

AMENDMENT TO CONTRACT
Inspection, Testing and Maintenance of Fire Sprinklers
Bid No. 18-102
City of Lincoln and Lancaster County
Additional Services
Mahoney Fire Sprinkler, Inc.

This Amendment is hereby entered into by and between Mahoney Fire Sprinkler, Inc., 5004 S. 110th St., Omaha, NE 68137 (hereinafter "Contractor") and City of Lincoln and Lancaster County, (hereinafter "Owners"), for the purpose of amending the Contract dated July 12, 2018, executed under City Resolution No. A-91119, and County Contract C-18-0285, dated June 19, 2018 for Inspection, Testing and Maintenance of Fire Sprinklers, Bid No. 18-102, which is made a part hereof by this reference.

WHEREAS, the parties hereby amend the contract to add additional services for various City locations as per Attachment A; and

WHEREAS, the parties hereby amend the contract to add additional services for a County location as per Attachment B; and

WHEREAS the expenditures for the City of Lincoln is estimated to be \$1,500.00 for the remainder of the current contract term without prior approval by the City of Lincoln; and

WHEREAS the expenditures for Lancaster County is estimated to be \$400.00 for the remainder of the current contract term without prior approval by the Lancaster County Board of Commissioners; and

WHEREAS, the revised contract total with the additional services for the City of Lincoln is estimated to be \$25,780.00; and

WHEREAS, the revised contract total with the expenditure increase for Lancaster County is estimated to be \$10,400.00; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Resolution No. A-91119 and County Contract No. C-18-0285, and stated herein the parties agree as follows:

- 1) The parties hereby amend the contract to add additional services for various City locations as per Attachment A.
- 2) The parties hereby amend the contract to add additional services for a County location as per Attachment B.
- 3) The expenditures for the City of Lincoln is estimated to be \$1,500.00 for the remainder of the current contract term without prior approval by the City of Lincoln.
- 4) The expenditures for Lancaster County is estimated to be \$400.00 for the remainder of the current contract term without prior approval by the Lancaster County Board of Commissioners.
- 5) The revised contract total with the additional services for the City of Lincoln is estimated to be \$25,780.00.
- 6) The revised contract total with the expenditure increase for Lancaster County is estimated to be \$10,400.00.
- 7) All other terms of the Contract, not in conflict with this Amendment, shall remain in full 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

Vendor Signature Page

AMENDMENT TO CONTRACT
Inspection, Testing and Maintenance of Fire Sprinklers
Bid No. 18-102
City of Lincoln and Lancaster County
Additional Services
Mahoney Fire Sprinkler, 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:	Mahoney Fire Sprinkler, Inc.
By: (Please Sign)	Bob Mahoney
By: (Please Print)	Bob Mahoney
Title:	President
Company Address:	5004 S. 110 th Street, Omaha, NE 68135
Company Phone & Fax:	402-553-1221 & 402-553-4545
E-Mail Address:	Melissa@mahoneyfiresprinkler.com
Date:	5-3-19
Contact Person for Orders or Service	Jeff Barnes or Melissa Kinball
Contact Phone Number	402-306-8312 or 402-553-1221

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Inspection, Testing and Maintenance of Fire Sprinklers
Bid No. 18-102
City of Lincoln and Lancaster County
Additional Services
Mahoney Fire Sprinkler, Inc.**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Inspection, Testing and Maintenance of Fire Sprinklers
Bid No. 18-102
City of Lincoln and Lancaster County
Additional Services
Mahoney Fire Sprinkler, Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

Mahoney Fire Sprinkler, Inc.

5004 S. 110th Street | Omaha, NE 68137

Phone (402) 553-1221 | Fax (402) 553-4545

April 30, 2019

Bennett Martin Public Library
Attn: Julee Hammer
136 S. 14th Street
Lincoln, NE 68508

Phone: (402) 441-8511
Email: jhammer@lincoln.ne.gov

Location: Bennett Martin Public Library – 136 S. 14th Street, Lincoln, NE 68508
Scope of Work: 5 Year Internal Pipe Inspection & Sprinkler Head Testing

This agreement to inspect and/or test the fire protection systems, as noted below, is made between Mahoney Fire Sprinkler, Inc., and Bennett Martin Public Library (Subscriber).

Scope: Mahoney Fire Sprinkler, Inc. proposes, subject to Terms & Conditions, stated herein, to inspect and test the equipment and devices noted in accordance with the National Fire Protection Association-NFPA 25, Nebraska State Fire Marshal and the recommendations of the manufacturer.

Our Price Includes:

- Drain fire sprinkler system; system will be returned to service when the work is complete
- Static and residual testing; tagging of all risers – 1 wet type fire sprinkler system
- Replacement of riser gauges and visual inspection of system piping alarms
- NFPA 25 “5 year” performed on all systems
- Remove (4) 1967 Viking fire sprinkler heads for compliance testing
- Replace (4) fire sprinkler heads removed for testing with new
- Package and ship sprinkler heads to compliance laboratory for testing and results report

Five-Year Maintenance & Internal Pipe Inspection includes:

Internal obstruction investigation, check valve cleaning & replacement of 2 gauges

Price and Terms of Payment: Subscriber shall pay to Mahoney Fire Sprinkler, Inc., in full, within 30 days after the inspection is completed the sum of: Seven Hundred Dollars (\$700.00). This price is for the equipment, service and frequency of service mentioned above. If additional equipment is added after the date of this agreement, the price will be changed to include the additional equipment.

Please Note:

- Please allow up to 14 days for compliance testing to be completed. Also, the above cost is only valid if the work is done together/at the same time.
- This price is valid for 30 days. If accepting this proposal after 30 days, please contact our office.

Please call if you have any questions.

Sincerely,
Mahoney Fire Sprinkler, Inc.

Jeff Barnes

Jeff Barnes
Service Manager

Accepted by: _____

Title: _____

Date: _____

Mahoney Fire Sprinkler, Inc.

5004 S. 110th Street | Omaha, NE 68137

Phone (402) 553-1221 | Fax (402) 553-4545

April 30, 2019

Walt Branch Library
Attn: Julee Hammer
6701 S. 14th Street
Lincoln, NE 68512

Phone: (402) 441-8511
Email: jhammer@lincoln.ne.gov

Location: Walt Branch Library – 6701 S. 14th Street, Lincoln, NE 68512

Scope of Work: Fire Sprinkler Inspection (5 Year Internal Pipe Inspection)

This agreement to inspect and/or test the fire protection systems, as noted below, is made between Mahoney Fire Sprinkler, Inc., and Walt Branch Library (Subscriber).

Scope: Mahoney Fire Sprinkler, Inc. proposes, subject to Terms & Conditions, stated herein, to inspect and test the equipment and devices noted in accordance with the National Fire Protection Association-NFPA 25, Nebraska State Fire Marshal and the recommendations of the manufacturer.

Our Price Includes:

- Static and residual testing
- Tagging of all risers – 1 wet fire sprinkler sytem
- Replacement of riser gauges
- Visual inspection of system piping alarms
- NFPA 25 “5 year” performed on all systems

Five-Year Maintenance & Internal Pipe Inspection includes:

Internal obstruction investigation, check valve cleaning & replacement of 2 gauges

Price and Terms of Payment: Subscriber shall pay to Mahoney Fire Sprinkler, Inc., in full, within 30 days after the inspection is completed the sum of: **Four Hundred Dollars (\$400.00)**. This price is for the equipment, service and frequency of service mentioned above. If additional equipment is added after the date of this agreement, the price will be changed to include the additional equipment.

Please Note:

- This price is valid for 30 days. If accepting this proposal after 30 days, please contact our office.

Please call if you have any questions.

Sincerely,
Mahoney Fire Sprinkler, Inc.

Jeff Barnes

Jeff Barnes
Service Manager

Accepted by: _____

Title: _____

Date: _____

Mahoney Fire Sprinkler, Inc.

5004 S. 110th Street | Omaha, NE 68137

Phone (402) 553-1221 | Fax (402) 553-4545

April 30, 2019

Eiseley Branch Library
Attn: **Julee Hammer**
1530 Superior Street
Lincoln, NE 68521

Phone: (402) 441-8511
Email: jhammer@lincoln.ne.gov

Location: Eiseley Branch Library – 1530 Superior Street, Lincoln, NE 68521
Scope of Work: Fire Sprinkler Inspection (5 Year Internal Pipe Inspection)

This agreement to inspect and/or test the fire protection systems, as noted below, is made between **Mahoney Fire Sprinkler, Inc.**, and **Eiseley Branch Library** (Subscriber).

Scope: Mahoney Fire Sprinkler, Inc. proposes, subject to Terms & Conditions, stated herein, to inspect and test the equipment and devices noted in accordance with the National Fire Protection Association-NFPA 25, Nebraska State Fire Marshal and the recommendations of the manufacturer.

Our Price Includes:

- Static and residual testing
- Tagging of all risers – 1 wet fire sprinkler sytem
- Replacement of riser gauges
- Visual inspection of system piping alarms
- NFPA 25 “5 year” performed on all systems

Five-Year Maintenance & Internal Pipe Inspection includes:

Internal obstruction investigation, check valve cleaning & replacement of 2 gauges

Price and Terms of Payment: Subscriber shall pay to Mahoney Fire Sprinkler, Inc., in full, within 30 days after the inspection is completed the sum of: **Four Hundred Dollars (\$400.00)**. This price is for the equipment, service and frequency of service mentioned above. If additional equipment is added after the date of this agreement, the price will be changed to include the additional equipment.

Please Note:

- This price is valid for 30 days. If accepting this proposal after 30 days, please contact our office.

Please call if you have any questions.

Sincerely,
Mahoney Fire Sprinkler, Inc.

Jeff Barnes

Jeff Barnes
Service Manager

Accepted by: _____

Title: _____

Date: _____

Mahoney Fire Sprinkler, Inc.

5004 S. 110th Street | Omaha, NE 68137

Phone (402) 553-1221 | Fax (402) 553-4545

April 29, 2019

Lancaster County DMV

Attn: **Dee Adams**

625 N. 46th Street

Lincoln, NE 68503

Phone: (402) 441-8286

Email: dadams@lancaster.ne.gov

Location: Lancaster County DMV – 625 N. 46th Street, Lincoln, NE 68503

Scope of Work: Fire Sprinkler Inspection (5 Year Internal Pipe Inspection)

This agreement to inspect and/or test the fire protection systems, as noted below, is made between **Mahoney Fire Sprinkler, Inc.**, and **Lancaster County DMV** (Subscriber).

Scope: Mahoney Fire Sprinkler, Inc. proposes, subject to Terms & Conditions, stated herein, to inspect and test the equipment and devices noted in accordance with the National Fire Protection Association - NFPA 25, Nebraska State Fire Marshal and the recommendations of the manufacturer.

Our Price Includes:

- Static and residual testing
- Tagging of all risers – 1 wet fire sprinkler system
- Replacement of riser gauges
- Visual inspection of system piping alarms
- NFPA 25 “5 year” performed on all systems

Five-Year Maintenance & Internal Pipe Inspection includes:

Internal obstruction investigation, check valve cleaning & replacement of 2 gauges

Price and Terms of Payment: Subscriber shall pay to Mahoney Fire Sprinkler, Inc., in full, within 30 days after the inspection is completed the sum of: **Four Hundred Dollars (\$400.00)**. This price is for the equipment, service and frequency of service mentioned above. If additional equipment is added after the date of this agreement, the price will be changed to include the additional equipment.

Please Note:

- This price is valid for 30 days. If accepting this proposal after 30 days, please contact our office.

Please call if you have any questions.

Sincerely,

Mahoney Fire Sprinkler, Inc.

Accepted by: _____

Jeff Barnes

Title: _____

Jeff Barnes

Service Manager

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2019

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

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

PRODUCER The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: PHONE (A/C, No, Ext): 402-861-7000		FAX (A/C, No):
	E-MAIL ADDRESS: michelle.schrilla@hakco.com		
INSURED MAH24348 Mahoney Fire Sprinkler, Inc. 5004 S 110th Street Omaha NE 68137		INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Property Casualty of America	NAIC # 25674
		INSURER B : Travelers Indemnity Co.	25658
		INSURER C : Charter Oak Fire Insurance Co.	25615
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 427429927

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$ 5,000 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		DTCO6G424010COF19	1/1/2019	1/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA3L0204331926	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP9H4049031926	1/1/2019	1/1/2020	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB9J5626481926G	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission are additional insured for general liability and auto liability if required by written contract executed prior to loss. Waiver of Subrogation applies for workers compensation if required by written contract executed prior to loss. The general liability, auto liability and workers compensation policies have been endorsed to provide 30 days notice of cancellation.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln Lancaster County Lincoln-Lancaster County Public Building Commission 555 S. 10th Street Lincoln NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: DT-CO-6G424010-COF-19

EFFECTIVE DATE: 01-01-19

ISSUE DATE: 01-09-19

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

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

IL TO 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL TO 01 01 07	COMMON POLICY CONDITIONS
IL TO 03 04 96	LOCATION SCHEDULE
IL T8 03	GENERAL PURPOSE ENDORSEMENT

GENERAL LIABILITY - CONTRACTORS

CG TO 01 11 03	COML GENERAL LIABILITY COV PART DEC
CG D3 05 07 08	DEDUCTIBLE LIABILITY INSURANCE
CG TO 07 09 87	DECLARATIONS PREMIUM SCHEDULE
CG TO 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG TO 34 11 03	TABLE OF CONTENTS
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COV FORM
CG D4 20 07 08	AMEND OTHER INS COND MEAN OTHER INS/INSR
CG D4 71 01 15	AMEND COVERAGE B - PERS & ADV INJURY
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC
CG D2 11 01 04	DESIGNATED PROJECT(S) GEN AGGR LIMIT
CG D2 46 08 05	BLANKET ADDITIONAL INSURED (CONTRACTORS)
CG D2 47 08 05	ADDITIONAL INSURED (CONTRACTORS)
CG D3 16 11 11	CONTRACTORS XTEND ENDORSEMENT
CG D2 43 01 02	FUNGI OR BACTERIA EXCLUSION
CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D2 93 11 03	EXCL-CONSTRUCT MANAGE ERRORS & OMISSIONS
CG D3 22 01 04	EXCLUSION-SUITS BY ONE NAMED INSURED
CG D3 26 10 11	EXCLUSION - UNSOLICITED COMMUNICATION
CG D3 56 05 14	MOBILE EQUIP REDEFINED-EXCL OF VEHICLES
CG D3 91 08 13	EXCL-PROJ SUBJ TO WRAP-UP-LTD EXCEPTIONS
CG D5 46 10 11	EXCL - ARCHITECT/ENG/SURVEY PROF SERV
CG D6 18 10 11	EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
CG D7 46 01 15	EXCL-ACCESS OR DISCL OF CONF/PERS INFO
CG D0 76 06 93	EXCLUSION-LEAD
CG D1 42 01 99	EXCLUSION-DISCRIMINATION
CG D2 04 12 17	EXCL-EXTERIOR INSULATION & FINISH SYSTEM
CG D2 40 09 15	EXCLUSION -SILICA OR SILICA-RELATED DUST
CG D2 42 01 02	EXCLUSION WAR
CG T3 20 11 03	EXCL-ALL POLLUTION INJURY OR DAMAGE
CG T4 78 02 90	EXCLUSION-ASBESTOS
CG T4 81 11 88	EXC-HAZARD-CONNECTED DESIGNATED EXPOSURE
CG TO 09 09 93	EMPLOYEE BENEFITS LIAB COV PART DEC
CG TO 43 01 16	EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 01 16	EMPLOYEE BENEFITS LIABILITY COV FORM



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

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:



COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

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

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

POLICY NUMBER: BA-3L020433-19-26-G

EFFECTIVE DATE: 01/01/2019

ISSUE DATE: 01/08/2019

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

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

IL T0 02 11 89 COMMON POLICY DECLARATIONS
IL T8 01 01 01 FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 01 07 COMMON POLICY CONDITIONS

COMMERCIAL AUTO

CA T0 01 02 15 BA- COVERAGE PART DECS (ITEMS 1 & 2)
CA T0 02 02 15 BUSINESS AUTO COVERAGE PART DECLARATIONS (ITEM 3)
CA T0 03 02 15 BUS AUTO COV PART DECLARATIONS-4&5
CA T0 30 02 16 BUSINESS AUTO/MC COV PART-UM SUPPL SCHD
CA T0 31 02 15 TABLE OF CONTENTS-BUSINESS AUTO COV FORM
CA 00 01 10 13 BUSINESS AUTO COVERAGE FORM
CA 01 56 11 13 NEBRASKA CHANGES
CA 20 01 10 13 LESSOR - ADDITIONAL INSURED AND LOSS PAYEE
CA 21 70 10 13 NEBRASKA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE
CA 99 35 11 13 Nebraska Auto Medical Payments Coverage
CA T4 52 02 16 SHORT TERM HIRED AUTO - ADDITIONAL INSURED AND LOSS
PAYEE
CA T4 59 02 15 AMENDMENT OF EMPLOYEE DEFINITION
CA T4 74 02 16 BLANKET ADDITIONAL INSURED - PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE
CA T3 53 02 15 BUSINESS AUTO EXTENSION ENDORSEMENT
CA 02 21 12 17 NEBRASKA CHANGES - CANCELLATION
CA T8 01 01 19 DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY
US
CA T4 45 04 09 LOSS PAYABLE CLAUSE

INTERLINE ENDORSEMENTS

IL T4 05 03 11 DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY
US
IL T4 12 03 15 AMNDT COMMON POLICY COND-PROHIBITED COVG
IL 00 21 05 02 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD
FORM)
IL T0 10 12 86 LENDER'S CERTIFICATE OF INSURANCE - FORM A



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
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PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

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

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

C. EMPLOYEE HIRED AUTO

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

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

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-9J562648-19-26-G

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.
INCLUDING:
INCLUDING CITY OF LINCOLN LANCASTER COUNTY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION 555 SO. 10TH STREET LINCOLN, NE 68508

