

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

This Amendment is hereby entered into by and between Hamilton Equipment Co., 8801 Highway 6, Lincoln, NE 68507 (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-18-0495, dated August 21, 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-18-0495, 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
Hamilton Equipment Co.

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:	Hamilton Equipment Co.
By: (Please Sign)	
By: (Please Print)	Karsten Thurmond
Title:	President
Company Address:	8801 Hwy 6, Lincoln, NE 68507
Company Phone & Fax:	(402) 464-6381 (402) 464-5989
E-Mail Address:	karsten@bobcatoflincoln.com
Date:	08/12/19
Contact Person for Orders or Service	Tyler Herter
Contact Phone Number:	(402) 464-6381

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
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Hamilton Equipment Co.**

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
Hamilton Equipment Co.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/29/2018

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).

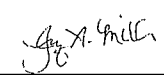
PRODUCER Gary Thompson Agency, Inc. 4200 Lucile Drive Suite 200 Lincoln NE 68506		CONTACT NAME: Jennifer Miller PHONE (A/C, No, Ext): (402) 475-2609 E-MAIL ADDRESS: jenm@gtainsures.com		FAX (A/C, No): (402) 475-6121
INSURED Hamilton Equipment Company 8801 Highway 6 Lincoln NE 68507		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Western Group		NAIC #
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: CL1882918112 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		IMD3038465-25	09/01/2018	09/01/2019	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		IMD3038465-25	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist Bl- \$ 1,000,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			IMD3038465-25	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
A	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 Y	N/A	Y	WCA3038464-25	09/01/2018	09/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	EQUIPMENT DEALERS FORM				IMD3038465-25	09/01/2018	09/01/2019	BLANKET LIMIT \$6,217,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Lincoln, Lancaster County are listed as Additional Insured for General Liability and the Business Auto Policy. Garagekeepers coverage is endorsed on Business Auto policy. Garage Liability is endorsed on the Inland Marine line in form CW2681. (See accompanying forms).

CERTIFICATE HOLDER City of Lincoln & Lancaster County 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 

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 County 555 S 10th St Lincoln, NE 68508	Various
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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT - PLATINUM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

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, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

1. This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
2. Coverage under this provision does not apply to "bodily injury", "property damage", expense or "loss" that occurred before you acquired or formed the organization.
3. 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. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to Paragraph A.1. Who Is An Insured of Section II – Covered Autos Liability Coverage:

When you have agreed in a written contract or agreement to include a person or organization as an additional "insured", such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional "insured" only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs a. or b. under
2. Paragraph A.1. Who Is An Insured of Section II – Covered Autos Liability Coverage, caused

by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

3. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident".
4. The insurance afforded to any such additional "insured" does not apply to any "accident" beyond the period of time required by the written contract or agreement described above.
5. The most we will pay on behalf of such additional "insured(s)" is the lesser of:
 - a. The Limits of Insurance specified in the written contract or agreement described above; or
 - b. The Limits of Insurance shown in the Declarations.

This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part.

6. The following changes are made to Paragraph 5. Other Insurance of B. General Conditions under Section IV – Business Auto Conditions:

- a. The following is added to Paragraph 5.a.:

If required by the written contract or agreement described above, the insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.

- b. Paragraph 5.c. is deleted in its entirety.

7. Paragraph A.1.c. under Section II – Covered Autos Liability Coverage is deleted in its entirety.

8. The definition of "insured contract" under Section V – Definitions is amended to add the following:

An "insured contract" does not include that part of any contract or agreement:

That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1. Who is An Insured of Section II – Covered Autos Liability Coverage**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. INCREASED COVERAGE - BAIL BONDS

The Supplementary Payments Coverage Extension of Section II – Covered Autos Liability Coverage is amended as follows:

The Limit of Insurance in paragraph **A.2.a.(2)** is increased to \$5,000.

E. INCREASED COVERAGE - LOSS OF EARNINGS

The Supplementary Payments Coverage Extension of Section II – Covered Autos Liability Coverage is amended as follows:

The Limit of Insurance in paragraph **A.2.a.(4)** is increased to \$1,000.

F. FELLOW EMPLOYEE COVERAGE

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply. This coverage is excess over any other collectable insurance.

G. COVERAGE EXTENSION – TRANSPORTATION EXPENSES

Paragraph **A.4.a. Transportation Expenses of Section III – Physical Damage Coverage** is amended as follows:

1. The Limits of Insurance are increased to \$75 per day to a maximum of \$2,500.
2. We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.
3. It is agreed and understood and it is our stated intent that expenses incurred by you under the Transportation Expenses Coverage Extension will not also be covered or paid under the Rental Reimbursement Coverage provided by this endorsement or any rental reimbursement coverage added by separate endorsement to this policy.

H. EXTENDED COVERAGE - AIRBAGS

The following is added to Exclusion **B.3.a. of Section III – Physical Damage Coverage**:

However, this exclusion does not apply to the unintended discharge of an airbag. This coverage is excess over any other collectible insurance or warranty providing such airbag coverage.

I. AUTO LOAN/LEASE GAP COVERAGE

The following is added to Section III – Physical Damage Coverage:

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

However, this provision does not apply to the extent loan/lease gap coverage has been provided by separate endorsement to this policy.

J. GLASS REPAIR – NO DEDUCTIBLE

The following is added to Paragraph **D. Deductible of Section III – Physical Damage Coverage**:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to glass when you elect to patch or repair rather than replace the glass.

K. INCREASED COVERAGE - ELECTRONIC EQUIPMENT

The \$1,000 limit indicated in Paragraph **C.1.b. under Section III – Physical Damage Coverage** is increased to \$2,500.

L. EXTENDED COVERAGE - PERSONAL PROPERTY

The following is added to Paragraph **A.4. Coverage Extensions of Section III – Physical Damage Coverage**:

Physical Damage Coverage on a covered "auto" may be extended to "loss" to your personal property or, if you are an individual, the personal property of a family member that is in the covered "auto" at the time of "loss"; and caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

The insurance provided by this coverage extension is excess over any other collectible insurance. The most we will pay for any one "loss" under this coverage extension is \$500. However, our payment for "loss" to personal property will only be for the account of the owner of the property.

Under this provision personal property does not include and we will not pay for "loss" of: currency, coins, securities or contraband.

No deductible applies to this coverage extension.

M. TOWING

Paragraph **A.2.** Towing of Section **III** – Physical Damage Coverage is replaced by the following:

We will pay up to \$200 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

N. FIRE EXTINGUISHER RECHARGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **IV** – Physical Damage Coverage:

When fire extinguishers are kept in your covered "auto" and any are discharged in an attempt to extinguish a fire, we will pay the lesser of the actual cost of recharging or replacing such fire extinguisher(s).

No deductible applies to this coverage.

O. HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **III** – Physical Damage Coverage:

If hired "autos" are covered "autos" for Covered Autos Liability Coverage and if Physical Damage Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, rent, hire or borrow from someone other than your "employees", partners or members of their households subject to the following:

1. The most we will pay in any one "loss" is the lesser of:

- a. The actual cash value of the "auto";
- b. The cost to repair or replace the "auto"; or
- c. \$100,000.

2. Paragraph 1. above is subject to a deductible. The deductible shall be equal to the amount of the highest deductible applicable for that coverage to any owned "auto".

No deductible will apply to "loss" caused by fire or lightning.

3. Hired Auto Physical Damage Coverage is subject to the following:

- a. If symbol 8 is shown in the Covered Auto section of the Declarations page for any of the Physical Damage coverages, then the Hired Auto Physical Damage coverage described in this endorsement does not apply.
- b. Other than indicated in Paragraphs a. directly above, coverage provided under this provision will be excess over any other collectible insurance or coverage.

4. In addition to the limit set forth in Paragraph 1. above, we will pay up to \$500 per day, to a maximum of \$3,500 per "loss" for:

- a. Any costs or fees associated with the "loss" to a hired "auto"; and
- b. Loss of use of the hired "auto", provided it is the consequence of an "accident" for which you are legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

However, Paragraph **A.4.b.** Loss of Use Expenses under Section **III** – Physical Damage Coverage of the Business Auto Coverage Form does not apply.

P. RENTAL REIMBURSEMENT COVERAGE

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto", subject to the following provisions:

1. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

2. No deductible applies to this coverage.

3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:

- a. The number of days when the covered "auto" has been repaired or replaced; or
- b. 45 days.

4. Our payment is limited to the lesser of the following amounts:

- a. Necessary and actual expenses incurred.
- b. The maximum rental expenses indicated below:
 - (1) \$75 for any one day;
 - (2) \$3,375 because of "loss" to any one covered "auto"; or
 - (3) \$15,000 because of all "loss" to all covered "autos" in any one policy period.

5. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".

6. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

7. If "loss" results from the total theft of a covered "auto" of the "private passenger type", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension of the Business Auto Coverage Form or any endorsements thereto.

However, this provision does not apply to the extent rental reimbursement coverage is provided by separate endorsement to this policy.

Q. DRIVE OTHER CAR COVERAGE

1. The following is added to Section II – Covered Autos Liability Coverage:

a. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by:

- (1) You, if you are designated in the Declarations as an individual;
- (2) Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
- (3) Your members or managers, if you are designated in the Declarations as a limited liability company;
- (4) Your executive officers, if you are designed in the Declarations as an organization other than an individual, partnership, joint venture or limited liability company; and
- (5) The spouse of any person named in Paragraphs 1.a.(1) through 1.a.(4) directly above, while a resident of the same household;

Except:

- (a) Any "auto" owned by that individual or by any member of his or her household; or
- (b) Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to **Who Is An Insured:**

Any individual named in Paragraph 1.a. above and his or her "family members" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

3. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in Paragraph 1.a. above or his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household; or
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

4. The most we will pay for the total of all damages under Covered Autos Liability Coverage, Auto Medical Payments, Uninsured

Motorist Coverage and Underinsured Motorists Coverage is the Limit Of Insurance shown in the Declarations as applicable to owned "autos".

5. Our obligation to pay for, repair, return or replace damaged or stolen property under Physical Damage Coverage, will be reduced by a deductible equal to the amount of the highest deductible shown for any owned private passenger type "auto" applicable to that coverage. If there are no owned private passenger type "autos", the deductible shall be \$250 for Comprehensive Coverage and \$500 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

6. Additional Definition

As used in this Drive Other Car Provision:

"Family member" means a person related to the individual named in Paragraph 1.a. by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

However, this provision does not apply to the extent drive other car coverage is provided by separate endorsement to this policy.

R. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to Paragraph A.2. Section IV – Business Auto Conditions:

Your obligation to provide prompt notice of an "accident", claim, "suit" or "loss" is satisfied if you or a person designated by you to be responsible for insurance matters is notified of, or in any manner made aware of an "accident", claim, "suit" or "loss" and provides us such notice as soon as practicable.

S. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to Paragraph A.5. of Section IV - Business Auto Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

- 1. Such written contract or agreement was:
 - a. Made prior to the "accident" or "loss" resulting in the covered "bodily injury" or "property damage"; and
 - b. Was in effect at the time of the covered "bodily injury" or "property damage".
- 2. The covered "bodily injury" or "property damage" must arise out of the operations specified in such written contract or agreement.
- 3. At our request you must provide us with a copy of the aforementioned written contract or agreement.

T. UNINTENTIONAL OMISSIONS

The following is added Paragraph **B.2.** of Section **IV - Business Auto Conditions**:

If you unintentionally fail to disclose any hazards existing at the inception of this policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

U. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

City of Lincoln Lancaster County Lincoln-Lancaster County Public Bldg Commission 555 So 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
09/01/2018

Policy No.
WCA 3038464 25

Endorsement No.

Insured
Hamilton Equipment Co
Insurance Company:
Continental Western Insurance Company

Premium

Countersigned by _____

Policy Number: IMD 3038465 - 25

SCHEDULE OF FORMS AND ENDORSEMENTS

The following Declarations, Coverage Forms, Conditions, and Endorsements are applicable to:

All Commercial Inland Marine Coverages

<u>State*</u>	<u>Number</u>	<u>Edition</u>	<u>Description</u>
ALL	B CM DS 02	09-2000	Commercial Inland Marine Declarations
ALL	CL CM FS 01	09-2008	Schedule of Forms and Endorsements
ALL	IM 79 02	01-2012	Loss Payable Schedule
ALL	CL IM 80 04	05-2013	Loss Payable Schedule
ALL	CL IM 80 05	05-2013	Loss Payable Options
ALL	CM 01 25	07-2000	Nebraska Changes

Coverages

<u>State*</u>	<u>Number</u>	<u>Edition</u>	<u>Description</u>
ALL	IL 01 59	09-2007	Nebraska Changes - Fraud or Misrep

Equipment Dealers Coverages

<u>State*</u>	<u>Number</u>	<u>Edition</u>	<u>Description</u>
ALL	CW 26 79	08-2013	Equipment Dealers Coverage Extension Endorsement
ALL	CW 26 78	05-2013	Equipment Dealers Coverage Form
ALL	CW 26 79 DS	08-2013	Equipment Dealers Coverage Extension Endorsement Schedule
ALL	CW 26 81	03-2010	Equipment Dealers - Liability Amendment - Property of Others
ALL	CW 26 88	02-2016	Equipment Dealers Blanket Schedule of Coverages

**When the word "ALL" appears in the state column, the form applies to all states on the policy.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

**EQUIPMENT DEALERS
LIABILITY AMENDMENT - PROPERTY OF OTHERS**

This endorsement modifies insurance provided under the following:

EQUIPMENT DEALERS COVERAGE FORM

Coverage B - Property of Others applies on an excess basis unless one of the coverage options is indicated below by an "X".

Coverage Options

- If this box is checked, we will pay for direct physical loss to Property of Others if you are legally liable for the loss or damage.
- If this box is checked, we will pay for direct physical loss to Property of Others without regard to your or any other insured's legal liability for the loss or damage. We will not take action against anyone who is liable for the loss or damage except with your written permission.