

**AMENDMENT TO CONTRACT**  
**Annual Service**  
**Weed Abatement-Mowing for the County Weed Authority**  
**Bid No. 19-123**  
**Lancaster County**  
**Expenditure Increase and Change to Combined Expenditure**  
**Beatrice Lawn Care, Inc.**

This Amendment is hereby entered into by and between Beatrice Lawn Care, Inc., 1250 Lakeview Lane, Beatrice, NE 68310 (hereinafter "Contractor") and Lancaster County (hereinafter "County"), for the purpose of amending the Contract dated June 11, 2019, executed under County Contract 19-0441 (hereinafter "Contract"), for Annual Service – Weed Abatement – Mowing for the County Weed Authority, Bid No. 19-123 (hereinafter "Bid 19-123"), which is made a part hereof by this reference.

WHEREAS, "Contracted Vendor(s)" shall mean all vendors who contract or who have contracted with the County pursuant to Bid No. 19-123; and

WHEREAS, "Contracts" shall mean the collective contracts entered into between the County and the Contracted Vendors pursuant to Bid No. 19-123; and

WHEREAS, the Contracts provided for a \$10,000 expenditure per Contracted Vendor; and

WHEREAS, the parties hereby amend the Contract to combine the total expenditures with the other Contracts pursuant to Bid No. 19-123; and

WHEREAS, the parties hereby amend the Contract to increase the combined total expenditure \$20,000.00 for the remainder of the current term; and

WHEREAS, the combined total expenditure to be spent by the County among the Contracted Vendors shall not exceed \$30,000.00 in total for the remainder of the contract term; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract 19-0441, and stated herein the parties agree as follows:

- 1) The parties hereby amend the Contract to combine the total expenditures with the other Contracts pursuant to Bid No. 19-123.
- 2) The parties hereby amend the Contract to increase the combined total expenditure \$20,000.00 for the remainder of the current term.
- 3) The combined total expenditure to be spent by the County among the Contracted Vendors shall not exceed \$30,000.00 in total for the remainder of the contract term.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in full 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  
Lancaster County Signature Page

## Vendor Signature Page

**AMENDMENT TO CONTRACT**  
Annual Service  
Weed Abatement-Mowing for the County Weed Authority  
Bid No. 19-123  
Lancaster County  
Expenditure Increase and Change to Combined Expenditure  
Beatrice Lawn Care, Inc.

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

Mail to: City/County Purchasing  
Attn: Sandy Rocke  
440 So. 8<sup>th</sup> St., Suite 200  
Lincoln, NE 68508  
Or email to: srocke@lincoln.ne.gov

Company Name:	Beatrice Lawn Care, Inc.
By: (Please Sign)	
By: (Please Print)	Joe Armstrong
Title:	President
Company Address:	1250 Lakewood LN, Beatrice, NE 68310
Company Phone & Fax:	(402) 239-9970
E-Mail Address:	joe2106@hotmail.com
Date:	10/4/19
Contact Person for Orders or Service:	Joe Armstrong
Contact Phone Number:	(402) 239-9970

**Lancaster County Signature Page**

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**AMENDMENT TO CONTRACT  
Annual Service  
Weed Abatement-Mowing for the County Weed Authority  
Bid No. 19-123  
Lancaster County  
Expenditure Increase and Change to Combined Expenditure  
Beatrice Lawn Care, Inc.**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

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

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

dated \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
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	Security First Insurance - Beatrice 2301 N 6th BEATRICE NE 68310	CONTACT NAME: Nora Zimmerman	PHONE (A/C, No, Ext): 402 223 4058	FAX (A/C, No): 402 228 9270
		E-MAIL ADDRESS: nzimmerman@security1stbank.com	INSURER(S) AFFORDING COVERAGE	
INSURED	BEATRICE LAWN CARE, INC ARMSTRONG RENTALS LLC 1250 LAKEVIEW LANE BEATRICE NE 68310	INSURER A : EMC Property and Casualty Insurance	NAIC # 25186	
		INSURER B : EMPLOYERS MUTUAL INS CO	21415	
		INSURER C : MARKEL		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES CERTIFICATE NUMBER: 20190506100616397 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 SUBR INSD 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	Y Y	4D13506	05/05/2019	05/05/2020	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y Y	4E13506	05/05/2019	05/05/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y Y	4J13506	05/05/2019	05/05/2020	EACH OCCURRENCE \$
	DED RETENTION \$ 10,000					AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A Y	MWC0096066-03	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster county Public Building Commission are listed as additionally insured.

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF Lincoln and/or Lancaster  
County and/or City of Lincoln/Lancaster County  
Public Building Commission  
555 south 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

© 1998-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS  
INCLUDING COMPLETED OPERATIONS –  
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
Project: City of Lincoln and/or Lancaster County and/or City of Lincoln/ Lancaster County Location Of Project: 555 S 10th Lincoln Ne 68508
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of “your work” performed for that additional insured by or for you at the location designated and described in the Schedule of this endorsement.
- 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 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.
- C. 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.

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PRIMARY AND NONCONTRIBUTORY**

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
Project: City of Lincoln and/or Lancaster County and/or City of Lincoln/ Lancaster County Location Of Project: 555 S 10th Lincoln Ne 68508
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of “your work” performed for that additional insured by or for you at the location designated and described in the Schedule of this endorsement.
- 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 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.
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- 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.

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**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS  
INCLUDING COMPLETED OPERATIONS –  
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Project:</b> CITY OF LINCOLN AND/OR LANCASTER COUNTY
<b>Location Of Project:</b> 333 south 10th street Lincoln NE 68508
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of "your work" performed for that additional insured by or for you at the location designated and described in the Schedule of this endorsement.

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 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.

C. 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.



EMC PROPERTY & CASUALTY COMPANY

POLICY NUMBER: 4D1-35-06---20

BEATRICE LAWN CARE, INC.

EFF DATE: 05/05/19

EXP DATE: 05/05/20

GENERAL LIABILITY POLICY  
DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
CG0001	04-13	COMMERCIAL GEN LIABILITY COV FORM	
CG0300	01-96	DEDUCTIBLE LIABILITY INSURANCE	
CG2106	05-14	EXCL-ACCESS/DISCL OF CONFID/PERSONAL	
CG2147	12-07	EXCL-EMPLOYMENT RELATED PRACTICES	
CG2170	01-15	CAP/LOSSES FROM CERT ACTS/TERRORISM	
CG2176	01-15	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
CG2293	04-13	LAWN CARE SERVICES COVERAGE	
CG2404	05-09	---WAIVER/TRANSFER RIGHTS OF RECOVER NAME OF PERSON OR ORGANIZATION: CITY OF LINCOLN AND/OR LANCASTER COUNTY AND/OR CITY OF LINCOLN/ LANCASTER COUNTY PUBLIC BUILDING COMMISSION BANK OF THE WEST, ITS PARENT BANCWEST CORPORATION AND THEIR RESPECTIVE OFFICERS AND EMPLOYEES C/O INSURANCE TRACKING SERVICES, INC. (ITS) DUSTROL INC. STATE OF NEBRASKA DEPARTMENT OF ROADS	
CG7001A	10-12	GENERAL LIABILITY SCHEDULE	
CG7003	10-13	GL QUICK REFERENCE (OCCURRENCE)	
CG7191	08-14	GENERAL LIAB ESSENTIAL EXTENSION	
CG7193.1	10-13	AI-OWN/LESS/CONTR - INCL COMP OPS  NAME: NEBCO  NAME: CITY OF LINCOLN AND/OR LANCASTER CO AND/OR CITY OF LINCOLN/LANCASTER CO PUB BG COM  NAME: BANK OF THE WEST, ITS PARENT BANCWEST CORP & THEIR RESPECTIVE OFFICERS & EMPLOYEES C/O INSURANCE TRACKING SERVICES, INC. (ITS)	
CG7429	11-98	AMEND - AGGREGATE LIMIT PER PROJECT	
CG7501	10-13	AI-DESIG PERSON/ORGAN-VICAR LIAB NAME/CONCESSIONAIRES/JOB TITLES/ POLITICAL ENTITY/ASSOC. OR ORG./ETC.  BANK OF THE WEST  LINCOLN ELECTRIC SYSTEM	

DATE OF ISSUE: 04/11/19

(CONTINUED)

FORM: IL7131A (ED. 04-01)

008

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4D13506 2001





EMC PROPERTY & CASUALTY COMPANY  
 BEATRICE LAWN CARE INC

POLICY NO: 4D1-35-06---20  
 EFF DATE: 05/05/19 EXP DATE: 05/05/20

GENERAL LIABILITY SCHEDULE

CODE NO./EXPOSURE/CLASSIFICATION	PRODUCTS/COMPL OPS RATE	ADVANCE PREM	ALL OTHER RATE	ADVANCE PREM
LOCATION 001 87734 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US CG2404 PREMIUM BASIS: EACH EXPOSURE: 4 (SUBLINE /334)			\$	0
ADDITIONAL INTEREST ( 1-334) CITY OF LINCOLN AND/OR				15
ADDITIONAL INTEREST ( 2-334) BANK OF THE WEST, ITS PARENT				15
ADDITIONAL INTEREST ( 3-334) DUSTROL INC.				15
ADDITIONAL INTEREST ( 4-334) STATE OF NEBRASKA				15
87748 AMENDMENT - AGGREGATE LIMITS OF INSURANCE (PER PROJECT) PREMIUM BASIS: FLAT CHARG EXPOSURE: 1 (SUBLINE /334)			\$	50
87767 ADDITIONAL INSURED - DESIGNATED PERSONS OR ORGANIZATIONS - VICARIOUS LIAB CG7501 PREMIUM BASIS: EACH EXPOSURE: 7 (SUBLINE /334)			\$	0
ADDITIONAL INTEREST ( 1-334) BANK OF THE WEST				30
ADDITIONAL INTEREST ( 2-334) LINCOLN ELECTRIC SYSTEM				30
ADDITIONAL INTEREST ( 3-334) WRK REAL ESTATE, LLC				30
ADDITIONAL INTEREST ( 4-334) TOTAL WINTER SOLUTIONS INC.				30
ADDITIONAL INTEREST ( 5-334) DENT ENTERPRISE, INC. DENTCO				30
ADDITIONAL INTEREST ( 6-334) DUSTROL INC.				30
ADDITIONAL INTEREST ( 7-334) STATE OF NEBRASKA				30

DATE OF ISSUE: 04/11/19 BPP

(CONTINUED)



Auto

EMPLOYERS MUTUAL CASUALTY COMPANY

PRIOR POLICY: 4E1-35-06

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

POLICY PERIOD: FROM 05/05/19 TO 05/05/20

\*-----\*
\* POLICY NUMBER \*
\* 4 E 1 - 3 5 - 0 6---20 \*
\*-----\*

ITEM ONE:

N A M E D I N S U R E D :

P R O D U C E R :

BEATRICE LAWN CARE, INC.
1250 LAKEVIEW LANE
BEATRICE NE 68310

SECURITY FIRST BANK
DBA SECURITY FIRST INSURANCE
2301 N 6TH ST
BEATRICE NE 68310-1215

DIRECT BILL

AGENT: AB 8192
AGENT PHONE: (402)223-4058
NORA L. ZIMMERMAN
CLAIM REPORTING: (888)362-2255
SERVICING CARRIER: (402)951-8300

THIS POLICY RENEWAL IS OFFERED CONTINGENT UPON THE RECEIPT OF PAYMENT WHICH IS DUE ON 05/05/19.

INSURED IS: CORPORATION

BUSINESS DESC: LAWN CARE SERVICES

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

EACH OF THESE COVERAGES WILL APPLY ONLY TO THOSE 'AUTOS' SHOWN AS COVERED 'AUTOS'. 'AUTOS' ARE SHOWN AS COVERED 'AUTOS' FOR A PARTICULAR COVERAGE BY THE ENTRY OF ONE OR MORE OF THE SYMBOLS FROM THE COVERED AUTO SECTION OF THE COMMERCIAL AUTO COVERAGE FORM NEXT TO THE NAME OF THE COVERAGE.

Table with 4 columns: COVERAGES, COVERED AUTOS, LIMITS/DEDUCTIBLES, PREMIUM. Rows include COVERED AUTOS LIABILITY, AUTO MEDICAL PAYMENTS, UNINSURED AND UNDERINSURED MOTORISTS.

PHYSICAL DAMAGE COVERAGE (ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS THE DEDUCTIBLE, FOR EACH COVERED AUTO).

Table with 4 columns: COVERAGE, CODE, DESCRIPTION, PREMIUM. Rows include COMPREHENSIVE, COLLISION, PREMIUM FOR ATTACHED ITEMS, and PREMIUM FOR ENDORSEMENTS.

\*ESTIMATED TOTAL POLICY PREMIUM . \$ 24,499.00

DATE OF ISSUE 04/11/19 (BPP)
CA7000A 11-15 BPP

02/19/19 008 CG 4E13506 2001

CONTINUED



EMPLOYERS MUTUAL CASUALTY COMPANY

NAMED INSURED ENDORSEMENT

POLICY PERIOD: FROM 05/05/19 TO 05/05/20

\*-----\*  
\* POLICY NUMBER \*  
\* 4 E 1 - 3 5 - 0 6 ---20 \*  
\*-----\*

NAMED INSURED :

PRODUCER :

BEATRICE LAWN CARE, INC.  
1250 LAKEVIEW LANE  
BEATRICE NE 68310

SECURITY FIRST BANK  
DBA SECURITY FIRST INSURANCE  
2301 N 6TH ST  
BEATRICE NE 68310-1215

DIRECT BILL

AGENT: AB 8192  
AGENT PHONE: (402)223-4058  
NORA L. ZIMMERMAN  
CLAIM REPORTING: (888)362-2255  
SERVICING CARRIER: (402)951-8300

THIS ENDORSEMENT CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY.

\*-----\*  
\* ENDORSEMENT EFFECTIVE DATES: 05/05/19 TO 05/05/20 \*  
\*-----\*

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE NAMED INSURED  
IS AMENDED TO READ AS FOLLOWS:

1ST NAMED INSURED:  
BEATRICE LAWN CARE, INC.

NO. 02:  
ARMSTRONG RENTALS, LLC

PLACE OF ISSUE: OMAHA, NE  
DATE OF ISSUE: 04/11/19

FORM: IL7130A (ED. 04-01)

008

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4E13506 2001



PAGE NO: 2

EMPLOYERS MUTUAL CASUALTY COMPANY

PRIOR POLICY: 4E1-35-06

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

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FORMS APPLICABLE:

0405B(01/18)\*, 3003C(05/10)\*, CA0001(10/13)\*, CA0156(11/13)\*,  
CA0221(12/17)\*, CA0444(10/13)\*, CA2170(10/13)\*, CA7001A(11/15)\*,  
CA7002A(11/15)\*, CA7007(11/15)\*, CA7093A(03/09)\*, CA7266(11/15)\*,  
CA7270(11/17)\*, CA7312(11/15)\*, CA7313(11/15)\*, CA8112.2(11/15)\*,  
CA8232(01/18)\*, CA8297(04/18)\*, CA8331(12/18)\*, CA9933(10/13)\*,  
CA9935(11/13)\*, IL0021(05/02)\*, IL7130A(04/01)\*, IL7131A(04/01)\*,  
IL7338(05/15)\*, IL8576(10/17)\*  
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INCLUDES COPYRIGHTED MATERIAL OF ISO PROPERTIES, INC., WITH ITS PERMISSION.  
DATE OF ISSUE 04/11/19 (BPP)

CA7000A 11-15 BPP 02/19/19 008 CG 4E13506 2001



EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 4E1-35-06---20

BEATRICE LAWN CARE, INC.

EFF DATE: 05/05/19

EXP DATE: 05/05/20

COMMERCIAL AUTO POLICY  
DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*0405B	01-18	PRIVACY NOTICE	
*3003C	05-10	GLASS REPAIR FORM	
*CA0001	10-13	BUSINESS AUTO COVERAGE FORM	
		TERRORISM COVG INCL IN MAIN COV FORM	\$ 31
*CA0156	11-13	NEBRASKA CHANGES	
*CA0221	12-17	NEBRASKA CHANGES - CANCELLATION	
*CA0444	10-13	WAIVER OF TRANSFER OF RIGHTS NAME(S) OF PERSON(S) OR ORGANIZATIONS(S): - DUSTROL INC. - STATE OF NEBRASKA DEPARTMENT OF ROADS	
*CA2170	10-13	NE UNINSURED/UNDERINS MOTORISTS COV	
*CA7001A	11-15	COMM AUTO DECLARATIONS/ADDIT'L ITEMS	
*CA7002A	11-15	COMM AUTO DECLARATIONS - ITEMS 4 & 5	
*CA7007	11-15	QUICK REFERENCE BUSINESS AUTO FORM	
*CA7093A	03-09	UM/UIM SUPPLEMENTAL SCHEDULE	
*CA7266	11-15	DESIGNATED INSURED PERSON/ORGANIZATION  - LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION	
( *CA7270 )	11-17	COMMERCIAL AUTO ESSENTIAL EXTENSION	
*CA7312	11-15	RENTAL VEHICLE EXTENSIONS	
*CA7313	11-15	PREJUDGMENT INTEREST	
*CA8112.2	11-15	IMPT NOTICE -PAYMENT FOR AFTERMARKET	
*CA8232	01-18	POLICYHOLDER NOTICE	
*CA8297	04-18	2018 COMMERCIAL AUTO POLICYHOLDER	
*CA8331	12-18	IMPORTANT NOTICE TO POLICYHOLDERS	
*CA9933	10-13	EMPLOYEES AS INSUREDS	
*CA9935	11-13	NEBRASKA AUTO MEDICAL PAYMENTS	
*IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL7338	05-15	NOTICE OF CANC PROV BY US DESIGNATED NAME OF ENTITY: LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION MAILING ADDRESS: 555 SO 10TH ST LINCOLN, NE 68508 NUMBER OF DAYS NOTICE: 30	
*IL8576	10-17	MEDICARE IMPT NOTICE TO POLICYHOLDER	

DATE OF ISSUE: 04/11/19

FORM: IL7131A (ED. 04-01)

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4E13506 2001

Auto (Policy # 511 Dec page)

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ESSENTIAL 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. AUTOMATIC ADDITIONAL INSUREDS

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

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

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II - Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

- e. 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.

C. 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.

D. 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 \$3,000 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 \$350 a day because of time off from work.

E. 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:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- 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.

## F. LOCKSMITH SERVICES

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

We will pay up to \$50 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto" for which Comprehensive coverage is provided. The deductible is waived for these services.

## G. 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 \$1,000 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 expiration, 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".

## H. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$1,000 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.

## I. 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, \$75,000, 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.

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

## J. 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.

## K. RENTAL REIMBURSEMENT

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

1. 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. \$50 per day, subject to a \$1,500 limit.
5. 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.

**L. 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.

**M. 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.

**N. 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.

**O. 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:

d. 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".

**P. 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 Part 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 non-renewal.

**Q. 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.

**R. LIBERALIZATION**

Paragraph **B.3. Liberalization** is amended for this endorsement as follows:

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.



WC

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.

Subrogant Information	Schedule		Payroll
	Class Code	Description	
City of Lincoln Lancaster County 555 SOUTH 10TH LINCOLN NE 68508	9102	Lawn - Maintenance-Commercial Or Domestic & Drivers	\$45,000.00

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

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

Endorsement Effective 06/01/2019 6/1/19 Policy No. MWC0096066-03 Endorsement No.

Insured: BEATRICE LAWN CARE, INC. Premium (See Attached)

Insurance Company: Markel Insurance Company

Countersigned by [Signature]

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