C-18-0287

CONTRACT DOCUMENTS

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

> Annual Supply Office Seating Bid No. 18-117

All Makes Office Equipment Co. of Lincoln 3333 O Street Lincoln, NE 68510 (402) 473-8324

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

THIS CONTRACT, made and entered into by and between All Makes Office Equipment Co. of Lincoln, 3333 O Street, Lincoln, NE 68510, 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:

Office Seating, Bid No. 18-117

and,

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

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

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

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

Agreement to Line Item Number 3 of Contractor's Proposal

- 2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:
 - "Contracted Vendors" shall mean all vendors who contract or who have contracted with the Owners pursuant to Bid No. 18-117, Annual Supply Office Seating.
 - "Contracts" shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 18-117, Annual Supply Office Seating.

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The cost of products or services for City Departments shall not exceed \$45,000.00 for Contracts during the contract term without approval. The cost of products or services for County Agencies shall not exceed \$30,000.00 for Contracts during the contract term without approval by the Board of Commissioners. The cost of products or services for the Public Building Commission shall not exceed \$5,000.00 for Contracts during the contract term without approval by the Board of the Public Building Commission.

- 3. <u>Equal Employment Opportunity</u>. 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. <u>E-Verify</u>. 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. <u>Termination</u>. This Contract may be terminated by the following:
 - 5.1) <u>Termination for Convenience.</u> Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) <u>Termination for Cause</u>. 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. <u>Independent Contractor</u>. 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. <u>Audit Provision</u>: 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. <u>Period of Performance</u>. 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 four (4) additional one (1) year terms.
- 10. The Contract Documents comprise the Contract, and consist of the following:
 - 1. Contract Terms
 - 2. Accepted Proposal/Response
 - 3. Insurance Certificate with Endorsements
 - 4. Sample Order Form
 - 5. Special Provisions
 - 6. Specifications
 - 7. Instructions to Bidders
 - 8. Insurance Requirements
 - Sales Tax Exemption Form 13
 (Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

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

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

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

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

Vendor Signature Page

CONTRACT Annual Supply Office Seating Bid No. 18-117

City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
All Makes Office Equipment Co. of Lincoln

EXECUTION BY CONTRACTOR

* .
0.00
All Makes Office Ea Co. Name of Corporation 3333 O St. Lincoln NE 68510
Name of Corporation
Name of Corporation
3333 DSt. Lincoln, NE 68510
Address
- A Continue
By:
Duly Authorized Official
teman a vector / V. P.
Legal Title of Official
, ,
Name of Organization
a .
Type of Organization
Address
Ву:
Member
By:
Member
· · · · · · · · · · · · · · · · · · ·
v
Name
Address
Signature

City of Lincoln Signature Page

CONTRACT
Annual Supply
Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
All Makes Office Equipment Co. of Lincoln

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:	
	_
City Clerk	
	CITY OF LINCOLN, NEBRASKA
	Chris Beutler, Mayor
	Approved by Executive Order No
	dated

Tracking No. 18060004

Lancaster County Signature Page

CONTRACT
Annual Supply
Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
All Makes Office Equipment Co. of Lincoln

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

CONTRACT Annual Supply Office Seating Bid No. 18-117

City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
All Makes Office Equipment Co. of Lincoln

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 Email Phone Fax	Sharon Mulder Asst Purchasing Agent smulder@lincoln.ne.gov (402) 441-7428 x (402) 441-6513 x	Address Contact	Purchasing 440 S. 8th St. Lincoln, NE 68508 Sharon Mulder Asst Purchasing Agent	Address Contact Department
Bid Number Title Bid Type Issue Date Close Date	18-117 Office Seating Bid 5/2/2018 03:00 PM (CT) 5/16/2018 12:00:00 PM (CT)	Departmen Building Floor/Room Telephone Fax Email	Suite 200 า	Building Floor/Room Telephone Fax Email
Supplier Inforr	mation			
Company Address	All Makes Office Equipment Co 3333 O Street	. of Lincoln		
Contact Department Building	Lincoln, NE 68510 Amy Cavadini			
Floor/Room Telephone Fax Email Submitted Total	(402) 473-8324 (402) 473-8330 amyc@allmakes.com 5/16/2018 09:26:39 AM (CT) \$1,696.00			
By submitting	your response, you certify that yo	ou are author	ized to represent and bind y	our company.
Signature Am	ny Cavadini		Email amyc@	allmakes.com
Supplier Notes Discount sche	s dule not acknowledged. Details	were not incl	uded in the initial bid reques	t.
Bid Notes	Ŭ		·	
Bid Activities				
Bid Messages				
Bid Attributes				

Please review the following and respond where necessary # Name Note

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	21-35 days
4	Insurance Requirements and Endorsements	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.	Yes
		Insurance Certificate and required Endorsements 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.	
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Purchase Order, Contract and Delivery Contact	The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.	Amy Cavadini
7	Contact	Name of person submitting this bid:	Amy Cavadini
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	Renewal is an Option	Contract Extension Renewal is an option.	Yes
10	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for four (4) 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 escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through	Yes, Yes, 12/31/18
11	Contractor Must Provide References in Bidders Response Section	Contractor must provide (2) two references for where the chairs being offered are currently in use. Each reference must include the following: Owner: Street Address: City: State: Zip: Name Owners Representative: Phone: Project Name and/or Number: Contract Amount: Completion Date:	YES

12	Debarred	Has your company ever been debarred or suspended for doing business with the City of Lincoln/Lancaster County/PBC of Nebraska	No
13	U.S. Citizenship Attestation	Is your company legally considered an Individual or Sole Proprietor: YES or NO	No
		As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html	
		All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.	
		If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.	
		Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.	
14	Bid Award	a) I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. Do you agree and understand?Yes/No	Yes, No
		b) Is your pricing based on all-or-nothing basis, please indicate is so. Yes/No	
15	Recycling of Corrugated Cardboard	I acknowledge that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors are encouraged to utilize recycling sites located throughout the city of Lincoln to dispose of corrugated cardboard.	Yes
16	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Fully Functional Office Seating Chairs that fall into the Owners price range of \$300.00 to \$400.00	No Bid

Item Notes:

A minimum of two (2) chairs will be selected for this category with the Owner's determining if additional chairs will be added. If you wish to bid more chairs, you can click in the bid line; "add alternate" to add additional chairs.

Supplier Notes:

#	Name	Note	Response
1	Manufacturer and Model	Please provide the Manufacturer and Model bidding.	
2	Warranty	I acknowledge that I have attached the warranty information related to each chair bidding to the Vendor's Response Attachment Section of the e-bid.	
3	Manufacturer's Price List	I acknowledge that I have attached the Manufacturer's Price List for our basis of pricing to the Vendor's Response Attachment Section of the e-bid.	
4	Discount Schedule	I acknowledge that I have attached the Discount Schedule per Specifications, Section 2, 2.2.4 and 2.2.4.1 to the Vendor's Response Attachment Section of the e-bid.	

1 EA Functional Office Seating Chairs that fall into the Owners price range of \$400.00 to \$500.00

\$408.00

Item Notes:

2

A minimum of two (2) chairs will be selected for this category with the Owner's determining if additional chairs will be added. If you wish to bid more chairs, you can click in the bid line; "add alternate" to add additional chairs.

Supplier Notes: No discount schedule specification were located in the initial bid request.

Iten	tem Attributes: Please review the following and respond where necessary				
#	Name	Note	Response		
1	Manufacturer and Model	Please provide the Manufacturer and Model bidding.	Allsteel Lyric CSW-MHWNO		
2	Warranty	I acknowledge that I have attached the warranty information related to each chair bidding to the Vendor's Response Attachment Section of the e-bid.	Yes		
3	Manufacturer's Price List	I acknowledge that I have attached the Manufacturer's Price List for our basis of pricing to the Vendor's Response Attachment Section of the e-bid.	Yes		
4	Discount Schedule	I acknowledge that I have attached the Discount Schedule per Specifications, Section 2, 2.2.4 and 2.2.4.1 to the Vendor's Response Attachment Section of the e-bid.	Yes		

\$548.00

Item Notes:

3

1

A minimum of two (2) chairs will be selected for this category with the Owner's determining if additional chairs will be added. If you wish to bid more chairs, you can click in the bid line; "add alternate" to add additional chairs.

Supplier Notes: No discount schedule specification were located in the initial bid request.

Name Name	Note	Response
Manufacturer and Model	Please provide the Manufacturer and Model bidding.	Allsteel Mimeo MIW-KWNO
? Warranty	I acknowledge that I have attached the warranty information related to each chair bidding to the Vendor's Response Attachment Section of the e-bid.	Yes
Manufacturer's Price List	I acknowledge that I have attached the Manufacturer's Price List for our basis of pricing to the Vendor's Response Attachment Section of the e-bid.	Yes
Discount Schedule	I acknowledge that I have attached the Discount Schedule per Specifications, Section 2, 2.2.4 and 2.2.4.1 to the Vendor's Response Attachment Section of the e-bid.	Yes

4 1 EA Functional Office Seating Chairs that fall into the Owners price range of \$600.00 to \$750.00

\$740.00

Item Notes:

A minimum of two (2) chairs will be selected for this category with the Owner's determining if additional chairs will be added. If you wish to bid more chairs, you can click in the bid line; "add alternate" to add additional chairs.

Supplier Notes: No discount schedule specification were located in the initial bid request.

ł Name	Note	Response
Manufacturer and Model	Please provide the Manufacturer and Model bidding.	Allsteel Acuity AWMGGDNO
2 Warranty	I acknowledge that I have attached the warranty information related to each chair bidding to the Vendor's Response Attachment Section of the e-bid.	Yes
Manufacturer's Price List	I acknowledge that I have attached the Manufacturer's Price List for our basis of pricing to the Vendor's Response Attachment Section of the e-bid.	Yes
Discount Schedule	I acknowledge that I have attached the Discount Schedule per Specifications, Section 2, 2.2.4 and 2.2.4.1 to the Vendor's Response Attachment Section of the e-bid.	Yes

Alt 1 1 EA Alt Spec: No discount schedule specification were located in the initial bid request.

Alt Manufacturer: Allsteel Alt Manufacturer #: RL-MHP

Item Notes: A minimum of two (2) chairs will be selected for this category with the Owner's determining if additional chairs will

be added. If you wish to bid more chairs, you can click in the bid line; "add alternate" to add additional chairs.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary						
#	Name	Note	Response			
1	Manufacturer and Model	Please provide the Manufacturer and Model bidding.	Allsteel Relate RL-MHP			
2	Warranty	I acknowledge that I have attached the warranty information related to each chair bidding to the Vendor's Response Attachment Section of the e-bid.	Yes			
3	Manufacturer's Price List	I acknowledge that I have attached the Manufacturer's Price List for our basis of pricing to the Vendor's Response Attachment Section of the e-bid.	Yes			
4	Discount Schedule	I acknowledge that I have attached the Discount Schedule per Specifications, Section 2, 2.2.4 and 2.2.4.1 to the Vendor's Response Attachment Section of the e-bid.	Yes			

5 1 EA Functional Bariatric Office Seating Chairs

No Bid

613.00

Item Notes:

A minimum of two (2) chairs will be selected for this category with the Owner's determining if additional chairs will be added. If you wish to bid more chairs, you can click in the bid line; "add alternate" to add additional chairs.

Supplier Notes:

#	Name	Note Response	
1	Manufacturer and Model	Please provide the Manufacturer and Model bidding.	
2	Warranty	I acknowledge that I have attached the warranty	
		information related to each chair bidding to the Vendor's	
		Response Attachment Section of the e-bid.	
3	Manufacturer's Price List	I acknowledge that I have attached the Manufacturer's	
		Price List for our basis of pricing to the Vendor's	
		Response Attachment Section of the e-bid.	
4	Discount Schedule	I acknowledge that I have attached the Discount Schedule	
		per Specifications, Section 2, 2.2.4 and 2.2.4.1 to the	
		Vendor's Response Attachment Section of the e-bid.	
		Response Total:	\$1,696.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/8/2017

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

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

PRODUCER			CONTACT NAME: Marci Elam		
UNICO Group, Inc.			PHONE (A/C, No, Ext): (402)434-7200	FAX (A/C, No): (402)43	34-7272
1128 Lincoln Mall			E-MAIL ADDRESS: melam@unicogroup.com		
Suite 200			INSURER(S) AFFORDING COVERAGE		NAIC #
Lincoln	NE	68508	INSURER A:Phoenix Insurance Co		25623
INSURED			INSURER B:Charter Oak Fire Ins Co		25615
All Makes Office Equ	ipmen	t Co	INSURER C: Travelers Property Casual	ty of	25674
2558 Farnam St			INSURER D:First Dakota Indemnity Co	mpany	1
			INSURER E:Philadelphia Indemnity		18058
Omaha	NE	68131-3628	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 17/18 All Liab 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		ADDL INSD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
LIK	X COMMERCIAL GENERAL LIABILITY	INSD	WVD	FOLICT NUMBER	(MM/DD/TTTT)	(WW/DD/TTTT)	EACH OCCURRENCE	\$	1,000,000
A	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
				630-3K163160	12/15/2017	12/15/2018	MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В	X ANY AUTO						BODILY INJURY (Per person)	\$	
ь	ALL OWNED SCHEDULED AUTOS AUTOS			810-3K227332	12/15/2017	12/15/2018	BODILY INJURY (Per accident)	\$	
	HIRED AUTOS AUTOS						PROPERTY DAMAGE (Per accident)	\$	
							,	\$	
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	9,000,000
С	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	9,000,000
	DED RETENTION \$			CUP-3K232262	12/15/2017	12/15/2018		\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	500,000
D	(Mandatory in NH)	Ι , Α		WC020-0028721-2017	12/15/2017	12/15/2018	E.L. DISEASE - EA EMPLOYEE	\$	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	500,000
E	Professional Liability			PHSD1301649	12/15/2017	12/15/2018	Limit		1,000,000
	Claims-Made Policy Form						Deductible		2,500

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

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status on a primary and non-contributing basis including completed operations only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status. The Business Auto policy includes a blanket automatic additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder/entity(ies) that require such status prior to a loss. The General Liability & Workers Compensation policies include waiver of subrogation endorsements as required

CERTIFICATE HOLDER	CANCELLATION			
bcrooks@lincoln.ne.gov City of Lincoln and/or Lancaster County and/or City of Lincoln/ Lancaster County Public Building, Co.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
555 South 10th Street	AUTHORIZED REPRESENTATIVE			
Lincoln, NE 68508	Paul Hughes/MEI.AM			

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COMMENTS/REMARKS					
by written contract with the named insured prior to a loss	١.				
OFREMARK	COPYRIGHT	2000,	AMS	SERVICES	INC.

Additional Named Insureds

Other Named Insureds

All Makes Office Equipment Co of Lincoln Additional Named Insured

All Makes Office Equipment Co. (Omaha) Additional Named Insured

All Makes Office Equipment Co. of Des Moines Additional Named Insured

All Makes Office Interiors Doing Business As

Golden Goose LLC Legal

The Kavich Family Charitable Foundation Additional Named Insured

ZK, LLC Additional Named Insured

OFAPPINF (02/2007)

COPYRIGHT 2007, AMS SERVICES INC



POLICY NUMBER: Y-630-3K163160-PHX-17

EFFECTIVE DATE: 12-15-17

ISSUE DATE: 01-05-18

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL	TO	02	11	89	COMMON POLICY DECLARATIONS
IL	T8	01	10	93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL	ТЗ	18	05	11	COMMON POLICY CONDITIONS-DELUXE
IL	TO	03	04	96	LOCATION SCHEDULE
IL	T8	00			GENERAL PURPOSE ENDORSEMENT

DELUXE PROPERTY

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DX 00 04 11 12	TABLE OF CONTENTS - DELUXE PROP COV PART
DX T1 00 11 12	DELUXE PROPERTY COVERAGE FORM
DX T1 01 11 12	DELUXE BI (AND EE) COVERAGE FORM
DX T4 61 11 12	BUSINESS INCOME-COINSURANCE
DX T3 01 11 12	CAUSES OF LOSS-EARTHQUAKE
DX T3 02 11 12	CAUSES OF LOSS - BROAD FORM FLOOD
DX T3 19 11 12	CAUSES OF LOSS-EQUIPMENT BREAKDOWN
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DX T3 79 11 12	LOSS PAYABLE PROVISIONS
DX T3 85 11 12	UTILITY SERVICES-DIRECT DAMAGE
DX T3 86 11 12	UTILITY SERVICES-TIME ELEMENT
DX T4 02 01 15	FEDERAL TERRORISM RISK INSURANCE ACT DIS
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COMMERCIAL GENERAL LIABILITY

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CG	TO	07	09	87	DECLARATIONS PREMIUM SCHEDULE
CG	TO	80	11	03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG	TO	34	11	03	TABLE OF CONTENTS
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CG	D2	55	11	03	AMENDMENT OF COVERAGE - POLLUTION
CG	DЗ	21	01	04	TOTAL GENERAL AGGREGATE LIMITED PROJECTS
CG	D4	71	01	15	AMEND COVERAGE B - PERS & ADV INJURY
CG	DO	37	04	05	OTHER INSURANCE-ADDITIONAL INSUREDS
CG	D2	03	12	97	AMEND-NON CUMULATION OF EACH OCC
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ÇG	D4	13	04	08	AMENDMENT OF COVERAGE-COOLING-POLLUTION
CG	D4	67	07	13	XTEND ENDORSEMENT FOR SERVICE INDUSTRIES
CG	D2	56	11	03	AMENDMENT OF COVERAGE
CG	D2	88	11	03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG	D3	26	10	11	EXCLUSION - UNSOLICITED COMMUNICATION
		PRC -00-	-		MODELE FOLES SESSEELES SUCL SE LICILIO
CG	D3	56	Ob	14	MOBILE EQUIP REDEFINED-EXCL OF VEHICLES
	D3 D4		05 07		AMEND CONTRAC LIAB EXCL-EXC TO NAMED INS



012230



POLICY NUMBER: Y-630-3K163160-PHX-17

EFFECTIVE DATE: 12-15-17

ISSUE DATE: 01-05-18

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D6 18 10	11	EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
CG D7 46 01	15	EXCL-ACCESS OR DISCL OF CONF/PERS INFO
CG D1 42 01	99	EXCLUSION-DISCRIMINATION
CG D2 40 09	15	EXCLUSION -SILICA OR SILICA-RELATED DUST
CG D2 42 01	02	EXCLUSION WAR
CG T3 23 08	11	EXCL - AIRCRAFT PROD AND GROUNDING
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IL	T4	05	03	11	DESIGNATED ENTITY - CANC PROVIDED BY US
IL	T4	12	03	15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL	T4	14	01	15	CAP ON LOSSES CERTIFIED ACT OF TERRORISM
IL	00	21	05	02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL	FO	49	09	07	NEBRASKA CHANGES ACTUAL CASH VALUE
IL	T9	35	09	07	NE CHANGES-CANCELLATION & NONRENEWAL
IL	T9	64	04	98	NEBRASKA CHANGES-APPRAISAL

POLICYHOLDER NOTICES

PN T6 14 11 09 IMP NOTICE TO IOWA POLICYHOLDERS-ACV

IL T8 01 10 93 PAGE: 2 OF 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION:

City of Lincoln, Lancaster County Lincoln-Lancaster County Public Building Commission 555 South 10th Street Lincoln, NE 68508

ADDRESS:

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- WHO IS AN INSURED (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
- 2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III — Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - Supervisory, inspection, architectural or engineering activities.

- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
- 3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
- **4.** As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- How, when and where the "occurrence" or offense took place;
- ii. The names and addresses of any injured persons and witnesses; and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or -offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

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

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurgance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

> "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SERVICE INDUSTRIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- A. Broadened Named Insured
- B. Blanket Additional Insured Broad Form Vendors
- C. Damage To Premises Rented To You
 - Perils of fire, explosion, lightning, smoke, water
 - Limit increased to \$300,000
- D. Blanket Waiver Of Subrogation
- E. Blanket Additional Insured Owners, Managers Or Lessors Of Premises
- F. Blanket Additional Insured Lessors Of Leased Equipment
- G. Incidental Medical Malpractice
- H. Personal Injury Assumed By Contract

PROVISIONS

A. BROADENED NAMED INSURED

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

Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

- 2. The following replaces Paragraph 4.a. of SECTION II WHO IS AN INSURED:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.

- I. Amended Bodily Injury Definition
- J. Bodily Injury To Co-Employees And Co-Volunteer Workers
- K. Aircraft Chartered With Crew
- L. Non-Owned Watercraft Increased From 25 Feet To 50 Feet
- M. Increased Supplementary Payments
 - Cost of bail bonds increased to \$2.500
 - Loss of earnings increased to \$500 per day
- N. Knowledge And Notice Of Occurrence Or Offense
- O. Unintentional Omission
- P. Reasonable Force Bodily Injury Or Property Damage

B. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

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

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

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

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

 The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations of this Coverage Part, whichever are less.

- **b.** The insurance provided to such vendor does not apply to:
 - (1) "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;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in "your products" made intentionally by such vendor:
 - (4) 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;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products": or
 - (7) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such vendor.

Coverage under this provision does not apply to:

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

C. DAMAGE TO PREMISES RENTED TO YOU

 The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY IN-JURY AND PROPERTY DAMAGE LIABIL-ITY: Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire:
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III – Limits Of Insurance.

This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water:
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
- 2. The following replaces Paragraph 6. of SECTION III LIMITS OF INSURANCE:

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

- The following replaces Paragraph a. of the definition of "insured contract" in the DEFINI-TIONS Section:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - (1) Fire;
 - (2) Explosion;
 - (3) Lightning;
 - (4) Smoke resulting from such fire, explosion, or lightning; or
 - (5) Water.

is not an "insured contract":

- The following replaces Paragraph 4.b.(1)(b) of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:
 - (b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

D. BLANKET WAIVER OF SUBROGATION

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

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

E. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

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

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

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and
- Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

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

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

G. INCIDENTAL MEDICAL MALPRACTICE

 The following is added to the definition of "occurrence" in the DEFINITIONS Section;

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services" to a person.

2. The following is added to the **DEFINITIONS**Section:

"Incidental medical services" means:

- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services".

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

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

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to any "bodily injury" arising out of any providing or failing to provide "incidental medical services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide "incidental medical services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph 5. of SECTION III - LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide "incidental medical services" to any one person will be considered one "occurrence".

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED.

H. PERSONAL INJURY - ASSUMED BY CONTRACT

The following replaces Exclusion e., Contractual Liability, in Paragraph 2. of SECTION I
 — COVERAGES — COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

e. Contractual Liability

"Personal injury" or "advertising injury" for which the insured 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 insured would have in the absence of the contract or agreement; or
- (2) Liability for damages because of "personal injury" assumed in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
- 2. The following replaces the third sentence of Paragraph 2. of SUPPLEMENTARY PAY-MENTS COVERAGES A AND B:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverage B – Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

- The following replaces Paragraph 2.d. of SUPPLEMENTARY PAYMENTS - COVER-AGES A AND B:
 - d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- 4. The following replaces the first subparagraph of Paragraph f. of the definition of "insured contract" in the DEFINITIONS Section:
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

I. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

J. BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

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

Paragraph (1)(a) above does not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

K. AIRCRAFT CHARTERED WITH CREW

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with crew to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

L. NON-OWNED WATERCRAFT

- The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
 - (2) A watercraft you do not own that is:
 - (a) Fifty feet long or less; and
 - (b) Not being used to carry any person or property for a charge.
- The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

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

M. INCREASED SUPPLEMENTARY PAYMENTS

- The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVER-AGES A AND B of SECTION I - COVER-AGES:
 - b. Up to \$2,500 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.
- The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS - COVER-AGES A AND B of SECTION I - COVER-AGES:
 - d. 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 \$500 a day because of time off from work.
- N. KNOWLEDGE AND NOTICE OF OCCUR-RENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
 - (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership. joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) A trustee of any trust; or
 - (iv) An executive officer or director of any other organization;
 - that is your partner, joint venture member, manager or trustee; or
 - (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
 - (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described

in Paragraphs e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

O. UNINTENTIONAL OMISSION

The following is added to Paragraph 6. Representations, of SECTION IV - COMMERCIAL **GENERAL LIABILITY CONDITIONS:**

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

P. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2. of SECTION I -COVERAGES - COVERAGE A BODILY IN-JURY AND PROPERTY DAMAGE LIABILITY:

a. Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.



POLICY NUMBER: Y-810-3K227332-C0F-17

EFFECTIVE DATE: 12-15-17

ISSUE DATE: 12-28-17

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL TO 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL TO 01 01 07	COMMON POLICY CONDITIONS
IL T3 02 07 86	CALCULATION OF PREMIUM-COMPOSITE RATE(S)
IL T8 00	NAMED INSURED
IL T8 25	GENERAL PURPOSE ENDORSEMENT

COMMERCIAL AUTOMOBILE

CA	TO	01	02	15	BA- COVERAGE PART DECS (ITEMS 1 & 2)
CA	TO	03	02	15	BA COVERAGE PART DECS (ITEMS 4 & 5)
CA	TO	30	02	16	BA/AD/MC COV PART SUPPL SCH - ITEM TWO
CA	TO	31	02	15	
CA	00	01	10	13	BUSINESS AUTO COVERAGE FORM
CA	T4	52	02	16	SHRT TRM HRD AUTO - ADDT'L INSD LS PAYEE
CA	T4	59	02	15	AMENDMENT OF EMPLOYEE DEFINITION
CA	01	56	11	13	NEBRASKA CHANGES
CA	01	60	10	13	
CA	01	75	10	13	ARIZONA CHANGES
CA	20	01	10	13	LESSOR - ADDL INSURED AND LOSS PAYEE
CA	21	12	10	13	IOWA UM & UIM COVERAGE
CA	21	39	10	13	ARIZONA UNINSURED MOTORISTS COVERAGE
CA	21	40	10	13	ARIZONA UNDERINSURED MOTORISTS COVERAGE
CA	21	70	10	13	
CA	99	03	10	13	AUTO MEDICAL PAYMENTS COVERAGE
CA	99	10	10	13	DRIVE OTHER CAR COV-BROAD COV NAMED INSD
ÇA	99	35	11	13	NEBRASKA AUTO MEDICAL PAYMENTS COVERAGE
CA	T3	53	02	15	BUSINESS AUTO EXTENSION ENDORSEMENT
			04	_	LOSS PAYABLE CLAUSE
CA	02	05	05	14	ARIZONA CHANGES - NONRENEWAL
CA	02	21	10	13	NEBRASKA CHANGES - CANCELLATION

INTERLINE ENDORSEMENTS

IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL 00 21 05 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 21 09 08	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 02 76 09 08	IA CHANGES-CANCELLATION AND NONRENEWAL
IL T3 05 07 15	INSURER AMENDMENT ENDORSEMENT

PAGE: 1 OF 1

ISSUE DATE: 01-05-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION:

City of Lincoln, Lancaster County
Lincoln-Lancaster County Public Building Commission
555 South 10th Street
Lincoln, NE 68508

ADDRESS:

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE - INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

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

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

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

C. EMPLOYEE HIRED AUTO

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

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

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
 - b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

- The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE - INDEMNITY BASIS

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

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

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
 - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
 - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
 - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
 - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.
 - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II — COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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

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

G. WAIVER OF DEDUCTIBLE - GLASS

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

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

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

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

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

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL PROPERTY

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

Personal Property

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

(1) Owned by an "insured"; and

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

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

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

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

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

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

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

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

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

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

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

N. UNINTENTIONAL ERRORS OR OMISSIONS

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

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

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule Effective Expiration **Persons** Organization 12/15/2017 12/15/2018 City of Lincoln and or Lancaster County and or City of Lincoln/Lancaster County Public **Building Commission** Schedule **Effective** Expiration **Persons** Organization 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 12/15/2017 12:00:00 AM Policy No. WC020-0028721-2017A Endorsement No. 5 Insured All Makes Office Equipment Co Premium \$0 Insurance Company Countersigned by

WC 00 03 13 (Ed. 4-84)

First Dakota Indemnity Company

Allsteel



LyricTM Task Chair & Task Stool

Lyric is a comprehensive family of seating that includes task chairs and stools, side chairs, and multi-purpose chairs.

Features

High-back or mid-back Mesh or upholstered mesh back Arm options

Lyric Task Chair & Task Stool Statement of Line



High-Back Chair



Mid-Back Chair





38"-43"H x 26"W x 26"D 35"-40"H x 26"W x 26"D 16"-21"H x 19½"W x 16%"-18½"D

Seat

24"H x 19"W

Adjustable Arms

7¾"-11%"H x 13"-20%"W

(3" depth range)

Fixed Arms

9%"H x 20½"W x 14"D



High-Back Stool



Mid-Back Stool

High-Back Mid-Back

46"-56"H x 26"W x 26"D 43"-53"H x 26"W x 26"D

Seat

22¾"-32¾"H x 19½"W x 16%"-18½"D

24"H x 19"W

Adjustable Arms

7½"-11½"H x 17¾"-20½"W

(3" depth range)

Fixed Arms

9¾"H x 20½"W x 14"D

Armless models also available for task chair and task stool.

Mesh Back Colors















Carbon

Graphite Clay Navy

A wide selection of seating upholsteries is available online at allsteeloffice.com.

Frame Colors



Titanium





Base Colors







Polished

Titanium

Black

Centurion Upholstery Back Colors







Morel



Goldenrod



Pear



Ruby



Apricot



Peacock



Iris



Bark



Marsala



Iron Ore



Jade



Espresso



Navy



Black

Frame/Exterior Mesh Color Combinations



Titanium Frame/ Platinum Exterior Mesh



Black Frame/ Carbon Exterior Mesh



Allsteel Inc. Muscatine, Iowa 52761

allsteeloffice.com

-02016 Allsteel Inc Allsteel is a registered trademark and Lyric is a trademark. Form # A8395.A1 (12/16)

LIFETIME WARRANTY

Allsteel Inc. warrants its products to be free from defects in material and workmanship for as long as the original purchaser owns them, except as set forth below.

Allsteel shall repair or replace with comparable product (at Allsteel's discretion), free of charge, any Allsteel product or component manufactured after January 29, 2017, that fails under normal commercial office use.

This warranty is subject to the following provisions:

Some natural variations occurring in wood, leather, or other natural materials are inherent to their character and not considered defects. Allsteel does not warrant the colorfastness or matching of colors, grains, or textures of these materials. Additionally, a Customer's Own Material (COM) selected by, and used at the request of, a user is not warranted.

The materials and components listed below are covered according to the following schedule from the date of sale:

- Wood products and electrical components (lamps and ballasts are not covered), seating controls, pneumatic cylinders, glides, casters and polymer-based components, and foam 12 years
- Wood seating, stacking chairs, Sum® AutoFit® technology, and laminates — 10 years
- User-adjustable worksurface mechanisms, tablet arm mechanisms, interior woodframed seating and lounge products, occasional tables, Mimeo $^{\text{IM}}$ mesh, Quip $^{\text{IM}}$ mesh, Scout $^{\text{S}}$ mesh, panel and seating upholstery fabrics, and other covering materials 5 years
- Marker board surfaces and upholstery on Gather™ products — 3 years
- #19°, Access™, Acuity°, Clarity°, Inspire°, Lyric™, Relate°, Scout, Seek°, Sum, and Trooper° asynchronous and synchro-tilt models are warranted for multiple shifts and users up to 300 lbs. Mimeo is warranted for multiple shifts and users up to 350 lbs. Lyric Large & Tall is warranted for multiple shifts and users up to 400 lbs. Trooper Large & Tall is warranted for multiple shifts and users up to 500 lbs. All other Allsteel chairs and components are warranted for single-shift, 40-hour workweek usage.
- #19 chair, including components and material, is warranted for as long as the original purchaser owns the chair.

- #19, Access, Acuity, Clarity, Lyric, Relate, and Seek mesh/carriers and Mimeo and Quip carriers are considered structural chair components and as such are warranted for as long as the original purchaser owns the chair.
- Undercabinet LED light fixture warranted for 3 years;
 power supply warranted for 1 year
- Link™ LED light 5 years
- Wand™ LED Light fixture warranted for 5 years; power supply warranted for 3 years
- Beyond™ Movable Walls 10 years; moving parts such as door hardware and door mechanisms — 5 years; customer's own hardware — supplier warranty

This warranty does not apply to:

- Normal wear and tear over the course of ownership, including fabric puddling
- Damage from sharp objects (e.g., writing utensils, heeled shoes, scissors, jewelry, keys)
- Modifications or attachments to the product not approved by Allsteel
- Products not installed, used, or maintained in accordance with product instructions and warnings
- Products used for rental purposes
- Damage caused by the carrier in-transit, which is handled under separate terms
- Third-party products. Allsteel, to the extent possible, will pass through to the original purchaser (and process claims under) any warranty provided by manufacturers of undercabinet lighting, ergonomic work tools, or other third-party products supplied by Allsteel.

TO THE EXTENT ALLOWED BY LAW, ALLSTEEL MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLSTEEL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada. Your Allsteel Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your Allsteel Dealer.

Allsteel



Relate®

Task Chair & Task Stool

Relate is a comprehensive family of seating that includes task chairs and stools, side chairs, and 4-leg stools.

Features

Mesh or upholstered back High back or mid back Arm options

Relate Task Chair & Task Stool Statement of Line



Task Chair

Overall

39"-44"H x 26"W x 24"D

Seat 17¼"-22¼"H x 19"W x 15"-18"D

Back

24¼"H x 17½"W

Adjustable Arms Fixed C-Arms 6%"-10%"H x 17½"-20½"W x 9"-13"D

9%"H x 19½"W x 11"D

Task Stool is available with mesh back. Armless models also available.



Task Stool

Overall

46"-56"H x 27½"W x 25½"D

Seat

24"-34"H x 19"W x 15"-18"D

Back

23"H x 17½"W

Adjustable Arms Fixed C-Arms 6%"-10%"H x 17½"-20½"W x 9"-13"D

9¾"H x 19½"W x 10¾"D

Frame Finishes/Mesh Back Colors



Titanium Frame/



Titanium Frame/ Taupe Mesh



Titanium Frame/ Navy Mesh



Titanium Frame/ Carbon Mesh



Charblack Frame/ Lime Mesh



Charblack Frame/ Clay Mesh



Charblack Frame/ Carbon Mesh

A wide selection of seating upholsteries is available online at all steel office.com.

Allsteel



Mimeo®

Task Chair & Task Stool

Designed in partnership with Bruce Fifield of StudioFifield, Mimeo is a task chair and task stool featuring eight mesh colors, and two frame finishes.

Features

Lightweight
Weight-activated motion
Arm options

Mimeo Task Chair & Task Stool Statement of Line



Task Chair

Overall

36¼"-41¼"H x 23¾"W x 23¾"D 16"-21"H x 20"W x 15¼"-18¼"D

Seat Back

23"H x 18"W

Adjustable Arms

6%"-11½"H x 13¼"-21%"W x 11½"D

Fixed Arms

9%"H x 20%"W x 11%"D

Task Stool

Overall Seat

42¼"-52¼"H x 23¾"W x 23¾"D

22"-32"H x 20"W x 15¼"-18¼"D

Back

23"H x 18"W

Adjustable Arms

6%"-111/2"H x 131/4"-211/6"W x 111/6"D

Fixed Arms

9%"H x 20%"W x 11%"D

Armless models also available for task chair and task stool.

Mesh Back Colors

















Onyx

A wide selection of seating upholsteries is available online at all steel office.com.

Back Carrier Finishes









White

Titanium

Graphite

Black

Frame/Base Finishes





Titanium

Black



Allsteel Inc. Muscatine, Iowa 52761

alisteeloffice.com

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Allsteel°



Acuity[®]

A vision of comfort and style.

Acuity is the transformation of what's purposeful into what's beautiful. Its elegant design enhances any environment while its ingenious ergonomics instantly and comfortably fit any body. It's the chair that adapts to you, not the other way around.



Work Chair with fixed arms and jacket



Work Chair without arms



Side Chair with arms



Side Chair without arms

Discover a new sitting experience.

Acuity was designed in collaboration with Bruce Fifield of Milan-based Design Continuum Italia. Anything inessential has been stripped away, leaving behind only a purity of form that fits in any environment.

AcuFit™ Ergonomics

No matter how you work, you get a comfortable sit without the need for adjustment.

- Using your body's weight, the chair automatically adjusts for recline, lumbar support, and open postures.
- The mesh back mirrors the spine, providing ergonomic fit to the shoulders and lumbar simultaneously and continuously.
- Customized, hybrid cushion ensures comfort immediately when you sit and after hours at your desk.

Intuitive Controls

The only controls, for manual fine-tuning, are simple to see, use, and understand.

- With a touch of a fingertip you can move the seat up, down, and back and forth to fit your body.
- A simple slide control locks, tightens, or loosens the tilt to fit your task.

More Design Choices

The Acuity work chair is available in a variety of beautiful frame finishes, with arms or without to fit your work environment and individual needs.

- An optional slip-on jacket, available in leather and fabric, offers premium appeal in conference rooms, private offices, or boardrooms.
- The Acuity side chair, available with arms or armless, complements the work chair so that you can outfit the entire office and a variety of applications.



Allsteel



Allsteel Inc.
Muscatine, Iowa 52761-5257
allsteeloffice.com

Form # A8238.A1 (10/13) Printed in USA

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and Acufit is a trademark Indoor Advantage
is a trademark of SCS Global Services
level is a registered trademark of BIFMA
International.

Allsteel supports green initiatives in the contract furniture industry as a member of the U.S. Green Building Council Acuity is an SCS Indoor Advantage 1 Gold and level 12 certified product.







General Description of Seating Proposed in this RFP:

Haworth

Prices for each chair proposed include the following (exceptions noted below):

4D Arms
Adjustable Lumbar
Adjustable Seat Pan (seat depth)
Back Lock
Plastic Base (metal bases are available)
Mesh Back & Upholstered Seat

Exceptions: Improv has height adjustable arms but instead of 4D, they are 'flipper'....allowing them to rotate out of the way.

Improv chair backs are fully upholstered and include an internal bladder which can be pumped up to increase lumbar support.

Improv chairs continue to be extremely popular with the city and county agencies as they are ordered regularly.

Note:

The Haworth Soji chair is brand new. It's not even included in the seating catalogue yet, therefore we've attached its preliminary price pages which will be added to the seating catalogue in the next few weeks.

Via - 4U

Arms adjust for height and width.

UNL eBid 'Attribute' requirements:

Company profile:

encompas/Nebraska opened our showroom doors on Dec 1, 2013. **encompas** employs 37 people and produces revenues of approximately \$40 million, annually. Our team is comprised of architects, designers, and service professionals. **encompas** is a woman-owned business and holds certification from the Women's Business Enterprise National Council(WBENC).

Our primary manufacturer's alliance is with Haworth, headquartered in Holland, Michigan. Virtually all of Haworth's **products for the US market are manufactured in the United States**. Haworth is the 2nd largest manufacturer of office furniture on the planet and enjoys collaborative relationships with top design houses throughout Europe and the world.

Located in Omaha, and with showrooms also in Kansas City and Wichita, we are Nebraska's only authorized Haworth dealer. **encompas** enjoys Preferred Dealer status and we have won Best In Class designations every year since the inception of the program in 2011. The metrics used to select BIC dealers are stringent and **encompas** has been awarded first place in several categories and is recognized in the top 10 of Haworth's 220+ nationwide dealer network virtually every year. In addition to Haworth brands, 20% of our annual revenues come from the sales and support of over 200 other contract-grade furniture lines.

References:

University of Kansas | School of Endowment | Contact: Monte Soukup, VP for Property Management - Endowment Association | msoukup@kuendowment.org | (785) 832-7435 | Address: 1891 Constant Avenue Lawrence, Kansas 66044-0928 | Project nature: 7+ year relationship; new furniture and general moves, adds, and changes

University of Missouri | Donald W. Reynolds Journalism Institute | Contact: Becky Acton, Administrative Associate II | actonb@missouri.edu | (573) 882-2489 | Address: 310G Reynolds Journalism Institute, Columbia MO 65211-1200 | Project nature: 7+ year relationship; new furniture and general moves, adds, and changes

University of Kansas State | Justin Hall | Contact: Rita Newell, Assistant to the Dean - College of Human Ecology | renewell@k-state.edu | (785) 532-5503 | Address: 1324 Lovers Lane, Manhattan, Kansas 66506 | Project nature: 5+ year relationship; new furniture for open lounge, conference, and training rooms in the College of Human Ecology; accommodating over 2,500 students

Shawnee Mission School District | Center for Academic Achievement | Contact: Bob Robinson, Executive Director of Facilities and Support Services | bobrobinson@smsd.org | (913) 993-6401 | Address: 8200 West 71st Street, Overland Park, Kansas 66204 | Project nature: 2+ year relationship; new furniture for 130,000 sq ft Center for Academic Achievment....a state-of-the-art learning environment

Grand Construction | Contact: Lee Turner, Construction Manager | $\underline{\text{Iturner@grandconst.com}}$ | (913) 648-9202 | Address: 1699 Village West Parkway Kansas City, Kansas 66111 | Project nature: 4+ year relationship; assists Grand Construction's clients with office furniture needs

References:

University of Nebraska Kearney | Health Science Education Complex | 2402 University Drive, Kearney NE 68849 | Contact: Dr. Gregory M. Karst, PhD Associate Executive Dean at UNMC College of Allied Health Professions | gmkarst@unmc.edu | (402) 559-6596 | Project nature: Classroom furniture for multiple floors including classroom & faculty seating, training, and collaborative tables. Project also included a 26-person faculty office with systems furniture, task seating, collaborative furniture, storage and break room furniture. This project started in the spring of 2015 and completed in time for commencement of the 2015 school year.

The contract amount between UNK & encompas for this project was \$750K

We have continued to provide product and services for additional needs, warranties, and services at UNK HSEC since completion in August of 2015.

University of Nebraska | College of Business (Howard Hawks Hall) | 730 N 14th St., Lincoln NE 8588-0405 | Contact: Rik Barrera | Associate Dean of Student Services and Chief Operating Officer | rbarrera1@unl.edu | (402) 472-9164 | Project nature: Private offices for 250+ faculty and students. Nearly all student and faculty seating. Collaborative furniture including power components. Conference tables. Lounge furniture for public spaces as well as specialty furniture for high impact areas such as Dean's Donor Lounge.

We worked closely with Rik and his team for nearly a year in the planning and implementation of the large, multi-phase furniture purchase that required careful planning due to a construction schedule that was somewhat of a moving target. The contract amount between UNL & encompas for this project was in excess of \$2.4M.

We have continued to provide product and services for additional needs at College of Business on an almost daily basis since completion in August of 2017.



TASK | CONFERENCE | DRAFTING SEATING



Italian design team SI DESIGN created our newest and boldest task chair series: 4U. Designed from the bottom up around you with a shape that fits you, supports you and looks great. An incredibly versatile series with upholstered, mesh, and welded fabric options. Utilizes the latest body balance technology mechanisms. Stool kit options can also be specified for sit-to-stand or elevated work surfaces. Finishes include black and white frame options, multiple base options (including white), 3 different colors of mesh, 3 colors of welded fabric (4U Groove) and upholstered back options.

True 48-Hour Commitment

- 20/48 20 Chairs Every 48 Hours
 10/48 10 Chairs Every 48 Hours
- ▲ CALL FOR LEAD TIME (1-800-433-6614)







Passes or exceeds all BIFMA required testing.



4U - MESH MID BACK

ERGONOMIC TASK SEATING

STANDARD: 780-B-66C-0A-18BB-16HP-01U -GR A

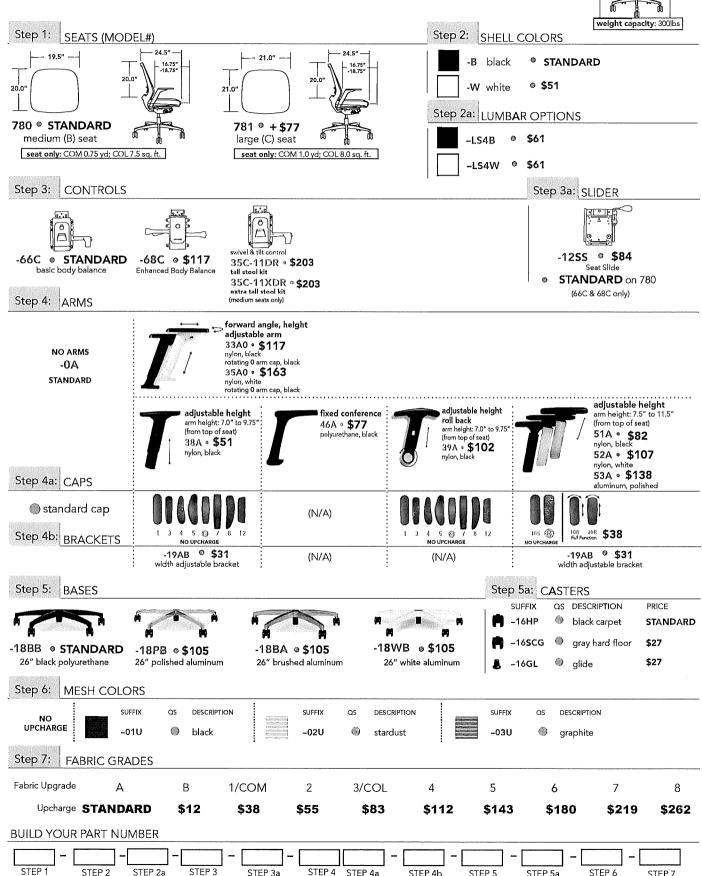
True 48-Hour Commitment

20/48 20 Chairs Every 48 Hours

10/48 0 10 Chairs Every 48 Hours







STEP 4b

STEP 5

STEP 7

\$663 (1971) - ((((())))

4U GROOVE - WELDED MID BACK

ERGONOMIC TASK SEATING

STANDARD: 785-B-66C-0A-18BB-16HP-01W -GR A

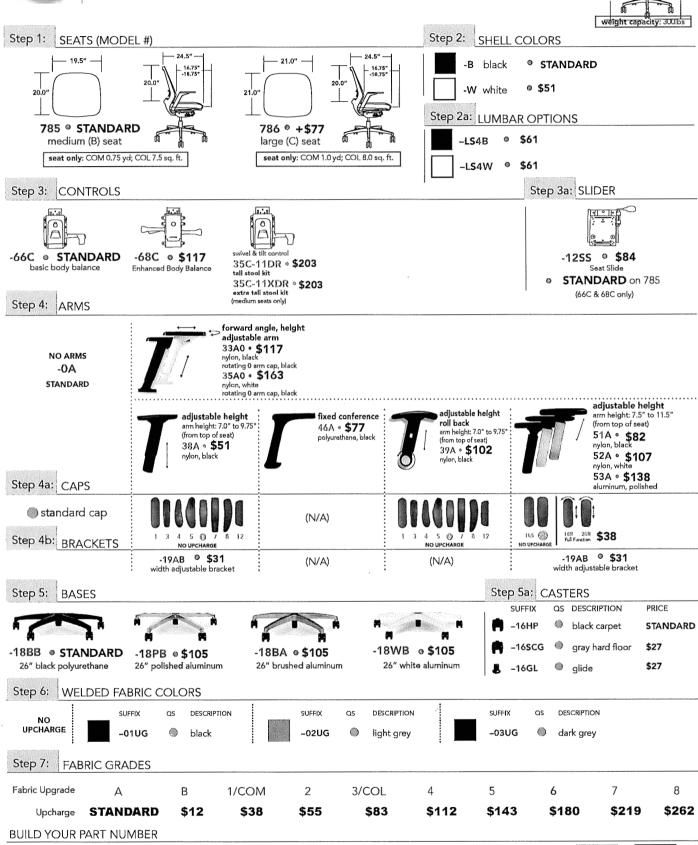
True 48-Hour Commitment

20/48 20 Chairs Every 48 Hours

O 10/48 10 Chairs Every 48 Hours

▲ CALL FOR LEAD TIME (1-800-433-6614)





STEP 2a

STEP 3

STEP 3a

STEP 4

STEP 4a

STEP 4b

STEP 5

STEP 5a

STEP 6

\$686

4U - UPHOLSTERED

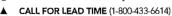
ERGONOMIC TASK SEATING

STANDARD: 770-B-66C-0A-18BB-16HP-GR A

True 48-Hour Commitment

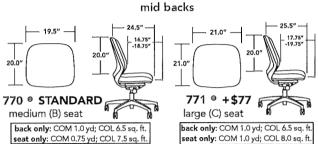
20/48 20 Chairs Every 48 Hours

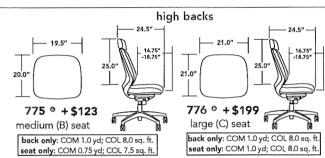
O 10/48 10 Chairs Every 48 Hours





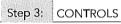








-W white







swivel & tilt control
35C-11DR • \$203
tall stool kit
35C-11XDR • \$203
extra tall stool kit

(medium seats only)

-125S • \$84

Step 3a: SLIDER

Seat Slide

STANDARD on 770, 775

(66C & 68C only)

Step 4: ARMS





of forward angle, height adjustable arm 33A0 • \$117 nylon, black rotating 0 arm cap, black 35A0 • \$163 nylon, white rotating 0 arm cap, black









Step 5a: CASTERS

adjustable height
arm height: 7.5" to 11.5"

(from top of seat)

51A • \$82

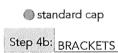
nylon, black

52A • \$107

nylon, white

53A • \$138

aluminum, polished



Step 4a: CAPS



(N/A)

(N/A)



105 MO IDER ZOR S38

-19AB [®] \$31 width adjustable bracket

Step 5: BASES











SUFFIX QS DESCRIPTION PRICE

-16HP black carpet STANDARD

-18BB • STANDARD 26" black polyurethane -18PB • \$105 26" polished aluminum -18BA ⊚ \$105 26" brushed aluminum -18WB @ \$105 26" white aluminum

Step 6: FABRIC GRADES

7 Fabric Upgrade 1/COM 2 3/COL 4 5 6 8 Mid Back Upcharge STANDARD \$12 \$38 \$55 \$83 \$112 \$143 \$180 \$219 \$262 High Back Upcharge STANDARD \$14 \$44 \$64 \$96 \$130 \$166 \$209 \$256 \$304

BUILD YOUR PART NUMBER

