

**AMENDMENT TO CONTRACT**  
**Unit Price**  
**Pavement/Concrete Services**  
**Bid No. 16-285**  
**City of Lincoln, Lancaster County and**  
**City of Lincoln-Lancaster County Public Building Commission**  
**Renewal with Price Changes and Additional Line Items**  
**Precision Concrete Cutting**

This Amendment is hereby entered into by and between Precision Concrete Cutting, 16512 10<sup>th</sup> St. NE, New London, MN 56273 (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. 90268, and County Contract C-17-0076, dated February 14, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission, on February 14, 2017, for Unit Price – Pavement/Concrete Services, Bid No. 16-285, 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 parties hereby amend the Contract to reflect price changes and additional line items as listed on Quotation Sheet (per Attachment 1).

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$230,000.00 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 \$50,000.00 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 \$20,000.00 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 90268 and County Contract C-17-0076, 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 parties hereby amend the Contract to reflect price changes and additional line items as listed on Quotation Sheet (per Attachment 1).
- 3) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$230,000.00 for contracts without approval by the City of Lincoln.
- 4) The expenditures for Lancaster County for the term of this renewal shall not exceed \$50,000.00 for contracts without approval by the Lancaster County Board.
- 5) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$20,000.00 for contracts without approval by the Public Building Commission.
- 6) 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.
- 7) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

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

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

Vendor Signature Page

City of Lincoln Signature Page

Lancaster County Signature Page

City of Lincoln-Lancaster County Public Building Commission Signature Page

## Vendor Signature Page

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**AMENDMENT TO CONTRACT**  
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**City of Lincoln, Lancaster County and**  
**City of Lincoln-Lancaster County Public Building Commission**  
**Renewal with Price Changes and Additional Line Items**  
**Precision Concrete Cutting**

**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](mailto:dwinkler@lincoln.ne.gov)

Company Name:	PRECISION CONCRETE CUTTING
By: (Please Sign)	<i>Mark Quale</i>
By: (Please Print)	MARK QUALE
Title:	President/CEO
Company Address:	16512 10th St. NE, NEW LONDON, MN 56273
Company Phone & Fax:	320-354-2100, fax: 320-354-2050
E-Mail Address:	NORTHLANDOFFICE@SafeSidewalks.com
Date:	Feb. 1, 2019
Contact Person for Orders or Service	JUSTIN KUTA
Contact Phone Number:	402-650-9190

## City of Lincoln Signature Page

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**AMENDMENT TO CONTRACT  
Unit Price  
Pavement/Concrete Services  
Bid No. 16-285  
City of Lincoln, Lancaster County and  
City of Lincoln-Lancaster County Public Building Commission  
Renewal with Price Changes and Additional Line Items  
Precision Concrete Cutting**

**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

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**AMENDMENT TO CONTRACT  
Unit Price  
Pavement/Concrete Services  
Bid No. 16-285  
City of Lincoln, Lancaster County and  
City of Lincoln-Lancaster County Public Building Commission  
Renewal with Price Changes and Additional Line Items  
Precision Concrete Cutting**

**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**

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**AMENDMENT TO CONTRACT  
Unit Price  
Pavement/Concrete Services  
Bid No. 16-285  
City of Lincoln, Lancaster County and  
City of Lincoln-Lancaster County Public Building Commission  
Renewal with Price Changes and Additional Line Items  
Precision Concrete Cutting**

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

ATTEST:

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

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

dated \_\_\_\_\_

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

**UNIT PRICE QUOTATION**

**This Document Is Required For All Unit Price Projects**

**Unit Price - Pavement/Concrete Services, Bid No. 16-285**

Date: \_\_\_\_\_

**TO DEPARTMENT/AGENCY REPRESENTATIVE:**

**FROM (CONTRACTOR):** Precision Concrete Cutting

**AWARD LEVEL: 3**

**PROJECT DESCRIPTION:**

Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

**TIME OF COMPLETION**

Estimated Start Date	
Number of Days to Complete	

**EQUIPMENT AND MATERIAL COSTS**

ITEM	COST	% of Markup	Estimated Total
Total Rental Equipment Costs		0%	
Total Materials Cost		0%	
Total Shipping/Freight Cost			

**MOBILIZATION**

DESCRIPTION	UNIT PRICE	UOM	Quantity	Estimated Total
Mobilization - Equipment and Labor	\$0.00	LS		

**SCHEDULE I - CONCRETE WORK**

DESCRIPTION	UNIT PRICE	UOM	Quantity	Estimated Total
1. Type "A" Sawing - Portland Cement Concrete Pavement	No Bid	LF		
2. Type "B" Sawing - Portland Cement Concrete Pavement	No Bid	LF		
3. Type "C" Sawing - Portland Cement Concrete Pavement	No Bid	LF		
4. Miscellaneous Asphalt and Concrete Removal	No Bid	CY		
5. Concrete Sidewalk, 4" Thick	No Bid	SF		
6. Concrete Sidewalk, 7" Thick	No Bid	SF		
7. Concrete Sidewalk, 9" Thick	No Bid	SF		
8. Concrete Sidewalk, 10" Thick	No Bid	SF		
9. Concrete Bikeway, 5" Thick	No Bid	SF		
10. Concrete Driveway, 6" Thick	No Bid	SF		
11. Concrete Driveway, 8" Thick	No Bid	SF		
12. Detectable Warning Panel	No Bid	SF		
13. Remove Concrete Sidwalk, 4" Thick	No Bid	SF		
14. Remove Concrete Bikeway, 5" Thick	No Bid	SF		
15. Remove Concrete Driveway, 6" Thick	No Bid	SF		
16. Remove Concrete Driveway, 8" Thick	No Bid	SF		
17. Sub-Grade Preparation	No Bid	SY		
18. 5" Concrete Base (L-5500)	No Bid	SY		
19. 8" Concrete Base (L-5500)	No Bid	SY		
20. Tie Bars	No Bid	EA		
21. Surface Milling	No Bid	SY		
22. 24" Curb and Gutter	No Bid	LF		
23. Adjust Manhold to Grade	No Bid	LS		
24. Adjust Water Valve Box to Grade	No Bid	LS		
25. Remove & Reset Storm Inlet Top	No Bid	LS		
26. Install & Remove Curb Inlet Filters	No Bid	LS		
27. Parking Space Finish (Minor grading and preparing the area between the sidewalk and curb for either seed / sod	No Bid	SY		

28. Modular Block Retaining Wall (Based on total area of the retaining wall installed)	No Bid	SF		
29. Seeding	No Bid	SF		
30. Sodding	No Bid	SF		
<b>Total</b>				

**SCHEDULE II - ASPHALTIC CONCRETE WORK**

DESCRIPTION	UNIT PRICE	UOM	Quantity	Estimated Total
1. Type "A" Sawing - Asphaltic Concrete Pavement	No bid	LF		
2. Type "D" Sawing - Asphaltic Concrete Pavement	No bid	LF		
3. Miscellaneous Asphalt and Concrete Removal	No bid	CY		
4. Install Asphaltic Concrete Curb	No bid	LF		
5. Remove Asphaltic Concrete Curb	No bid	LF		
6. Install Concrete Curb	No bid	LF		
7. Remove Concrete Curb	No bid	LF		
8. Asphaltic Concrete Pavement Class 2, Non-Arterial Streets & Parking Area	No bid	SY		
10. Asphaltic Concrete Resurfacing	No bid	TON		
11. Paint Pavement Marking with Glass Beads	No bid	LF		
12. Paint Pavement Marking, without Glass Beads	No bid	LF		
13. Street Patching, 6" Thick	No bid	SF		
14. Street Patching, 8" Thick	No bid	SF		
15. Alternate Sidewalk Repairs	\$38.00	Inch-Foot		
<b>Total</b>				

**SUBCONTRACTORS COSTS**

SUB-CONTRACTOR (NAME)	COST	% of Markup	Estimated Total
Sub No. 1		0%	
Sub No. 2		0%	

**TOTAL ESTIMATED COST -- NOT TO EXCEED:**

\$

**FIRM:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
 \_\_\_\_\_

**APPROVED BY:** \_\_\_\_\_

Department Agency/Rep

**PHONE NO:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Change Order #: \_\_\_\_\_  
 Accepted: \_\_\_\_\_  
 Not Accepted : \_\_\_\_\_







P.O. Box 712 • Des Moines, Iowa 50306-0712

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

#### KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**LORI HOLMBERG**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

<b>Surety Bond</b>	<b>Principal:</b>	<b>Obligee:</b>
<b>Number</b>	NORHLAND PCC, INC. DBA	CITY OF LINCOLN
	PRECISION CONCRETE CUTTING	LANCASTER COUNTY PUBLIC
		BUILDING COMMISSION

S428449

In an amount not exceeding Two Million Five Hundred Thousand Dollars .....\$2,500,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

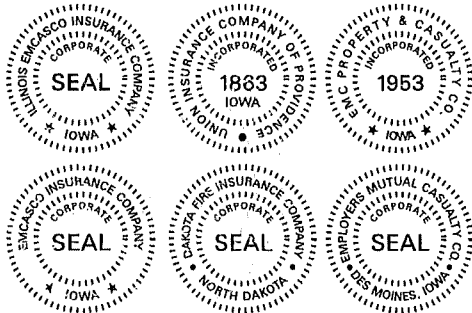
### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals



*Bruce G. Kelley*

Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

*Todd Strother*

Todd Strother  
Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2019.

*Kathy Loveridge*  
Notary Public in and for the State of Iowa



### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1st day of February, 2019.

*J D Clough*  
Vice President



Bond No. S428449

### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Northland PCC, Inc., DBA Precision Concrete Cutting

(hereinafter called "Principal"), as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa with its principal office in the CITY OF DES MOINES, IOWA,

and authorized to transact business in the State of Minnesota as Surety, are held and firmly

bound unto City of Lincoln and/or Lancaster County and/or

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

(hereinafter called "Obligee"), in the penal sum of Fifty Thousand and 00/100

DOLLARS (\$ 50,000 ), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

SEALED, with our seals and dated 1st day of February, 20 19.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named Obligee, dated the 1st day of March, 20 17, providing for the construction or supply of, Removing Trip Hazards From Sidewalks (Amended Term: 3/1/19 – 3/1/21)

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein for the purpose of explaining but not of varying or enlarging the obligation.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

PROVIDED, HOWEVER, this bond is executed by the Surety, upon the express condition that no right of action shall accrue upon or by reason hereof, to or for the use or benefit of any one other than the Obligee named herein; and the obligation of the Surety is and shall be construed strictly as one of suretyship only.

WITNESS:

Northland PCC, Inc., DBA Precision Concrete Cutting

By: Mark Juale <sup>Principal</sup> [Seal]

ATTEST: (If Individual or Firm)  
(If Corporation)

Employers Mutual Casualty Company

By: Lori Holmberg <sup>Surety</sup> [Seal]  
Lori Holmberg Attorney-in-Fact

**Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.**



P.O. Box 712 • Des Moines, Iowa 50306-0712

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

## KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**LORI HOLMBERG**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

<b>Surety Bond</b>	<b>Principal:</b>	<b>Obligee:</b>
<b>Number</b>	NORHLAND PCC, INC. DBA	CITY OF LINCOLN
	PRECISION CONCRETE CUTTING	LANCASTER COUNTY PUBLIC
		BUILDING COMMISSION

S428449

In an amount not exceeding Two Million Five Hundred Thousand Dollars .....\$2,500,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

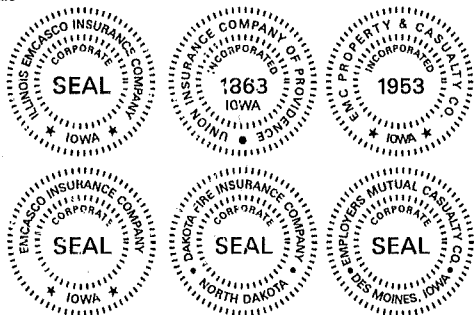
## AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF,** the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals



*Bruce G. Kelley*

Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

*Todd Strother*

Todd Strother  
Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2019.

*Kathy Loveridge*  
Notary Public in and for the State of Iowa



## CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1st day of February, 2019.

*J D Clough*  
Vice President



**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, MARK QUALE, 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: MARK E. QUALE  
 (First, Middle, Last)

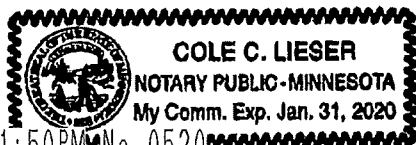
SIGNATURE: *Mark Quale*

TITLE: Pres/CEO

State of <sup>Minnesota</sup> Nebraska )  
 County of <sup>Kandiyohi</sup> ) ss.

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 19<sup>th</sup> day of February, 2019

*[Signature]*  
 Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/07/2019

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 Lieser Insurance Agency PO Box 393 New London MN 56273	CONTACT NAME: Cole Lieser	
	PHONE (A/C, No, Ext): 320-354-7234	FAX (A/C, No): 320-354-7148
	E-MAIL ADDRESS: cole@lieserinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Grinnell Mutual Reinsurance Company	NAIC # 14117
INSURED NORTHLAND PCC INC DBA PRECISION CONCRETE CUTTING 16512 10th ST NE NEW LONDON MN 56273	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 20180614114811379 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	0000650349	08/13/2018	08/13/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		0000880793	08/13/2018	08/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0000611666	08/13/2018	08/13/2019	PER STATUTE 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 listed as additional insured. Waiver of subrogation applies as required by written contract

CERTIFICATE HOLDER City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster county Public Building Commission 555 South 10th Street LINCOLN NE 68508	CANCELLATION 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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Renewal Declaration

Effective: 08/13/18

**Named Insured:**  
 NORTHLAND PCC INC  
 DBA PRECISION CONCRETE CUTTING  
 16512 10TH ST NE  
 NEW LONDON MN 56273

**Agent:** 9898 05-017-32 A  
 LIESER INS OF NEW LONDON INC  
 COLE C LIESER  
 PO BOX 393  
 NEW LONDON MN 56273

320-354-7234

**Policy No:** 0000650349

**Co-Files:** 0000611666 0000880793

**Policy Period:** From: 08/13/18 To: 08/13/19 at 12:01 A.M. Standard Time at your mailing address shown above.

**BUSINESS INFORMATION:**

Form of Business: Corporation  
 Business Description: CONCRETE/CEMENT WORK  
 Contact No:

**Policy Premium** (If a Liability Supplemental Declarations is attached, the policy premium shown below is an advance premium.)

Policy Premium:

\*This is not a bill. You will be receiving a billing statement under Account Number: 008067698

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGES FOR WHICH A LIMIT IS STATED. THE AMOUNTS PAID BY US ARE SUBJECT TO THE RESTRICTIONS IMPOSED BY THE COVERAGE FORMS AND ENDORSEMENTS IN THIS POLICY.

**BUSINESS LIABILITY, MEDICAL EXPENSES, AND DAMAGE TO PREMISES RENTED TO YOU**

Coverage	Limit of Insurance	
1. Business Liability	\$ 2,000,000	Per Occurrence
2. Business Liability Aggregate	\$ 4,000,000	Aggregate
3. Medical Expenses	\$ 5,000	Per Person
4. Products-Completed Operations Aggregate	\$ 4,000,000	Aggregate
5. Damage to Premises Rented to You	\$ 100,000	Per Occurrence

**MORTGAGE HOLDER/LOSS PAYEE NAME AND ADDRESS (SUBJECT TO BP1203):**

Refer to Additional Interest Schedule.

**FORMS AND ENDORSEMENTS MADE A PART OF THIS POLICY AT TIME OF ISSUE:**

Refer to Forms Schedule.

**FOR DESCRIBED PREMISES AND COVERAGES REFER TO THE FOLLOWING PAGE(S):**

Countersignature Date: 1-31-19 Authorized Representative: 



GRINNELL MUTUAL REINSURANCE COMPANY

**ADDITIONAL INTEREST SCHEDULE**

**Policy No.:** 0000650349

**Agent:** LIESER INS OF NEW LONDON INC

**Agent No.:** 9898 05-017-32

**Interest Type:** GMBP2476-Addl Ins-Designated Pers/Org Lmt Def

CITY OF LINCOLN AND/OR LANCAST  
COUNTY AND/OR CITY OF LINCOLN/  
LANCASTER COUNTY PUBLIC BLDG  
555 SOUTH 10TH ST  
LINCOLN, NE 68508

**Policy Type:** Businessowners

**Policy Period:** 08/13/18 to 08/13/19

**Insured:**

NORTHLAND PCC INC  
DBA PRECISION CONCRETE CUTTING  
16512 10TH ST NE  
NEW LONDON, MN 56273

**Prem. Bldg.**  
**No. No. Address:**

**Insured**  
**Amount:**

**Valuation:**  
**Agreed/**  
**Repl/Func/**  
**ACV**

001 001 16512 10TH ST NE NEW LONDON, MN 56273

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION – LIMITED DEFENSE AND INDEMNIFICATION

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

#### SCHEDULE

**Name of Person or Organization:**

City of Lincoln and/or Lancaster County and/or city  
of Lincoln/Lancaster County Public building  
Lincoln, NE 68508

*(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)*

**C. Who Is An Insured** of SECTION II – LIABILITY is amended to include as an additional insured the person or organization shown in the Schedule, but coverage is extended to that person or organization only under the terms and conditions outlined in this endorsement. The person or organization shown in the Schedule shall be referenced as the Additional Insured in this Endorsement:

1. This policy will only extend liability coverage to the Additional Insured for "bodily injury", "property damage", and "personal injury" sustained by a third person, if the "bodily injury", "property damage", or "personal injury" is directly caused by the negligent acts or omissions of you or your employees and executive officers.
2. This policy extends no liability coverage to the Additional Insured for "bodily injury", "property damage", or "personal injury" sustained by a third person, if the "bodily injury", "property damage", or "personal injury" is caused by the acts or omissions of the Additional Insured, or its employees, officers, or agents other than you.
3. The Additional Insured is not entitled to any legal defense of a claim or suit by us. We will agree to reimburse the Additional Insured, or its insurer, for reasonably-incurred defense fees after a court of law has determined that you have caused the Additional Insured to be rendered legally liable for "bodily injury", "property damage", or "personal injury" to a third person. We will reimburse the Additional Insured, or its insurer, for only that proportion of the defense fees which is equal to the proportion of the overall verdict in favor of the injured or damaged person attributable to the negligence or culpability of you. For example, if 40% of the overall verdict entered against the Additional Insured is ruled to arise from the negligence or improper conduct of you, we will reimburse the Additional Insured, or its insurer, only 40% of the reasonable defense fees incurred by the Additional Insured. We will not reimburse the Additional Insured, or its insurer, for defense fees unless the claim or suit against the Additional Insured is resolved by verdict.

4. Our duty of indemnification to the Additional Insured is limited to that proportion of a judgment against or settlement paid by the Additional Insured which is directly attributable to the negligent acts or omissions of you. We will reimburse the Additional Insured, or its insurer, for only that proportion of the judgment or settlement against the Additional Insured which is equal to the proportion of the overall verdict or damages sustained by the injured or damaged person attributable to the negligence or culpability of you. For example, if 60% of the overall settlement or judgment paid by the Additional Insured arises solely from the negligence or improper conduct of you, we will reimburse the Additional Insured, or its insurer, only 60% of the settlement or judgment paid on behalf of the Additional Insured.
5. The provisions of **SECTION II – LIABILITY** under Section "**A. Coverages, 1. Business Liability, f. Coverage Extension – Supplementary Payments**" relating to defense and indemnification of an indemnitee are specifically deleted with respect to the Additional Insured.
6. In consideration for the coverage extended by this endorsement to the Additional Insured, the Additional Insured and the Named Insured agree to and are bound by the following conditions prerequisite to this coverage:
  - a. The Additional Insured must notify all potential insurers which might extend coverage for the "bodily injury", "property damage", or "personal injury" alleged in the claim or suit, and shall request its own primary insurer to participate in the resolution of and to defend the claim or suit. The Additional Insured may not "target" us as the sole insurer to handle the claim or suit.
  - b. No written or oral agreement of the Additional Insured with you which requires you to hold harmless or indemnify the Additional Insured for any negligence or wrongful conduct of the Additional Insured is enforceable with regard to any claim or suit alleging "bodily injury", "property damage", or "personal injury" and for which the Additional Insured seeks coverage from us. No written or oral agreement of the Additional Insured with you which requires you to provide insurance coverage to the Additional Insured is enforceable with regard to any claim or suit and for which the Additional Insured seeks coverage from us. By tender of any claim for payment of defense fees or indemnification, the Additional Insured agrees to waive the legal effect of any hold harmless or indemnity agreement or insurance coverage requirement, and such an agreement or requirement is invalid and unenforceable against you or us.

All other terms and conditions of the policy, not inconsistent with this endorsement, remain in force and effect. The terms and conditions of this endorsement may not be waived or modified except by written document issued by us.

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY



Renewal Declaration  
 Policy Number: 0000611666  
 Account Number: 008067698

EFFECTIVE 08/13/18

Agent # 9898 05-017-32 A

**ITEM 1 – Named Insured and Mailing Address**  
 NORTHLAND PCC INC  
 DBA PRECISION CONCRETE CUTTING  
 16512 10TH ST NE  
 NEW LONDON MN 56273

**Agent Name and Address**  
 LIESER INS OF NEW LONDON INC  
 COLE C LIESER  
 PO BOX 393  
 NEW LONDON MN 56273  
 320-354-7234

Other workplaces, not shown above:

CARRIER CODE: 16985  
 FEDERAL ID NUMBER: 460607065  
 INTER NUMBER:  
 INTRA NUMBER: 3586425  
 INSURED ID NUMBER: 0508864600

CO-FILES: 0000650349 0000880793

**ITEM 2 – Policy Period:** From 08/13/18 to 08/13/19 12:01 A.M. Standard Time, at the insured's mailing address.

Form of Business: Corporation

**ITEM 3 – Coverage:** A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: MN

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A.  
 The limits of our liability under Part Two are: Bodily Injury by Accident \$ 1,000,000 each accident  
 Bodily Injury by Disease \$ 1,000,000 each employee  
 Bodily Injury by Disease \$ 1,000,000 policy limit

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:  
 All states except ND, OH, WA, WY, & MA

D. This policy includes these endorsements and schedules:  
**SEE SCHEDULE ATTACHED**

**ITEM 4 – Premium:** The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
<b>SEE SCHEDULE ATTACHED</b>				
				Total Estimated Premium \$

\*This is not a bill. You will be Billed Separately on the V.I.P. Plan\*  
 Countersignature Date: 1/31/19 Authorized Representative:

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

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

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

Schedule

CITY OF LINCOLN AND/OR LANCAST  
COUNTY AND/OR CITY OF LINCOLN/  
LANCASTER COUNTY PUBLIC BLDG  
LINCOLN, NE 68508

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

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

Endorsement Effective  
Insured

Policy No. 0000611666    Endorsement No.  
Premium \$

Insurance Company

Countersigned by 