## AMENDMENT TO CONTRACT Annual Service Fire Alarm Panel Inspection, Testing and Repair Quote No. 5682 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal, Additional Locations and Price Increase Total Fire & Security

This Amendment is hereby entered into by and between Total Fire & Security, 408 E. 1<sup>st</sup> Street, Fremont, NE 68025 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated September 19, 2017 executed under City Directorial Order No. 17818, and County Contract C-17-0755, dated September 19, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission, on September 12, 2017, for Annual Service – Fire Alarm Panel Inspection, Testing and Repair, Quote 5682, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is September 19, 2017 through September 18, 2018, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Directorial Order No. 19952, executed by the City on August 25, 2018, and by County Contract C-18-0500 executed by the County Board on August 28, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission on September 18, 2018, to renew the contract for an additional one (1) year term from September 19, 2018 through September 18, 2019; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning September 19, 2019 through September 18, 2020; and

WHEREAS, the parties hereby amend the Contract to reflect services to all locations as listed in the Supplier Response, per Attachment A; and

WHEREAS, the parties hereby amend the Contract to reflect service to additional locations (2021 N. 27<sup>th</sup> St. and 2400 Theresa Street), per Attachment B; and

WHEREAS, the parties hereby amend the Contract to reflect a price increase for 605 S. 10<sup>th</sup> St., per Attachment C; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$6,850.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$4,000.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$1,500.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City D.O. 17818 and County Contract C-17-0755, 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 19, 2019 through September 18, 2020.
- 2) The parties hereby amend the Contract to reflect services to all locations as listed in the Supplier Response, per Attachment A.
- 3) The parties hereby amend the Contract to reflect service to additional locations (2021 N. 27<sup>th</sup> St. and 2400 Theresa Street), per Attachment B.

- 4) The parties hereby amend the Contract to reflect a price increase for 605 S. 10<sup>th</sup> St., per Attachment C.
- 5) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$6,850.00 without approval by the City of Lincoln.
- 6) The expenditures for Lancaster County for the term of this renewal shall not exceed \$4,000.00 without approval by the Lancaster County Board.
- 7) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$1,500.00 without approval by the Public Building Commission.
- 8) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

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

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

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

# **Vendor Signature Page**

# AMENDMENT TO CONTRACT Annual Service Fire Alarm Panel Inspection, Testing and Repair Quote No. 5682 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal, Additional Locations and Price Increase Total Fire & Security

# 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:	Total Fire & Security, Inc.
By: (Please Sign)	X
By: (Please Print)	Áshley Dahlhauser
Title:	Office Manager
Company Address:	408 East 1st Street Fremont, NE 68025
Company Phone & Fax:	O: 402-721-6008 / F: 402-721-1849
E-Mail Address:	accountspayable@totalfire-security.com
Date:	9/4/2019
Contact Person for Orders or Service	Ashley Dahlhauser / Jeff Shelton / Eric Lozo
Contact Phone Number:	402-721-6008

# **City of Lincoln Signature Page**

## AMENDMENT TO CONTRACT Annual Service Fire Alarm Panel Inspection, Testing and Repair Quote No. 5682 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal, Additional Locations and Price Increase Total Fire & Security

# EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order No.\_\_\_\_\_

dated

# Lancaster County Signature Page

# AMENDMENT TO CONTRACT Annual Service Fire Alarm Panel Inspection, Testing and Repair Quote No. 5682 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal, Additional Locations and Price Increase Total Fire & Security

# **EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of Lancaster, Nebraska

Deputy Lancaster County Attorney

dated

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

## AMENDMENT TO CONTRACT Annual Service Fire Alarm Panel Inspection, Testing and Repair Quote No. 5682 City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Renewal, Additional Locations and Price Increase Total Fire & Security

# EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated

Attachment A



# 5682 Addendum 1 Total Fire & Security Supplier Response

# **Event Information**

Number:5682 Addendum 1Title:Annual Service - Fire Alarm Panel Inspection, Testing and RepairType:Quotation RequestIssue Date:8/4/2017Deadline:8/16/2017 02:00 PM (CT)Notes:Added Addendum 1

# **Contact Information**

Contact: Rachelle Hinze, Buyer Address: Purchasing 440 S. 8th St. Purchasing Suite 200 Lincoln, NE 68508 Phone: (402) 441-8313 Fax: (402) 441-6513 Email: rhinze@lincoln.ne.gov

# Total Fire & Security Information

Address: 408 E 1st Fremont, NE 68025 Phone: (402) 721-6008 Fax: (402) 721-1849

By submitting your response, you certify that you are authorized to represent and bind your company.

Steven Frazer	
Signature	
Submitted at 8/9/2017 11:08:50 AM	

sfrazer@totalfire-security.com Email

# **Bid Attributes**

1	U.S. Citizenship Attestation
	Is your company legally considered an Individual or Sole Proprietor: YES or NO
	As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply w ith the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/ notary/citizenforminfo.html
	All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and sub
	mit it with contract documents at time of execution.
	If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U S Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
	Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may b e disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4- 108.
	No
2	Instructions to Bidders
	I acknowledge reading and understanding the Instructions to Bidders.

Yes

3	Insurance Requirements and Endorsements
•	Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid A ttachments including the submission of the Certificate of ACORD and the applicable endorsements.
	Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.
	Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.
	Yes
4	Bid Documents
	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.
	Yes
5	Specifications
	I acknowledge reading and understanding the specifications.
	Yes
6	<b>Bid award</b> I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirem ents and interests of the City, County and/or Public Building Commission.
	If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid res ponse. Yes
7	License Attachments I acknowledge attaching any applicable licenses for the services provided in the suppliers response attachment sect ion in the bid. Yes
8	Special Provision Term Contract Provisions
	I acknowledge reading and understanding the Special Provision Term Contract Provisions.
	Yes
9	Sample Contract
	I acknowledge reading and understanding the sample contract.           Yes

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1 0	<b>Term Clause of Contract</b> I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1)
	year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO
	(b) Are your bid prices subject to escallation/de-escalation YES or NO
	(c) If (b), state period for which prices will remain firm: through
	Prices are firm for the first year. No escalation.
1	Percentage Markup of Material, Excluding Freight. Percentage Markup of Material, Excluding Freight. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the material type AND cost of material from 3rd Party Vendor may be requested with the final invoice to veri fy quoted price.
	30 //
12	Hourly Rate List your hourly rate for service work. \$80.00 per hour
13	After Hours/Emergency Hours/Weekend Rate         List your hourly labor rate for emergency and weekends service work.         After Hour \$ Emergency \$ Weekend \$
	After hours \$100.00, Emergency \$120. 00 and Weeskend \$120.00
14	Purchase Order, Contract and Delivery Contact The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact p erson of the awarded Vendor. This designee will be the primary contact with the department through the delivery of t he product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to b e awarded.
	Steve Frazer
1 5	Reference List three references of this type of service. References shall include a contact person, address, telephone number and a listing of the type of work completed for them.
	Nichole Lawless 6109 North 78th Terrace Omaha, NE 68134 402-609-8699 fire alarm inspection and service multi ple location. Pete Nelson 1004 Farnam Street #400 Omaha, NE 68102 402-630-1642 fire alarm inspections and s ervice. Mark Kock 2920 Headquarters Avenue Sioux City IA 51111 712-233-0809
1	Contact
6	Name of person submitting this bid:
	Steve Frazer
1	Electronic Signature
7	Please check here for your electronic signature.
	Yes

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### 1 Agreement to Addendum No. 1 8 Despendent boreby cortifies that the

Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal an d is part of their bid.

Reason: See Bid Attachments section for Addendum information.

Yes

# **Bid Lines**

1	Semi- Annual F	Fire Ala	rm and Equipment Ir	spection, Testing and Maint	enance for 60	5 Building	- 605 South 10th
	Quantity: <u>1</u>	UOM:	EA	Unit Price:	\$85.00	Total:	\$85.00
2	Annual Fire Ala	arm and	d Equipment Inspection	on, Testing and Maintenance	e for 605 Build	ling - 605 :	South 10th
	Quantity: <u>1</u>	UOM:	EA	Unit Price:	\$85.00	Total:	\$85.00
3	Semi-Annual F 33 South 10th	ire Alar	m and Equipment In	spection, Testing and Mainte	enance for Info	ormation S	Services Building - 2
	Quantity: <u>1</u>	UOM:	EA	Unit Price:	\$85.00	Total:	\$85.00
4	Annual Fire Ala uth 10th	arm and	d Equipment Inspecti	on, Testing and Maintenanc	e for Informati	on Service	es Building - 233 So
	Quantity: <u>1</u>	UOM:	EA	Unit Price:	\$85.00	Total:	\$85.00
5	Semi-Annual F	ire Alar	rm and Equipment In	spection, Testing and Maint	enance for Cri	isis Cente	r - 825 J Street
	Quantity: <u>1</u>	UOM:	EA	Unit Price:	\$85.00	Total:	\$85.00
6	Annual Fire Ala	arm and	d Equipment Inspecti	on, Testing and Maintenanc	e for Crisis Ce	enter - 825	J Street
	Quantity: <u>1</u>	UOM:	EA	Unit Price:	\$85.00	Total:	\$85.00
7	Semi-Annual F 10th	ire Alar	m and Equipment In	spection, Testing and Mainte	enance for Co	unty City I	Building - 555 South
	Quantity: <u>1</u>	UOM:	EA	Unit Price:	\$125.00	Total:	\$125.00
8	Annual Fire Ala	arm and	d Equipment Inspecti	on, Testing and Maintenanc	e for County C	ity Buildin	g - 555 South 10th
	Quantity: <u>1</u>	UOM:	EA	Unit Price:	\$125.00	Total:	\$125.00
9	Semi-Annual F Cherrycreek R		m and Equipment In	spection, Testing and Mainte	enance for Co	unty Exter	nsion Building - 444
	Quantity: <u>1</u>	UOM:	EA	Unit Price:	\$85.00	Total:	\$85.00
1 0	Annual Fire Ala ycreek Rd	arm and	d Equipment Inspecti	on, Testing and Maintenanc	e for County E	Extension I	3uilding - 444 Cherr
	Quantity: <u>1</u>	UOM:	EA	Unit Price:	\$85.00	Total:	\$85.00
1	Semi-Annual F Rd. Building C	ire Alar	rm and Equipment In	spection, Testing and Maint	enance for Co	ounty Shop	) - 444 Cherrycreek
	Quantity: <u>1</u>	UOM:	EA	Unit Price:	\$125.00	Total:	\$125.00

1 2	Annual Fire Ala uilding C	rm and Equipment In	spection, Testing and Mai	ntenance for County S	Shop - 44	4 Cherrycreek Rd. B
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$125.00	Total:	\$125.00
1 3	Semi-Annual F th	ire Alarm and Equipm	ent Inspection, Testing an	d Maintenance for Co	ourthouse	Plaza - 633 South 9
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
1	Annual Fire Ala	irm and Equipment In	spection, Testing and Mai	ntenance for Courthou	use Plaza	- 633 South 9th
4	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
1 5	Semi-Annual F - 1005 "O" Stre		ent Inspection, Testing an	d Maintenance for Ag	ing Down	town Senior Center
	Quantity: <u>1</u>		Unit Price:	\$85.00	Total:	\$85.00
1 6	Annual Fire Ala "O" Street	irm and Equipment In	spection, Testing and Mair	ntenance for Aging Do	owntown \$	Senior Center - 1005
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
1 7	Semi-Annual F reet	ire Alarm and Equipm	ent Inspection, Testing an	d Maintenance for F	Street Re	c Center - 1225 F St
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
1 8	Annual Fire Ala	arm and Equipment In	spection, Testing and Mai	ntenance for F Street	Rec Cent	ter - 1225 F Street
0	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
1 9	Semi-Annual F Street	ire Alarm and Equipm	ent Inspection, Testing an	d Maintenance for Ha	II of Justic	ce - 575 South 10th
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$420.00	Total:	\$420.00
2	Annual Fire Ala	arm and Equipment In	spection, Testing and Mair	ntenance for Hall of Ju	ustice - 57	75 South 10th Street
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$420.00	Total:	\$420.00
2 1	Semi-Annual F n	ire Alarm and Equipm	ent Inspection, Testing an	d Maintenance for An	derson Li	brary - 3635 Touzali
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
22	Annual Fire Ala	irm and Equipment In	spection, Testing and Mair	ntenance for Andersor	n Library -	3635 Touzalin
4	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
2 3	Semi-Annual F th 14th	ire Alarm and Equipm	ent Inspection, Testing an	d Maintenance for Be	nnett Mar	tin Library - 136 Sou
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$210.00	Total:	\$210.00
2 4	Annual Fire Ala h	arm and Equipment In	spection, Testing and Mair	ntenance for Bennett I	Martin Lib	rary - 136 South 14t
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price: [	\$210.00	Total:	\$210.00

2 5	Semi-Annual F 14th	ire Alarm and Equipment I	nspection, Testing and Maint	enance for Be	ss Walt Li	brary - 6701 South
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
2	Annual Fire Ala	arm and Equipment Inspec	tion, Testing and Maintenanc	e for Bess Wa	It Library -	- 6701 South 14th
6	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
2 7	Semi-Annual F tner	ire Alarm and Equipment I	nspection, Testing and Mainte	enance for Bet	hany Libr	ary - 1810 North Co
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
2 8	Annual Fire Ala	arm and Equipment Inspec	ion, Testing and Maintenanc	e for Bethany I	Library - 1	810 North Cotner
8	Quantity: <u>1</u>	UOM: EA	Unit Price:	\$85.00	Total:	\$85.00
2 9	Semi-Annual F uth 56th	ire Alarm and Equipment I	nspection, Testing and Maint	enance for Ch	arles Gere	e Library - 2400 So
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
3 0	Annual Fire Ala h	arm and Equipment Inspec	tion, Testing and Maintenanc	e for Charles (	Gere Libra	ary - 2400 South 56t
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
3 1	Semi-Annual F perior Street	ire Alarm and Equipment I	nspection, Testing and Maint	enance for Lor	en Eisele	y Library - 1530 Su
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
3 2	Annual Fire Ala Street	arm and Equipment Inspec	tion, Testing and Maintenanc	e for Loren Eis	seley Libra	ary - 1530 Superior
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
3 3	Semi-Annual F uth Street	ire Alarm and Equipment I	nspection, Testing and Maint	enance for So	uth Branc	h Library - 2675 So
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
3 4	Annual Fire Ala eet	arm and Equipment Inspec	tion, Testing and Maintenanc	e for South Br	anch Libra	ary - 2675 South Str
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
3 5	Semi-Annual F West Bond	ire Alarm and Equipment I	nspection, Testing and Maint	enance for Mu	nicipal Se	ervice Center - 901
	Quantity: <u>1</u>	UOM: EA	Unit Price:	\$200.00	Total:	\$200.00
3 6	Annual Fire Ala Bond	arm and Equipment Inspec	tion, Testing and Maintenanc	e for Municipa	I Service	Center - 901 West
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$200.00	Total:	\$200.00
3 7	Semi-Annual F West Bond	ire Alarm and Equipment I	nspection, Testing and Maint	enance for Mu	inicipal Se	ervice Center - 949
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$175.00	Total:	\$175.00

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3 8	Annual Fire Alarm and Equipment Inspection, Testing and Maintenance for Municipal Service Center - 949 West Bond					
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$175.00	Total:	\$175.00
3 9		ire Alarm and Equipment Ins 00 N 70th Street	pection, Testing and Maint	enance for NE	Treatme	ent Control Maintena
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
4 0	Annual Fire Ala hop - 7000 N 7	rm and Equipment Inspectio 0th Street	n, Testing and Maintenanc	e for NE Treat	ment Co	ntrol Maintenance S
	Quantity: <u>1</u>	UOM: EA	Unit Price:	\$85.00	Total:	\$85.00
4 1	Semi-Annual F Theresa Street	ire Alarm and Equipment Ins	pection, Testing and Maint	enance for TS	Grit Har	ndling Building - 2400
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
4 2	Annual Fire Ala sa Street	rm and Equipment Inspectio	n, Testing and Maintenanc	e for TS Grit H	andling	Building - 2400 There
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
4 3	Semi-Annual F a Street	ire Alarm and Equipment Ins	pection, Testing and Main	tenance for TS	Odor C	ontrol - 2400 Theres
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
4 4	Annual Fire Ala et	arm and Equipment Inspection	n, Testing and Maintenand	ce for TS Odor	Control	- 2400 Theresa Stre
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
4 5	Semi-Annual F reet	ire Alarm and Equipment Ins	pection, Testing and Maint	enance for NE	Grit Fac	cility - 7000 N 70th St
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
46	Annual Fire Ala	arm and Equipment Inspection	n, Testing and Maintenand	e for NE Grit F	acility -	7000 N 70th Street
0	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
4 7	Semi-Annual F h Street	ire Alarm and Equipment Ins	pection, Testing and Maint	enance for NE	Blower	Building - 7000 N 70t
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
<b>4</b> 8	Annual Fire Ala et	arm and Equipment Inspection	n, Testing and Maintenand	ce for NE Blowe	ər Buildir	ng - 7000 N 70th Stre
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
<b>4</b> 9	Semi-Annual F 00 Theresa Str	ire Alarm and Equipment Ins	pection, Testing and Main	tenance for Wa	astewate	er Administration - 24
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00

5 0	Annual Fire Alarm and Equipment Inspection, Testing and Maintenance for Wastewater Administration - 2400 The resa Street					
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
5	Semi-Annual F	ire Alarm and Inspect	ion, Testing and Maintenar	nce for Property Mana	agement -	- 920 "O" Street
1	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$150.00	Total:	\$150.00
5	Annual Fire Ala	arm and Inspection, To	esting and Maintenance for	Property Manageme	ent - 920 "	O" Street
2	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$150.00	Total:	\$150.00
5 3	Semi-Annual F treet	ire Alarm and Equipm	ent Inspection, Testing and	d Maintenance for Tra	abert Hall	- 2202 South 11th S
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$200.00	Total:	\$200.00
5	Annual Fire Ala	arm and Equipment In	spection, Testing and Main	tenance for Trabert H	lall - 2202	2 South 11th Street
4	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$200.00	Total:	\$200.00
5 5	Semi-Annual F dcliff Street	ire Alarm and Equipm	ent Inspection, Testing and	d Maintenance for Yo	uth Servio	ce Center - 1700 Ra
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$350.00	Total:	\$350.00
5 6	Annual Fire Ala treet	arm and Equipment In	spection, Testing and Mair	tenance for Youth Se	ervice Cer	nter - 1700 Radcliff S
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$350.00	Total:	\$350.00
5 7	Semi-Annual F e Center - 320		ent Inspection, Testing and	d Maintenance for Pio	oneers Pa	ark Prairie Interpretiv
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
5 8	Annual Fire Ala er - 3201 Codo	• •	spection, Testing and Mair	tenance for Pioneers	s Park Pra	airie Interpretive Cent
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
5 9	Semi-Annual F - 625 North 46		ent Inspection, Testing and	d Maintenance for La	ncaster C	ounty Motor Vehicle
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
6 0	Annual Fire Ala North 46th Stre		spection, Testing and Mair	tenance for Lancaste	er County	Motor Vehicle - 625
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
6 1	Semi- Annual I 8th	Fire Alarm and Equipr	nent Inspection, Testing ar	nd Maintenance for K	Street Co	omplex - 440 South
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$150.00	Total:	\$150.00
62	Annual Fire Ala	arm and Equipment Ir	spection, Testing and Mair	ntenance for K Street	Complex	- 440 South 8th
<b>^</b>	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$150.00	Total:	\$150.00

6	Semi- Annual Fire Alarm and Equipment Inspection, Testing and Maintenance for Health Department					
3	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$210.00	Total:	\$210.00
6	Annual Fire Ala	rm and Equipment In:	spection, Testing and Mair	tenance for Health D	epartment	
4	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$210.00	Total:	\$210.00
6 5	Semi-Annual Fi nt	re Alarm and Equipm	ent Inspection, Testing an	d Maintenance for No	orth 27th St.	Police Departme
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
6	Annual Fire Ala	rm and Equipment In	spection, Testing and Mair	ntenance for North 27	th St. Police	Department
6	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
6	Semi-Annual Fi	re Alarm and Equipm	ent Inspection, Testing and	d Maintenance for Ca	arriage Park	Garage
7	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
6	Annual Fire Ala	rm and Equipment In:	spection, Testing and Mair	Itenance for Carriage	Park Garag	e
8	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
69	Semi-Annual Fi	re Alarm and Equipm	ent Inspection, Testing and	d Maintenance for Ce	enter Park G	arage
9	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
7	Annual Fire Ala	rm and Equipment In:	spection, Testing and Mair	Itenance for Center F	ark Garage	
0	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
7	Semi-Annual Fi	re Alarm and Equipm	ent Inspection, Testing and	d Maintenance for Qu	le Place Gai	rage
1	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
7	Annual Fire Ala	rm and Equipment In	spection, Testing and Mair	Itenance for Que Pla	ce Garage	
2	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
73	Semi-Annual Fi	re Alarm and Equipm	ent Inspection, Testing and	d Maintenance for Ma	arket Place G	Garage
3	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
7	Annual Fire Ala	rm and Equipment In:	spection, Testing and Mair	tenance for Market F	lace Garage	)
4	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
7	Semi-Annual Fi	re Alarm and Equipm	ent Inspection, Testing an	d Maintenance for Lu	Imber Works	Garage
5	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
7	Annual Fire Ala	rm and Equipment In	spection, Testing and Mair	ntenance for Lumber	Works Gara	ge .
6	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00
7	Semi-Annual Fi	re Alarm and Equipm	ent Inspection, Testing and	d Maintenance for Gr	een #2 Gara	ige
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00

7 8	Annual Fire Alarm and Equipment Inspection, Testing and Maintenance for Green #2 Garage							
	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00		
7 Semi-Annual Fire Alarm and Equipment Inspection, Testing and Maintenance for Red One Garage						arage		
9	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00		
8 Annual Fire Alarm and Equipment Inspection, Testing and Maintenance for Red One Garage								
U	Quantity: <u>1</u>	UOM: <u>EA</u>	Unit Price:	\$85.00	Total:	\$85.00		

# Response Total: \$9,560.00

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# **PROPOSAL**



# Total Fire & Security, Inc.

408 East 1<sup>st</sup> Street Fremont, NE 68025 Phone: (844) 275-3473 Fax: (402) 721-1849

Proposal Submitted To:	Phone:	Date:
City of Lincoln – Lincoln Water Department	402-441-8313	8/30/2019
Address:	Attention:	
2021 North 27 <sup>th</sup> Street Lincoln, NE 68503	Rachelle Hinze	
Project: Semi-Annual Fire Alarm Inspection Prop	posal	
Total Fire & Security, Inc submits the following proposa	ıl:	

-Semi-Annual Fire Alarm Inspections of (1) fire alarm control panel and all related system devices.

### Total Annual Price (not including fire extinguishers, smoke sensitivity, or sales tax, if applicable) - \$280.00

\*All work to be performed during normal business hours.

Payment to be made as follows: Net 30

**Total Fire & Security, Inc** shall perform the inspection on the system or systems indicated above. Qualified technicians will perform the inspections in compliance with all applicable codes.

This contract is to include only the type of inspections as indicated above. Any desired or necessary addition or repairs are not covered under this contract. The **Subscriber** will be notified of any deficiencies that are discovered during an inspection. Subscriber may make a request for Total Fire & Security to repair any deficiencies, for which labor and/or parts will be provided at the prevailing hourly rate and/or cost. Owner shall provide access to all locked and/or private tenant areas and provide an escort for entering private tenant spaces. Inspections are to be performed during **Total Fire & Security** normal business hours.

Total Fire & Security, Inc does not guarantee or insure the operation of the system inspected and shall not be held liable for any loss or damage due to improper system operation.

The term for this agreement shall be for (1) years from the date signed and will be automatically renewed for successive oneyear periods. Either party may cancel this contract by serving a written thirty-day notice to the other party. The contract amount is subject to automatic annual increases as deemed necessary by **Total Fire & Security, Inc.** 

#### SUBSCRIBE AUTHORIZATION:

IN WITNESS WHEREOF, the parties have executed this contract upon the day and year first above written and are subject to the conditions herein.

Ashley Dahlhauser

Authorized Signature

# Submitted By: Ashley Dahlhauser

Acceptance of Proposal: The above prices and conditions are hereby accepted. You are authorized to do the work as specified.

Authorized Signature

Date

	PROPOS	SAL	
FIRE & SECURARY Cite Cite Contain		<u>Total Fire &amp; Sec</u> 408 East 1 <sup>st</sup> S Fremont, NE & Phone: (844) 27 Fax: (402) 721	treet 58025 '5-3473
Proposal Submitted To:	Phone:		Date:
City of Lincoln – TS Control Center	402-441-8313		8/30/2019
Address:		Attention:	
2400 Theresa Street Lincoln, NE 68508		Rachelle Hinze	
Project: Semi-Annual Fire Alarm Inspection	on Proposal		
Total Fire & Security, Inc submits the following	proposal:		
-Semi-Annual Fire Alarm Inspections of (1) f	ire alarm control n	anel and all related system	n devices.

# Total Annual Price (not including fire extinguishers, smoke sensitivity, or sales tax, if applicable) - \$160.00

\*All work to be performed during normal business hours.

Payment to be made as follows: Net 30

**Total Fire & Security, Inc** shall perform the inspection on the system or systems indicated above. Qualified technicians will perform the inspections in compliance with all applicable codes.

This contract is to include only the type of inspections as indicated above. Any desired or necessary addition or repairs are not covered under this contract. The **Subscriber** will be notified of any deficiencies that are discovered during an inspection. Subscriber may make a request for Total Fire & Security to repair any deficiencies, for which labor and/or parts will be provided at the prevailing hourly rate and/or cost. Owner shall provide access to all locked and/or private tenant areas and provide an escort for entering private tenant spaces. Inspections are to be performed during **Total Fire & Security** normal business hours.

Total Fire & Security, Inc does not guarantee or insure the operation of the system inspected and shall not be held liable for any loss or damage due to improper system operation.

The term for this agreement shall be for (1) years from the date signed and will be automatically renewed for successive oneyear periods. Either party may cancel this contract by serving a written thirty-day notice to the other party. The contract amount is subject to automatic annual increases as deemed necessary by **Total Fire & Security, Inc.** 

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#### SUBSCRIBE AUTHORIZATION:

IN WITNESS WHEREOF, the parties have executed this contract upon the day and year first above written and are subject to the conditions herein.

Ashley Dahlhauser

Authorized Signature

# Submitted By: Ashley Dahlhauser

Acceptance of Proposal: The above prices and conditions are hereby accepted. You are authorized to do the work as specified.

Authorized Signature

Date

# **PROPOSAL**



# Total Fire & Security, Inc.

408 East 1<sup>st</sup> Street Fremont, NE 68025 Phone: (844) 275-3473 Fax: (402) 721-1849

Proposal Submitted To:	Phone:	Date:
Lancaster County	402-441-7387	8/13/2019
Address:	Attention:	
605 South 10 <sup>th</sup> Street Lincoln, NE 6850	B Jim Kohmetscher	
Project: 605 Building - Semi-Annual Fire	e Alarm Inspection Proposal	
Total Fire & Security, Inc submits the followin	g proposal:	

-Semi-Annual Fire Alarm Inspections

# Total Annual Price (not including fire extinguishers, smoke sensitivity, or sales tax, if applicable) - \$630.00 per year

\*All work to be performed during normal business hours.

Payment to be made as follows: Net 30

**Total Fire & Security, Inc** shall perform the inspection on the system or systems indicated above. Qualified technicians will perform the inspections in compliance with all applicable codes.

This contract is to include only the type of inspections as indicated above. Any desired or necessary addition or repairs are not covered under this contract. The **Subscriber** will be notified of any deficiencies that are discovered during an inspection. Subscriber may make a request for Total Fire & Security to repair any deficiencies, for which labor and/or parts will be provided at the prevailing hourly rate and/or cost. Owner shall provide access to all locked and/or private tenant areas and provide an escort for entering private tenant spaces. Inspections are to be performed during **Total Fire & Security** normal business hours.

**Total Fire & Security, Inc** does not guarantee or insure the operation of the system inspected and shall not be held liable for any loss or damage due to improper system operation.

The term for this agreement shall be for (1) years from the date signed and will be automatically renewed for successive oneyear periods. Either party may cancel this contract by serving a written thirty-day notice to the other party. The contract amount is subject to automatic annual increases as deemed necessary by **Total Fire & Security, Inc.**  SUBSCRIBE AUTHORIZATION:

IN WITNESS WHEREOF, the parties have executed this contract upon the day and year first above written and are subject to the conditions herein.

Ashley Dahlhauser

Authorized Signature

# Submitted By: Ashley Dahlhauser

Acceptance of Proposal: The above prices and conditions are hereby accepted. You are authorized to do the work as specified.

Authorized Signature

Date

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# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 9/11/2019

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	TE A CONTRACT		VERAGE AFFORDED BY THE ISSUING INSURER(S		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the If SUBROGATION IS WAIVED, subject to the terms and conditions of the this certificate does not confer rights to the certificate holder in lieu of s	he policy, certain p	olicies may			
PRODUCER The Harry A. Koch Co. P.O. Box 45279	CONTACT NAME: PHONE (A/C, No, Ext): 402-86 E-MAIL	1-7000	FAX (A/C, No):		
Omaha NE 68145-0279	ADDRESS:	SURER(S) AFFOR	RDING COVERAGE		NAIC #
707774	INSURER A : Acciden	t Fund Insura	nce Co of America		10166
INSURED TOT55533 Total Fire & Security, Inc.	INSURER B : CITICION				
408 E 1st	INSURER c : Illinois Emcasco Insurance				32808
Fremont NE 68025	INSURER D : INSURER E :				
	INSURER F :				
COVERAGES CERTIFICATE NUMBER: 2085535772			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPEC D HEREIN IS SUBJECT TO	т то и	VHICH THIS
INSR TYPE OF INSURANCE ADDL SUBR	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B X COMMERCIAL GENERAL LIABILITY 6D06183	6/11/2019	6/11/2020	DAMAGE TO RENTED	\$ 1,000,0 \$ 500,00	
X <u>1,000</u>			MED EXP (Any one person)	\$ 10,000	)
				\$ 1,000,0	
GEN'L AGGREGATE LIMIT APPLIES PER:       POLICY       PRO-       LOC				\$ 2,000,0 \$ 2,000,0	
				\$ 2,000,0 \$	000
B AUTOMOBILE LIABILITY 6E06183 X ANY AUTO	6/11/2019	6/11/2020	(Ea accident)	\$ 1,000,0 \$	000
OWNED SCHEDULED				\$	
AUTOS ONLY AUTOS HIRED NON-OWNED				\$	
AUTOS ONLY AUTOS ONLY				\$	
B X UMBRELLA LIAB X OCCUR 6J06183	6/11/2019	6/11/2020	EACH OCCURRENCE	\$ 2,000,0	000
EXCESS LIAB CLAIMS-MADE			AGGREGATE	\$ 2,000,0	000
DED RETENTION \$				\$	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N WCV6112891	6/11/2019	6/11/2020	X PER OTH- STATUTE ER		
ANYPROPRIETOR/PARTNER/EXECUTIVE				\$ 1,000,0	
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,0 \$ 1,000,0	
C Professional Liability 6R0462120	6/11/2019	6/11/2020	EACH CLAIM	1,000,0	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedu City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building required by written contract executed prior to loss. Waiver of Subrogation applies for workers compensation if required by written c endorsed to provide 30 days notice of cancellation, except for cancellation for n provided.	g Commission are ad	Iditional insure	ed for general liability and a		-
CERTIFICATE HOLDER	CANCELLATION		· · · · · · · · · · · · · · · · · · ·		
City of Lincoln, Lancaster County,	SHOULD ANY OF	THE ABOVE D N DATE THI	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL BI EY PROVISIONS.		
Lincoln-Lancaster County Public Building Commiss'n 555 South 10th Street Lincoln NE 68508		fine	ORD CORPORATION. A		

ACORD 25 (2016/03)

1 The ACORD name and logo are registered marks of ACORD THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



v,

EMPLOYERS I	MUTUAL CASUALTY COMP.	ANY POLICY NU	MBER: 6D0-61	L-8320
TOTAL FIRE	& SECURITY, INC.	EFF DATE: 06/11/19	EXP DATE:	06/11/20
•	r D E	L I A B I L I T Y P O L I C L A R A T I O N.S		
		DORSEMENT 'SCHEDULE		
		,		
FORM	EDITION DATE DESCRIPTIO	N/ADDITIONAL INFORMATION		PREMIUM
*CG0001	04-13 COMMERCIAL	GEN LIABILITY COV FORM		1
*CG0300	01-96 DEDUCTIBLE	LIABILITY INSURANCE OVT AGCY/SUBD/POLIT SUBD/T		
*CG2012	NAME/CON POLITICA	OVT AGCY/SUBD/POLIT SUBD/T CESSIONAIRES/JOB TITLES/ L ENTITY/ASSOC. OR ORG./ETC. F LINCOLN		
*CG2106	05-14 EXCL-ACCES	S/DISCL OF CONFID/PERSONAL		
*CG2147		YMENT RELATED PRACTICES	1	
*CG2167	12-04 FUNGI OR B	ACTERIA EXCLUSION		
*CG2170 ·	01-15 CAP/LOSSES	FROM CERT ACTS/TERRORISM IVE DMGS ACTS OF TERRORISM ABILITY SCHEDULE EFERENCE (OCCURRENCE)	,	
*CG2176	01-15 EXCL PUNIT	IVE DMGS ACTS OF TERRORISM		
*CG7001A	10-12 GENERAL LI	ABILITY SCHEDULE		
*CG7003	LU-13 GL QUICK R	EFERENCE (OCCURRENCE) ROPERTY DAMAGE COVERAGE		
*CG7141		AI-CONST CONT INCL COMP OP		
*CG7174,3 *CG7185	10-13 EXCLUSION			
*CG7253		S EXTENDED PROPERTY DAMAGE ,		
*CG7429	11-98 AMEND - AG	GREGATE LIMIT PER PROJECT		
*CG7578	02-19 GENERAL LI	ABILITY ELITE EXTENSION		
*CG7578 *CG8081 *IL0021 *IL0259	04-06 FUNGI/BACT	ERIA NOTICE TO POLICYHOLDR		
*IL0021	05-02 NUCLEAR EN	ERGY LIAB EXCL/BROAD FORM		
*IL0259	12-17 NE CHANGES	- CANCELLATION/NONRENEWAL		
*IL0276	. 09-08 IA CHANGES	- CANCELLATION/NONRENEWAL		
*IL7028 *IL7131A	05-15 ASBESTOS E	ICY ENDORSEMENT SCHEDULE		
*IL7137	01-18 EXCL MIXED	DUST PNEUMOCONIOSIS		
*IL7338		CANC PROV BY US DESIGNATED	X	
	NAME OF			
	CITY OF	LINCOLN, LANCASTER COUNTY, ER COUNTY PUBLIC BUILDING CO		
	MAILING 555 S 1	····· ································		
		, NE 68508		
		F DAYS NOTICE: 30		
	. NAME OF	ENTITY:		
		R CONSTRUCTION, INC.		
	MAILING			
	75 60TH			
•		, MI 49548 F DAYS NOTICE: .30		
	NAME OF GIBRALT	ENTITY: AR CONSTRUCTION CO		
	MAILING 10040 R	ADDRESS: EGENCY CIRCLE; STE 200		
			F-	
	<i>.</i> .			
DATE OF T	SSUE: 06/11/19	<b>1</b>	(CONTINU)	RD)

COMMERCIAL GENERAL LIABILITY

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Section II Who Is An Insured is amended to include as an additional insured:
  - 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; and
  - 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1, above.

Such person(s) or organization(s) 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: .
  - a. your ongoing operations for the additional insured; or
  - b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- .a. Only applies to the extent permitted by law; and
- b. 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 exclusion applies:
  - This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions; reports,

surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

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This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

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

The most we will pay on behalf of the additional insured is the amount of insurance;

- 1. Required by the contract or agreement described in Paragraph A.1.; 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,

D. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

### Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E. All other terms and conditions of this policy remain unchanged.



	•	JALTY COMPANY POLICY NUMBER:		•
TOTAL FIRE	& SECURIT	A, INC. EFF DATE: 06/11/19 EXP	DATE:	06/11/20
		M M E R C I A L A U T O P O L I C Y D E C L A R A T I O N S		
		ENDORSEMENT SCHEDULE		
	EDITION		,	
FORM		DESCRIPTION/ADDITIONAL INFORMATION		PREMIUM
3003C	05-10	FLASS REPAIR FORM BUSINESS AUTO COVERAGE FORM		
CA0001	10-13	BUSINESS AUTO COVERAGE FORM FERRORISM COVG INCL IN MAIN COV FORM	\$	16
CA0156	11-13	TERRORISM COVG INCL IN MAIN COV FORM NEBRASKA CHANGES NEBRASKA CHANGES - CANCELLATION NE UNINSURED/UNDERINS MOTORISTS COV COMM AUTO DECLARATIONS/ADDIT'L ITEMS COMM AUTO DECLARATIONS - ITEMS 4 & 5		
CA0221	12-17	VEBRASKA CHANGES - CANCELLATION		
CAZITU	10-13	COMM AUTO DECLARATIONS/ADDIT'L ITEMS		• • •
CA7001A	11-15	COMM AUTO DECLARATIONS - ITEMS 4 & 5		
CA7007	11-15	QUICK REFERENCE BUSINESS AUTO FORM		
CA7093A	03-09	QUICK REFERENCE BUSINESS AUTO FORM JM/UIM SUPPLEMENTAL SCHEDULE RENTAL VEHICLE EXTENSIONS 、 PREJUDGMENT INTEREST		,
CA7312	11-15	RENTAL VEHICLE EXTENSIONS		
CA7313	11-15	PREJUDGMENT INTEREST		~
CA7450	11-17	COMMERCIAL AUTO ELITE EXTENSION 3LKT A.I. PRIM/NONCONTRIB REQ CONTRT IMPT NOTICE -PAYMENT FOR AFTERMARKET 2018 COMMERCIAL AUTO POLICYHOLDER	•	
CA7479	11-15	SLKT A.I. PRIM/NONCONTRIB REQ CONTRT		
CA8297	11-15 04-18	2018 COMMERCIAL AUTO POLICYHOLDER		
CA8331	12-18	IMPORTANT NOTICE TO POLICYHOLDERS		
CA9933	10-13	EMPLOYEES AS INSUREDS		
CA9935	11-13	IMPORTANT NOTICE TO POLICYHOLDER EMPLOYEES AS INSUREDS NEBRASKA AUTO MEDICAL PAYMENTS LOSS PAYABLE CLAUSE NUCLEAR ENERGY LIAB EXCL/BROAD FORM		
CA9944	10-13	LOSS PAYABLE CLAUSE		
IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM		
IL7338	04-01.	COMM'L POLICY ENDORSEMENT SCHEDULE NOTICE OF CANC PROV BY US DESIGNATED		
111330	00-10	NAME OF ENTITY:		
		CITY OF LINCOLN, LANCASTER COUNTY, LINCO	LN-	
		LANCASTER COUNTY PUBLIC BUILDING COMMISS		
		MAILING ADDRESS:		
		555 S 10TH ST		
		LINCOLN, NE 68508		
		NUMBER OF DAYS NOTICE: 30		
		NAME OF ENTITY:		
	•	DE JAGER CONSTRUCTION, INC.		
		MAILING ADDRESS:		
		75 60TH ST SW		
		WYOMING, MI 49548 NUMBER OF DAYS NOTICE: 30		
		NAME OF ENTITY:		
		GIBRALTAR CONSTRUCTION CO.		
	•	MAILING ADDRESS:		
		10040 REGENCY CIR, STE 200		
		OMAHA, NE 68114 NUMBER OF DAYS NOTICE: 30		
		NAME OF ENTITY:		
ם ד קר איתנו	SSUE: 06/1	1/19	<u>ር እስጥ ፕ አስታታ፣</u>	נחי
	131A (ED.		ONTINUE 6E0618	

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

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 by 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 breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

#### **B. AUTOMATIC ADDITIONAL INSUREDS**

The Who Is An Insured provision under Covered Autos Liability Coverage is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The Who Is An Insured provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement,

whichever is less.

#### C. EMPLOYEES AS INSUREDS

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

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. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the Who Is An Insured provision:

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

### 2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

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

- a. Any covered "auto" you lease, hire, rent or borrow, and
- Any covered "auto" hired or rented by your "employee" under a contract in an "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".

# E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following: Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
  - (a) The organization is a partnership or a joint venture; or
  - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

#### F. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who is An insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "Insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

### G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for 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) 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.

#### H. FELLOW EMPLOYEE COVERAGE

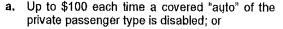
In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in Section II – Covered Autos Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

### I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:



**b.** Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

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

#### J LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

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.

### K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".
- L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the Limits Of Insurance provision under Section III – Physical Damage Coverage.

#### M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:





If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

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

### N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, 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:

- 1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
- 2. Any:
  - Overdue lease/loan payments at the time of the "loss";
  - 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.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

#### O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

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.

#### P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

#### Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

#### R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

- This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
- 2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply 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 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.
- 4. Our payment is limited to the lesser of the following amounts;
  - a. Necessary and actual expenses incurred; or
  - b. \$75 per day, subject to a \$2,250 limit.
- This coverage does not apply while there are spare or reserve "autos" available to you for ' your operations.
- 6. 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 – Transportation Expense Coverage Extension included in this endorsement.
- 7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

#### S. AIRBAG COVERAGE

Section III - Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph C. Limit Of Insurance of Section III – Physical Damage Coverage

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.



U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III - Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.



W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph A. Loss Conditions of Section IV – Business Auto Conditions is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything hecessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

### Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

#### Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

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

#### AA. 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

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 Policy No. WCV 6112891 Insured Total Fire & Security Inc.

Endorsement No. Premium \$

Insurance Company

Accident Fund Insurance Company of America

WC 00 03 13 (Ed. 4-84)

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Countersigned by\_