

AMENDMENT TO CONTRACT
Annual Services
Pre-Sort Mailing Services
Quote No. 5802
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal and Price Increase
All Needs Computer & Mailing Services Inc.

This Amendment is hereby entered into by and between All Needs Computer & Mailing Services Inc., 8100 S. 13th St., Lincoln, NE 68512-9393 (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 April 10, 2018 executed under City Directorial Order No. 19005, and County Contract C-18-0168, dated April 10, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on March 20, 2018, for Pre-Sort Mailing Services, Quote No. 5802, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is April 15, 2018 through April 14, 2019, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning April 15, 2019 through April 14, 2020; and

WHEREAS, the parties hereby amend the Contract to reflect a price increase per Attachment A for the new contract term; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$4,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$5,000.00 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 \$13,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City D.O. 19005 and County Contract C-18-0168, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning April 15, 2019 through April 14, 2020.
- 2) The parties hereby amend the Contract to reflect a price increase per Attachment A for the new contract term.
- 3) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$4,000.00 without approval by the City of Lincoln.
- 4) The expenditures for Lancaster County for the term of this renewal shall not exceed \$5,000.00 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 \$13,000.00 without approval by the Public Building Commission.
- 6) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

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

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

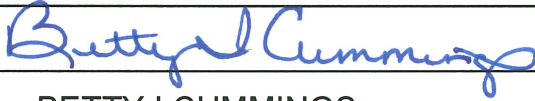
Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
Annual Services
Pre-Sort Mailing Services
Quote No. 5802
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal and Price Increase
All Needs Computer & Mailing Services Inc.**

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

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

Company Name:	ALL NEEDS COMPUTER & MAILING SERVICES, INC.
By: (Please Sign)	
By: (Please Print)	BETTY I CUMMINGS
Title:	OWNER
Company Address:	8100 SOUTH 13TH STREET
Company Phone & Fax:	402-421-1083
E-Mail Address:	BETTY@ANCMS.COM
Date:	3-29-2019
Contact Person for Orders or Service	BETTY I. CUMMINGS
Contact Phone Number:	402-421-1083

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Annual Services
Pre-Sort Mailing Services
Quote No. 5802
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal and Price Increase
All Needs Computer & Mailing Services Inc.**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
 Annual Services
 Pre-Sort Mailing Services
 Quote No. 5802
 City of Lincoln, Lancaster County and
 City of Lincoln-Lancaster County Public Building Commission
 Renewal and Price Increase
 All Needs Computer & Mailing Services Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

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

**AMENDMENT TO CONTRACT
Annual Services
Pre-Sort Mailing Services
Quote No. 5802
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal and Price Increase
All Needs Computer & Mailing Services Inc.**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Sort, postage and meter fee for metered 1 ounce 6 1/8" x 9 1/8" envelope for 1st class 3 digit automation presort rate	\$0.531

Item Notes: Unit price is per each

Supplier Notes: Postage - \$.459; meter fee - \$.03; Sortation Fee - \$.035, Fast Forward - \$.0075

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Co Mingle Rate		Postage - \$.459; meter fee - \$.03; Sortation Fee - \$.035, Fast Forward - \$.0075

2	1	EA	Sort, postage and meter fee for metered 2 ounce 6 1/8" x 9 1/8" envelope for 1st class 3 digit automation presort rate	\$0.531
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Item Notes: Unit price is per each

Supplier Notes: Postage - \$.459; meter fee - \$.03; Sortation Fee - \$.035, Fast Forward -

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Co Mingle Rate		.459 postage, meter fee - \$.03, sortation fee - \$.035, fast forward -\$.0075

3	1	EA	Sort, postage and meter fee for metered 3 ounce 6 1/8" x 9 1/8" envelope for 1st class 3 digit automation presort rate	\$0.531
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Item Notes: Unit price is per each

Supplier Notes: eliminates \$.03 per piece meter fee.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Co Mingle Rate		.459 postage, meter fee - \$.03, sortation fee - \$.035, fast forward -\$.0075

4	1	EA	Sort, postage and meter fee for 6 1/8" x 9 1/8' envelopes with the use of vendor indicia for 1st class presort at 1 ounce rate	\$0.531
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Item Notes: Unit price is per each

Supplier Notes: eliminates \$.03 per piece meter fee.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Co Mingle Rate		.459 postage, meter fee - \$.03, sortation fee - \$.035, fast forward -\$.0075

5 1 EA Sort, postage and meter fee for 6 1/8" x 9 1/8" envelopes with the use of vendor indicia for 1st class presort at 2 ounce rate \$0.531

Item Notes: Unit price is per each

Supplier Notes: eliminates \$.03 per piece meter fee.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Co Mingle Rate		.459 postage, meter fee - \$.03, sortation fee - \$.035, fast forward -\$.0075

6 1 EA Sort, postage and meter fee for 6 1/8" x 9 1/8" envelopes with the use of vendor indicia for 1st class presort at 3 ounce rate \$0.8725

Item Notes: Unit price is per each

Supplier Notes: .80 postage, meter fee - \$.03, sortation fee - \$.035, fast forward - \$.0075

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Co Mingle Rate		postage at current postal rates

7 1 EA Sort, postage and meter fee for presort using barcode at a 5 digit automation rate for 1 ounce \$0.531

Item Notes: Unit price is per each

Supplier Notes: .459 postage, meter fee - \$.03, sortation fee - \$.035, fast forward - \$.0075

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Co Mingle Rate		.459 postage, meter fee - \$.03, sortation fee - \$.035, fast forward -\$.0075

8 1 EA Sort, postage and meter fee for presort using barcode at a 5 digit automation rate for 2 ounce \$0.531

Item Notes: Unit price is per each

Supplier Notes: .459 postage, meter fee - \$.03, sortation fee - \$.035, fast forward - \$.0075

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Co Mingle Rate		.459 postage, meter fee - \$.03, sortation fee - \$.035, fast forward -\$.0075

9 1 EA Sort, postage and meter fee for presort using barcode at a 5 digit automation rate for 3 ounce \$0.6225

Item Notes: Unit price is per each

Supplier Notes: .55 postage, meter fee - \$.03, sortation fee - \$.035, fast forward - \$.0075

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Co Mingle Rate		.55 postage, meter fee - \$.03, sortation fee - \$.035, fast forward -\$.0075

10 1 EA Sort, postage and meter fee for presort letter rate with no barcode for 1 ounce. \$0.5725

Item Notes: Unit price is per each

Supplier Notes: .50 postage, meter fee - \$.03, sortation fee - \$.035, fast forward - \$.0075

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Co Mingle Rate		.50 postage, meter fee - \$.03, sortation fee - \$.035, fast forward -\$.0075

11 1 EA Sort, postage and meter fee for presort letter rate with no barcode for 2 ounce \$0.7225

Item Notes: Unit price is per each

Supplier Notes: .65 postage, meter fee - \$.03, sortation fee - \$.035, fast forward - \$.0075

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Co Mingle Rate		.65 postage, meter fee - \$.03, sortation fee - \$.035, fast forward -\$.0075

12 1 EA Sort, postage and meter fee for presort letter rate with no barcode for 3 ounce. \$0.9625

Item Notes: Unit price is per each

Supplier Notes: .89 postage, meter fee - \$.03, sortation fee - \$.035, fast forward - \$.0075

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Co Mingle Rate		.89 postage, meter fee - \$.03, sortation fee - \$.035, fast forward -\$.0075

13 1 EA Sort, postage and meter fee for Postcards \$0.4225

Item Notes: Unit price is per each

Supplier Notes: .35 postage, meter fee - \$.03, sortation fee - \$.035, fast forward - \$.0075, if we can barcode and co-mingle - postage would be \$.288 instead of \$.35

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Co Mingle Rate		if we can barcode and co-minglew - postage would be \$.288 instead of \$.35

Response Total: \$7.8921

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

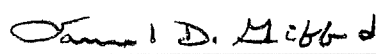
PRODUCER INSPRO Insurance P.O. Box 6847 Lincoln, NE 68506 402 483-4500	CONTACT NAME: Jace Backman	
	PHONE (A/C, No, Ext): 402-483-4500 FAX (A/C, No): 402-483-7977 E-MAIL ADDRESS: jbackman@insproins.com	
INSURED All Needs Computer & Mailing Services Inc & All Needs Computer Consulting Ser 8100 So. 13th St. Lincoln, NE 68512	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Insurance Company	NAIC # 10166
	INSURER B : Accident Fund Insurance Co of America	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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:	X		6809L004745	10/14/2018	10/14/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA9L00690A	10/14/2018	10/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP9L008387	10/14/2018	10/14/2019	EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WCV6129925	07/14/2018	07/14/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission are listed as additional insured.

CERTIFICATE HOLDER City Of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission 555 S. 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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POLICY NUMBER: 680-9L004745-18-42

EFFECTIVE DATE: 10/14/2018

ISSUE DATE: 10/15/2018

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

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

IL T0 19 02 05	COMMON POLICY DECLARATIONS
MP T0 01 02 05	BUSINESSOWNERS COVERAGE PART DECLARATIONS
IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 15 09 07	COMMON POLICY CONDITIONS

BUSINESSOWNERS

MP T0 25 02 05	SPECIAL PROVISIONS - LOSS PAYEE
CP 12 18 10 12	LOSS PAYABLE PROVISIONS
MP T1 30 02 05	TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART - DELUXE PLAN
MP T1 02 02 05	BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM
MP T3 61 10 12	BUSINESS INCOME AND EXTRA EXPENSE AT CLIENT OR VIRTUAL OFFICE PREMISES
MP T3 25 01 15	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
MP T3 35 02 05	INTERRUPTION OF COMPUTER OPERATIONS - INCREASED LIMIT
MP T3 50 11 06	EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION
MP T3 56 02 08	AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS PERSONAL PROP COV ENHANCEMENTS
MP T3 21 03 06	DENIAL OF SERVICE ATTACK - TIME ELEMENT ENDORSEMENT
CP 01 24 07 00	NEBRASKA CHANGES

COMMERCIAL GENERAL LIABILITY

CG T0 34 11 03	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01 10 01
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG D2 55 11 03	AMENDMENT OF COVERAGE - POLLUTION
CG D3 09 11 03	AMENDATORY ENDR- PRODUCTS-COMPLETED OPERATIONS HAZARD
CG D4 71 01 15	AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY
CG D0 37 04 05	OTHER INSURANCE - ADDITIONAL INSUREDS
CG D1 86 11 03	XTEND ENDORSEMENT
CG D2 03 12 97	AMEND - NON CUMULATION OF EACH OCC
CG D4 13 04 08	AMEND COVG - POLLUTION-EQUIP EXCEPTION
CG D2 56 11 03	AMENDMENT OF COVERAGE - PROPERTY DAMAGE
CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D3 26 10 11	EXCLUSION - UNSOLICITED COMMUNICATION
CG D3 56 05 14	MOBILE EQUIPMENT REDEFINED - EXCLUSION OF VEHICLES SUBJECT TO MOTOR VEHICLE LAWS
CG D4 21 07 08	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS
CG D6 18 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Damage To Premises Rented To You Extension <ul style="list-style-type: none"> • Perils of fire, explosion, lightning, smoke, water • Limit increased to \$300,000 C. Blanket Waiver of Subrogation D. Blanket Additional Insured– Managers or Lessors of Premises E. Blanket Additional Insured – Lessor of leased Equipment F. Incidental Medical Malpractice G. Personal Injury – Assumed by Contract H. Extension of Coverage – Bodily Injury | <ul style="list-style-type: none"> I. Injury to Co-Employees and Co-Volunteer Workers J. Aircraft Chartered with Crew K. Non-Owned Watercraft – Increased from 25 feet to 50 feet L. Increased Supplementary Payments <ul style="list-style-type: none"> • Cost for bail bonds increased to \$2,500 • Loss of earnings increased to \$500 per day M. Knowledge and Notice of Occurrence or Offense N. Unintentional Omission O. Reasonable Force – Bodily Injury or Property Damage |
|--|--|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:
 The person or organization named in Item 1. of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.
2. **WHO IS AN INSURED (Section II) Item 4.a.** is deleted and replaced by the following:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.
3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

1. The last paragraph of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages)** is deleted and replaced by the following:
 Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Fire;
 - b. Explosion;
 - c. Lightning;
 - d. Smoke resulting from such fire, explosion, or lightning; or
 - e. Water.
 A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.
2. This insurance does not apply to damage to premises while rented to you, or temporarily

COMMERCIAL GENERAL LIABILITY

occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Part 6. of LIMITS OF INSURANCE (Section II) is deleted and replaced by the following:

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

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

- a. \$300,000; or
 - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
4. Under DEFINITIONS (Section V), Paragraph a. of the definition of "insured contract" is amended so that it does not include that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
- a. Fire;
 - b. Explosion;
 - c. Lightning;
 - d. Smoke resulting from such fire, explosion, or lightning; or
 - e. Water.
5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is excluded by endorsement.

C. BLANKET WAIVER OF SUBROGATION

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

D. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

- 1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
- 2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after you cease to be a tenant in that premises;
 - b. Any premises for which coverage is excluded by endorsement; or
 - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- 3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

E. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with



COMMERCIAL GENERAL LIABILITY

whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such additional insured, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after the equipment lease expires; or
 - b. "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. INCIDENTAL MEDICAL MALPRACTICE

1. The definition of "bodily injury" in DEFINITIONS (Section V) is amended to include "Incidental Medical Malpractice Injury".
2. The following definition is added to DEFINITIONS (Section V):

"Incidental medical malpractice injury" means bodily injury, mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- c. First aid.
- d. "Good Samaritan services". As used in this Provision F., "Good Samaritan services" are those medical services rendered or provided in an emergency and

for which no remuneration is demanded or received.

3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section I) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):
(This insurance does not apply to:) Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.
5. For the purposes of determining the applicable limits of insurance, any act or omission, together with all related acts or omissions in the furnishing of the services described in paragraph 2. above to any one person, will be considered one "occurrence".
6. This Provision F. does not apply if you are in the business or occupation of providing any of the services described in paragraph 2. above.
7. The insurance provided by this Provision F. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

G. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The **Contractual Liability** Exclusion in Part 2., **Exclusions** of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Contractual Liability

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for

COMMERCIAL GENERAL LIABILITY

damages that the insured would have in the absence of the contract of agreement.

- 2. Subparagraph f. of the definition of "insured contract" (DEFINITIONS - Section V) is deleted and replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

- 3. This Provision G. does not apply if COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is excluded by endorsement.

H. EXTENSION OF COVERAGE - BODILY INJURY

The definition of "bodily injury" (DEFINITIONS - Section V) is deleted and replaced by the following:

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

I. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

- 1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

- 3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of WHO IS AN INSURED (Section II) do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

J. AIRCRAFT CHARTERED WITH CREW

- 1. The following is added to the exceptions contained in the Aircraft, Auto Or Watercraft Exclusion in Part 2., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages): (This exclusion does not apply to:) Aircraft chartered with crew to any insured.
2. This Provision J. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision J. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

K. NON-OWNED WATERCRAFT

- 1. The exception contained in Subparagraph (2) of the Aircraft, Auto Or Watercraft Exclusion in Part 2., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is deleted and replaced by the following:
(2) A watercraft you do not own that is:
(a) Fifty feet long or less; and
(b) Not being used to carry persons or property for a charge;
2. This Provision K. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
3. The insurance provided by this Provision K. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

L. INCREASED SUPPLEMENTARY PAYMENTS

Parts b. and d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (Section I - Coverages) are amended as follows:

- 1. In Part b. the amount we will pay for the cost of bail bonds is increased to \$2500.



2. In Part **d.** the amount we will pay for loss of earnings is increased to \$500 a day.

M. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

2. Notice shall be deemed prompt if given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.
3. However, this Provision M. does not apply as respects the specific number of days within

which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" which causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

N. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Provision N. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

O. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The **Expected Or Intended Injury** Exclusion in Part 2., **Exclusions** of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Expected or Intended Injury or Damage

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

POLICY NUMBER: BA-9L00690A-18-42-G

COMMERCIAL AUTO
ISSUE DATE: 11-13-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

CITY OF LINCOLN, LANCASTER
COUNTY, LINCOLN-LANCASTER CO.
PUBLIC BUILDING COMMISSION

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Cov-

ered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



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 &/OR LANCASTER
COUNTY &/OR CITY OF LINCOLN/

LANCASTER COUNTY PUBLIC
BUILDING COMMISSION
555 SOUTH 10TH STREET
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.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____