

AMENDMENT TO CONTRACT
Unit Price
Fencing Services
Bid No. 16-280
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
American Fence of Lincoln

This Amendment is hereby entered into by and between American Fence of Lincoln, 3301 N. 35th Street, Lincoln, NE 68504 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated March 2, 2017 executed under City Resolution No. 90251, and County Contract C-17-0046, dated February 7, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission, on February 14, 2017, for Unit Price – Fencing Services, Bid No. 16-280, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is March 1, 2017 through February 28, 2019, with the option to renew for two (2) additional two (2) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional two (2) year term beginning March 1, 2019 through February 28, 2021; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$70,000.00 for contracts without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$40,000.00 for contracts without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$10,000.00 for contracts without approval by the Public Building Commission; and

WHEREAS, the parties hereby amend the contract to replace Paragraph No. 9 of the Contract with the following language:

OWNER INCLUSION. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Whenever a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") in the Contract, which includes the instructions to bidders, specifications, insurance requirements, bonds, terms and conditions, or any other documents which are a part of the Contract, it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Notwithstanding the foregoing, the duties and obligations of the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the Owners shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Resolution 90251 and County Contract C-17-0046, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional two (2) year term beginning March 1, 2019 through February 28, 2021.

- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$70,000.00 for contracts without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$40,000.00 for contracts without approval by the Lancaster County Board.
- 4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$10,000.00 for contracts without approval by the Public Building Commission.
- 5) The parties hereby amend the contract to replace Paragraph No. 9 of the Contract with the following language: OWNER INCLUSION. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Whenever a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") in the Contract, which includes the instructions to bidders, specifications, insurance requirements, bonds, terms and conditions, or any other documents which are a part of the Contract, it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Notwithstanding the foregoing, the duties and obligations of the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the Owners shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.
- 6) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

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

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

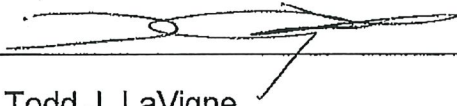
Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Unit Price
Fencing Services
Bid No. 16-280
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
American Fence of Lincoln

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

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

Company Name:	American Fence Co. of Lincoln, Inc.
By: (Please Sign)	
By: (Please Print)	Todd J. LaVigne
Title:	President
Company Address:	3301 N. 35th Street, Lincoln, NE 68504
Company Phone & Fax:	402-467-2511 402-467-2512
E-Mail Address:	j.plugge@americafence.com
Date:	1/31/2019
Contact Person for Orders or Service:	Jon Plugge- Branch Manager
Contact Phone Number:	402-467-2511 x 460

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Unit Price
Fencing Services
Bid No. 16-280
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
American Fence 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 _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Unit Price
Fencing Services
Bid No. 16-280
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
American Fence 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 _____

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

**AMENDMENT TO CONTRACT
Unit Price
Fencing Services
Bid No. 16-280
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
American Fence of Lincoln**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____



February 1, 2019

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

Re: American Fence Co. of Lincoln, Inc.
Bond # 134070
Bond Amount: \$50,000.00
Project Name: For all labor, material and equipment necessary for Unit Price –
Fencing Services, Bid No. 16-280

To Whom It May Concern:

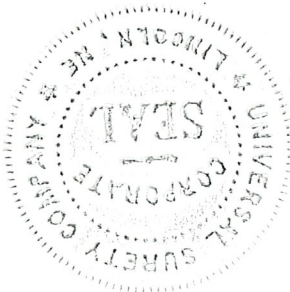
This letter will serve as your authority to date the Bonds and the Powers of Attorney
on the above captioned project.

Very truly yours,

Universal Surety Company

By: 

C. Stephens Griggs
Attorney-in-Fact



CONSTRUCTION PERFORMANCE BOND

Bond Term: March 1, 2019 to February 28, 2021

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

American Fence Co. of Lincoln, Inc.
3301 N. 35th Street
Lincoln, NE 68504

SURETY (Name and Principal
Place of Business):

Universal Surety Company
P.O. Box 80468
Lincoln, NE 68501 (402) 435-4302

Owner:

**City of Lincoln, Lancaster County and
Lincoln-Lancaster County Public Building Commission
555 South 10th St.
Lincoln, NE 68508**

CONSTRUCTION CONTRACT

Date:

Amount: \$50,000.00 Fifty Thousand and 00/100 Dollars

Description (Name and Location):

For all labor, material and equipment necessary for Unit Price - Fencing Services, Bid No. 16-280.

BOND 134070

Date:

Amount: \$50,000.00 Fifty Thousand and 00/100 Dollars

Modifications to this Bond Form: See Attached Additional Obligee Rider

CONTRACTOR AS PRINCIPAL

Company:

American Fence Co. of Lincoln, Inc.
3301 N. 35th Street
Lincoln, NE 68504

(Corp. Seal)

SURETY


Company:

Universal Surety Company

(Corp. Seal)



Signature:


Name and Title: Todd J. Laigne, President

Signature:


Name and Title: C. Stephens Griggs, Attorney-in-Fact

EJCDC NO. 1910-28a (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONSTRUCTION PAYMENT BOND

Bond Term: March 1, 2019 to February 28, 2021

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

American Fence Co. of Lincoln, Inc.
3301 N. 35th Street
Lincoln, NE 68504

SURETY (Name and Principal Place
Of Business):

Universal Surety Company
P.O. Box 80468
Lincoln, NE 68501 (402) 435-4302

Owner:

**City of Lincoln, Lancaster County and
Lincoln-Lancaster County Public Building Commission
555 South 10th St.
Lincoln, NE 68508**

CONSTRUCTION CONTRACT

Date:

Amount: \$50,000.00 Fifty Thousand and 00/100 Dollars

Description (Name and Location):

For all labor, material and equipment necessary for Unit Price - Fencing Services, Bid No. 16-280.

BOND 134070

Date:

Amount: \$50,000.00 Fifty Thousand and 00/100 Dollars

Modifications to this Bond Form: See Attached Additional Obligee Rider

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)


American Fence Co. of Lincoln, Inc.
3301 N. 35th Street
Lincoln, NE 68504

SURETY

Company: (Corp. Seal)

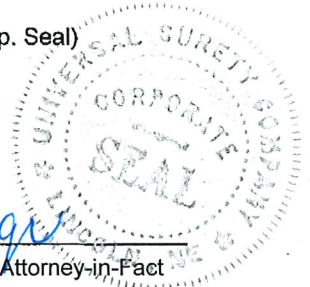
Universal Surety Company

Signature:


Name and Title: *Todd J. LaVigne, President*

Signature:


Name and Title: C. Stephens Griggs, Attorney-in-Fact



EJCDC NO. 1910-28B (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
 2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
 3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
 4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
 5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
 6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
 7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
 8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.
- By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
 14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
 15. DEFINITIONS
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - NAME, ADDRESS AND TELEPHONE)
 AGENT OR BROKER: OWNER'S REPRESENTATIVE (ARCHITECT, ENGINEER OR OTHER PARTY)

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

Patrick T. Pribyl or Debra J. Scarborough or Mary T. Flanigan or Christy M. Braile or Jeffrey C. Carey
or Charles R. Teter, III or Laura M. Buhrmester or Charissa D. Lecuyer or Evan D. Sizemore or Rebecca S. Leal
or Tahitia M. Fry or C. Stephens Griggs or Megan L. Burns-Hasty, All of Kansas City, Missouri

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 2018.

Carol J. Clark

UNIVERSAL SURETY COMPANY

Curtis L. Hartter

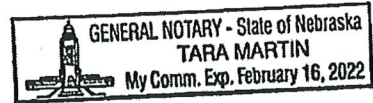


Secretary/Treasurer By
State of Nebraska }
County of } ss. Lancaster

President

On this 16th day of February, 2018, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin



My Commission Expires February 16, 2022.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this _____ day of _____, 20____.

Philip C. Abel

Director



RIDER ADDING ADDITIONAL OBLIGEEES

TO BE ATTACHED to and form part of Performance and Payment Bond No. 134070, issued by Universal Surety Company, P.O. Box 80468, Lincoln, NE 68501 (402) 435-4302, as Surety, on behalf of American Fence Co. of Lincoln, Inc. as Principal, and in favor of City of Lincoln.

Whereas, upon the written request of the Principal and Obligee, the attached bond(s) is (are) hereby amended to add Lancaster County and Lincoln-Lancaster County Public Building Commission as additional Obligees.

IT IS HEREBY understood and agreed that the above described bond(s) is (are) hereby amended to include the following paragraph:

Notwithstanding anything contained herein to the contrary, there shall be no liability on the part of the Principal or Surety under this bond to the Obligees, or either of them, unless the Obligees, or either of them, shall make payments to the Principal or to the Surety in case it arranges for completion of the contract upon default of the Principal, strictly in accordance with the terms of said contract as to payments, and shall perform all the other obligations required to be performed under said contract at the time and in the manner therein set forth.

The aggregate liability of the Surety hereunder to the Obligees or their assigns is limited to the penal sum stated in the bond, and Surety, upon making payment hereunder, shall be subrogated to, and shall be entitled to an assignment of, all rights of the Payee, either against the Principal or against any other party liable to the Payee in connection with the loss which is the subject of the payment.

IT IS FURTHER understood and agreed that nothing herein contained shall be held to change, alter or vary the terms of the above described bond(s) except as hereinbefore set forth.

Signed, sealed and dated this _____ day of _____, 20____.

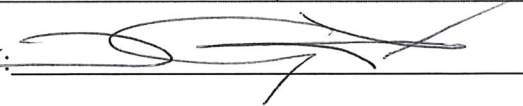
ACCEPTED BY: (Obligees)

PRINCIPAL:

City of Lincoln

American Fence Co. of Lincoln, Inc.

BY: _____

BY: 

Lancaster County

BY: _____

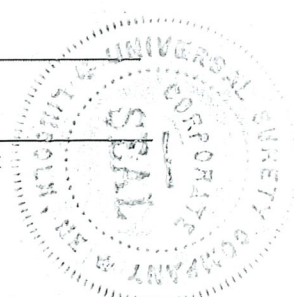
SURETY:

Lincoln-Lancaster County Public Building Commission

Universal Surety Company

BY: _____

BY: 
C. Stephens Griggs, Attorney-in-Fact




Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Todd J. LaVigne, do hereby certify that all equipment to be used on Bid No. 16-280, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

DATED this 1st day of February, 2019.

By: 
Title: President

STATE OF NEBRASKA)
)ss.
COUNTY OF Douglas)

On 21, 2019, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Todd J. LaVigne, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



(SEAL)


Notary Public

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, Nebraska Revised Statutes 48-2901 to 48-2912 and City of Lincoln Executive Order 083319,

I, American Fence Co. of Lincoln, Inc., herein below known as the Contractor, state under oath and swear as follows:

- 1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
- 2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
- 3. The Contractor has complied with Neb Rev Stat 4-114.
- 4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
- 5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to NRS 48-2912 of this Act.
- 6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

PRINT NAME: Kari Hockemeier
 (First, Middle, Last)

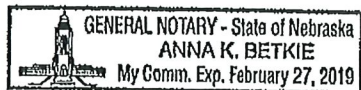
SIGNATURE: *Kari Hockemeier*

TITLE: Director of Human Resources

State of Nebraska)
) ss.
 County of Douglas)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 4th day of February, 2019.

Anna K. Betkie
Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2018

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

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

PRODUCER The Harry A Koch Co of Lincoln 233 S 13th Street Suite 1650 Lincoln NE 68508-NE	CONTACT NAME: PHONE (A/G, No, Ext): 402-435-7100		FAX (A/G, No):
	E-MAIL ADDRESS:		
INSURED - AME72223 American Fence Co. of Lincoln Inc. 3301 North 35th St Lincoln, NE 68504-3835	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United Fire & Casualty		13021
	INSURER B: Amerisure Insurance Company		19488
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: 1463485034

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 Dedt GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		60496292	9/19/2018	9/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		60496292	9/19/2018	9/19/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			60496292	9/19/2018	9/19/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC210818601	9/19/2018	9/19/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission are additional Insured for commercial general liability per the attached forms if required by written contract executed prior to loss.
 Waiver of Subrogation applies for workers' compensation if required by written contract executed prior to loss.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln/Lancaster County Lincoln-Lancaster County Public Building C 555 South 10th Street Lincoln NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER:

60496292

FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations.

Premium

Applicable to the state of Iowa

*CG7160 (04-10) CITY OF DES MOINES IA ADDL INSURED END
 *IL7122 (07-16) IA-GOVERNMENTAL END
 *IE7122 (07-16) IA-GOVERNMENTAL END

Applicable to the state of Nebraska

*CG2010 (04-13) ADDL INSURED-OWNERS LESSEES/CONTRACTORS-SCHEDULED
 *CG2037 (04-13) ADDL INSURED-OWNER/LESSEE/CONTRACTOR-COMPLETED OPR
 *CG2417 (10-01) CONTRACTUAL LIAB-RAILROADS
 *CG7280 (07-17) LIMITED EXTENDED ULTRA LIAB PLUS END 200
 *CG7286 (07-17) BLANKET ADDL INSURED-OWNERS LESSEES/CONTRACTORS-W/ 3,000

Other Forms

Applicable to the state of Iowa

CG0001 (04-13) COMM GENERAL LIAB COVG FORM
 CG2106 (05-14) EXCL-ACCESS/DISCLOSURE OF CONFIDENTIAL/PERSONAL
 *CG2147 (12-07) EMPLOYMENT-RELATED PRACTICES EXCL
 CG2150 (04-13) AMENDMENT OF LIQOR LIAB EXCLUSION
 *CG2167 (12-04) FUNGI/BACTERIA EXCL
 CG2196 (03-05) SILICA/SILICA-RELATED DUST EXCL
 CG2279 (04-13) EXCL-CONTRACTORS-PROFESSIONAL LIAB
 *CG2648 (06-08) IA-CHGS-NOTIFICATION REQUIREMENT DANGEROUS ANIMALS
 *CG7001 (02-05) COMMERCIAL GENERAL LIABILITY COVERAGE PART
 *CG7004 (02-05) COMM GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS
 CG7116 (01-02) EXCL-EXTERIOR INSULATION & FINISH SYSTEMS
 CG7125 (02-12) PROPERTY DAMAGE DEDUCTIBLE LIABILITY INSURANCE
 *CG7154 (01-07) COMM GENERAL LIAB SUPPLEMENTAL DECS-ADDL INSUREDS
 CG7155 (01-07) ABUSE/MOLESTATION EXCL
 *IL0017 (11-98) COMMON POLICY CONDITIONS
 *IL0021 (09-08) NUCLEAR ENERGY LIAB EXCL END
 *IL0276 (09-08) IA-CHGS CANCEL & NONRENEW
 *IL7068 (01-10) EXCL-LEAD-HAZARDOUS PROPERTIES
 IL7069 (01-10) EXCL-UNDERGROUND STORAGE TANKS
 *IL7070 (09-12) ABSOLUTE ASBESTOS EXCL
 *IL7086 (04-11) OCCURRENCE REDEFINED
 IL7105 (10-14) PRIMARY & NONCONTRIBUTORY-OTHER INSURANCE CONDITIO
 *ST1403 (09-01) NOTICE EXTERIOR INSULATION & FINISH SYSTEMS EXCL
 *ST1892 (06-16) NOTICE-LOCATION & PREMISES CLARIFICATION
 *UW7008 (01-15) CONTINUATION OF NAMED INSUREDS SHOWN ON THE DEC

Applicable to the state of Kansas

CG0001 (04-13) COMM GENERAL LIAB COVG FORM
 *CG0109 (11-85) KS & OK-CHGS TRANSFER OF RIGHTS
 CG2106 (05-14) EXCL-ACCESS/DISCLOSURE OF CONFIDENTIAL/PERSONAL

POLICY NUMBER:

60496292

FORMS SUPPLEMENTAL DECLARATIONS

Other Forms

*CG2147 (12-07) EMPLOYMENT-RELATED PRACTICES EXCL
 CG2150 (04-13) AMENDMENT OF LIQUOR LIAB EXCLUSION
 *CG2167 (12-04) FUNGI/BACTERIA EXCL
 CG2196 (03-05) SILICA/SILICA-RELATED DUST EXCL
 CG2279 (04-13) EXCL-CONTRACTORS-PROFESSIONAL LIAB
 *CG7001 (02-05) COMMERCIAL GENERAL LIABILITY COVERAGE PART
 *CG7004 (02-05) COMM GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS
 CG7116 (01-02) EXCL-EXTERIOR INSULATION & FINISH SYSTEMS
 CG7125 (02-12) PROPERTY DAMAGE DEDUCTIBLE LIABILITY INSURANCE
 *CG7134 (08-04) EXCL-LEAD-HAZARDOUS PROPERTIES
 *CG7136 (08-04) ABSOLUTE ASBESTOS EXCLUSION
 *CG7137 (08-04) EXCL-UNDERGROUND STORAGE TANKS
 *CG7154 (01-07) COMM GENERAL LIAB SUPPLEMENTAL DECS-ADDL INSUREDS
 CG7155 (01-07) ABUSE/MOLESTATION EXCL
 *IL0017 (11-98) COMMON POLICY CONDITIONS
 *IL0021 (09-08) NUCLEAR ENERGY LIAB EXCL END
 *IL0261 (09-07) MN-CHGS CANCEL & NONRENEW
 IL7009 (04-91) AMENDATORY END PUNITIVE/EXEMPLARY DAMAGES EXCL
 IL7106 (10-14) PRIMARY & NONCONTRIBUTORY-OTHER INSURANCE CONDITIO
 *ST1403 (09-01) NOTICE EXTERIOR INSULATION & FINISH SYSTEMS EXCL
 *ST1882 (06-16) NOTICE-LOCATION & PREMISES CLARIFICATION
 *UW7009 (01-15) CONTINUATION OF NAMED INSUREDS SHOWN ON THE DEC

Applicable to the state of Minnesota

CG0001 (04-13) COMM GENERAL LIAB COVG FORM
 *CG0122 (12-07) MN-CHGS CONTRACTUAL LIAB EXCL & SUPPLEMENTARY
 CG2106 (05-14) EXCL-ACCESS/DISCLOSURE OF CONFIDENTIAL/PERSONAL
 *CG2147 (12-07) EMPLOYMENT-RELATED PRACTICES EXCL
 CG2150 (04-13) AMENDMENT OF LIQUOR LIAB EXCLUSION
 *CG2167 (12-04) FUNGI/BACTERIA EXCL
 CG2196 (03-05) SILICA/SILICA-RELATED DUST EXCL
 CG2279 (04-13) EXCL-CONTRACTORS-PROFESSIONAL LIAB
 *CG2505 (02-07) MN-CHGS
 *CG2681 (12-04) MN-CHGS DUTIES CONDITION
 *CG7001 (02-05) COMMERCIAL GENERAL LIABILITY COVERAGE PART
 *CG7004 (02-05) COMM GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS
 CG7116 (01-02) EXCL-EXTERIOR INSULATION & FINISH SYSTEMS
 CG7125 (02-12) PROPERTY DAMAGE DEDUCTIBLE LIABILITY INSURANCE
 *CG7154 (01-07) COMM GENERAL LIAB SUPPLEMENTAL DECS-ADDL INSUREDS
 CG7155 (01-07) ABUSE/MOLESTATION EXCL
 *IL0017 (11-98) COMMON POLICY CONDITIONS
 *IL0021 (09-08) NUCLEAR ENERGY LIAB EXCL END
 *IL0245 (09-08) MN-CHGS CANCEL & NONRENEW
 IL7009 (04-91) AMENDATORY END PUNITIVE/EXEMPLARY DAMAGES EXCL
 *IL7058 (01-10) EXCL-LEAD-HAZARDOUS PROPERTIES
 IL7069 (01-10) EXCL-UNDERGROUND STORAGE TANKS
 *IL7070 (09-12) ABSOLUTE ASBESTOS EXCL
 IL7106 (10-14) PRIMARY & NONCONTRIBUTORY-OTHER INSURANCE CONDITIO
 *ST1403 (09-01) NOTICE EXTERIOR INSULATION & FINISH SYSTEMS EXCL
 *ST1882 (06-16) NOTICE-LOCATION & PREMISES CLARIFICATION

POLICY NUMBER:

60496292

FORMS SUPPLEMENTAL DECLARATIONS

Other Forms

*UW7009 (01-15) CONTINUATION OF NAMED INSUREDS SHOWN ON THE DEC

Applicable to the state of Nebraska

CG0001 (04-13) COMM GENERAL LIAB COVG FORM

CG2018 (04-13) ADDL INSURED-MORTGAGEE ASSIGNEE/RECEIVER

CG2106 (05-14) EXCL-ACCESS/DISCLOSURE OF CONFIDENTIAL/PERSONAL

*CG2147 (12-07) EMPLOYMENT-RELATED PRACTICES EXCL

CG2150 (04-13) AMENDMENT OF LIQUOR LIAB EXCLUSION

*CG2167 (12-04) FUNGI/BACTERIA EXCL

CG2170 (01-15) CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

CG2187 (01-15) CONDITIONAL EXCL OF TERRORISM

CG2196 (03-05) SILICA/SILICA-RELATED DUST EXCL

CG2279 (04-13) EXCL-CONTRACTORS-PROFESSIONAL LIAB

CG2414 (04-13) WAIVER OF GOVERNMENTAL IMMUNITY

*CG7001 (02-05) COMMERCIAL GENERAL LIABILITY COVERAGE PART

*CG7004 (02-05) COMM GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS

CG7099 (04-05) LIMITED POLLUTION COVERAGE-WORK SITES

CG7116 (01-02) EXCL-EXTERIOR INSULATION & FINISH SYSTEMS

CG7125 (02-12) PROPERTY DAMAGE DEDUCTIBLE LIABILITY INSURANCE

*CG7154 (01-07) COMM GENERAL LIAB SUPPLEMENTAL DECS-ADDL INSUREDS

CG7155 (01-07) ABUSE/MOLESTATION EXCL

*IL-0021 (07-02) NUCLEAR ENERGY LIAB EXCL END

*IL0017 (11-98) COMMON POLICY CONDITIONS

*IL0259 (12-17) NE-CHGS CANCEL & NONRENEW

IL7009 (04-91) AMENDATORY END PUNITIVE/EXEMPLARY DAMAGES EXCL

*IL7068 (01-10) EXCL-LEAD-HAZARDOUS PROPERTIES

IL7069 (01-10) EXCL-UNDERGROUND STORAGE TANKS

*IL7070 (09-12) ABSOLUTE ASBESTOS EXCL

IL7105 (10-14) PRIMARY & NONCONTRIBUTORY-OTHER INSURANCE CONDITIO

*SPECEND (00-00) SPECIAL END

*ST1403 (09-01) NOTICE EXTERIOR INSULATION & FINISH SYSTEMS EXCL

*ST1644 (01-12) POLICY WEBSITE STUFFER

*ST1882 (05-16) NOTICE-LOCATION & PREMISES CLARIFICATION

*UW7009 (01-15) CONTINUATION OF NAMED INSUREDS SHOWN ON THE DEC

Applicable to the state of South Dakota

CG0001 (04-13) COMM GENERAL LIAB COVG FORM

*CG0144 (10-11) SD-CHGS

CG2106 (05-14) EXCL-ACCESS/DISCLOSURE OF CONFIDENTIAL/PERSONAL

*CG2147 (12-07) EMPLOYMENT-RELATED PRACTICES EXCL

CG2150 (04-13) AMENDMENT OF LIQUOR LIAB EXCLUSION

*CG2167 (12-04) FUNGI/BACTERIA EXCL

CG2196 (03-05) SILICA/SILICA-RELATED DUST EXCL

CG2279 (04-13) EXCL-CONTRACTORS-PROFESSIONAL LIAB

*CG2645 (12-04) SD-CHGS NON BINDING ARBITRATION

*CG7001 (02-05) COMMERCIAL GENERAL LIABILITY COVERAGE PART

*CG7004 (02-05) COMM GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS

CG7116 (01-02) EXCL-EXTERIOR INSULATION & FINISH SYSTEMS

CG7125 (02-12) PROPERTY DAMAGE DEDUCTIBLE LIABILITY INSURANCE

*CG7154 (01-07) COMM GENERAL LIAB SUPPLEMENTAL DECS-ADDL INSUREDS

0105

09-19-2018

POLICY NUMBER:

60496292

FORMS SUPPLEMENTAL DECLARATIONS

Other Forms

CG7155 (01-07)	ABUSE/MOLESTATION EXCL
*IL0017 (11-98)	COMMON POLICY CONDITIONS
*IL0021 (09-08)	NUCLEAR ENERGY LIAB EXCL END
*IL0232 (09-02)	SD-CHGS CANCEL & NONRENEW
IL7009- (04-91)	AMENDATORY END PUNITIVE/EXEMPLARY DAMAGES EXCL
*IL7068 (01-10)	EXCL-LEAD-HAZARDOUS PROPERTIES
IL7069 (01-10)	EXCL-UNDERGROUND STORAGE TANKS
*IL7070 (09-12)	ABSOLUTE ASBESTOS EXCL
*IL7086 (04-11)	OCCURRENCE REDEFINED
IL7105 (10-14)	PRIMARY & NONCONTRIBUTORY-OTHER INSURANCE CONDITIO
*ST1403 (09-01)	NOTICE EXTERIOR INSULATION & FINISH SYSTEMS EXCL
*ST1882 (06-16)	NOTICE-LOCATION & PREMISES CLARIFICATION
*UW7009 (01-15)	CONTINUATION OF NAMED INSUREDS SHOWN ON THE DEC

POLICY NUMBER:

60496292

FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations.

Premium

Applicable to the state of Iowa

*IL7122(07-16) IA-GOVERNMENTAL END

Applicable to the state of Nebraska

*CA0444(10-13) WAIVER TRANSFER RIGHTS RECOVERY AGAINST OTHERS
 *CA2070(10-13) COVG FOR CERTAIN OPS IN CONNECTION W/RAILROADS
 *CA9948(10-13) POLLUTION LIAB-BROADENED COVG FOR COVERED AUTOS

250

Other Forms

Applicable to the state of Iowa

*CA7039(02-15) COMM AUTO COVG PART SCHEDULE OF COVERED AUTOS
 *CA7040(03-93) SUPPLEMENTAL DECS
 *CA7041(03-93) COMM AUTO COVG PART
 *CA7116(01-07) CA ADDITIONAL INSURED SUPPLEMENTAL DEC
 *UW7009(01-15) CONTINUATION OF NAMED INSUREDS SHOWN ON THE DEC

Applicable to the state of Kansas

CA0001(10-13) BUSINESS AUTO COVG FORM
 CA0122(01-17) KS-CHGS
 CA0265(01-16) KS-CHGS-CANCEL & NONRENEW
 *CA0449(11-16) PRIMARY & NONCONTRIBUTORY OTHER INSURANCE
 CA2137(10-13) KS-UM COVG
 CA2214(10-13) KS-PIP
 *CA7039(02-15) COMM AUTO COVG PART SCHEDULE OF COVERED AUTOS
 *CA7040(03-93) SUPPLEMENTAL DECS
 *CA7041(03-93) COMM AUTO COVG PART
 *CA7068(10-07) KS-SPECIAL NAMED PERSON AGREEMENT
 *CA7116(01-07) CA ADDITIONAL INSURED SUPPLEMENTAL DEC
 CA9903(10-13) AUTO MED PAYMENTS COVG
 CA9910(10-13) DOC COVG-BROADENED COVG FOR NAMED INDIVIDUALS
 *IL-0021(07-02) NUCLEAR ENERGY LIAB EXCL
 *ILO017(11-98) COMMON POLICY CONDITIONS
 *IL7083(08-10) PAYMENT OF LOSSES
 *ST1644-(01-12) POLICY WEBSITE STUFFER
 *ST1882(06-16) NOTICE-LOCATION & PREMISES CLARIFICATION
 *UW7009(01-15) CONTINUATION OF NAMED INSUREDS SHOWN ON THE DEC

Applicable to the state of Nebraska

CA0001(10-13) BUSINESS AUTO COVG FORM
 CA0156(10-13) NE-CHGS
 *CA0221(12-17) NE-CHGS-CANCEL
 *CA0449(11-16) PRIMARY & NONCONTRIBUTORY OTHER INSURANCE
 CA2170(10-13) NE-UM & UIM COVG
 CA2394(10-13) SILICA/SILICA-RELATED DUST EXCL FOR COVERED AUTOS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – WITH
PRODUCTS - COMPLETED OPERATIONS COVERAGE - AUTOMATIC STATUS FOR OTHER
PARTIES AND COMPLIANCE WITH WRITTEN CONTRACTUAL REQUIREMENTS
(THROUGH ISO 10/01 COVERAGE OPTIONS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured:
1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.
- B. The insurance provided to the additional insured is limited as follows:**
1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:
 - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
 - b. "your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This coverage part provides such coverage; and
 - (3) Such coverage will not apply subsequent to the first to occur of the following:
 - i. The expiration of the period of time required by the "written contract"; or
 - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
 2. If the "written contract" specifically requires you to provide additional insurance coverage via the 04/13 edition of CG2010 (aka CG 20 10 04 13), or via the 04/13 edition of CG2037 (aka CG 20 37 04 13), then in paragraph **B.1.** above, the words "which may be imputed to that person(s) or organization(s) directly arising out of" are replaced by the words "caused in whole or in part by".
 3. If the "written contract" specifically requires you to provide additional insurance coverage via the 07/04 edition of CG2010 (aka CG 20 10 07 04), or via the 07/04 edition of CG2037 (aka CG 20 37 07 04), then in paragraph **B.1.** above, the words "which may be imputed to that person(s) or organization(s) directly arising out of" are replaced by the words "caused in whole or in part by".
 4. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01) then in paragraph **B.1.** above, the words "which may be imputed to that person(s) or organization(s) directly arising out of" are replaced by the words "arising out of".
 5. With regards to **B.1.** and **B.2.** above only, the following conditions are added:
 - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

6. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - a. The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- C. Only for the purpose of the insurance provided this endorsement, **SECTION V- DEFINITIONS** is amended to add the following definition:

"Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

 1. Is currently in effect or becoming effective during the term of this policy; and
 2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury",
for which the additional insured seeks coverage under this coverage part.

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

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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

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

Endorsement Effective	Policy No.	WC 210618601	Endorsement No.
Insured		Premium \$	
AMERICAN FENCE CO INC			
Insurance Company	Countersigned by _____		
AMERISURE INSURANCE CO			