

AMENDMENT TO CONTRACT
Unit Price
Tree Trimming and Removal Services
Bid No. 18-066
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
New Heights Tree Service

This Amendment is hereby entered into by and between New Heights Tree Service, 13801 W. Panama, Crete, NE 68333 (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 July 11, 2018, executed under City Executive Order No. 92033, and County Contract C-18-0382, dated July 10, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on July 10, 2018, for Unit Price - Tree Trimming and Removal Services, Bid No. 18-066, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is July 20, 2018 through July 19, 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 July 20, 2019 through July 19, 2020; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$108,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$22,000.00 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 \$2,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 92033 and County Contract C-18-0382, 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 July 20, 2019 through July 19, 2020
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$108,000.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$22,000.00 without approval by the Lancaster County Board.
- 4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$2,000.00 without approval by the Public Building Commission.
- 5) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

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

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

Vendor Signature Page

City of Lincoln Signature Page

Lancaster County Signature Page

City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
Unit Price
Tree Trimming and Removal Services
Bid No. 18-066
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
New Heights Tree Service**

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

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

Company Name:	NEW HEIGHTS Tree Service
By: (Please Sign)	<i>Mike A. Bodfield</i>
By: (Please Print)	Mike A Bodfield
Title:	Owner
Company Address:	13801 W Panama Rd Crete NE
Company Phone & Fax:	402-440-7672
E-Mail Address:	Bodfm07@GMAIL.COM
Date:	7-9-19
Contact Person for Orders or Service	Mike
Contact Phone Number:	402-418-4998

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Unit Price
Tree Trimming and Removal Services
Bid No. 18-066
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
New Heights Tree Service**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Leirion Gaylor Baird, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Unit Price
Tree Trimming and Removal Services
Bid No. 18-066
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
New Heights Tree Service**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

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

**AMENDMENT TO CONTRACT
Unit Price
Tree Trimming and Removal Services
Bid No. 18-066
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
New Heights Tree Service**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/19

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 Michael Kastens c/o FBL Financial Group Inc. 2455 Pine Lake Rd Ste 100 Lincoln, NE 68512	CONTACT NAME: Michael Kastens PHONE (A/C, No. Ext): (402) 420-7453 FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: Farm Bureau Property & Casualty Insurance Company</td> <td style="border: none;">13773</td> </tr> <tr> <td style="border: none;">INSURER B:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Farm Bureau Property & Casualty Insurance Company	13773	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Farm Bureau Property & Casualty Insurance Company	13773														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED NEW HEIGHTS TREE SERVICE LLC 13801 W PANAMA RD CRETE, NE 68333-3345															

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CPP6007703	05/11/2019	05/11/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
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/A	6JUB-1K2396-6-18	06/28/2019	06/28/2020	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission are listed as Additional Insured CG 20 10.

CERTIFICATE HOLDER City of Lincoln/ Lancaster County City of Linc/Lancaster Cty Public Bldg Comm. 555 South 10th Street Lincoln, NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael Kastens</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF LINCOLN/LANCASTER CNTY PUBLIC BLDG COMMISSION 555 S 10TH ST LINCOLN NE 68508	VARIOUS LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

THE CITY OF LINCOLN/LANCASTER
CNTY PUBLIC BLDG COMMISSION
555 S 10TH ST
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 06/28/2019

Policy No. 4N440742

Endorsement No. 001

Insured NEW HEIGHTS TREE SERVICE LLC

Premium \$

Travelers Insurance Company
Insurance Company

Countersigned by _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2019

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PRODUCER Chris Conrad State Farm Agency PO BOX 262 Crete, NE 68333	CONTACT NAME: Chris Conrad PHONE (A/C, No, Ex): 4028265000 E-MAIL ADDRESS: chris.conrad.capm@statefarm.com	FAX (A/C, No): 4028263315
	INSURER(S) AFFORDING COVERAGE	
INSURED New Heights Tree Service LLC 13801 W Panama Rd. Crete, NE 68333	INSURER A: State Farm Mutual Automobile Insurance Company	NAIC # 25178
	INSURER B:	
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			ENOL 0377712d2127 1112802f0727	05/02/2019 04/21/2019 05/07/2019	11/02/2019 10/21/2019 12/07/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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 listed as additional insured.

CERTIFICATE HOLDER City of Lincoln, Lancaster County, 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 <i>Abbie Slater</i>
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DECLARATIONS PAGE

NAMED INSURED 00059 27-7112-2 B A

000004 0058
NEW HEIGHTS TREE SERVICE LLC
13801 W PANAMA RD
CRETE NE 68333-3345

POLICY NUMBER 111 2802-F07-27C
POLICY PERIOD JUN 07 2019 to DEC 07 2019
12:01 A.M. Standard Time

STATE FARM PAYMENT PLAN NUMBER
1109629806

AGENT
CHRIS J CONRAD INS AGENCY INC
1260 QUINCE AVE
CRETE, NE 68333-2163

PHONE: (402)826-5000

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID. NUMBER	CLASS
2003	CHEVROLET	C4C042	STK TRK	1GBC4E11X3F501733	Commercial

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage Bodily Injury Limits Each Person, Each Accident \$1,000,000 \$1,000,000 Property Damage Limit Each Accident \$1,000,000	\$144.80
C	Medical Payments Coverage Limit - Each Person \$5,000	\$6.16
D	Comprehensive Coverage - \$250 Deductible	\$95.58
G	Collision Coverage - \$250 Deductible	\$78.98
U	Uninsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$100,000 \$300,000	\$4.08
W	Underinsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$100,000 \$300,000	\$14.96
Total premium for JUN 07 2019 to DEC 07 2019.		\$344.56 This is not a bill.

IMPORTANT MESSAGES

Replaced policy number 1112802-27B.

EXCEPTIONS, POLICY BOOKLET & ENDORSEMENTS (See policy booklet & individual endorsements for coverage details.)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET - FORM 9827A, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU WITH ANY SUBSEQUENT RENEWAL NOTICE.
6028BJ ADDITIONAL INSURED (PRIOR NOTICE OF TERMINATION)-CITY OF LINCOLN, LANCASTER CTY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION, 555 S 10TH ST, LINCOLN NE 68508-2803.
6018CU COMMERCIAL VEHICLE.
6030FW BUSINESS NAMED INSURED.
6128BS AMENDATORY ENDORSEMENT.
6927A.2 AMENDATORY ENDORSEMENT.

Agent: CHRIS J CONRAD INS AGENCY INC

Telephone: (402)826-5000

Prepared JUL 05 2019 7112-B38

State Farm Mutual Automobile Insurance Company

2702 Ireland Grove Road
Bloomington, IL 61709-0001

R 10838-2-B MATCH 00030 MUTL VOL

DECLARATIONS PAGE

NAMED INSURED 00030 27-7112-2 B A
000002 0058

NEW HEIGHTS TREE SERVICE LLC
13801 W PANAMA RD
CRETE NE 68333-3345

POLICY NUMBER 037 7712-D21-27G
POLICY PERIOD APR 21 2019 to OCT 21 2019
12:01 A.M. Standard Time

STATE FARM PAYMENT PLAN NUMBER
0380972106

AGENT

CHRIS J CONRAD INS AGENCY INC
1260 QUINCE AVE
CRETE, NE 68333-2163



PHONE: (402)826-5000

**DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSE D.**

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID. NUMBER	CLASS
1996	INTERNATL	4700	BOX	1HTSCABMXTH279861	Commercial

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage Bodily Injury Limits Each Person, Each Accident \$1,000,000 \$1,000,000 Property Damage Limit Each Accident \$1,000,000	\$147.82
C	Medical Payments Coverage Limit - Each Person \$10,000	\$8.69
D	Comprehensive Coverage - \$250 Deductible	\$100.93
G	Collision Coverage - \$250 Deductible	\$73.79
U	Uninsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$50,000 \$100,000	\$3.54
W	Underinsured Motor Vehicle Coverage Bodily Injury Limits Each Person, Each Accident \$50,000 \$100,000	\$7.44
Total premium for APR 21 2019 to OCT 21 2019.		\$342.21 This is not a bill.

IMPORTANT MESSAGES

Replaced policy number 0377712-27F.

EXCEPTIONS, POLICY BOOKLET & ENDORSEMENTS (See policy booklet & individual endorsements for coverage details.)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET -
FORM 9827A, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU
WITH ANY SUBSEQUENT RENEWAL NOTICE.
6028BJ ADDITIONAL INSURED (PRIOR NOTICE OF TERMINATION)-CITY OF LINCOLN,
LANCASTER COUNTY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMM, 555 S 10TH
ST, LINCOLN NE 68508-2803.
6018CU COMMERCIAL VEHICLE.
6030FW BUSINESS NAMED INSURED.
6128BS AMENDATORY ENDORSEMENT.
6927A 2 AMENDATORY ENDORSEMENT.
EXCEPTION TO GENERAL TERM #11 - WAIVER OF SUBROGATION WITH RESPECT TO
COVERAGE "A" ONLY IN FAVOR OF NEBRASKA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION DIVISION-INSURANCE SECTION.

Agent: CHRIS J CONRAD INS AGENCY INC

Telephone: (402)826-5000

Prepared JUL 09 2019

7112-B38

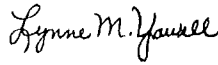
See Reverse Side

This policy is issued by State Farm Mutual Automobile Insurance Company.

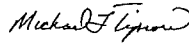
MUTUAL CONDITIONS

1. **Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
2. **No Contingent Liability.** This policy is non-assessable.
3. **Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.



Secretary



President

6030FW BUSINESS NAMED INSURED

This endorsement is a part of the policy. Because of the type of named insured shown on the Declarations Page of this policy and the changes made below, all references to *resident relatives* and *non-owned cars* in the policy are deleted. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. DEFINITIONS

You or *Your* is changed to read:

You or *Your* means the named insured or named insureds shown on the Declarations Page.

2. LIABILITY COVERAGE

a. Additional Definition

Insured is changed to read:

Insured means:

1. *you* for:

a. the ownership, maintenance, or use of:

- (1) *your car*;
- (2) a *newly acquired car*, or
- (3) a *trailer*; and

b. the maintenance or use of a *temporary substitute car*;

2. any *person* for his or her use of:

- a. *your car*;
- b. a *newly acquired car*;
- c. a *temporary substitute car*, or
- d. a *trailer* while attached to a *car* described in a., b., or c. above.

Such vehicle must be used within the scope of *your* consent; and

3. any other *person* or organization vicariously liable for the use of a vehicle by an *insured* as defined

in 1. or 2. above, but only for such vicarious liability. This provision applies only if the vehicle is:

- a. neither *owned by*, nor hired by, that other *person* or organization; and
- b. neither available for, nor being used for, carrying *persons* for a charge.

Insured does not include the United States of America or any of its agencies.

b. Exclusions

(1) Exclusion 4. is changed to read:

4. FOR **BODILY INJURY TO THAT *INSURED'S* FELLOW EMPLOYEE WHILE THE FELLOW EMPLOYEE IS IN THE COURSE AND SCOPE OF HIS OR HER EMPLOYMENT;**

(2) Exclusion 7. is changed to read:

7. WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT *INSURED'S* EMPLOYMENT IN OR ENGAGEMENT OF ANY KIND IN A **CAR BUSINESS**. IF OTHER LIABILITY COVERAGE WITH LIMITS OF LIABILITY AT LEAST EQUAL TO THE

LIMITS REQUIRED BY THE WISCONSIN FINANCIAL RESPONSIBILITY ACT APPLIES AS PRIMARY, EXCESS OR CONTINGENT COVERAGE. IF NO OTHER LIABILITY COVERAGE APPLIES, THIS POLICY WILL APPLY ONLY UP TO THE LIABILITY LIMITS REQUIRED BY THE FINANCIAL RESPONSIBILITY ACT. This exclusion does not apply to:

- a. *you*; or
- b. any of *your* agents, employees, or business partners

while maintaining or using *your car*, a *newly acquired car*, a *temporary substitute car*, or a *trailer owned by you*;

(3) The following exclusion is added:

THERE IS NO COVERAGE FOR AN *INSURED* FOR DAMAGES RESULTING FROM:

- 1. THE HANDLING OF PROPERTY BEFORE IT IS MOVED FROM THE PLACE WHERE IT IS ACCEPTED BY THE *INSURED* FOR MOVEMENT INTO OR ONTO A VEHICLE FOR WHICH THE *INSURED* IS PROVIDED LIABILITY COVERAGE BY THIS POLICY;
- 2. THE HANDLING OF PROPERTY AFTER IT IS MOVED FROM THE

VEHICLE DESCRIBED IN 1. ABOVE TO THE PLACE WHERE IT IS FINALLY DELIVERED BY THE *INSURED*; OR

- 3. THE MOVEMENT OF PROPERTY BY MEANS OF A MECHANICAL DEVICE, OTHER THAN A HAND TRUCK, THAT IS NOT ATTACHED TO THE VEHICLE DESCRIBED IN 1. ABOVE.

3. MEDICAL PAYMENTS COVERAGE

a. Additional Definitions

Insured is changed to read:

Insured means any *person* while *occupying*:

- 1. *your car*;
- 2. a *newly acquired car*;
- 3. a *temporary substitute car*; or
- 4. a *trailer* while attached to a *car* described in 1., 2., or 3. above.

Such vehicle must be used within the scope of *your* consent.

b. Exclusions

- (1) Exclusion 1. is deleted.
- (2) Exclusion 4. is changed to read:
 - 4. THERE IS NO COVERAGE FOR AN *INSURED* WHO IS *OCCUPYING* A VEHICLE WHILE IT IS:
 - a. MADE AVAILABLE; OR
 - b. BEING USED TO CARRY *PERSONS* FOR A CHARGE;
- (3) Exclusion 5. is changed to read:



5. WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT *INSURED'S* EMPLOYMENT IN OR ENGAGEMENT OF ANY KIND IN A *CAR BUSINESS*. This exclusion does not apply to any of *your*:

- a. agents;
- b. employees; or
- c. business partners

while maintaining or using *your car*, a *newly acquired car*, a *temporary substitute car*, or a *trailer owned by you*;

(4) Exclusions 7. and 9. are deleted.

4. UNINSURED MOTOR VEHICLE COVERAGE and UNDERINSURED MOTOR VEHICLE COVERAGE

a. Additional Definitions

Insured is changed to read:

Insured means:

1. any *person* while *occupying*:
 - a. *your car*;
 - b. a *newly acquired car*; or
 - c. a *temporary substitute car*.

Such vehicle must be used within the scope of *your* consent.

Such *person occupying* a vehicle used to carry *persons* for a charge is not an *insured*; and

2. *you* or any *person* entitled to recover compensatory damages as a result of *bodily injury* to an *insured* defined in item 1. above.

b. Exclusions

Exclusion 2. is deleted.

5. PHYSICAL DAMAGE COVERAGES

Additional Definitions

- a. *Covered Vehicle* is changed to read:

Covered Vehicle means:

1. *your car*;
2. a *newly acquired car*;
3. a *temporary substitute car*; and
4. a camper that is designed to be mounted on a pickup truck and is shown on the Declarations Page;

including its parts and its equipment that are common to the use of the vehicle as a vehicle. However, parts and equipment of campers must be securely fixed as a permanent part of the camper.

- b. *Insured* is changed to read:

Insured means *you*.

6927A.2 AMENDATORY ENDORSEMENT

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. THIS POLICY

Item 5. is changed to read:

Your purchase of this policy may allow:

- a. *you* to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the *State Farm Companies*, subject to their applicable eligibility rules; or
- b. the premium or price for other products or services purchased by *you*, including non-insurance products or services, to vary. Such other products or services must be provided by the *State Farm Companies* or by an organization that has entered into an agreement or contract with the *State Farm Companies*. The *State Farm Companies* do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.

2. LIABILITY COVERAGE

- a. **Insuring Agreement and Supplementary Payments** are replaced by the following:

Insuring Agreement

1. *We* will pay damages an *insured* becomes legally liable to pay because of:
 - a. *bodily injury* to others; and
 - b. damage to property caused by an accident that involves a vehicle for which that *insured* is provided Liability Coverage by this policy.
2. *We* have the right to:
 - a. investigate, negotiate, and settle any claim or lawsuit;
 - b. defend an *insured* in any claim or lawsuit, with attorneys chosen by *us*; and
 - c. appeal any award or legal decision

for damages payable under this policy's Liability Coverage.

Supplementary Payments

We will pay, in addition to the damages described in the **Insuring Agreement** of this policy's Liability Coverage, those items listed below that result from such accident:

1. Attorney fees for attorneys chosen by *us* to defend an *insured* who is sued for such damages. *We* have no duty to pay attorney fees incurred after *we* deposit in court or pay the amount due under the **Insuring Agreement** of this policy's Liability Coverage;
2. Court costs awarded by the court against an *insured* and resulting from that part of the lawsuit:
 - a. that seeks damages payable under this policy's Liability Coverage; and
 - b. against which *we* defend an *insured* with attorneys chosen by *us*.

We have no duty to pay court costs incurred after *we* deposit in court or pay the amount due under the **Insuring Agreement** of this policy's Liability Coverage;

3. Interest the *insured* is legally liable to pay on damages payable under the **Insuring Agreement** of this policy's Liability Coverage:
 - a. before a judgment, but only the interest on the lesser of:
 - (1) that part of the damages *we* pay; or
 - (2) this policy's applicable Liability Coverage limit; and
 - b. after a judgment.

We have no duty to pay interest that accrues after we deposit in court, pay, or offer to pay, the amount due under the **Insuring Agreement** of this policy's Liability Coverage. We also have no duty to pay interest that accrues on any damages paid or payable by a party other than the *insured* or *us*;

4. Premiums for bonds, provided by a company chosen by *us*, required to appeal a decision in a lawsuit against an *insured*. We have no duty to:
 - a. pay for any bond with a face amount that exceeds this policy's applicable Liability Coverage limit;
 - b. furnish or apply for any bonds; or
 - c. pay premiums for bonds purchased after we deposit in court, pay, or offer to pay, the amount due under the **Insuring Agreement** of this policy's Liability Coverage; and

5. The following costs and expenses if related to and incurred after a lawsuit has been filed against an *insured*:

- a. Loss of wages or salary, but not other income, up to \$200 for each day an *insured* attends, at *our* request:
 - (1) an arbitration;
 - (2) a mediation; or
 - (3) a trial of a lawsuit; and
- b. Reasonable expenses incurred by an *insured* at *our* request other than loss of wages, salary, or other income.

The amount of any of the costs or expenses listed above that are incurred by an *insured* must be reported to *us* before we will pay such incurred costs or expenses.

b. Exclusions

1. The exception to exclusion 7. is changed to read:

This exclusion does not apply to:

- a. *you*;

- b. any *resident relative*; or
- c. any agent, employee, or business partner of a. or b. above

while maintaining or using *your car*, a *newly acquired car*, a *temporary substitute car*, or a *trailer Bowned by you*;

2. The exception to exclusion 10. is changed to read:

This exclusion does not apply to damage to a:

- a. motor vehicle *owned by* the employer of *you* or any *resident relative* if such damage is caused by an *insured* while operating another motor vehicle;
- b. residence while rented to or leased to an *insured*; or
- c. private garage while rented to or leased to an *insured*;

3. MEDICAL PAYMENTS COVERAGE

Exclusions

The exception to exclusion 5. is changed to read:

This exclusion does not apply to:

- a. *you*;
- b. any *resident relative*; or
- c. any agent, employee, or business partner of a. or b. above

while maintaining or using *your car*, a *newly acquired car*, a *temporary substitute car*, or a *trailer owned by you*;

4. UNINSURED MOTOR VEHICLE COVERAGE

Additional Definitions

The following sentence is deleted from item 3. of *Insured*.

"Such other *person occupying* a vehicle used to carry *persons* for a charge is not an *insured*."

5. UNDERINSURED MOTOR VEHICLE COVERAGE

Additional Definitions

The following sentence is removed from item 3. of *Insured*.

"Such other *person occupying* a vehicle used to carry *persons* for a charge is not an *insured*."

6. GENERAL TERMS

- a. The following is added to 2. **Where Coverage Applies**:

Death, Dismemberment and Loss of Sight Coverage and Loss of Earnings Coverage apply anywhere in the world.

- b. The following is added:

Limited Coverage in Mexico

This policy does not provide Mexican auto insurance and does not comply with Mexican auto insurance requirements. If *you* or any other *insured* plan to drive in Mexico, then auto insurance providing coverage in Mexico should be purchased from a Mexican insurance company.

Subject to the above paragraph, the following coverages apply in Mexico, but only for accidents and *losses* that occur in Mexico within 50 miles of the United States of America border and only for *insureds* as defined under each of the following coverages:

- a. **Liability Coverage**

For claims brought against an *insured* in Mexico, the **Supplementary Payments** provision of this policy's Liability Coverage is changed to read:

We may, in addition to the damages described in item 1. of the **Insuring Agreement** of this policy's Liability Coverage, pay or reimburse, at our option, reasonable attorney fees for an attorney licensed in Mexico to appear for and provide advice to *insureds* as defined under this policy's Liability Coverage. The amount of such attorney fees incurred by an *insured* must be reported to *us* before we will make payment.

- b. **Medical Payments Coverage**

- c. **Physical Damage Coverages**

Any amount payable for the repair or replacement of the *covered vehicle* under the **Limits and Loss Settlement - Comprehensive Coverage and Collision Coverage** provision of this policy will be limited to the cost to repair or

replace the *covered vehicle* in the United States of America.

WE HAVE NO DUTY TO PROVIDE A DEFENSE FOR *YOU* OR ANY OTHER *INSURED* IN ANY CRIMINAL, CIVIL, OR OTHER ACTION.

WE HAVE NO DUTY TO PAY ANY CLAIM OR COST THAT WOULD NOT BE PAYABLE UNDER THIS POLICY IF THE ACCIDENT OR LOSS HAD OCCURRED IN THE STATE OF NEBRASKA IN THE UNITED STATES OF AMERICA.

All other policy provisions not in conflict with the provisions in this **Limited Coverage in Mexico** provision of this policy apply.

If Other Coverage Applies

Any coverage provided by this **Limited Coverage in Mexico** provision is excess over any other applicable insurance.

Legal Action Against Us

Any legal action against *us* arising out of an accident or *loss* occurring in Mexico must be brought in a court that has jurisdiction in the state of Nebraska in the United States of America.

- c. Paragraph c. of 5. **Premium** is changed to read:

- c. The premium for this policy may vary based upon:

- (1) the purchase of other products or services from the *State Farm Companies*;
- (2) the purchase of products or services from an organization that has entered into an agreement or contract with the *State Farm Companies*. The *State Farm Companies* do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or
- (3) an agreement, concerning the insurance provided by this policy, that the *State Farm Companies* has with an organization of which *you* are a member, employee, subscriber, licensee, or franchisee.



e. 7. **Nonrenewal** is changed to read:

7. **Nonrenewal**

If *we* decide not to renew this policy, then, at least 30 days before the end of the current policy period, *we* will mail a nonrenewal notice to the most recent policy address that *we* have on record for the named insured who is shown on the Declarations Page.

f. The first paragraph of b. **How and When We May Cancel** of 8. **Cancellation** is changed to read:

We may cancel this policy by mailing a written notice to the most recent policy address that *we* have on record for the named insured who is shown on the Declarations Page. The notice will provide the date cancellation is effective.