

**AMENDMENT TO CONTRACT
Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Renewal
Acker Diesel Repair LLC**

This Amendment is hereby entered into by and between Acker Diesel Repair LLC, 5801 NW 123rd Street, Lincoln, NE 68524 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated September 6, 2018 executed under City Executive Order No. 92246, and County Contract C-18-0510, dated August 28, 2018 for Annual Repair Services for Construction and Purpose-Built Equipment, Bid No. 18-167, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is September 6, 2018 through September 5, 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 September 6, 2019 through September 5, 2020; and

WHEREAS, the expenditures for the City of Lincoln Departments for the term of this renewal shall not exceed \$700,000.00 for contracts without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$150,000.00 for contracts without approval by the Lancaster County Board; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City E.O. 92246 and County Contract C-18-0510, 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 September 6, 2019 through September 5, 2020.
- 2) The expenditures for the City of Lincoln Departments for the term of this renewal shall not exceed \$700,000.00 for contracts without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$150,000.00 for contracts without approval by the Lancaster County Board.
- 4) 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

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Renewal
Acker Diesel Repair LLC

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:	Acker Diesel Repair LLC
By: (Please Sign)	
By: (Please Print)	Bruce Acker
Title:	President
Company Address:	5801 NW 123 rd St., Lincoln NE 68524
Company Phone & Fax:	402-443-7956
E-Mail Address:	ackerdieselrepair@gmail.com
Date:	8/11/19
Contact Person for Orders or Service	Bruce Acker
Contact Phone Number:	402-443-7956

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Renewal
Acker Diesel Repair LLC**

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
Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Renewal
Acker Diesel Repair LLC**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

POLICY NUMBER **CMPNE0000016625**

Renewal of

CMPNE0000016625

Named Insured: **ACKER DIESEL REPAIR LLC**

Policy Period: From 12/24/2018 to 12/24/2019 at 12:01 a.m. Standard Time at the mailing address shown above.

FORMS SCHEDULE

THESE FORMS ARE ONLY APPLICABLE TO THE GENERAL LIABILITY COVERAGE PROVIDED UNDER THIS POLICY.

Form Name	Edition	Description
*IL-369NE	11/11	EMPLOYMENT PRACTICES LIAB COV
THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE, PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.		
CG-500	07/13	LIABILITY PREMIER ENDORSEMENT
CG0001	04/13	COMM GENERAL LIAB COV FORM
CG0300	01/96	DEDUCTIBLE LIABILITY INSURANCE
CG2107	05/14	EXC-ACCESS/DISCLOSURE PERS INF
CG2109	06/15	EXCLUSION - UNMANNED AIRCRAFT
CG2133	11/85	EXCL - DESIGNATED PRODUCTS
CG2167	12/04	FUNGI OR BACTERIA EXCLUSION
CG2171	01/15	LTD TERROR EXCL (OTHER THAN CE
CG2176	01/15	EXCLUS OF PUN DMGS REL TO CERT
CG2196	03/05	SILICA/SILICA RELATD DUST EXCL
L-361	03/95	ASBESTOS EXCLUSION

* indicates change in form

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY PREMIER ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Paragraph (2) is replaced under 2. Exclusions, g. Aircraft, Auto Or Watercraft by the following:

- (2) A watercraft you do not own that is:
 - (a) 50 feet or less; and
 - (b) Not being used to carry persons or property for a charge;

Paragraph (4) is replaced under 2. Exclusions, j. Damage To Property by the following:

- (4) Personal property in the care, custody or control of the insured. However, coverage for personal property in the care, custody or control of the insured will be covered up to \$10,000 per "occurrence" subject to a \$1,000 per claim deductible. The aggregate limit for this coverage is \$20,000.

The following paragraph is added to 2. Exclusions, j. Damage To Property:

This exclusion does not apply to "property damage" arising out of water damage to premises that are both rented to and occupied by you. The most we will pay for water damage to the premises, however, is \$25,000. This amount shall not be in addition to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

The following is added to 2. Exclusions, n. Recall Of Products, Work Or Impaired Property:

This exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the following additional exclusions apply to "product recall expense":

- (1) Failure of any products to accomplish their intended purpose;
- (2) Breach of warranties of fitness, quality, durability or performance;
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
- (7) Asbestos, including loss, damage or clean-up resulting from asbestos or asbestos containing materials;
- (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found;
- (9) "Bodily injury" or "property damage";
- (10) Any actual or alleged violation of any copyright, patent, trade dress, trademark, trade name, trade secrets, or any other intellectual property right laws; or
- (11) "Product recall expenses" you incur for "your products" which are excluded from any other insurance written by this company.

The most we will pay for "product recall expense" arising out of the same defect or deficiency is \$25,000 per occurrence.

The last paragraph under **2. Exclusions** is replaced by the following:

With respect to the premises while rented to you or temporarily occupied by you with permission of the owner, **Exclusions c., d., e., g., h., j., k., l., m., and n.** do not apply to "property damage". A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

The following is revised:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED

Paragraph 3. is replaced by the following:

- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - 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;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization;
 - d. "Product recall expense" does not apply to "product recall expenses" arising out of any withdrawal or recall that occurred before you acquired or formed any organization; and
 - e. If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. But, this provision only applies if you maintain or maintained an interest of at least 50 percent in that partnership or joint venture for the period of that relationship. This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than 36 months. This coverage extension will be excess over any other coverage, on any basis, available to the insured, and will be subject to the Other Insurance provisions of this policy for Excess Insurance.

The following paragraphs are added:

- 4. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured.

POLICY NUMBER **CMPNE0000016625**

Renewal of

CMPNE0000016625

Named Insured: **ACKER DIESEL REPAIR LLC**

Policy Period: From 12/24/2018 to 12/24/2019 at 12:01 a.m. Standard Time at the mailing address shown above.

ADDITIONAL INTEREST SCHEDULE

Additional Insured:

Loc# Bld#

CITY OF LINCOLN, LANCASTER COUNTY

555 S 10TH ST RM B104

LINCOLN NE 68508-2803

Loan #

Interest: IL375

Loss Payee:

Loc# Bld#

GREAT WESTERN BANK

1235 N ST

LINCOLN NE 68508-2008

Loan #

Interest: IH9922



10820 Harney Street
 Omaha NE 68154
 (800) 877-4245

**COMMON
 POLICY DECLARATIONS**

COLUMBIA MUTUAL INSURANCE COMPANY

POLICY NUMBER **CAPNE0000016625**
 Renewal of **CAPNE0000016625**

Named Insured and Mailing Address:
 ACKER DIESEL REPAIR LLC
 5801 NW 123RD ST
 LINCOLN NE 68524-8845

Agent and Mailing Address: 18008 -
 Chastain Insurance Agency, Inc.
 d/b/a Chastain-Otis
 10822 Old Mill Rd Ste 2
 Omaha NE 68154-2618
 402-397-8130

Policy Period: From 12/24/2018 to 12/24/2019 at 12:01 a.m. Standard Time at the mailing address shown above.

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

Business Description:DIESEL REPAIR

Form of Business: LIMITED LIABILITY COMPANY

Coverage Part	Premium
Property	NOT COVERED
General Liability	NOT COVERED
Crime	NOT COVERED
Inland Marine	NOT COVERED
Auto	\$1,892
Total Premium	\$1,892

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE LISTED ON EITHER THE COMMON FORMS SCHEDULE OF THIS DECLARATIONS OR THE DECLARATIONS APPLICABLE TO SPECIFIC COVERAGES PROVIDED WITH THIS POLICY.

Countersigned by _____
 Authorized Agent



10820 Harney Street
Omaha NE 68154
(800) 877-4245

BUSINESS AUTO DECLARATIONS
COLUMBIA MUTUAL INSURANCE COMPANY

Policy Number: CAPNE0000016625

ITEM ONE

Named Insured and Mailing Address:

ACKER DIESEL REPAIR LLC
5801 NW 123RD ST
LINCOLN NE 68524-8845

Producer Name and Mailing Address: 18008 -

Chastain Insurance Agency, Inc.
d/b/a Chastain-Otis
10822 Old Mill Rd Ste 2
Omaha NE 68154-2618
402-397-8130

Policy Period: From 12/24/2018 to 12/24/2019 at 12:01 A.M. Standard Time at your mailing address shown above.

Previous Policy Number: CAPNE0000016625

Business Description: DIESEL REPAIR

Form of Business: LIMITED LIABILITY COMPANY

In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Audit Period (if applicable): WAIVED

Countersigned by _____
Authorized Agent

THESE DECLARATIONS, TOGETHER WITH THE COVERAGE FORM(S), COMMON FORM(S), COMMON POLICY CONDITIONS AND FORMS, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

ITEM TWO

Schedule of Coverages And Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	1	\$1,000,000	\$1,168
Personal Injury Protection (Or Equivalent No-fault Coverage)		Separately Stated In each Personal Injury Protection Endorsement Minus \$ See ITEM THREE Deductible	
Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)		Separately Stated In Each Added Personal Injury Protection Endorsement	
Auto Medical Payments	2	\$ See ITEM THREE Each Insured	\$36
Uninsured Motorists	6	\$1,000,000	\$36
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)	6	\$1,000,000	INCL
Physical Damage Comprehensive Coverage	7	Actual Cash Value Or Cost Of Repair, Whichever is Less, Minus \$ See ITEM THREE Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning See Item Four for Hired or Borrowed Autos.	\$125
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever is Less, Minus \$ See ITEM THREE Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism See Item Four for Hired or Borrowed Autos.	
Physical Damage Collision Coverage	7	Actual Cash Value Or Cost Of Repair, Whichever is Less, Minus \$ ITEM THREE Deductible For Each Covered Auto See Item Four for Hired or Borrowed Autos.	\$335
Physical Damage Towing And Labor		\$ See ITEM THREE For Each Disablement Of A Private Passenger Auto	
Tax/Surcharge/Fee			
Premium For Endorsements			\$192
*Estimated Total Premium			\$1,892

*This policy may be subject to final audit.

ITEM THREE

Schedule Of Covered Autos You Own

Description				Purchased		Territory		
Covered Auto No.	Year	Model / Trade Name/ Body Type	Serial No. (S) / Vehicle Identification No. (VIN)	Original Cost New	Actual Cost & NEW (N) or USED (U)	Town & State Where The Covered Auto Will Be Principally Garaged		
1	2001	KENWORTH W900B	1NKW6B9X61R8G3244	\$100,000	ACV	LINCOLN, NE, 103		
Classification								
Covered Auto No.	Radius Of Operation	Business Use s = service r = retail c = commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code		
1	50	C	45,000	12		361990		
Coverages - Premiums, Limits And Deductibles (Absence of a deductible or a limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)								
Covered Auto No.	Covered Autos Liability		Personal Injury Protection		Added P.I.P	Auto Medical Payments		
	Limit	Premium	Stated In Each Personal Injury Protection Endorsement Minus Deductible Shown Below	Premium	Stated In Each Added Personal Injury Protection Endorsement	Limit	Premium	
1	\$1,000,000	\$1,008				\$5,000 (Each Insured)	\$36	
						(Each Insured)		
						(Each Insured)		
						(Each Insured)		
						(Each Insured)		
Total Premium								
Coverages - Premiums, Limits And Deductibles (Absence of a deductible or a limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)								
Covered Auto No.	Comprehensive		Specified Causes Of loss		Collision		Towing & Labor	
	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement	Premium
1	\$1,000	\$125			\$1,000	\$335		
Total Premium								

ITEM FOUR

Schedule of Hired Or Borrowed Covered Auto Coverage And Premiums

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)		
Covered Autos Liability Coverage	Estimated Annual Cost Of Hire For All States	Premium
Primary Coverage	\$	\$
Excess Coverage	\$	\$
Total Hired Auto Premium		\$
<p>For "autos" used in your motor carrier operation, cost of hire means:</p> <ol style="list-style-type: none"> 1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein, 2. The total remunerations of all operators and drivers' helpers, or hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and 3. The total dollar amount of any other costs (i.e., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others. 		

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For Each State	Premium
Primary Coverage			
Excess Coverage	NE	IF ANY	\$ 54
Total Hired Auto Premium			\$ 54
<p>For "autos" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.</p>			

Physical Damage Coverages - Cost Of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)				
Coverage	State	Limit Of insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)	Premium
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less Minus Deductible For Each Covered Auto, But No Deductible Applies To Loss Covered By Fire Or Lightning		
Specified Causes of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less Minus Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism		
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less Minus Deductible For Each Covered Auto		
Total Hired Auto Premium				
<p>For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.</p>				

Cost Of Hire Rating Basis For Mobile Or Farm Equipment - Other Than Physical Damage Coverages					
Coverage	Estimated Annual Cost of Hire For Each State			Premium	
	State	Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability - Primary Coverage					
Covered Autos Liability - Excess Coverage					
Personal Injury Protection					
Auto Medical Payments					
Total Hired Auto Premiums					
Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers					

Cost Of Hire Rating Basis For Mobile Or Farm Equipment - Physical Damage Coverages						
Coverage	State	Limit Of insurance	Estimated Annual Cost of Hire For Each State (Excluding Autos Hired With A Driver)		Premium	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning				
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto, For Loss Caused By Mischief Or Vandalism				
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto				
Total Hired Auto Premiums						
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.						

Rental Period Rating Basis For Mobile Or Farm Equipment					
Coverage	Town And State Where The Job Site Is Located	Estimated Number of Days Equipment Will Be Rented		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability - Primary Coverage					
Covered Autos Liability - Excess Coverage					
Personal Injury Protection					
Auto Medical Payments					
Total Hired Auto Premiums					

ITEM FIVE

Schedule For Non-ownership Covered Autos Liability

Named Insured's Business	Rating Basis	Number	Premium
Other Than Garage Service Operations And Other Than Social Service Agencies	Number Of Employees	IF ANY	\$ 106
	Number Of Partners (Active And Inactive)		
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		
	Number Of Partners (Active And Inactive)		
Social Service Agencies	Number Of Employees		
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		
	Number Of Partners (Active And Inactive)		
Total Non-ownership Covered Autos Liability Premium			\$ 106

ITEM SIX

Schedule For Gross Receipts Or Mileage Basis

Address Of Business Headquarters location:			
Type of Risk:		Public Autos	Leasing or Rental Concerns
Rating Basis:		Gross Receipts (Per \$ 100)	Mileage (Per Mile)
Estimated Yearly (Gross Receipts Or Mileage):			
		Premiums	
Covered Autos Liability			
Personal Injury Protection			
Added Personal Injury Protection			
Auto Medical Payments			
Comprehensive			
Specified Causes Of Loss			
Collision			
Towing And Labor			

When used as a premium basis:

FOR PUBLIC AUTOS

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

1. Amounts paid to air, sea or land carriers operating under their own permits .
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government .
4. C.O.D. collections for cost of mail or merchandise including collection fees .

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased to others without drivers.

Endorsements Attached To This Policy

Form Name	Edition	Description
IPJ-305	07/14	POLICY JACKET
CA-500	07/09	BUS AUTO PREMIER ENDORSEMENT
CA0001	10/13	BUSINESS AUTO COVERAGE FORM
CA0156	11/13	NEBRASKA CHANGES
*CA0221	12/17	NEBRASKA CHANGES -CANCELLATION
CA2170	10/13	NE UM/UIM COVERAGE
CA2345	11/16	PUBLIC/LVRY PSGR CONVEY/ON-DMD
CA2384	10/13	EXCLUSION OF TERRORISM
CA9935	11/13	NEBRASKA AUTO MED PAYMENTS COV
CA9944	10/13	LOSS PAYABLE CLAUSE
IL-368	09/05	ACTUAL CASH VALUE
IL0003	08/07	CALCULATION OF PREMIUM
IL0017	11/98	COMMON POLICY CONDITIONS
IL0021	05/02	NUCLEAR ENERGY LIAB EXCL-BROAD
JDL190	06/06	COMMON POLICY DECLARATIONS

Driver Schedule

Driver(s):

BRUCE ACKER
Birthdate ON FILE

Additional Interest Schedule

Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:

Loss Payee Other:

Veh# 001

COMMERCIAL CONTRACTORS EQUIPMENT

PO BOX 81036

LINCOLN NE 68501-1036

VIN 1NKW6B9X61RBG3244 KENWORTH W900B

Loan #

Interest: CA9944

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PREMIER ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. COVERED AUTOS

SECTION I – COVERED AUTOS, Paragraph **C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is amended by adding the following:

If Physical Damage Coverage is provided under this Coverage form for an “auto” you own, the Physical Damage coverages provided for that owned “auto” are extended to any “auto” you do not own while used with the permission of its owner as a temporary substitute for the covered “auto” you own that is out of service because of its breakdown, repair, servicing, “loss”, or destruction.

B. LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph **A. Coverage, 1. Who Is An Insured** is amended to include the following:

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an “insured” under any other automobile policy or would be an “insured” under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an “insured” under any other policy,
 - (3) That has exhausted its Limit of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to “bodily injury” or “property damage” that results from an accident that occurred before you formed or acquired the organization.

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered “auto” you do not own, hire or borrow.

g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

- (1) Currently in effect or becoming effective during the term of this policy; and
- (2) Executed prior to the "bodily injury" or "property damage".

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limit of Insurance**.

For any covered "auto" you own, this Coverage Form provides primary coverage.

SECTION II – LIABILITY COVERAGE in Paragraph **A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended to replace the following:

- (2) We will pay up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) We will pay all reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day, because of time off from work.

SECTION II – LIABILITY COVERAGE in Paragraph **B. Exclusions, 6. Care, Custody Or Control** is amended by adding the following:

This Care, Custody Or Control exclusion does not apply to property not owned by any "insured", subject to the following:

- a. The most we will pay under this exception for any one "accident" is \$1,000; and
- b. A deductible of \$500 per "accident" applies to this exception.

C. PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE

Coverage is amended as follows:

Paragraph **2. Towing** under **A. Coverage** is replaced with:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled.

- (a) For private passenger type vehicles or "light trucks", we will pay up to \$75 per disablement. "Light trucks" have a gross vehicle weight (GVW) of 10,000 pounds or less.
- (b) For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" have a gross vehicle weight (GVW) of 10,001 lbs. to 20,000 pounds.

However, the labor must be performed at the place of disablement.

Paragraph 4. **Coverage Extensions, a. Transportation Expenses** under **A. Coverage** is amended to provide the following limits:

We will pay up to \$50 per day to a maximum of \$1,500. All other terms and provisions of this section remain applicable.

The following is added to **4. Coverage Extensions**:

c. Theft Recovery Expense

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto" of the private passenger or light truck (10,000 lbs. or less gross vehicle weight) type for which Physical Damage coverages apply.

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto". Payment applies in addition to the otherwise applicable coverage you have on a covered "auto". No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - (b) 30 days.

(3) Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred; or
- (b) \$35 per day.
- (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured". Personal Effects does not include tools, jewelry, guns, musical instruments, money or securities.

f. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in a covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in a covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

- (1) We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described above. However, this does not include tapes, records or discs.
- (2) In addition to the exclusions that apply to Physical Damage Coverage, with exception of the exclusion relating to audio, visual and data electronic equipment, the following exclusion applies:

We will not pay for any electronic equipment or accessories used with such electronic equipment that are:

- (a) Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or

(b) Both:

An integral part of the same unit housing any sound reproducing equipment designed solely for the reproducing of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and

Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

(3) With respect to this coverage, the most we will pay for all "loss" of audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

(a) The actual cash value of the damaged or stolen property as of the time of the "loss";

(b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or \$1,000;

minus a deductible of \$100.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

If there is other coverage provided for audio, visual and data electronic equipment, the coverage provided herein is excess over any other collectible insurance.

Paragraph **3.** under **B. Exclusions** is amended by adding the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

Paragraph **C. Limit of Insurance** is amended by adding the following language:

4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease / loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) Carry-over balances from previous loans or leases.

Paragraph **D. Deductible** is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

D. CONDITIONS

SECTION IV – BUSINESS AUTO CONDITIONS, Subsection A., Loss Conditions

Coverage is amended as follows:

The following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss**:

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership
 - (3) An executive officer or insurance manager, if you are a corporation;
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or
 - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

The following language is added to **5. Transfer of Rights of Recovery Against Others to Us**:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage".

SECTION IV – BUSINESS AUTO CONDITIONS, Subsection B. General Conditions

Coverage is amended as follows:

The following is added to **2. Concealment Misrepresentation or Fraud**:

Your unintentional error in disclosing or failing to disclose any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

Paragraph **5.b.** of **5. Other Insurance** is replaced by the following:

- b. (1)** For "Comprehensive" and "Collision" Auto Physical Damage provided by this endorsement, the following are deemed to be covered "autos" you own:
 - (a)** Any covered "auto" you lease, hire, rent or borrow; and
 - (b)** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

- (a)** \$50,000 per accident, or
- (b)** actual cash value at the time of loss, or
- (c)** cost of repair.

minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

- (3)** This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

- (a)** Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and "loss" caused by falling objects or missiles.
- (b)** Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

E. DEFINITIONS

SECTION V – DEFINITIONS, Paragraph **C.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these. The definition of "bodily injury" is amended to include mental anguish resulting from any bodily injury, sickness or disease sustained by a person.

NEBRASKA AUTO INSURANCE IDENTIFICATION CARD

IDC-2NE (5-14)



2102 WHITE GATE DRIVE
COLUMBIA MO 65203
573-474-6193
NAIC #: 40371

COLUMBIA MUTUAL INSURANCE CO

POLICY NUMBER:
CAPNE0000016625

EFFECTIVE DATE **EXPIRATION DATE**
12/24/2018 12/24/2019

YEAR **MAKE/MODEL**
2001 KENWORTH W900B

VEHICLE IDENTIFICATION NUMBER
1NKW6B9X61RBG3244

AGENCY

Chastain Insurance Agency, Inc.
10822 Old Mill Rd Ste 2
Omaha NE 68154-2618
402-397-8130

INSURED

ACKER DIESEL REPAIR LLC
5801 NW 123RD ST
LINCOLN NE 68524-8845

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE AT ALL TIMES
SEE IMPORTANT NOTICE ON REVERSE SIDE

NEBRASKA AUTO INSURANCE IDENTIFICATION CARD



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**THIS CARD MUST BE CARRIED IN THE
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IF YOU HAVE AN ACCIDENT, NOTIFY THE POLICE IMMEDIATELY

1. Write down the name, address, telephone number, and driver's license number of persons involved and of witnesses. Also write down the license plate number and the state from which each vehicle came that was involved.
2. Do not admit fault.
3. Do not discuss the accident with anyone except your agent, us or the police.
4. Notify your independent insurance agent, or call us at 1-800-829-2524.

Website: www.colinsgrp.com

EXAMINE YOUR POLICY EXCLUSIONS CAREFULLY. THIS FORM
DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.

**THIS CARD MUST BE CARRIED IN THE
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