pollution Condition	\$6,000,000
<b>D - Transportation Pollution Liability</b>		
D.1. First Party Discovery	\$1,000,000 each Pollution Condition	\$6,000,000
D.2. Third Party Liability	\$1,000,000 each Pollution Condition	\$6,000,000
<b>E - Non-Owned Disposal Site Liability</b>	\$1,000,000 each Pollution Condition	\$6,000,000
<b>F - Contractors Pollution Liability</b>		
F.1. First Party Discovery	\$5,000,000 each Pollution Condition	\$5,000,000
F.2. Third Party Liability	\$5,000,000 each Pollution Condition	\$5,000,000

<u>Coverage Part</u>	<u>Coverage Part Deductible</u>	<u>Coverage Part Retroactive Date</u>
<b>A - Onsite Cleanup Costs</b>		
A.1. First Party Discovery	\$25,000 each Pollution Condition	N/A
A.2. Third Party Liability	\$25,000 each Pollution Condition	N/A
<b>B - Offsite Cleanup Costs</b>		
B.1. First Party Discovery	\$25,000 each Pollution Condition	N/A
B.2. Third Party Liability	\$25,000 each Pollution Condition	N/A
<b>C - Third Party Bodily Injury and Property Damage for Bodily Injury and Property Damage</b>	\$25,000 each Pollution Condition	N/A
<b>D - Transportation Pollution Liability</b>		
D.1. First Party Discovery	\$25,000 each Pollution Condition	7/1/1994
D.2. Third Party Liability	\$25,000 each Pollution Condition	7/1/1994
<b>E - Non-Owned Disposal Site Liability</b>	\$25,000 each Pollution Condition	7/1/1994
<b>F - Contractors Pollution Liability</b>		
F.1. First Party Discovery	\$25,000 each Pollution Condition	N/A
F.2. Third Party Liability	\$25,000 each Pollution Condition	N/A