

**AMENDMENT TO CONTRACT**  
**Annual Repair Services**  
**For Construction and Purpose-Built Equipment**  
**Bid No. 18-167**  
**City of Lincoln and Lancaster County**  
**Renewal with Price Increase**  
**NMC, Inc.**

This Amendment is hereby entered into by and between NMC, Inc., 401 Northwest 57<sup>th</sup> St., Lincoln, NE 68528 (hereinafter "Contractor") and the City of Lincoln and Lancaster County (hereinafter "Owners"), for the purpose of amending the Contract dated September 18, 2018 executed under City Executive Order No. 92297, and County Contract C-18-0536, dated September 11, 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 18, 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 parties hereby amend the Contract to reflect a price increase of as per Attachment A; 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. 92297 and County Contract C-18-0536, 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 parties hereby amend the Contract to reflect a price increase of as per Attachment A.
- 3) 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.
- 4) 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.
- 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


## Vendor Signature Page

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**AMENDMENT TO CONTRACT**  
**Annual Repair Services**  
**For Construction and Purpose-Built Equipment**  
**Bid No. 18-167**  
**City of Lincoln and Lancaster County**  
**Renewal with Price Increase**  
**NMC, Inc.**

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

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

Company Name:	NMC INC.
By: (Please Sign)	
By: (Please Print)	MICHAEL DEIBERT
Title:	MANAGER, BRANCH OPERATIONS.
Company Address:	401 NW 56 <sup>TH</sup> ST LINCOLN 68528
Company Phone & Fax:	402-473-1070      Fax: 402-476-4208
E-Mail Address:	MICHAELDEIBERT@NMC.CAT.COM
Date:	AUGUST 9, 2019
Contact Person for Orders or Service	SERVICE: TERRY REID - 402-473-1095 PARTS: RANDY DEHAVEN - 402-473-1083
Contact Phone Number:	

**City of Lincoln Signature Page**

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Annual Repair Services  
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NMC, Inc.**

**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

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**AMENDMENT TO CONTRACT  
Annual Repair Services  
For Construction and Purpose-Built Equipment  
Bid No. 18-167  
City of Lincoln and Lancaster County  
Renewal with Price Increase  
NMC, Inc.**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_



NMC CAT  
401 NW 56<sup>th</sup> St.  
Lincoln NE 68528

tel 402.473.1080  
toll 888.833.1455  
nmccat.com

July 19, 2019

Rachelle Hinze – Purchasing  
440 S. 8th St.  
Lincoln, NE 68508

Re: **Contract 18-167**

Dear Ms. Hinze,

We are pleased to continue our partnership with the City and County to support their Caterpillar and capital equipment.

Our labor rates for contract year 2019/2020 have increased slightly and are reflected in attachment A.

Please feel free to contact me should you need additional information, or have any questions.

We look forward to continuing our relationship with the City of Lincoln and Lancaster County.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Deibert', with a large, sweeping flourish at the end.

Michael Deibert | Manager, Branch Operations

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NMC, Inc.  
401 NW 56<sup>th</sup> St.  
Lincoln, NE. 68528  
Office: (402) 473-1070 | Cell: (308) 765-2797  
Fax (402) 476-4208  
michaeldeibert@nmccat.com  
nmccat.com

# Attachment A

HEAVY / GENERAL CONST. EQUIPMENT REVENUE LABOR RATES		
SERVICE RATE APPLIES: MON - FRI 6:00 AM - 6:00 PM, SAT 6:00 AM - 12:00 PM <u>SUBJECT TO TECH AVAILABILITY</u>		
PREMIUM SERVICE RATE APPLIES: TO SUNDAY, HOLIDAYS & ALL AFTER HOUR CALL OUTS		
SERVICE RATES PER HOUR		
Basic Service Labor	Shop	\$128.00
	Field / Tvl	\$163.00
Preventative Maintenance (CSA CONTRACTS ONLY) Labor	Shop / Field / Tvl	\$117.00
Preventative Maintenance (NON CSA CONTRACTS) Labor	Shop / Field / Tvl	\$128.00
Machine, Welding (Arc including std, rod only and Torch) Labor	Shop	\$138.00
	Field / Tvl	\$165.00
Small Hyd Cyl Labor	Shop	\$96.00
Large Hyd Cyl Labor	Shop	\$111.00
Cyl Machining Labor	Shop	\$128.00
Steam or Pressure Washing Labor	Shop	\$112.00
Painting Labor (DOES NOT Include Paint)	Shop	\$143.00
Bore/Weld Labor	Shop / Field / Tvl	\$170.00
Call Out Fee Outside Normal Store Business Hours (Manager Descretion)	Call Out Fee	\$330.00
Premium Labor Rate Outside of Normal Business Hours Monday /Friday/ Sat/ Sun (Manager Descretion)	Shop / Field / Tvl	\$185.00
Warranty work done Outside Normal Business hours at customer request will be charged at \$47.00/ hours.		

COMPACT CONSTRUCTION LABOR RATES		
SERVICE RATE APPLIES: MON - FRI 6:00 AM - 6:00 PM, SAT 6:00 AM - 12:00 PM <u>SUBJECT TO TECH AVAILABILITY</u>		
PREMIUM SERVICE RATE APPLIES: TO SUNDAY, HOLIDAYS & ALL AFTER HOUR CALL OUTS		
SERVICE RATE PER HOUR		
Basic Service Labor:		
Shop: \$105		
Field / Tvl: \$128.00		
Steam or Pressure Washing Labor: Shop \$ 101.00		
Preventative Maintenance (CSA CONTRACTS) Labor Shop / Field / Tvl: \$101.00		
Preventative Maintenance (NON CSA CONTRACTS) Labor Shop / Field / Tvl: \$105.00		
Call Out Fee Outside Normal Store Business Hours Call Out Fee: \$330.00 (Manager Descretion)		
Premium Labor Rate Outside of Normal Business Hours Monday/Friday/Sat/Sun Shop / Field / Tvl: \$185.00 (Manager Descretion)		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2019

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

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

PRODUCER UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: Megan Robison PHONE (A/C, No, Ext): (402)434-7200 E-MAIL ADDRESS: mrobison@unicogroup.com	FAX (A/C, No): (402)434-7272	
	INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty		NAIC # 13021
INSURED Nebraska Machinery Co., NMC Industrial Services, LLC, SITECH Mid-Plains, NMC Group Inc & its Subsidiaries 11002 Sapp Bros. Drive Omaha NE 68138	INSURER B: Accident Fund Ins Co of America		10166
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 19-20 GLAU UMB WC

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			60515809	05/01/2019	05/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			60515809	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			60515809	05/01/2019	05/01/2020	EACH OCCURRENCE AGGREGATE	\$ 10,000,000 \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCS7000223	05/01/2019	05/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000

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

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status prior to a loss. The Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides a waiver in favor of the certificate holder/entity(ies) when required by written contract with the named insured prior to a loss. Garagekeepers coverage limit \$1,000,000. The blanket endorsements provide additional insured status and waiver of subrogation for the City of Lincoln and Lancaster County when required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Lincoln, Lancaster County 555 So. 10th Street  Lincoln NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND THAT ENTITY HAVE AGREED IN WRITING IN A CONTRACT THAT SUCH ENTITY BE AN ADD'L INSD	ANY LOCATION CONTRACTURALLY REQUIRED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

PREMIUM 200

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products -completed operations hazard".

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 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 be half 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.

**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
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND THAT ENTITY HAVE AGREED IN WRITING IN A CONTRACT THAT SUCH ENTITY BE AN ADD'L INSD	ANY LOCATION CONTRACTURALLY REQUIRED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

PREMIUM 100

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.

POLICY NUMBER:

60515809

## FORMS SUPPLEMENTAL DECLARATIONS

## Other Forms

\*CA7040(03-93) SUPPLEMENTAL DECS  
 \*CA7041(03-93) COMM AUTO COVG PART  
 \*CA7075(04-15) COMM AUTO COVG PART VEHICLE CHG SUMMARY  
 \*CA7116(01-07) CA ADDITIONAL INSURED SUPPLEMENTAL DEC  
 CA7358(03-19) MULTIPLE LIAB COVG LIMITATION  
 CA9903(10-13) AUTO MED PAYMENTS COVG  
 IL0017(11-98) COMMON POLICY CONDITIONS  
 IL0021(09-08) NUCLEAR ENERGY LIAB EXCL  
 IL0276(09-08) IA-CHGS CANCEL & NONRENEW  
 IL7068(01-10) EXCL-LEAD-HAZARDOUS PROPERTIES  
 IL7069(01-10) EXCL-UNDERGROUND STORAGE TANKS  
 IL7070(09-12) ABSOLUTE ASBESTOS EXCL  
 IL7083(08-10) PAYMENT OF LOSSES  
 ST1017BAP(12-91) COMM AUTO COVG PART BUSINESS AUTO COVG FORM  
 ST1019GP(12-91) COMM AUTO COVG PART GARAGE COVG FORM  
 ST1020IA(11-88) NOTICE REGARDING UM/UIM COVG  
 ST1644-(01-12) POLICY WEBSITE STUFFER  
 ST1882(06-16) NOTICE-LOCATION & PREMISES CLARIFICATION  
 ST1915(11-16) ADVISORY NOTICE TO POLICYHOLDERS  
 \*UW7002(04-96) FORMS SUPPLEMENTAL DECS  
 \*UW7009(01-15) CONTINUATION OF NAMED INSUREDS SHOWN ON THE DEC

## Applicable to the state of Nebraska

BMC 91X(00-00) ICC FILING LIAB PRIMARY BASIS ONLY  
 CA0001(10-13) BUSINESS AUTO COVG FORM  
 CA0156(10-13) NE-CHGS  
 CA0221(12-17) NE-CHGS-CANCEL  
 CA0449(11-16) PRIMARY & NONCONTRIBUTORY OTHER INSURANCE  
 CA2170(10-13) NE-UM & UIM COVG  
 CA2345(11-16) PUBLIC/LIVERY PASSENGER CONVEYANCE & ON DEMAND DEL  
 CA2394(10-13) SILICA/SILICA-RELATED DUST EXCL FOR COVERED AUTOS  
 CA7012(10-88) COVERED AUTOS AMENDMENT-DESCRIPTION OF DESIGNATION  
 \*CA7040(03-93) SUPPLEMENTAL DECS  
 \*CA7041(03-93) COMM AUTO COVG PART  
 \*CA7075(04-15) COMM AUTO COVG PART VEHICLE CHG SUMMARY  
 CA7102(09-07) LESSOR-ADDL INSURED & LOSS PAYEE  
 CA7109(01-17) BUSINESS AUTO ULTRA END  
 \*CA7116(01-07) CA ADDITIONAL INSURED SUPPLEMENTAL DEC  
 CA7358(03-19) MULTIPLE LIAB COVG LIMITATION  
 CA9935(11-13) NE-AUTO MED PAYMENTS COVG  
 CA9937(10-13) GARAGEKEEPERS COVG  
 IL-0021(07-02) NUCLEAR ENERGY LIAB EXCL  
 IL0017(11-98) COMMON POLICY CONDITIONS  
 IL7009-(04-91) AMENDATORY END PUNITIVE/EXEMPLARY DAMAGES EXCL  
 IL7068(01-10) EXCL-LEAD-HAZARDOUS PROPERTIES  
 IL7069(01-10) EXCL-UNDERGROUND STORAGE TANKS  
 IL7070(09-12) ABSOLUTE ASBESTOS EXCL  
 IL7083(08-10) PAYMENT OF LOSSES  
 \*MCS90(04-14) END FOR MOTOR CARRIER POLICIES OF INSURANCE  
 \*MCS90(04-14) END FOR MOTOR CARRIER POLICIES OF INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM  
COMMON POLICY CONDITIONS

### COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
Broad Form Insured	2
Employee as Insureds	2
Additional Insured Status by Contract, Agreement or Permit	2
Bail Bond Coverage	3
Loss of Earnings Coverage	3
Amended Fellow Employee Coverage	3
Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
Airbag Accidental Discharge	5
Audio, Visual and Data Electronic Equipment Coverage	5
Auto Loan/Lease Total Loss Protection	5
Glass Repair - Deductible Amendment	5
Amended Duties in the Event of Accident, Claim, Suit or Loss	6
Waiver of Subrogation Required by Contract	6
Unintentional Failure to Disclose	6
Hired, Leased, Rented or Borrowed Auto Physical Damage	6
Mental Anguish	7
Extended Cancellation Condition	7

The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

*(Temporary Substitute Auto Physical Damage)*

**A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

**SECTION I – COVERED AUTOS**, paragraph C. Certain Trallers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

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. BROADENED LIABILITY COVERAGES**

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

*(Broad Form Insured)*

- 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 Limits 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.

*(Employee as Insureds)*

- 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.

*(Additional Insured Status by Contract, Agreement or Permit)*

- 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. Limits of Insurance**.

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

**C. BROADENED SUPPLEMENTARY PAYMENTS**

**SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and (4) are replaced by the following:**

***(Bail Bond Coverage)***

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

***(Loss of Earnings Coverage)***

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

***(Amended Fellow Employee Exclusion)***

**D. AMENDED FELLOW EMPLOYEE EXCLUSION**

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

**5. Fellow Employee**

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

**E. BROADENED PHYSICAL DAMAGE COVERAGES**

**SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage** is amended as follows:

***(Towing and Labor)***

**2. Towing** is deleted and replaced with the following:

**2. Towing and Labor**

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement

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

***(Physical Damage Additional Transportation Expense Coverage)***

**4. Coverage Extensions**

a. **Transportation Expenses** is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

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

***(Extra Expense – Theft)***

**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.

***(Rental Reimbursement and Additional Transportation Expense)***

**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".

- (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) \$75 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.**

***(Personal Effects Coverage)***

**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 Property of Others)***

**f. Personal Property of Others**

We will pay up to \$500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

***(Locksmith Coverage)***

**g. Locksmith Coverage**

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

**(Vehicle Wrap Coverage)**

**h. Vehicle Wrap Coverage**

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

**(Airbag Accidental Discharge)**

**F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** is amended at 3. to include 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.

**G. BROADENED LIMITS OF INSURANCE**

**(Audio, Visual and Data Electronic Equipment Coverage)**

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** at 1.b. is amended to provide the following limits:

- b. Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

**(Auto Loan/Lease Total Loss Protection)**

**SECTION III – PHYSICAL DAMAGE COVERAGE – 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 including up to a maximum of \$500 for early termination fees or penalties 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.

**(Glass Repair – Deductible Amendment)**

**H. GLASS REPAIR – DEDUCTIBLE**

**SECTION III – PHYSICAL DAMAGE COVERAGE – 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.



***(Amended Duties in the Event of Accident, Claim, Suit or Loss)***

**I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

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

***(Waiver of Subrogation by Contract)***

**J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT**

Under SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us the following language is added:

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."

***(Unintentional Failure to Disclose)***

**K. UNINTENTIONAL FAILURE TO DISCLOSE**

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

***(Hired, Leased, Rented or Borrowed Auto Physical Damage)***

**L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE**

Under SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance Paragraph 5.b. is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage 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) \$75,000 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.

***(Mental Anguish)***

**M. MENTAL ANGUISH**

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

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

***(Extended Cancellation Condition)***

**N. EXTENDED CANCELLATION CONDITION**

Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, Item 2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.



Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period From	To
WCS 7000223 ✓	05/01/2019	05/01/2020

12:01 A.M. Standard Time at the described location

Transaction	
INFORMATION PAGE RENEWAL OF POLICY WCS 7000223	
Named Insured and Address	Agent
NMC GROUP INC 11002 SAPP BROTHERS DR OMAHA NE 68138	UNICO GROUP INC 1128 LINCOLN MALL STE 200 LINCOLN NE 68508  Telephone: 402-434-7200 7040801

ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
IL	WC120603	(1/19)	IL RENEWAL ENDORSEMENT
IL	WC990660	(5/17)	EXECUTION CLAUSE ENDORSEMENT
IA	DISCLOS	(9/10)	PRIVACY POLICY & DISCLOSURE
IA	WC000000C	(1/15)	WC & EMP LIAB INSURANCE POLICY
IA	WC000403	(4/84)	EXPERIENCE RATING MODIFICATION
IA	WC000406A	(7/95)	PREMIUM DISCOUNT END
IA	WC000414A	(1/19)	NOTIFICATION OF CHG IN OWNER
IA	WC000419	(1/01)	PREMIUM DUE DATE ENDORSEMENT
IA	WC000421D	(1/15)	CTS (EX CRT TER ACT) PRM END
IA	WC000422B	(1/15)	TRISK INSPR REAUT ACT DCL EN
IA	WC000424	(1/17)	AUDIT NONCOMPLIANCE CHARGE END
IA	WC000425	(5/17)	EXPERIENCE RATING MOD FACTOR
IA	WC990660	(5/17)	EXECUTION CLAUSE ENDORSEMENT
NE	DISCLOS	(9/10)	PRIVACY POLICY & DISCLOSURE
NE	PN99NSF	(1/18)	NON SUFFICIENT FUNDS CHARGE
NE	WC000000C	(1/15)	WC & EMP LIAB INSURANCE POLICY
NE	WC000310	(4/84)	SOLE PROPRIETORS, PARTNERS, OFC
NE	WC000313	(4/84)	WAIVER OF OUR RIGHT TO RECOVER
NE	WC000403	(4/84)	EXPERIENCE RATING MODIFICATION
NE	WC000406A	(7/95)	PREMIUM DISCOUNT ENDT
NE	WC000414A	(1/19)	NOTIFICATION OF CHG IN OWNER
NE	WC000419	(1/01)	PREMIUM DUE DATE ENDORSEMENT
NE	WC000421D	(1/15)	CTS (EX CRT TER ACT) PRM END
NE	WC000422B	(1/15)	TRISK INSPR REAUT ACT DCL EN
NE	WC000424	(1/17)	AUDIT NONCOMPLIANCE CHARGE END
NE	WC260401B	(5/17)	NE EXPERIENCE RATING MOD
NE	WC260403	(5/17)	NE EXPERIENCE RATING MOD
NE	WC260601C	(7/96)	NE CANCELLATION ENDT
NE	WC990660	(5/17)	EXECUTION CLAUSE ENDORSEMENT
SD	DISCLOS	(9/10)	PRIVACY POLICY & DISCLOSURE
SD	PN99NSF	(1/18)	NON SUFFICIENT FUNDS CHARGE
SD	WC000000C	(1/15)	WC & EMP LIAB INSURANCE POLICY
SD	WC000106A	(4/92)	USL&H WORKERS COMP ACT COV END
SD	WC000403	(4/84)	EXPERIENCE RATING MODIFICATION
SD	WC000406A	(7/95)	PREMIUM DISCOUNT ENDT
SD	WC000414A	(1/19)	NOTIFICATION OF CHG IN OWNER
SD	WC000419	(1/01)	PREMIUM DUE DATE ENDORSEMENT
SD	WC000421D	(1/15)	CTS (EX CRT TER ACT) PRM END
SD	WC000422B	(1/15)	TRISK INSPR REAUT ACT DCL EN

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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

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_