

**MEMORANDUM OF UNDERSTANDING FOR  
LANCASTER COUNTY, NEBRASKA  
COOPERATIVE CONTRACT  
MOU037**

**Contract Title: Facility Security Equipment, Systems, And Services With Related  
Equipment And Supplies.**

**Cooperative Agency: Sourcewell (Formerly NJPA) Contract No. 031517 - SCS  
(Hereinafter referred to as “the Lead Contract”)**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby issued to **Stanley Convergent Security Solutions Inc., 805 15<sup>th</sup> Street, NW, Suite 710, Washington, DC 20005** hereinafter called “Contractor”, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska hereinafter called “County” for the purpose of the Contractor and the County agreeing to the terms and conditions provided in this MOU.

The Contractor and the County hereby agree to the following supplemental Terms and Conditions from those in the Lead Contract listed above:

## TERMS AND CONDITIONS

### A. PARTICIPATING TERM

The County shall participate in the Lead Contract for Facility Security Equipment, Systems, And Services With Related Equipment And Supplies. The Memorandum of Understanding (MOU037) will be effective upon execution, for a period of one (1) year. Upon conclusion of the initial term, the County has the option of renewing annually under the same terms and conditions according to the renewals allowed by the Lead Contract, not to exceed the contract expiration date of June 30, 2021.

### B. SCOPE

The Contractor shall provide the same scope of services and the same products as set forth in the Lead Contract: <https://www.sourcewell-mn.gov/cooperative-purchasing/031517-scs#tab-contract-documents>

### C. PRICING

Pricing for these goods and/or services shall be pursuant to the Lead Contract, and Quotation #180066-4, dated March 1, 2019, copy attached hereto.

### D. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the parties agree that conflicts among the documents comprising this Memorandum shall be resolved according to priority, and that a document's priority shall be determined according to the order in which the document appears in the list below in section "E. Memorandum of Understanding Documents".

### E. MOU DOCUMENTS

**The following documents comprise the Memorandum of Understanding:**

1. This Memorandum of Understanding and associated Terms and Conditions;
2. Quotation #180066-4
3. Insurance Requirements/Certificate of Insurance;
4. Tax Forms

### F. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this Memorandum of Understanding. During the term of the MOU, the Contractor shall perform all services and/or supply all goods in accordance with the established and applicable standards and in accordance with applicable State and Local laws.

### G. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this document or the Lead Contract, but which are necessary to provide the functional capabilities described in the Lead Contract, shall be included.

### H. CONTRACT MODIFICATION

The MOU shall be modified only by a written MOU amendment and approval of the parties. No alteration or variation of the terms and conditions of this Memorandum shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

**I. TERMINATION**

This MOU may be terminated by the following:

1. Termination for Convenience. Either party may terminate this MOU upon thirty (30) days written notice to the other party, for any reason, without penalty.
2. Termination for Cause. The County may terminate this MOU for cause if the Contractor:
  - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or products pursuant to the Lead Contract or;
  - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders or;
  - c. Otherwise commits a substantial breach or default of any provision of the Lead Contract or this MOU. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the MOU shall terminate.
3. In the event that funding is not available to continue with services as written, the County reserves the right to terminate use of the MOU for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders except for any amount due for services rendered or products supplied prior to notice of cancellation.

The County may terminate this MOU in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the County. In the event of unavailability of funds to pay any amounts due under the MOU, the County shall immediately notify the Contractor and the MOU shall terminate without penalty or expense to the County. Upon termination, the County shall pay the Contractor for any approved and documented services or products completed or purchased up to the date of termination, but not to exceed the maximum amount allowed by the Lead Contract or this MOU.

**J. SEVERABILITY**

If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the MOU shall not be affected and each provision of the MOU shall be enforced to the fullest extent permitted by law.

**K. ASSIGNMENT**

This MOU shall not be transferred to/or assigned to another Contractor without prior written consent confirming approval by the County. Any assignment without such prior written consent shall be absolutely void.

**L. FORCE MAJEURE**

Neither party shall be liable for any costs or damages from its inability to perform any of its obligations under the MOU due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Lead Contract or this MOU. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The County may grant relief from performance of the MOU if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest on the Contractor. To be released based on a Force Majeure Event, the Contractor shall file a written request for relief with the City of Lincoln/Lancaster County Purchasing Division. Labor disputes with the

impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Contract.

**M. ATTORNEY'S FEES**

In the event of any litigation, appeal, or other legal action to enforce any provision of the MOU, the Contractor agrees to pay all expenses of such action, as permitted by law, including Attorney's fees and costs, if the County is the prevailing party.

**N. PAYMENT**

Unless stated otherwise, the County will initiate payment within thirty (30) calendar days after:

1. All work has been performed and all equipment or other merchandise has been delivered.
2. All such labor and equipment and other materials have met all MOU specifications.
3. All such work has been approved by the County.
4. An invoice has been submitted which corresponds with the MOU amount and any subsequent changes approved by the County.

**O. INSURANCE**

The Contractor agrees to the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, and Building Commission*).

**P. TAXES AND TAX EXEMPTION CERTIFICATE**

The County are generally exempt from any taxes imposed by the State or Federal government. A Tax Exemption Certificate will be provided as applicable.

**Q. INDEPENDENT CONTRACTOR**

Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

**R. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

**S. E-VERIFY**

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal

Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, [go to www.uscis.gov/everify](http://www.uscis.gov/everify).

**T. INDEMNIFICATION**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the County, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the County.

This indemnification shall not apply where and to the extent that damages are caused by sources other than those identified above and those that are a Party to this Memorandum, including burglary, trespass or any other occurrence which the system being installed and/or serviced hereunder is designed to detect or avert.

**U. WAIVER**

County's failure or neglect to enforce any of its rights under this Memorandum will not be deemed to be a waiver of the County's rights.

**V. THIRD PARTIES**

This Memorandum is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties involved. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

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

The Contractor hereby agrees to this MOU upon completion of signatures on the Vendor Signature Page.

Vendor Signature Page

**COOPERATIVE CONTRACT**  
**Facility Security Equipment, Systems, And Services With Related**  
**Equipment And Supplies**  
**Sourcewell (Formerly NJPA) Contract No. 031517-SCS**  
**MOU037**  
**Lancaster County, Nebraska Stanley**  
**Convergent Security Solutions**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Megan Malone Seal  
Secretary



STANLEY Security  
Name of Corporation  
8350 Sunlight Dr, Fishers, IN 46037  
Address  
By: [Signature]  
Duly Authorized Official  
President  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization  
\_\_\_\_\_  
Type of Organization  
\_\_\_\_\_  
Address  
By: \_\_\_\_\_  
Member  
By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Signature

**Lancaster County Signature Page**

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**COOPERATIVE CONTRACT  
Facility Security Equipment, Systems, And Services With Related  
Equipment And Supplies  
Sourcewell (Formerly NJPA) Contract No. 031517-SCS  
MOU037  
Lancaster County, Nebraska  
Stanley Convergent Security Solutions**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

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

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

dated \_\_\_\_\_

|                      |                     |
|----------------------|---------------------|
| <b>To:</b>           | Melissa Hood        |
| <b>Organization:</b> | Lancaster County NE |
| <b>Phone:</b>        |                     |
| <b>Fax or email:</b> |                     |

|                                |  |
|--------------------------------|--|
| <b>QUOTATION<br/>#180066-4</b> | <b>PLC, Intercom, and Video<br/>System Upgrade Options</b> |
|--------------------------------|--|

3-1-2019

Per your request, we have attached pricing to upgrade your existing PLC based security electronics system.

**System 1 – PLC, Server, Commander Clients, and Touchscreens**

The existing PLC, installed in 2001, has been discontinued by Allen Bradley and new replacement parts are no longer available. We recommend replacing the existing PLC-5 with a new CompactLogix PLC.

Along with a new PLC system we will upgrade all your existing touch screen control stations with new computers and new Wonderware graphic user interface software. This will get you a current OS and the most recent version of Wonderware. New touchscreen monitors will be required because the new application is wide screen application.

The cost to update your system instead of replacing it is significant. The estimated software costs for a similarly designed system would be 2-4 times the amount of labor and additional hardware may be needed. The amount of system downtime and staff time to verify operations will also be reduced by upgrading instead of replacing.

Your existing Allen Bradley SLC 1746 Input/Out modules are also approaching their end of life. They are still producing the models you have but have started to discontinue other models in the same series. I have included the 1769 replacement modules in my quote.

| PLC5 Upgrade |                                 |               |             |               |                     |
|--------------|---------------------------------|---------------|-------------|---------------|---------------------|
| 1            | PLC5 Upgrade Kit                | Allen Bradley | S108678781  | \$ 7,936.90   | \$ 7,936.90         |
| 4            | Commander PCs                   | Dell          | 7183813     | \$ 900.35     | \$ 3,601.40         |
| 1            | Informer Server                 | Dell          | 7183765     | \$ 2,286.96   | \$ 2,286.96         |
| 4            | Touchscreens                    | Elo           | ELO-E382790 | \$ 622.58     | \$ 2,490.32         |
| 4            | Wonderware Upgrades             | Wonderware    | 60k         | \$ 2,432.50   | \$ 9,730.00         |
| 36           | Design and Documentation Labor  | Stanley       | RL20        | \$ 134.00     | \$ 4,824.00         |
| 160          | Software Labor                  | Stanley       | RL17        | \$ 164.00     | \$ 26,240.00        |
| 40           | Testing and Onsite Validation   | Stanley       | RL03        | \$ 155.00     | \$ 6,200.00         |
| 4            | Right End Cap                   | Allen Bradley | 1769-ECR    | \$ 23.85      | \$ 95.40            |
| 3            | Extention Cable 3ft             | Allen Bradley | 1769-CRL3   | \$ 124.95     | \$ 374.85           |
| 2            | EthernetIP Adapters             | Allen Bradley | 1769-AENTR  | \$ 630.25     | \$ 1,260.50         |
| 5            | 2Amp Power Supply               | Allen Bradley | 1769-PA2    | \$ 192.09     | \$ 960.45           |
| 8            | 32 Point Sourcing Output Module | Allen Bradley | 1769-OB32   | \$ 354.88     | \$ 2,839.04         |
| 16           | 32 Point Input Module           | Allen Bradley | 1769-IQ32   | \$ 292.40     | \$ 4,678.40         |
| 2            | 24 Port Switch                  | HP            | 1920-24G    | \$ 394.23     | \$ 788.46           |
| 1            | One Time Special Discount       |               |             | \$ (8,440.21) | \$ (8,440.21)       |
|              |                                 |               |             |               | <b>\$ 65,866.47</b> |



**System 2 – Intercom Upgrade**

The intercom system will be upgraded to a new Harding Digital Intercom system. The existing relay cards and intercom master stations will be upgraded the Harding controllers and master stations. The existing intercom stations will be reused. The existing Dukane relay cards are no longer being made and there is no direct replacement available. The upgraded intercom will allow for the option of intercom recording be added, this option is priced below.

**Option 1 – Upgrade Intercom System at same time as PLC System**

| Intercom Upgrade as part of PLC Upgrade Project |                                |         |                      |             |                     |
|---|--------------------------------|---------|----------------------|-------------|---------------------|
| 4   | Intercom Masters               | Harding | TMM-641-111-1        | \$ 953.86   | \$ 3,815.44         |
| 1   | Intercom Controller            | Harding | DCC-S1003030S100MDIP | \$ 5,691.65 | \$ 5,691.65         |
| 3   | Intercom Expander              | Harding | DCE-S1003030S1       | \$ 4,126.40 | \$ 12,379.20        |
| 1   | Page Zone Expander             | Harding | PZE-110-0            | \$ 1,617.08 | \$ 1,617.08         |
| 1   | Station Port Adapter           | Harding | SPA 120              | \$ 48.51    | \$ 48.51            |
| 8   | Station Interface Cable        | Harding | CBL-STN-10-RR        | \$ 158.88   | \$ 1,271.04         |
| 8   | Switch Interface Cable         | Harding | CBL-SWT-10-RR        | \$ 89.56    | \$ 716.48           |
| 8   | Quick Connect Board - Station  | Harding | QCB-120-1            | \$ 103.60   | \$ 828.80           |
| 8   | Quick Connect Board - Switch   | Harding | QCB-120-2            | \$ 75.91    | \$ 607.28           |
| 40  | Testing and Onsite Validation  | Stanley | RL03                 | \$ 155.00   | \$ 6,200.00         |
| 4   | Design and Documentation Labor | Stanley | RL20                 | \$ 134.00   | \$ 536.00           |
|   |                                |         |                      |             | <b>\$ 33,711.48</b> |

**System 3 Video Upgrade**

The video recording and cameras will also be upgraded as part of this project. The existing recorders will be upgraded to a new server based enterprise recording system. The cameras will be upgraded from analog to a new IP camera. The camera types will include new camera models for increased coverage. The video call-up from the touchscreen control system will remain. The existing coax cable will be reused and new IP over coax transmitters and receivers will be used.

| Video Recorder, Matrix and Camera Upgrade |                                  |          |                      |              |                     |
|---|----------------------------------|----------|----------------------|--------------|---------------------|
| 1   | Video Recorder 32TB              | Avigilon | HD-NVR4_STD-32TB-NA  | \$ 13,694.28 | \$ 13,694.28        |
| 1   | Video Workstations               | Avigilon | HDRMWS32MNNA         | \$ 1,730.55  | \$ 1,730.55         |
| 1   | Call-Up PC                       | Azulle   | A1153AB32            | \$ 293.29    | \$ 293.29           |
| 2   | 1080P Exterior Camera            | Avigilon | 2.0C-H4SL-DO1-IR     | \$ 433.68    | \$ 867.36           |
| 5   | 4x3MP Multi Sensor Camera        | Avigilon | 12C-H4A-4MH-360      | \$ 1,751.40  | \$ 8,757.00         |
| 25  | 1080P Interior Camera            | Avigilon | 2.0C-H4SL-D1         | \$ 314.94    | \$ 7,873.50         |
| 8   | 12MP Fisheye                     | Avigilon | 12.0-H4F-DO1-IR      | \$ 900.72    | \$ 7,205.76         |
| 2   | 5MP Fixed Domes                  | Avigilon | 5.0L-H4A-DP1-B       | \$ 871.53    | \$ 1,743.06         |
| 2   | Camera License - 1 Channel       | Avigilon | 1C-ACC6-ENT          | \$ 279.39    | \$ 558.78           |
| 1   | Camera License - 16 Channel Pack | Avigilon | 16C-ACC6-ENT         | \$ 3,748.83  | \$ 3,748.83         |
| 1   | Camera License - 24 Channel Pack | Avigilon | 24C-ACC6-ENT         | \$ 5,583.63  | \$ 5,583.63         |
| 2   | Outdoor Dome Camera Mount        | Avigilon | H4SLMTNPTA1          | \$ 25.02     | \$ 50.04            |
| 2   | Pendant Mount                    | Avigilon | CMMTWALL1            | \$ 58.38     | \$ 116.76           |
| 5   | Power Supply                     | Avigilon | POEINJ260W NA        | \$ 125.31    | \$ 626.55           |
| 1   | NVR Power Supply (optional)      | Avigilon | HD-NVR4-STD-2NDPS-NA | \$ 387.81    | \$ 387.81           |
| 2   | Wall Bracket H4A                 | Avigilon | H4A-MT-WALL1         | \$ 50.04     | \$ 100.08           |
| 5   | Pendant Wall for Multisensor     | Avigilon | IRPTZ-MNT-WALL1      | \$ 79.23     | \$ 396.15           |
| 5   | Corner Mount Adapter             | Avigilon | H4-MT-CRNR1          | \$ 33.36     | \$ 166.80           |
| 5   | Outdoor Pendant Mount Adapter    | Avigilon | H4AMH-AD-PEND1       | \$ 133.44    | \$ 667.20           |
| 5   | Multisensor Dome                 | Avigilon | H4AMH-DO-COVR1       | \$ 133.44    | \$ 667.20           |
| 2   | 24 Port IP over Coax Switch      | NVT      | NVCCLO24             | \$ 3,101.94  | \$ 6,203.88         |
| 21  | 30W Adapter (2 pack)             | NVT      | NVLNK02              | \$ 213.37    | \$ 4,480.77         |
| 120                                       | Onsite Labor                     | Stanley  | RL05                 | \$ 126.00    | \$ 15,120.00        |
| 40  | Testing and Onsite Validation    | Stanley  | RL03                 | \$ 155.00    | \$ 6,200.00         |
| 40  | Software Labor                   | Stanley  | RL17                 | \$ 164.00    | \$ 6,560.00         |
| 16  | Design and Documentation Labor   | Stanley  | RL20                 | \$ 134.00    | \$ 2,144.00         |
|   |                                  |          |                      |              | <b>\$ 95,943.28</b> |

Payment and Performance Bond may be added to any combination of options at a rate of 1%.

Our engineering staff shall fully design and build the system in our Fishers, Indiana office before bringing it to site. Once it is fully designed and built they will completely test the new system before shipping to site to be installed. Once the material is received onsite our engineering team will come to site and begin removing your existing system and installing the new components.

We will work closely with your staff on which areas we are to work in so that you can plan. The exact schedule and sequence is not yet known and will depend on the design of the new system and input from you on the most critical areas and time.

This quotation includes the equipment listed below plus labor for design, software, start-up and owner training on the new system.

**STANLEY Convergent Security Solutions**  
8350 Sunlight Drive, Fishers, IN 46037  
T (317) 572 2117 F (317) 578 4983

Any old material the county would like to keep will be identified before the start of the project, These materials will be turned over to the county as they are removed. Any other unwanted materials will be disposed of by the county.

Stanley Convergent Security Solutions, Inc. guarantees its engineering and hardware to be free from defects for a period of one year, unless otherwise specified. This warranty does not include acts of God or abuse by the owner.

This quote is priced in accordance with our NJPA Contract# 031517-SCS.

We are not responsible for any work associated with hazardous materials (i.e. asbestos, lead paint, etc) that is associated with the work. This work will be the responsibility of the Owner or General Contractor.

We work under the terms of a purchase order or signed agreement only. No applicable taxes or bonding has been included in our price. Shipping and handling is included. We are pleased to provide this quotation, and we hope it meets with your approval.

All paperwork to be addressed to: **Stanley Convergent Security Solutions, Inc.** Please fax the Purchase order or signed sales agreement to 317-578-4983 and send the original to our office to my attention. The price is valid for 90 days. If you have any questions, please feel free to call.

Sincerely,

SteveBaker  
3175722118

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

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

City of Lincoln       Lancaster County       Public Building Commission

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

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

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

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

### **Insurance: Coverage Information**

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

### **Certificates**

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

**1. Commercial General Liability**

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

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

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

**1.2 Automobile Liability**

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

**1.3 Garage Keepers / Garage Liability**

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

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

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

**1.5 Builder's Risk Insurance**

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

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

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

**1.6 Pollution Liability**

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

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

**1.7 Errors and Omissions: Professional Liability**

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

**1.8 Railroad Contractual Liability Insurance**

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

**1.8.1 Railroad Protective Liability**

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

**1.9 Cyber Insurance**

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

2. **Cancellation Notice**

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

3. **Risk of Loss**

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

4. **Umbrella or Excess Liability**

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

5. **Minimum Scope of Insurance**

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

6. **Indemnification**

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



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

7. **Reservation of Rights**

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

8. **Sovereign Immunity**

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

9. **Further Contact**

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/02/2019

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).

| <b>PRODUCER</b><br>MARSH USA, INC.<br>20 CHURCH STREET, 8TH FLOOR<br>HARTFORD, CT 06103<br>Attn: stanleyblackanddecker.certrequest@marsh.com | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext):<br>E-MAIL ADDRESS:   |        | FAX (A/C, No): |                               |  |        |  |  |       |   |  |       |                 |  |     |  |  |       |   |  |       |  |  |
|--|--|--------|----------------|-------------------------------|--|--------|--|--|-------|---|--|-------|-----------------|--|-----|--|--|-------|---|--|-------|--|--|
|  | <table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Co</td> <td></td> <td>19682</td> </tr> <tr> <td>INSURER B : Hartford Underwriters Insurance Company</td> <td></td> <td>30104</td> </tr> <tr> <td>INSURER C : N/A</td> <td></td> <td>N/A</td> </tr> <tr> <td>INSURER D : Twin City Fire Insurance Company</td> <td></td> <td>29459</td> </tr> <tr> <td>INSURER E : Hartford Casualty Insurance Company</td> <td></td> <td>29424</td> </tr> <tr> <td>INSURER F : Trumbull Insurance Company</td> <td></td> <td>27120</td> </tr> </tbody> </table> |        |                | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A : Hartford Fire Insurance Co |  | 19682 | INSURER B : Hartford Underwriters Insurance Company |  | 30104 | INSURER C : N/A |  | N/A | INSURER D : Twin City Fire Insurance Company |  | 29459 | INSURER E : Hartford Casualty Insurance Company |  | 29424 | INSURER F : Trumbull Insurance Company |  |
| INSURER(S) AFFORDING COVERAGE  |  | NAIC # |                |                               |  |        |  |  |       |   |  |       |                 |  |     |  |  |       |   |  |       |  |  |
| INSURER A : Hartford Fire Insurance Co   |  | 19682  |                |                               |  |        |  |  |       |   |  |       |                 |  |     |  |  |       |   |  |       |  |  |
| INSURER B : Hartford Underwriters Insurance Company  |  | 30104  |                |                               |  |        |  |  |       |   |  |       |                 |  |     |  |  |       |   |  |       |  |  |
| INSURER C : N/A  |  | N/A    |                |                               |  |        |  |  |       |   |  |       |                 |  |     |  |  |       |   |  |       |  |  |
| INSURER D : Twin City Fire Insurance Company   |  | 29459  |                |                               |  |        |  |  |       |   |  |       |                 |  |     |  |  |       |   |  |       |  |  |
| INSURER E : Hartford Casualty Insurance Company  |  | 29424  |                |                               |  |        |  |  |       |   |  |       |                 |  |     |  |  |       |   |  |       |  |  |
| INSURER F : Trumbull Insurance Company   |  | 27120  |                |                               |  |        |  |  |       |   |  |       |                 |  |     |  |  |       |   |  |       |  |  |
| CN102745085-SCSS-GAWU-19-20      SBAKE   |  |        |                |                               |  |        |  |  |       |   |  |       |                 |  |     |  |  |       |   |  |       |  |  |
| <b>INSURED</b><br>STANLEY CONVERGENT SECURITY SOLUTIONS, INC.<br>8350 SUNLIGHT DRIVE<br>FISHERS, IN 46037                                    |  |        |                |                               |  |        |  |  |       |   |  |       |                 |  |     |  |  |       |   |  |       |  |  |

**COVERAGES**      **CERTIFICATE NUMBER:** NYC-010624252-04      **REVISION NUMBER:** 21

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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 02 CSE J77030            | 04/01/2019              | 04/01/2020              | EACH OCCURRENCE                                 | \$ 2,000,000 |
|          |   |           |          |                          |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)       | \$ 2,000,000 |
|          |   |           |          |                          |                         |                         | MED EXP (Any one person)                        | \$ 10,000    |
|          |   |           |          |                          |                         |                         | PERSONAL & ADV INJURY                           | \$ 2,000,000 |
|          |   |           |          |                          |                         |                         | GENERAL AGGREGATE                               | \$ 2,000,000 |
|          |   |           |          |                          |                         |                         | PRODUCTS - COMP/OP AGG                          | \$ 2,500,000 |
|          |   |           |          |                          |                         |                         | PROD-COMP/OP OCC                                | \$ 2,500,000 |
| A        | <b>AUTOMOBILE LIABILITY</b>   |           |          | 02 CSE J77023 (AOS)      | 04/01/2019              | 04/01/2020              | COMBINED SINGLE LIMIT (Ea accident)             | \$ 2,000,000 |
| B        | <input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | 02 CSE J77024 (HI)       | 04/01/2019              | 04/01/2020              | BODILY INJURY (Per person)                      | \$           |
|          |   |           |          |                          |                         |                         | BODILY INJURY (Per accident)                    | \$           |
|          |   |           |          |                          |                         |                         | PROPERTY DAMAGE (Per accident)                  | \$           |
|          |   |           |          |                          |                         |                         |   | \$           |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DED      RETENTION \$   |           |          |                          |                         |                         | EACH OCCURRENCE                                 | \$           |
|          |   |           |          |                          |                         |                         | AGGREGATE                                       | \$           |
|          |   |           |          |                          |                         |                         |   | \$           |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  |           |          | 02 WBR J77021 - (ND, WI) | 04/01/2019              | 04/01/2020              | <input checked="" type="checkbox"/> PER STATUTE |              |
| E        | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)   | Y/N       |          | 02 XWE J77022 (NY, OH)** | 04/01/2019              | 04/01/2020              |   |              |
| F        |   | N         | N/A      | 02 WN J77020 (AOS)*      | 04/01/2019              | 04/01/2020              | E.L. EACH ACCIDENT                              | \$ 2,000,000 |
| B        | If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          | 02 WN J77020 (HI)        | 04/01/2019              | 04/01/2020              | E.L. DISEASE - EA EMPLOYEE                      | \$ 2,000,000 |
|          |   |           |          |                          |                         |                         | E.L. DISEASE - POLICY LIMIT                     | \$ 2,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: LANCASTER COUNTY YOUTH SERVICES UPGRADE PROJECT MOU037; TERM: 3-15 THROUGH 12-31-19  
 LANCASTER COUNTY IS/ARE INCLUDED AS ADDITIONAL INSURED SOLELY AS RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY CLAIMS ARISING OUT OF SCSS ACTS WHILE ON THE PREMISES (OTHER THAN CLAIMS RELATED TO SCSS PROFESSIONAL SERVICE COVERAGE) WHERE STANLEY CONVERGENT SECURITY SOLUTIONS, INC. HAS AGREED TO PROVIDE THIS COVERAGE IN A WRITTEN CONTRACT. NO INSURED STATUS APPLIES FOR THE SOLE NEGLIGENCE OF THE ADDITIONAL INSURED FOR ITS OWN ACTS OR OMISSIONS OR THOSE OF ITS EMPLOYEES OR ANYONE ELSE ACTING ON ITS BEHALF.  
 SEE ADDITIONAL PAGES FOR TEXT.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>LANCASTER COUNTY<br>555 SO. 10TH STREET<br>LINCOLN, NE 68508 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>of Marsh USA Inc.<br>Manashi Mukherjee <i>Manashi Mukherjee</i> |
|---|---|

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**ADDITIONAL REMARKS SCHEDULE**

|                           |           |  |
|---------------------------|-----------|--|
| AGENCY<br>MARSH USA, INC. |           | NAMED INSURED<br>STANLEY CONVERGENT SECURITY SOLUTIONS, INC.<br>8350 SUNLIGHT DRIVE<br>FISHERS, IN 46037 |
| POLICY NUMBER             |           |  |
| CARRIER                   | NAIC CODE | EFFECTIVE DATE:  |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

WORKERS COMP

Trumbull Insurance Company for AOS including AK,AL,AR,AZ,CA,CO,CT,DC,DE,FL,GA,IA, ID,IL,IN,KS,KY,LA,MA,MD,ME,MN,MI,MO,MS,MT,NC,NE,NH,NJ,NM,NV,NY,OH,OK,OR,PA,RI,SC,SD,TN,TX,UT,VA,VT,WA,WV and WY.

\*\*Excess WC SIR for NY and OH is \$2,000,000 for subsidiaries with payroll in those states and as on file with State WC Board.

CONTINUED FROM DESCRIPTION SECTION:

COVERAGE FOR CONTRACTUAL LIABILITY AND CROSS SUITS LIABILITY IS PROVIDED TO THE EXTENT OF COMMERCIAL GENERAL LIABILITY COVERAGE.

COMMERCIAL GENERAL LIABILITY BLANKET ADDITIONAL INSURED COVERAGE INCLUDES ONGOING AND COMPLETED OPERATIONS AS REQUIRED BY WRITTEN CONTRACT.

THE GENERAL LIABILITY POLICY DOES NOT CONTAIN A SEPARATE "PER LOCATION" OR "PER PROJECT AGGREGATE"; HOWEVER THERE IS EXCESS INSURANCE IN PLACE OVER THE "EACH OCCURRENCE" AND "GENERAL AGGREGATE" LIMITS.

(WAIVER: GL) WE WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST ANY PERSON OR ORGANIZATION WHEN THE NAMED INSURED HAVE AGREED TO SUCH A WAIVER IN A WRITTEN CONTRACT PRIOR TO LOSS. (WAIVER: AUTO) WE WILL WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER. (WAIVER: WC) WE WILL WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

WITH REGARD TO GENERAL LIABILITY, AUTO LIABILITY, AND WORKERS COMPENSATION:

IF THIS POLICY IS CANCELLED BY THE INSURER, OTHER THAN FOR NON-PAYMENT OF PREMIUM, NOTICE OF SUCH CANCELLATION WILL BE PROVIDED TO THE CERTIFICATE HOLDER(S) WITH MAILING ADDRESSES ON FILE WITH THE AGENT OF RECORD. SUCH NOTICE WILL BE PROVIDED WITHIN 30 DAYS OF THE INSURER'S RECEIPT OF CERTIFICATE HOLDER(S) INFORMATION FROM THE AGENT OF RECORD. IF NOTICE IS MAILED, PROOF OF MAILING TO THE LAST KNOWN MAILING ADDRESS OF THE CERTIFICATE HOLDER(S) ON FILE WITH THE AGENT OF RECORD WILL BE SUFFICIENT PROOF OF NOTICE. FAILURE TO PROVIDE SUCH NOTICE TO THE CERTIFICATE HOLDER(S) WILL NOT AMEND OR EXTEND THE DATE THE CANCELLATION BECOMES EFFECTIVE, NOR WILL IT NEGATE CANCELLATION OF THE POLICY. FAILURE TO SEND NOTICE SHALL IMPOSE NO LIABILITY OF ANY KIND UPON THE INSURER OR ITS AGENTS OR REPRESENTATIVES.



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

**BLANKET ADDITIONAL INSURED (CONTRACTORS)**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. **Section II - Who Is An Insured** is amended to include as an additional Insured:
- Any person or organization, when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
  - Any other person or organization you are contractually required to add as an additional insured under the contract or agreement described in Paragraph 1. above.
- when you have agreed in a written contract or written agreement to provide Insurance such as is afforded under this policy for such person(s) or organization(s).
- B. The insurance provided to the additional insured is limited as follows:
- This coverage is provided only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
    - In the performance of your ongoing operations for such additional insured; or
    - In connection with "your work" for the additional insured and included within the "products-completed operations hazard".
  - The insurance provided to the additional insured applies:
    - Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
      - During the policy period;
      - Subsequent to the execution of such written contract or written agreement; and
    - Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured;
- C. With respect to the insurance provided to any person or organization qualifying as an additional insured under this endorsement, the following additional exclusions are added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:
- This insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - Supervisory, inspection, architectural or engineering activities.
  - Any person or organization for whom you have procured separate Commercial General Liability Insurance while such insurance is in effect, regardless of whether the scope of coverage or the limits of insurance of this policy exceed those of such other insurance, or whether or not such other insurance is valid and collectable.

- D. With respect to the insurance afforded to these vendors, the following is added to Section III - Limits Of Insurance And Applicable Deductible:

The most we will pay on behalf of the additional insured, and the most you must reimburse us is the amount of insurance:

- Required by the contract or agreement; or
  - Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

- E. With respect to the insurance provided to any person or organization qualifying as an additional insured under this endorsement, Section IV - Commercial General Liability Conditions is amended as follows:

- Assistance And Cooperation Of Involved Additional Insureds**

The following is added to the Duties In The Event Of Occurrence, Offense Claim Or Suit condition:

As soon as practicable, each additional insured must give us prompt notice of any "occurrence" or offense which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

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

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this endorsement, provided that you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

- If an additional insured is subject to sovereign immunity, we will not raise any defense involving in any way jurisdiction of the tribunal, immunity of the authority, governmental nature of the authority, or the provisions of any statutes respecting "suits" against an authority without the express written consent of the authority.

POLICY NUMBER: 02 CSE J77023



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

## **ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

**Policy Number:** 02 WN J77020

**Endorsement Number:** 60

**Effective Date:** 04/01/2019 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** STANLEY BLACK & DECKER, INC.  
1000 STANLEY DRIVE  
NEW BRITAIN, CT 06053

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

**SCHEDULE**

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

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

*Susan J. Castaneda*

Authorized Representative