



April 20, 2017

Lancaster County Engineering
444 Cherrycreek Road, Bldg C
Lincoln, Nebraska 68528
402-441-1852 Direct

Attention: Brendan C. Lilley, P.E.

Re: Wetland Delineation & Permitting Services with Related Services
Lancaster County Six (6) Erosion Control Sites
Described in "Request for Proposals Wetland Report
And Permitting Lancaster County, Nebraska"
Proposal No. 2017-007

Dear Mr. Lilley:

James Natural Resource Consulting (JNRC) is pleased to submit this proposal to assist the County Engineer (County) identify environmental conditions at six erosion control locations as described in the "Request for Proposals Wetland Report and Permitting Lancaster County, Nebraska" (Project). Professional services included in this proposal include Wetland Delineation Services, submittal of a Department of Army (DA) Permit Package pursuant to Section 404 of the CWA, 33 U.S.C. 1344, floodplain permit application submittal, and a threatened and endangered species review. The purpose of services, as proposed by JNRC, is to determine if the proposed erosion control project will have adverse effects on the natural environment.

Wetland delineation services cannot be conducted before May 1, 2017 as instructed by the Omaha District U. S. Army Corps of Engineers (USACE). JNRC will seek advanced permission from the District Engineer to conduct the required fieldwork for the wetland analysis in order to meet the proposed schedule. The County will be notified prior to JNRC commencing work as described in the following proposal for right of entry verification.

As part of this proposal for services, JNRC will make attempts to streamline the process for additional culvert replacement projects. During coordination with the environmental agencies listed within this proposal, suggestions on how to streamline the process will be documented. The County will be notified of all communications with environmental agencies. Streamlining the process could save the County time and money.



A. SCOPE OF SERVICES

The proposed Scope of Services is described as follows:

TASK 1. WETLAND AND PERMITTING SERVICES

1.1 Initial Review/Desktop Analysis

Prior to conducting field work the JNRC will identify potential Water of the U.S. (WOUS), including wetlands, in the project areas by researching publicly-available data and resources including, but not limited to: current and historic aerial imagery, National Wetlands Inventory, National Hydrography Dataset, hydric soils, topography, and/or floodplains in order to identify areas most likely to contain wetlands and to be impacted by the proposed project. This preliminary evaluation will be used to identify potential wetlands and other waters of the U.S. near each erosion control project location.

1.2 Field Reconnaissance

JNRC will conduct a site visit to determine areas of potential impact and determine baseline conditions for the site. Delineation boundaries shall be included in the plans. The wetland delineation will use mandatory technical criteria, field indicators, and other sources of information to determine whether the area has jurisdictional wetlands. If wetlands or linear waterways are present, the boundaries within the subject area will be identified. The methods JNRC will use in the delineation will generally follow the Corps of Engineers Wetlands Delineation Manual (1987 Manual) (Environmental Laboratory, 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region, Version 2.0 (Midwest Region Supplement) (Environmental Laboratory, 2010) for identifying and delineating jurisdictional wetlands. Methods used during the field delineation are suitable for use in obtaining a U.S. Army Corps of Engineers Section 404 Permit.

1.3 Wetland Delineation Report

JNRC will prepare a Wetland Delineation Report on the applicable data and wetland jurisdictional rationale suitable for submittal with a Section 404 Permit Application. The report will be issued to the Client within 30 days of conducting the fieldwork.

1.4 Section 404 Nationwide Permit Application

A Section 404 Permit Application is required by the USACE for the impact of Jurisdictional Waters of the U.S. This includes impacts to jurisdictional wetlands, jurisdictional waterways and drainage, and/or fill or shaping below the ordinary high watermark of jurisdictional water. For the purpose of this proposal and scope of service, JNRC assumes a **Nationwide Permit** (NWP) may be required to complete the Project.



For a Nationwide permit (less than 0.5-acre of wetland impact and no channelization), the lead time for the USACE to review the permit is 30-45 days after submittal.

JNRC will submit the Wetland Delineation Report to the USACE along with the permit application. This scope of services assumes that the County will furnish the specifications, engineering data, the boundaries of disturbance, amount of fill, and design specification. The final signed permit will include an ENG 4345, Wetland Delineation Report and supporting material, and applicable plans (furnished by LRA). This scope assumes a Compensatory Mitigation Plan to offset impacts to waters of the U.S. will not be required by the USACE. This permit will be used if the scope of the project meets the USACE criteria for Nationwide Permits. In the event the scope of the project exceeds the limits set by the USACE for Nationwide Permits the County will be required to submit an Individual Permit Application (IP). Fees for an IP would be negotiated with the County and are not included in this proposal.

JNRC will provide a draft permit for the Client's review, if requested. In addition, JNRC will act as the authorized agent for the Client and submit a paper copy of the permit application to the USACE.

Task 2. RELATED SERVICES

2.1 Threatened and Endangered Species Review

JNRC will conduct a literature and agency file search to identify the potential occurrence of federally listed and State listed threatened and endangered (T&E) species that includes all six proposed sites. The literature search includes information from the U.S. Fish and Wildlife Service (USFWS) website, Nebraska Game and Parks Commission (NGPC) website, and public records of potential T&E occurrence in Lancaster County, Nebraska.

JNRC will send a project notification letter to the NGPC as notification of the project. Although the Request for Proposals did not include notifying the USFWS, JNRC recommends a copy of the communication to NGPC be sent for their file. The notification letter will contain the following:

- Description of project and locations,
- A Project Location Map on an aerial photograph,
- List of both State and Federal species potentially found in the area,
- A habitat review for each of the six erosion control sites; and
- Likelihood that listed species would be disturbed or impacted.

The letter will request concurrence and comments on the projects, if warranted. This review does not include Section 7 consultation with the USFWS or formal consultation with NGPC. If those tasks are requested, JNRC will present information to the County where any and all decisions will be made to move forward with additional tasks.



2.2 Floodplain Permit Application

JNRC will obtain a Lancaster County Floodplain Permit for the erosion control project, where applicable. The area of each project will be reviewed through information found on the FEMA website and the State's *Map of Local Flood Hazard* found on the City of Lincoln's website. The County will provide relevant engineering information required to complete the floodplain application.

2.3 State Historical Preservation Office (SHPO) Clearance

JNRC will draft a letter to the Nebraska SHPO with project background and information. The letter will include a map of the project sites and a request to review the six areas for archaeological resources. The letter will also solicit a response from the SHPO providing project clearance.

B. ASSUMPTIONS AND KEY UNDERSTANDINGS

1. The client will supply right of entry verification.
2. Stacey Mather will conduct the site visit and client coordination.
3. The 1985 FSA Methodology will not be applied to the area of investigation unless requested by the USACE.
4. Additional data requests resulting from the comprehensive report of those mentions herein are not anticipated. In addition, meetings as a result of the wetland delineation are not anticipated.
5. Fees associated with an Environmental Site Assessment, wetland mitigation site location and design, and annual monitoring services are not included in this proposal.
6. Fees for a USACE Individual Permit application are not included in the scope. The scope of services assumes that impacts will be less than 0.5 acre.
7. Fees associated with documents according to the Council on Environmental Quality (CEQ) and the National Environmental Policy Act (NEPA) such as a NEPA Determination Form, Categorical Exclusion (checklist or document), Environmental Assessment, and Environmental Impact Statement are not included in this scope of services. The above mentioned services can be provided by JNRC in a Supplemental Agreement, if necessary.
8. The site visit does not include archaeological and/or cultural resources. These services have must be conducted by a qualified archaeologist.
9. Fees do not include application for a USFWS Take Permit. USFWS requires a special permission



to survey, handle, or pursue federally listed species. Surveys will be limited to habitat review during the wetland delineation.

10. The client should understand that JNRC cannot guarantee that the USACE or other relevant government agencies will ultimately approve the prepared Wetland Delineation Report and/or Section 404 Permit Application. Such approval is beyond JNRC's control.
11. If the County terminates the contract prior to completing all six sites, JNRC will be paid on the percent completion of the work, plus directs.

C. COMPENSATION

The proposed fee is based on the wetland services and related services. Cost is shown for individual sites and as a lump sum value. The proposed fee for the services described in this proposal is as follows:

TASK DESCRIPTION	PROPOSED COST PER SITE	TOTAL FOR ALL SIX SITES
Desktop Review	\$113	\$680
Fieldwork	\$750	\$4500
Wetland Report	\$1,000	\$6,000
404 Permit Application	\$750	\$4500
Endangered Species Review	\$340	\$2040
Coordination Letters (NGPC and SHPO)	\$113	\$680
One (1) Kickoff meeting with the USACE (attempt to streamline)	NA	\$227
Floodplain Application	\$113	\$680
Directs (mileage, hard copies of reports)	NA	\$540
Total Estimated Costs	\$3,179	\$19,074

NOTE: Cost is broken out per site. If one of the activities is unnecessary for a particular site, the cost will be subtracted for the total estimated cost.



D. AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning this proposal to JNRC. I appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

If you have any questions or concerns regarding this proposal or require additional services, please contact Stacey at (402) 709-0285 or by e-mail at Stacey@JamesNRC.com.

Sincerely,

Stacey L. Mather, CWB

Owner - James Natural Resource Consulting



NOTICE TO PROCEED

Wetland Delineation & Permitting Services with Related Services

Lancaster County Six (6) Erosion Control Sites

**Described in “Request for Proposals Wetland Report
And Permitting Lancaster County, Nebraska”**

Proposal No. 2017-007

The foregoing Proposal is hereby accepted by:

Company or entity: _____

Name (please print): _____ Title: _____

Billing Address: _____

Phone Number: _____ email address: _____

Special Instructions (access, etc.):

Signature: _____ Date: _____

By signing this agreement, you will be responsible for all charges and that you are authorized to act in behalf of your firm. Please email Notice-to-Proceed to me at Stacey@JamesNRC.com as soon as possible for my records.



GENERAL TERMS AND CONDITIONS

1. AUTHORIZATION TO PROCEED.

Signing of the accompanying AGREEMENT for environmental and related services shall be authorization by the CLIENT for James Natural Resource Consulting (JNRC) or "CONSULTANT" to proceed with the professional services described in the Agreement for Services for JNRC Project Number 2017-007 (proposal), unless otherwise stated in the AGREEMENT form.

2. GENERAL

These General Terms and Conditions govern the provision of all services from or on behalf of the CONSULTANT to the CLIENT and apply to all dealings between the CONSULTANT and the CLIENT. These mutually agreed covenants which include as a minimum the attached written proposal (Proposal) including a Scope of Services and these General Terms and Conditions constitute the "AGREEMENT." This AGREEMENT defines the relationship between the "CLIENT" as identified in the Proposal and JNRC for the Project as defined in the Proposal. The professional services of JNRC shall include services conducted by employees of JNRC, independent professional associates, consultants and subconsultants.

These General Terms and Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties and shall apply in preference to and supersede any and all terms and conditions of any order placed by the CLIENT and any other terms and conditions submitted by the CLIENT. Failure of the CONSULTANT to object to terms and conditions set by the CLIENT shall in no event be construed as an acceptance of any terms and conditions of the CLIENT.

Neither the CONSULTANT's commencement of performance nor the CONSULTANT's delivery shall be deemed or constituted as acceptance of any of the CLIENT's terms and conditions.

3. THE PROJECT

The CONSULTANT shall complete the Project with reasonable skill, care and diligence in accordance with the Agreement.

The CONSULTANT shall provide the CLIENT with such reports of his work on the Project at such intervals and in such form as the CLIENT may from time to time require.

The CLIENT has the right to notify the CONSULTANT that it wishes to modify its requirements in relation to the Project. Such modifications shall not enter into effect until the parties have agreed in writing on the consequences thereof such as to the Agreement fee and the completion date of the Project.

4. SUBCONTRACTORS

The CONSULTANT shall be free to involve third parties, availing of specific expertise, in the performance of the Project, provided that the CONSULTANT shall have these third parties enter into confidentiality obligations similar to the confidentiality obligations applicable to the CONSULTANT. If requested by the CLIENT, the CONSULTANT shall identify these third parties, specifying in each case their specific expertise.

5. INVOICING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall promptly pay JNRC for services conducted in accordance with the rates and charges set forth herein. Invoices will be submitted by JNRC on a monthly basis and shall be due and payable upon receipt. The CLIENT shall pay an additional charge of ten percent (10%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by JNRC more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.



If the CLIENT for any reason fails to pay the undisputed portion of JNRC's invoices within thirty (30) calendar days from the invoice date, JNRC may cease work on the project.

Unless the specific provisions of Proposal provides otherwise, then payment under this AGREEMENT is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense or per diem), and the provisions of the following sub-paragraphs shall apply:

- a. The minimum time segment for billing field work is four (2) hours. The minimum time segment for billing work at an office is one-half (1/2) hour.
- b. Project subcontracts (e.g. archaeological survey, Phase I and/or Phase II ESA, trenching, special testing, sample analysis or other professional services, etc.) will be billed at cost plus 15% for handling and administration.
- c. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost plus 10%. The use of reusable field and support equipment owned by JNRC will be billed at negotiated rates. In the event that equipment does not have a current rate, a daily rate of 2% of purchase price of equipment will be used.
- d. When applicable, rental charges will be applied to cover the cost of equipment, apparatus, instrumentation or other technical machinery. When such charges are applicable, CLIENT will be advised at the start of an assignment, task or phase.
- e. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense but not actual documentation. If requested by CLIENT, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

6. INTELLECTUAL PROPERTY AND OWNERSHIP OF DATA

All documents including drawings and reports prepared or furnished by JNRC (and JNRC's independent professional associates, consultants, and subconsultants) pursuant to this AGREEMENT are instruments of service in respect of the Project, and JNRC shall retain an ownership and property interest therein, whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by CLIENT or others as extensions of the Project or on any other project. Any re-use without written verification or adaptation by JNRC for the specific purpose intended will be at CLIENT's risk and without liability or legal exposure to JNRC or JNRC's, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatever arising out of or resulting therefrom. Any such verification or adaptation will entitle JNRC to further compensation at rates to be agreed upon by the CLIENT and JNRC.

Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed by JNRC. Files in electronic media format or text, data, graphic or other types that are furnished by JNRC to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, JNRC makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by JNRC at the time electronic files were furnished to the CLIENT.

7. CONFIDENTIALITY

JNRC shall maintain as confidential and not disclose to others without CLIENT's prior written consent all information obtained from CLIENT that was not otherwise previously known to JNRC or in the public domain and is expressly designated by CLIENT in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of JNRC, (2) is furnished by or obtained from a third party who is under no obligation to keep he information



confidential, or (3) is required to be disclosed by la on order of a court, administrative agency, or other authority with proper jurisdiction.

CLIENT agrees that JNRC may use and publish CLIENT's name and a general description of JNRC's services with respect to the Project in describing JNRC's experience and qualifications to other clients or potential clients.

8. WARRANTIES, LIABILITY AND INDEMNIFICATION

The CONSULTANT, and any person put forward by the CONSULTANT to conduct the Project, shall not be liable if the services provided or the results generated by him in the Project are not absolutely correct, nor does the CONSULTANT, or any person put forward by the CONSULTANT to conduct the Project, warrant, either expressed or implied, that the performance by him of the Project will not infringe upon intellectual property rights of any third party.

The CONSULTANT, nor any person put forward by the CONSULTANT to conduct the Project, shall not be responsible for any loss, destruction or damage of whatsoever nature (including injury or death) incurred by the CLIENT, its employees or third parties, resulting from the use of the Project results by the CLIENT, except to the extent that the same can be shown to be due to negligence or willful misconduct on the part of the CONSULTANT or his employees. The CLIENT shall indemnify the CONSULTANT accordingly.

The CLIENT shall not be responsible for any loss, destruction or damage of whatsoever nature (including injury or death) incurred by the CONSULTANT, its employees or third parties, related to the performance by the CONSULTANT of the Project, except to the extent that the same can be shown to be due to negligence or willful misconduct on the part of the CLIENT or its employees. The CONSULTANT shall indemnify the CLIENT accordingly.

In any event, neither party shall be liable to the other party for any consequential, indirect, special, incidental or exemplary damages of any nature whatsoever that may be suffered by the other party.

9. TERM AND TERMINATION

Either party may terminate the AGREEMENT, in whole or part, fourteen (14) days after giving written notice, if the other party substantially fails to fulfill its obligations under the AGREEMENT through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination.

Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs JNRC incurs relating to commitments that had become firm before termination, and for a reasonable profit for services rendered.

10. GOVERNING LAW

This AGREEMENT is to be governed by and construed in accordance with the laws of the State of Nebraska, unless mutually agreed in writing by CLIENT and JNRC to be in accordance with the laws of the state where the Project is located.

11. INSURANCE

JNRC agrees to purchase, at its own expense, Professional Liability Insurance and will upon request, furnish insurance certificates to CLIENT. JNRC agrees to indemnify CLIENT for the claims covered by JNRC's insurance.

JNRC agrees to maintain additional insurance according to the attached Insurance Clause for All Lancaster County Contracts, including the required Professional Liability, Commercial General Liability, and Automobile Liability coverages described therein. Contractor does not maintain Workers' Compensation Insurance and thus Contractor



agrees that Contractor alone will perform all obligations outlined in the Agreement and will not delegate any obligations to a third party.

12. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding JNRC's services. If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this AGREEMENT and the termination this AGREEMENT for any cause. This AGREEMENT between CLIENT and JNRC shall pertain only to the benefit of the parties hereto, and no third party shall have rights hereunder.

Document editions: 04/01/13 10/01/09 12/01/08
RCG Commercial General Liability Forms 04/01/13
Regional Companies Group Effective Dates: Commercial General Liability Nebraska Effective 09/01/2013 - 01/01/2999

COMMERCIAL GENERAL LIABILITY
CG 88 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I – Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability,

Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. **Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV – Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. **Excess Insurance**:
The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. **Damage To Property** is replaced by the following:
Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:
 - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.
 Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.
A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

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- b. The last paragraph of subsection 2. **Exclusions** is replaced by the following:
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.
2. Paragraph 6. under Section III – Limits Of Insurance is replaced by the following:
 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:
 - a. Any one premise:
 - (1) While rented to you; or
 - (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or
 - b. Contents that you rent or lease as part of a premises rental or lease agreement.
3. As regards coverage provided by this provision D. **EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of **Definitions** is replaced with the following:
 - 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. **Insuring Agreement of Section I – Coverage C – Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. Under **Supplementary Payments – Coverages A and B**, Paragraph 1.b. is replaced by the following:
 - b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph 1.d. is replaced by the following:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II – **Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but 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 the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

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- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b) The construction, erection, or removal of elevators; or
 - c) The ownership, maintenance, or use of any elevators covered by this insurance.

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.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**.

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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

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 that 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.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. 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:

- a. Required by the contract or agreement; or

- b. 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.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

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- b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III – Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

- (1) "Bodily injury" or "personal and advertising injury":

- To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

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Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However,
- Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV – Commercial General Liability Conditions**, the following is added to **Condition 6. Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV – Commercial General Liability Conditions**, the following is added to **Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II – Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V – Definitions**, Definition 3. is replaced by the following:

- 3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

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P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

- a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV – Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

- 1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
- 2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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CERTIFICATE OF LIABILITY INSURANCE

JAMES-2 OP ID: JR

DATE (MM/DD/YYYY)
04/10/2017

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 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 Quinn Insurance, Inc. 11815 M Street, Suite #200 Omaha, NE 68137-2232 Amy Mason, CIC, CPIA	CONTACT NAME: JP Respeliers PHONE (A/C, No, Ext): 402-894-7486 FAX (A/C, No): 402-891-1252 E-MAIL ADDRESS: Jrespeliers@quinninsurance.com														
INSURED Stacey Mather DBA James Natural Resource Consulting 2730 N 127th St Omaha, NE 68164	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Mutual Insurance</td> <td style="text-align: center;">36919</td> </tr> <tr> <td>INSURER B : United States Liability Ins Co</td> <td> </td> </tr> <tr> <td>INSURER C : </td> <td> </td> </tr> <tr> <td>INSURER D : </td> <td> </td> </tr> <tr> <td>INSURER E : </td> <td> </td> </tr> <tr> <td>INSURER F : </td> <td> </td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Insurance	36919	INSURER B : United States Liability Ins Co		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 2 REVISION NUMBER: 1

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.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BLS1857932611	03/30/2017	03/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liabi			SP1565776	04/03/2017	04/03/2018	Pro Liabi 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lancaster County is additional insured in accordance with endorsement FORM #CG8810413, as modified and attached hereto

CERTIFICATE HOLDER <p style="text-align: center;">LANCA01</p> Lancaster County Building C 444 Cherry Creek Road Lincon, NE 68528	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



CIVIC

1120378106

AGENT

ANTHONY ANDERSON
11204 DAVENPORT ST STE 200
OMAHA, NE 68154-2658

PHONE: (402)393-0300

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID. NUMBER	CLASS
2016	HONDA	CIVIC	4DR	19XFC1F91GE043874	103011F300

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage	\$248.84
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$50,000 \$100,000	
	Property Damage Limit	
	Each Accident	
	\$50,000	
C	Medical Payments Coverage	\$25.16
	Limit - Each Person	
	\$5,000	
D	Comprehensive Coverage - \$500 Deductible	\$93.65
G	Collision Coverage - \$500 Deductible	\$271.84
H	Emergency Road Service Coverage	\$3.93
U	Uninsured Motor Vehicle Coverage	\$4.22
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$50,000 \$100,000	
W	Underinsured Motor Vehicle Coverage	\$9.38
	Bodily Injury Limits	
	Each Person, Each Accident	
	\$50,000 \$100,000	

Total premium for FEB 11 2017 to AUG 11 2017. \$657.02 This is not a bill.

IMPORTANT MESSAGES

Replaced policy number 1117894-27A001.

New Policy Form

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such as the coverages you have, where you live, the kind of car you drive, how your car is used, who drives the car, and information from consumer reports including credit history.

Your premium was determined by information from consumer reports including credit history; Time Since Most Recent Adverse Public Record Item;

IMPORTANT NOTICE REGARDING YOUR PREMIUM

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such as the coverages you have, where you live, the kind of car you drive, how your car is used, who drives the car, and information from consumer reports including credit history.

You have the right to request, no more than once during a 12-month period, that your policy be re-rated using a current credit-based insurance score. Re-rating could result in a lower rate, no change in rate, or a higher rate.

COVERAGE AND LIMITS See your policy for an explanation of these coverages.

A	Liability	
	Bodily Injury 50,000/100,000	
	Property Damage 50,000	\$228.35
C	Medical Payments 5,000	\$18.92
H	Emergency Road Service	\$3.93
U	Uninsured Motor Vehicle	
	Bodily Injury 50,000/100,000	\$4.22
W	Underinsured Motor Vehicle	
	Bodily Injury 50,000/100,000	\$9.38
Total Premium		\$264.80

If any coverage you carry is changed to give broader protection with no additional premium charge, we will give

you the broader protection without issuing a new policy, starting on the date we adopt the broader protection.

DISCOUNTS These adjustments have already been applied to your premium.

3-STAR	✓
Multiple Line	✓
Multicar	✓
Vehicle Safety	✓
Total Discounts	\$289.05

SURCHARGES AND DISCOUNTS

AUTOMOBILE RATING PLAN - Applies to private passenger cars only.

3-Star Discount - Your policy may be eligible for our 3-Star Discount. To qualify, assigned drivers must have had no at-fault accidents and no minor violations during the past three years, and no major violations during the past five years. There must also be at least one driver who has been licensed in the United States or Canada for at least three years, and the vehicles in your household must not have been driven without liability insurance.

2-Star Discount - If your policy does not qualify for our 3-Star Discount, the 2-Star Discount applies unless the insured vehicle (or the vehicle it replaced) has been driven without liability insurance during the past twelve months.

Driver Record Levels - Based on accident and violation records over the past three years, State Farm sets a Driver Record Level for each driver assigned to a car. The lowest level, which results in the lowest premium, is Driver Record Level 1. Accidents and violations generally result in higher Driver Record Levels and higher premiums. We may adjust the Driver Record Level based on each driver's most recent

(continued on next page)

ST-5
0203-G002

