

**ENGINEERING AGREEMENT**  
**FOR**  
**THE SAFETY ANALYSIS OF S. 68<sup>TH</sup> AND 148<sup>TH</sup> ROADS**  
**IN LANCASTER COUNTY, NEBRASKA**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **Lancaster County**, hereinafter referred to as the "**COUNTY**", and the firm of **Felsburg Holt & Ullevig**, hereinafter referred to as the "**ENGINEER**";

**WHEREAS** the **COUNTY** desires to employ the **ENGINEER** to render professional engineering services and such other services as may be required and as hereinafter set forth in the scope of work for the safety analysis of South 68th Road corridor from Saltillo Road to Firth Road near Norris School and 148th Road from Old Cheney to I-80 near Waverly Schools (See "Exhibit C" for map);

**WHEREAS**, the **ENGINEER** is willing to perform such work in accordance with the terms hereinafter provided and does represent it is in compliance with the Nebraska Statutes relating to the registration of professional engineers, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. **SCOPE OF WORK**

- A. The **ENGINEER** agrees to provide the services set out in the Scope of Services ("Exhibit A") for 68<sup>th</sup> and 148<sup>th</sup> Safety Study, in Lancaster County, Nebraska.
- B. Upon receiving written notice to proceed from the **COUNTY**, the **ENGINEER** shall perform the work required under this agreement as detailed in Exhibit A and the Engineer's Work Hour and Fee Estimate ("Exhibit B").

II. **TIME OF BEGINNING AND COMPLETION OF THE WORK**

- A. The **ENGINEER** will complete the work as follows:
  - 1. The **ENGINEER** shall do all the work according to the schedule in attached Exhibit A and shall complete all work required under this agreement in a satisfactory manner by December 31, 2019. Any work or services performed on the project prior to the Notice-to-Proceed date is not eligible for reimbursement. Any costs incurred after the completion date are not eligible for reimbursement unless the **COUNTY** has provided a written extension of time.

- B. This completion time or period will not be extended because of any unwarranted or avoidable delay attributed to the **ENGINEER**.
- C. Amendments or changes in the scope of work which entail a significant increase in the number of man hours expended by the forces of the **ENGINEER** or any unavoidable delays caused by the **COUNTY** or other governmental agencies which are beyond the control of the **ENGINEER** may form the basis of the **COUNTY** granting an extension of time. In the event that the scope of work is altered as described above, the County Engineer and the **ENGINEER** will determine through negotiation the additional time period to be added to the Agreement. This Agreement may be amended only by a written instrument executed by both parties.
- D. **COUNTY** authorized changes in the scope of work, which increase or decrease work hours or services required of the Consultant, will provide the basis for a change of time and/or changes to the Consultant's fee.

### III. OWNERSHIP OF ENGINEERING DOCUMENTS

All CAD drawings, plans, specifications, maps, design computations, sketches, charts and other data prepared or obtained under the terms of this Agreement shall become the property of the **COUNTY** and may be used by the **COUNTY** without restrictions or limitations on projects funded using federal and state aid or locally funded projects.

### IV. ABANDONMENT CHANGE OF SCOPE, SUSPENSION OR TERMINATION

- A. It is mutually agreed the services to be performed by the **ENGINEER** may not be assigned, sublet, or transferred without the written consent by the **COUNTY**. Any assignment without the **COUNTY'S** written consent shall be absolutely void.
- B. It is mutually agreed the **COUNTY** has the right to terminate this Agreement at any time upon written notice:
  - i) In the event the improvement is to be abandoned or indefinitely postponed; or
  - ii) Because of the **ENGINEER'S** disability or death;  
Provided in any such case the **ENGINEER** shall be paid the reasonable value of his services rendered up to the time of termination as determined by the **COUNTY**; or
  - iii) In the judgement of the **COUNTY**, such services are unsatisfactory or the **ENGINEER** has failed to abide by the conditions of this Agreement in all respects. In such cases, the **ENGINEER** shall be paid the reasonable value of his services up to the time of termination as determined by the **COUNTY**.

- C. It is mutually agreed no material change in the scope of the work as set forth herein will be made unless provided for by a separate written supplemental agreement executed by the parties herein. Said supplemental agreement shall specify whatever adjustment of the **ENGINEER'S** fee is to be made.
- D. If any part of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

V. **GENERAL PROVISIONS**

- A. To the fullest extent permitted by law the **ENGINEER** shall indemnify, defend, and hold harmless the **COUNTY**, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the **ENGINEER**, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the **ENGINEER** shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the **COUNTY**.
- B. The **ENGINEER** warrants he is not employed or retained by any company or person, other than a bona-fide employee working for the **ENGINEER**, to solicit or secure this Agreement, and he has not paid or agreed to pay any company or person, other than a bona-fide employee any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **COUNTY** shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price of consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- C. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the **ENGINEER** shall not be deemed to be employees of the **COUNTY**, and employees of the **COUNTY** shall not be deemed to be employees of the

**ENGINEER.** The **ENGINEER** and the **COUNTY** shall be responsible to their respective employees for all salary and benefits. Neither the **ENGINEER'S** employees nor the **COUNTY'S** employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Each party shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable railroad insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

- D. The parties agree that the **ENGINEER**, its officers, employees and agents shall be available for any in-court testimony as requested by the Lancaster County Attorney's Office. The **ENGINEER** also agrees to make themselves, its officers, employees and agents available to attend any necessary meetings or conferences in preparation of testimony as requested by the Lancaster County Attorney's Office. Should the County Attorney's Office require conferences, meetings or in court testimony of the **ENGINEER**, its officers, employees or agents, the **ENGINEER** shall bill the **COUNTY** at its current standard billing rates.
- E. The **ENGINEER** further agrees he and his subcontractors, if any, will maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred, and to make such materials available at their respective office at all reasonable times during the Agreement period and for three (3) years thereafter from the date of final payment under the Agreement for inspection by the **COUNTY**. Copies of these records will be furnished by the **ENGINEER** to the **COUNTY**, if required.
- F. The **ENGINEER** hereby agrees to affix the seal of a registered professional engineer employed by the **ENGINEER** and licensed to practice in the state of Nebraska on all documents prepared hereunder.
- G. The **ENGINEER** further agrees not to employ personnel presently employed by the **COUNTY** or the State of Nebraska in an engineering capacity for work under this Agreement on either a full or part-time basis.
- H. The **ENGINEER** agrees to abide by the provisions of the Nebraska Fair Employment Practices Act of 1965, R.R.S. 1943, Sections 48-1101 through 48-1125 which is made a part of this Agreement and is included in this Agreement by this reference.
- I. **COUNTY'S** failure or neglect to enforce any of its rights under this Contract will not be deemed to be a waiver of **COUNTY'S** rights.
- J. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, **ENGINEER** agrees to register with

and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. **ENGINEER** shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A § 1324b. **ENGINEER** shall require any subcontractor to comply with the provisions of this section.

- K. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

VI. **FEES AND PAYMENTS**

- A. In consideration of the performance of the services under this Agreement, the **ENGINEER** will be compensated by the payment of the lump sum fee(s) specified herein. The **ENGINEER** agrees said fee(s) shall be full and complete compensation for the work performed, equipment and materials used, and services rendered in connection with the work specified herein.

1. **Fees (Lump Sum Costs):**

a. Task 1.1 Project Management.....	\$3,420
b. Task 2.1 QA/QC.....	\$3,000
c. Task 3.1 Speed Study.....	\$2,070
d. Task 4.1 Crash Analysis.....	\$7,860
e. Task 4.2 Operations Analysis.....	\$4,525
f. Task 5.1 Conceptual Design and Cost estimates.....	\$5,540
g. Task 6.1 Benefit Cost Analysis.....	\$3,480
h. Task 7.1 Safety and Operations Memo.....	\$8,170
i. Task 8.1. Meetings.....	\$7,520
j. Sub-Consultants (MNRG).....	\$6,580
k. Printing and Mileage.....	\$485
l. <b>TOTAL</b> .....	<b>\$52,650</b>

This fee will be considered due and payable in monthly invoices submitted by the **ENGINEER**

VII. **INSURANCE**

- A. **ENGINEER** shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement. Deductible levels shall be provided in writing from the **ENGINEER's** insurer and will be no more than \$10,000.00 per occurrence. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the County being secondary or excess.**
- B. **Workers' Compensation:** The **ENGINEER** shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. The **ENGINEER** shall provide the County with an endorsement for waiver of subrogation. The **ENGINEER** shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.
- C. **Commercial General Liability:** The **ENGINEER** shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the **ENGINEER** shall provide an additional insured endorsement acceptable to the County. The description of operations must state "Blanket coverage for all projects and operations of **ENGINEER**" or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.
- D. **Automobile Liability:** The **ENGINEER** shall provide proof of Automobile coverage, which shall include: Comprehensive Form, Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.
- E. **Professional Liability:** Professional Liability Insurance covering damages arising out of negligent acts, errors, or omissions committed by **ENGINEER** in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. **ENGINEER** shall

maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two-year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act for which the **ENGINEER** is or could be liable.

- F. **Additional Insured:** An Additional Insured endorsement shall be provided to County naming County as additional insureds using ISO additional insured endorsement (CG20 10), edition date 11/85, or an equivalent (e.g. CG 2010, edition date 10/93, plus CG 20 37, edition date 10101), under the commercial general liability policy and automobile liability policy
  
- G. **Certificates:** The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Contractor shall furnish a full and complete copy of any policy of insurance (other than workers' compensation), required by this Contract, to the County within a reasonable time, not to exceed thirty days. The certificates of insurance shall provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.
  
- H. **Minimum Scope of Insurance:** All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.
  
- I. Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of the County.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in duplicate on the day and year first mentioned above.

EXECUTED by the ENGINEER this 29 day of March, 2018

Matthew B. McFadden, Principal x Matthew B. McFadden  
Name & Title

Felsburg Holt + Ullevig  
Firm Name

321 S. 9<sup>th</sup> St.  
Address

Lincoln      Ne      68508  
City                      State                      Zip

EXECUTED by the COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LANCASTER COUNTY BOARD OF COMMISSIONERS

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

Approved as to form

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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





## EXHIBIT A Scope of Services

### Safety Analysis of S. 68<sup>th</sup> and I 48<sup>th</sup> Roads in Lancaster County

#### SCOPE OF SERVICES

##### TASK 1.1. Project Management

FHU's Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work with staff. Provide regular progress reports with invoices.

##### TASK 2.1. QA/QC

FHU will perform QA/QC checks at various stages of the study including prior to any official submittal. FHU Total Quality Management Plan will be followed.

##### TASK 3.1. Speed Study

FHU will conduct a speed study at six locations, four on S. 68<sup>th</sup> Street and two on I 48<sup>th</sup> Street. The study will identify the 85<sup>th</sup> percentile speed along the roadway and provide a comparison to the posted speed limit. The location of each study is as follows:

###### S. 68<sup>th</sup> Street

- S. 68<sup>th</sup> Street between Saltillo Road and Roca Road
- S. 68<sup>th</sup> Street between Roca Road and North Hickman City Limits
- S. 68<sup>th</sup> Street between South Hickman City Limits and Panama Road
- S. 68<sup>th</sup> Street between Panama Road and Firth Road
- 

###### I 48<sup>th</sup> Street

- I 48<sup>th</sup> Street between Amberly Road and O Street
- I 48<sup>th</sup> Street between O Street and Old Cheney Road

##### TASK 4.1. Crash Analysis

- Data Collection* – Lancaster County will provide crash data for the study intersections identified in **Task 4.2a** and roadway segments noted in **Task 3.1**. At the MoPac Trail east crossing of I 48<sup>th</sup> Street, any bicycle or pedestrian crashes shall be provided as well. This information will be analyzed to determine if there are any identifiable crash patterns and determine potential countermeasures.
- Identify Crash Patterns* – Crash rates for the study roadway segment and intersections will be developed. These rates will be compared to the Nebraska Statewide Average Crash Rates for similar facilities. A more detail analysis will be completed for intersections and segments with rates above the statewide average to identify any trends or patterns.
- Identify Potential Countermeasures* - Based on the existing traffic operations and identified crash patterns in the detail analysis, countermeasures will be developed to improve safety along the roadway or at the intersection.

## Safety Analysis of S. 68th and I48th Roads in Lancaster County

March 26, 2018

### TASK 4.2. Operations Analysis

- a. *Data Collection* - Eight-hour turning movement counts at the study intersections will be completed by FHU. This information will be used as the base condition for our operations analysis. The MoPac Trail East crosses I48<sup>th</sup> Street just south of O Street. A bicycle and pedestrian count will be complete at this location. FHU has assumed that up to ten locations may need to be counted. The count locations are as follows:

#### S. 68<sup>th</sup> Street

- S. 68<sup>th</sup> Street with Saltillo Road
- S. 68<sup>th</sup> Street with Roca Road
- S. 68<sup>th</sup> Street with Hickman Road
- S. 68<sup>th</sup> Street with Panama Road
- S. 68<sup>th</sup> Street with Princeton Road & driveways into Norris Public Schools
- S. 68<sup>th</sup> Street with Firth Road

#### I48<sup>th</sup> Street

- I48<sup>th</sup> Street with Amberly Road and O Street
- I48<sup>th</sup> Street with O Street
- I48<sup>th</sup> Street with MoPac Trail East Crossing (bikes and pedestrians)
- I48<sup>th</sup> Street with Old Cheney Road

Traffic data from existing traffic studies will be utilized as well to gather existing and future traffic information. These studies include the Lincoln South Beltway traffic study and the Saltillo Road Safety Operations Studies.

#### **Assumptions**

- AM and PM Peak Hour Turning Movement Counts on a typical weekday will be performed.
  - Any additional traffic impact studies within the study area will be provided to FHU by Lancaster County including the South Beltway traffic study.
  - Lancaster County ADT & Movement count data will be utilized for existing ADT Data.
- b. *Existing and Future Traffic Analysis* - FHU will assess the current level of congestion, measured by level of service (LOS), experienced at the study intersection along the two corridors. An auxiliary turn lane analysis and, if needed, MUTCD traffic signal warrant analysis will be completed at the study area unsignalized intersections. Roundabouts will also be analyzed at all unsignalized intersections.
- c. *Traffic Forecasting & Cross-Section Analysis* -The operations study will need to consider the future land uses along both corridors as well as the construction of the south beltway and its impact to 68<sup>th</sup> Street. The Lincoln MPO will provide Year 2040 ADT traffic projections with the south beltway in place which will be used to develop interim and future ADT traffic forecasts using a straight-line growth rate. Roadway segments along the study corridors will be analyzed to determine when capacity thresholds are met for the existing facility types. Coordination with Lincoln MPO and Lancaster County will be required for this effort by FHU.

### TASK 5.1. Conceptual Design and Cost Estimates

Conceptual design and cost estimates will be developed for operational improvements identified in the operations analysis and for recommended safety countermeasures based on the crash analysis. The design and cost estimates will be planning level. FHU shall prepare documents in accordance with the City of Lincoln CADD standards No survey will be completed as part of this project.

## Safety Analysis of S. 68th and I48th Roads in Lancaster County

March 26, 2018

### **TASK 6.1. Benefit/Cost Analysis**

FHU will conduct a benefit cost analysis for the two project corridors. This may include segments of roadway or intersections to try and obtain individual projects or groupings or projects with a B/C greater than 1.0. Benefits can include but are not limited to reductions in traffic accidents resulting in saved lives, injuries, and property damage. Methodologies outlined in the Highway Safety Manual (HSM) will be used to quantify benefits from accident reductions. Societal cost of traffic accidents by crash severity and by crash type will be gathered from the Proposed 2016 428 NAC 2 Standards provided by NDOT. For the BCA analysis, Crash Modification Factors (CMF) / Crash Reduction Factors (CRF) will be obtained from the Crash Modification Factors Clearinghouse (<http://www.cmfclearinghouse.org>).

### **TASK 7.1. Safety and Operations Memo**

A draft report will be prepared summarizing the results of the safety and operations analysis and will include graphical illustrations of the study area and analysis. FHU will identify any traffic operational or roadway deficiencies in the study area and will develop recommendations for short term and long-term improvements. The report will include the crash analysis, countermeasures, conceptual design of improvements, cost estimates, and a benefit/cost analysis for the safety improvements.

A draft report will be submitted to the Lancaster County for review and comment. We have assumed a period of two weeks for Lancaster County to review the draft report. Comments received will be addressed and incorporated into the final report. The final report will be submitted approximately two weeks after receipt of the draft report comments. This document may also be submitted to the NDOT Safety Committee to apply for funds.

### **TASK 8.1. Meetings**

- a. *Project Start Meeting* - Once notice to proceed has been received, FHU will schedule and attend a kick-off meeting with Lancaster County staff.
- b. *Concept Approval Meeting* - FHU will schedule and attend a concept approval meeting. The meeting will cover initial results of the operations and safety analysis as well as potential improvements and countermeasures. FHU will create and distribute a meeting agenda at least 48 hours prior to all progress meetings.
- c. *Draft Review Meetings* - FHU will schedule and attend a meeting to review the results of the draft study and receive the County's review comments from the submittals.
- d. *Board of Commissions Meeting* - FHU will attend one Lancaster County Board meeting to report on project progress and answer board member questions.
- e. *NDOT Safety Committee Meeting* - At the request of the County's Project Manager, FHU will attend one NDOT Safety Committee to present the findings of the project and answer Committee member questions.

### **COUNTY TO PROVIDE**

The County will supply the following information:

- Available current traffic volumes and reports
- Available 5-year accident data

### **DELIVERABLES**

FHU will provide the following information:

- Safety and Operations Study

## **Safety Analysis of S. 68th and I48th Roads in Lancaster County**

March 26, 2018

### **PROJECT SCHEDULE**

April 4, 2018 – Notice to Proceed

April 9, 2018 – Project Start Meeting

June 1, 2018 – Speed Study, Crash Analysis, Operational Analysis and Identification of potential Safety Countermeasures and Operational Improvements completed.

June 15, 2018 – Conceptual Design and Cost Estimates of Approved Countermeasures and Improvements completed.

June 29, 2018 – Benefit Cost Analysis completed.

July 11, 2018 – Draft Safety Memo completed.

July 25, 2018 – Safety Memo presented to County Board of Commissioners.

August 7, 2018 – Final package submitted to Lancaster County. FHU will forward all documents required by this Agreement to the Lancaster County Engineer for review and approval.

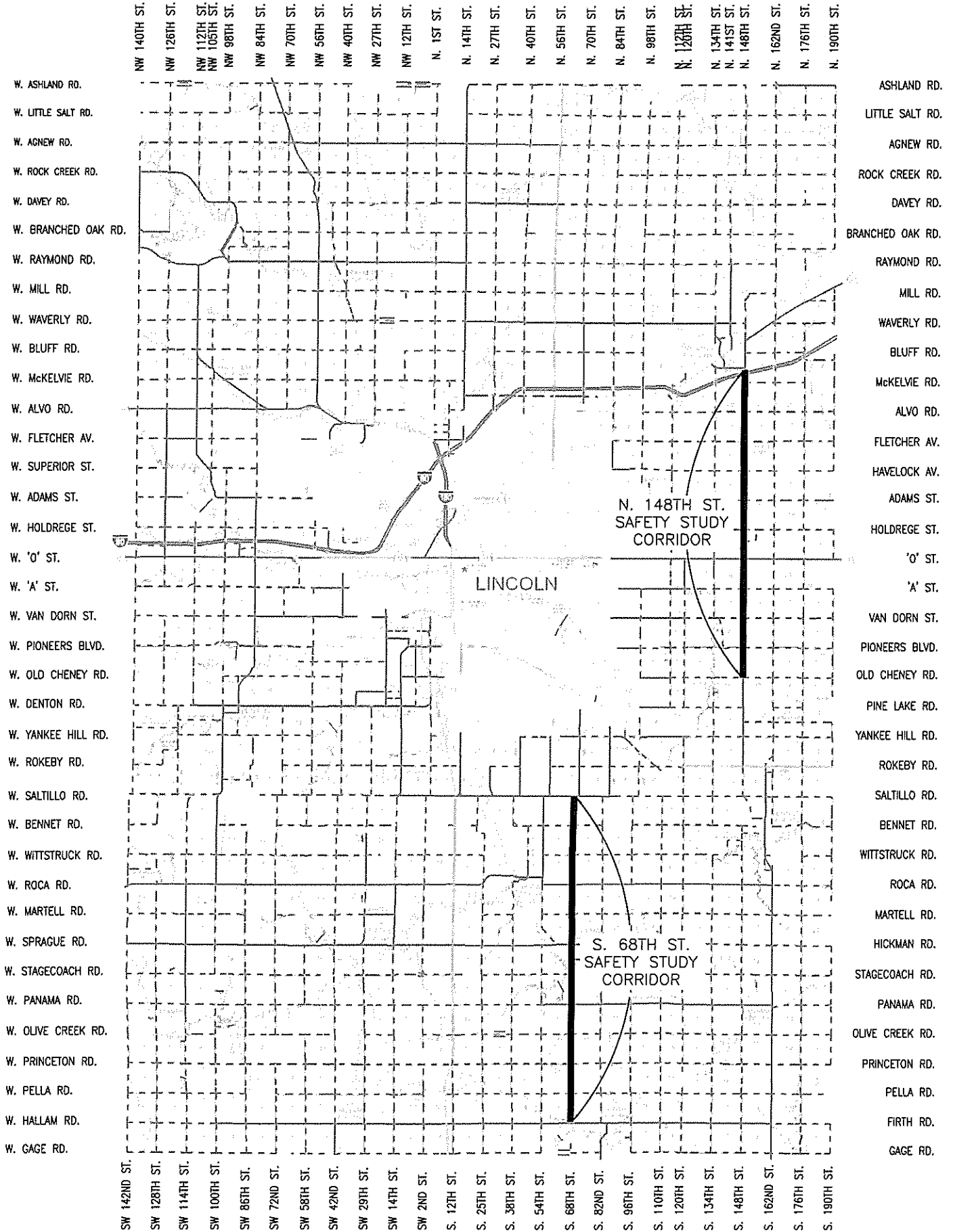
August 2018 – Presentation to NDOT Safety Committee. Date for August 2018 Meeting to be determined by Safety Committee Schedule.





# EXHIBIT "C"

## LANCASTER COUNTY, NEBRASKA





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/02/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 <b>USI Colorado, LLC Prof Liab</b> P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME:	
	PHONE (A/C, No, Ext): <b>800 873-8500</b>	FAX (A/C, No):
INSURED <b>Felsburg Holt &amp; Ullevig, Inc.</b> <b>6300 S. Syracuse Way, #600</b> <b>Centennial, CO 80111</b>	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Phoenix Insurance Company	NAIC # <b>25623</b>
	INSURER B : Travelers Indemnity Company	<b>25658</b>
	INSURER C : Farmington Casualty Company	<b>41483</b>
	INSURER D : XL Specialty Insurance Company	<b>37885</b>
	INSURER E : Charter Oak Fire Insurance Comp	<b>25615</b>
	INSURER F :	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>6802J252902</b>	<b>06/21/2017</b>	<b>06/21/2018</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>E</b>	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>BA3008L260</b>	<b>06/21/2017</b>	<b>06/21/2018</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<b>CUP6540Y22A</b>	<b>06/21/2017</b>	<b>06/21/2018</b>	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
<b>C</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	<b>UB4281T356</b>	<b>06/21/2017</b>	<b>06/21/2018</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>D</b>	Professional Liab incl Pollution Claims Made		<input checked="" type="checkbox"/>	<b>DPR9914986</b>	<b>06/21/2017</b>	<b>06/21/2018</b>	\$ <b>2,000,000</b> per claim \$ <b>5,000,000</b> annl aggr. \$ <b>100,000</b> Ded Per Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Lancaster County 555 South 10th St 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 <i>Valeria Howard</i>

## DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

Project: 68th and 148th Safety Study, in Lancaster County, Nebraska

Additional Insured: Lancaster County,  
Nebraska



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

## AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BLANKET ADDITIONAL INSURED</b></li> <li><b>B. EMPLOYEE HIRED AUTO</b></li> <li><b>C. EMPLOYEES AS INSURED</b></li> <li><b>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>E. TRAILERS – INCREASED LOAD CAPACITY</b></li> <li><b>F. HIRED AUTO PHYSICAL DAMAGE</b></li> <li><b>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</b></li> <li><b>I. WAIVER OF DEDUCTIBLE – GLASS</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. AUTO LOAN LEASE GAP</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> </ul> |
|---|---|

**A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**B. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

**C. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:



## COMMERCIAL AUTO

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

### D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(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.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

### E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

### F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

#### Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

### G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

### H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

### I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

#### Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.



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

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II - WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the lim-

its of insurance described in Section III - Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is

## COMMERCIAL GENERAL LIABILITY

available to the additional insured when that person or organization is an additional insured under any other insurance.

**3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you be-

fore, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**4. The following definition is added to the DEFINITIONS Section:**

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 00 03 13 (00) - 01**

POLICY NUMBER:

**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 any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS  
COMPLETED A WRITTEN AGREEMENT TO PROVIDE THIS WAIVER.**

DATE OF ISSUE:

ST ASSIGN:

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POLICY NUMBER: BA-3008L260-17-GRP

EFFECTIVE DATE: 06-21-17

ISSUE DATE: 07-11-17

## LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89 COMMON POLICY DECLARATIONS  
IL T8 01 10 93 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS  
IL T0 01 01 07 COMMON POLICY CONDITIONS

### COMMERCIAL AUTOMOBILE

CA T0 01 02 15 BA- COVERAGE PART DECS (ITEMS 1 & 2)  
CA T0 02 02 15 BA COVERAGE PART DECS (ITEM 3)  
CA T0 03 02 15 BA COVERAGE PART DECS (ITEMS 4 & 5)  
CA T0 30 02 16 BA/AD/MC COV PART SUPPL SCH - ITEM TWO  
CA T0 31 02 15 TABLE OF CONTENTS-BUSINESS AUTO COV FORM  
CA 00 01 10 13 BUSINESS AUTO COVERAGE FORM  
CA T4 20 02 15 AUTO COVERAGE PLUS ENDORSEMENT  
CA T4 59 02 15 AMENDMENT OF EMPLOYEE DEFINITION  
CA T4 61 11 10 BROAD FORM NAMED INSURED  
CA 01 13 10 13 COLORADO CHANGES  
CA 01 56 11 13 NEBRASKA CHANGES  
CA 04 40 10 13 COLORADO AUTO MEDICAL PAYMENTS COVERAGE  
CA 20 01 10 13 LESSOR - ADDL INSURED AND LOSS PAYEE  
CA 20 70 10 01 COV FOR CERT OPER IN CONNECTION WITH RR  
CA 21 50 10 13 CO UI MOTORISTS COVERAGE - BODILY INJURY  
CA 21 70 10 13 NE UM AND UIM COVERAGE  
CA 99 35 11 13 NEBRASKA AUTO MEDICAL PAYMENTS COVERAGE  
CA T3 68 01 04 HIRED CAR-WORLDWIDE COV TERRITORY  
CA T3 69 01 04 ADD'L COND-UNINTENTIONAL ERRORS/OMISS  
CA T3 74 02 99 HIRED AUTO PHYSICAL DAMAGE-LOSS OF USE  
CA 02 21 10 13 NEBRASKA CHANGES - CANCELLATION

### INTERLINE ENDORSEMENTS

IL T4 00 12 09 DESIGNATED ENTITY-C/NR PROVIDED BY US  
IL T4 12 03 15 AMNDT COMMON POLICY COND-PROHIBITED COVG  
IL 00 21 05 02 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM  
IL 00 21 09 08 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM  
IL 01 25 11 13 COLORADO CHANGES - CIVIL UNION  
IL 01 69 09 07 CO CHANGES CONCEAL MISREP OR FRAUD  
IL 02 28 09 07 CO CHANGES-CANCELLATION AND NONRENEWAL  
IL T3 05 07 15 INSURER AMENDMENT ENDORSEMENT  
IL T0 10 12 86 LENDERS CERTIFICATE OF INSURANCE-FORM A

POLICY NUMBER: 680-2J252902-17-47

EFFECTIVE DATE: 06/21/2017

ISSUE DATE: 07/11/2017

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS  
BY LINE OF BUSINESS

IL T0 19 02 05 COMMON POLICY DECLARATIONS  
MP T0 01 02 05 BUSINESSOWNERS COVERAGE PART DECLARATIONS  
IL T8 01 01 01 FORMS ENDORSEMENTS AND SCHEDULE NUMBERS  
IL T3 15 09 07 COMMON POLICY CONDITIONS  
IL T0 20 02 05 ADDITIONAL LOCATIONS  
IL T3 20 09 97 EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY  
US

BUSINESSOWNERS

MP T0 25 02 05 SPECIAL PROVISIONS - LOSS PAYEE  
CP 12 18 10 12 LOSS PAYABLE PROVISIONS  
MP T1 30 02 05 TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART -  
DELUXE PLAN  
MP P0 06 09 15 ARCHITECTS, ENGINEERS AND SURVEYORS PROPERTY  
ENHANCEMENT  
MP P0 07 09 15 ARCHITECTS, ENGINEERS AND SURVEYORS FLOOD ENDORSEMENT  
MP P0 08 09 15 ARCHITECTS, ENGINEERS AND SURVEYORS EARTHQUAKE  
ENDORSEMENT  
MP T1 02 02 05 BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM  
MP T1 05 02 05 AMENDATORY PROVISIONS - OFFICES  
MP T3 07 03 97 PROTECTIVE SAFEGUARDS ENDORSEMENT FOR SPRINKLERED  
LOCATIONS AND RESTAURANTS  
MP T3 25 01 15 FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE  
MP T3 50 11 06 EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION  
MP T3 56 02 08 AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS  
PERSONAL PROP COV ENHANCEMENTS  
CP 01 24 07 00 NEBRASKA CHANGES  
CP 01 97 11 05 IOWA - STANDARD FIRE POLICY PROVISIONS

COMMERCIAL GENERAL LIABILITY

CG D4 69 07 14 TOT AGG LIMIT OTHER THAN PROJECTS  
CG T0 34 11 03 TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY  
COVERAGE FORM CG 00 01 10 01  
CG 00 01 10 01 COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
CG 20 37 07 04 ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
COMPLETED OPERATIONS  
CG D2 55 11 03 AMENDMENT OF COVERAGE - POLLUTION  
CG D3 09 11 03 AMENDATORY ENDR- PRODUCTS-COMPLETED OPERATIONS HAZARD  
CG D3 61 03 05 ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
SCHEDULED PERSON OR ORG  
CG D3 81 09 15 BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND  
SURVEYORS)

POLICY NUMBER: 680-2J252902-17-47

EFFECTIVE DATE: 06/21/2017

ISSUE DATE: 07/11/2017

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D3 82 09 15 SCHEDULED ADDITIONAL INSURED (ARCHITECTS, ENGINEERS  
AND SURVEYORS)  
CG D4 71 01 15 AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING  
INJURY LIABILITY  
CG D2 03 12 97 AMEND - NON CUMULATION OF EACH OCC  
CG D3 79 01 16 ARCHITECTS, ENGINEERS AND SURVEYORS COVERAGE XTEND  
ENDORSEMENT  
CG D4 13 04 08 AMEND COVG - POLLUTION-EQUIP EXCEPTION  
CG D2 88 11 03 EMPLOYMENT-RELATED PRACTICES EXCLUSION  
CG D3 26 10 11 EXCLUSION - UNSOLICITED COMMUNICATION  
CG D3 56 05 14 MOBILE EQUIPMENT REDEFINED - EXCLUSION OF VEHICLES  
SUBJECT TO MOTOR VEHICLE LAWS  
CG D3 80 10 11 EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS  
PROFESSIONAL LIABILITY  
CG D4 21 07 08 AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS  
CG D6 18 10 11 EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION  
LAWS  
CG D6 75 01 13 AMEND-WHO IS INS-ARCHIT/ENG/SURVEY ACTIV  
CG D7 46 01 15 EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR  
PERSONAL INFORMATION  
CG D7 97 01 16 AMENDMENT - OTHER INSURANCE CONDITION - ENGINEERS,  
ARCHITECTS OR SURVEYORS  
CG D0 76 06 93 EXCLUSION - LEAD  
CG D1 42 01 99 EXCLUSION - DISCRIMINATION  
CG D2 42 01 02 EXCLUSION - WAR  
CG T4 78 02 90 EXCLUSION - ASBESTOS

EMPLOYEE BENEFITS LIABILITY

CG T0 09 09 93 EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS  
CG T0 43 01 16 TABLE OF CONTENTS - EMPLOYEE BENEFITS LIABILITY  
COVERAGE FORM  
CG T1 01 01 16 EMPLOYEE BENEFITS LIABILITY COVERAGE FORM  
CG F8 87 01 16 COLORADO CHANGES - EBL

MULTIPLE SUBLINE ENDORSEMENTS

CG D4 09 04 08 AMENDMENT OF BODILY INJURY DEFINITION  
CG D4 19 07 08 AMENDMENT OF PROPERTY DAMAGE DEFINITION  
CG T3 33 11 03 LIMITATION WHEN TWO OR MORE POLICIES APPLY

COMMERCIAL INLAND MARINE

CM T0 05 01 98 CONTRACTOR'S EQUIPMENT COVERAGE - DECLARATIONS  
CM T0 11 08 05 COMMERCIAL INLAND MARINE COVERAGE PART - TABLE OF  
CONTENTS  
CM 00 01 09 04 COMMERCIAL INLAND MARINE CONDITIONS

POLICY NUMBER: 680-2J252902-17-47

EFFECTIVE DATE: 06/21/2017

ISSUE DATE: 07/11/2017

COMMERCIAL INLAND MARINE (CONTINUED)

CM T1 03 01 98	CONTRACTORS EQUIPMENT - SPECIAL
CM T3 98 01 15	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
CM T9 22 09 07	ARCHITECTS, ENGINEERS AND SURVEYORS EQUIPMENT ENDORSEMENT
CM 01 25 07 00	NEBRASKA CHANGES

INTERLINE ENDORSEMENTS

IL T3 68 01 15	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
IL T4 00 12 09	DESIGNATED ENTITY - NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL T3 82 05 13	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 01 22 09 07	NEBRASKA CHANGES - ACTUAL CASH VALUE
IL 01 25 11 13	COLORADO CHANGES - CIVIL UNION
IL 01 59 09 07	NEBRASKA CHANGES - FRAUD OR MISREPRESENTATION
IL 01 64 07 02	NEBRASKA CHANGES - APPRAISAL
IL 01 69 09 07	COLORADO CHANGES - CONCEALMENT, MISREPRESENTATION OR FRAUD
IL 02 28 09 07	COLORADO CHANGES - CANCELLATION AND NONRENEWAL
IL T3 25 02 93	NEBRASKA CHANGES - APPRAISAL

POLICY HOLDER NOTICES

PN T4 54 01 08	IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION
PN U2 44 01 16	NOTICE OF CHANGE IN POLICY TERMS-A & E
PN MP 38 01 11	IMPORTANT NOTICE - JURISDICTIONAL INSPECTIONS
PN T6 14 11 09	IMPORTANT NOTICE TO IA POLICYHOLDERS - ACTUAL CASH VALUE



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**  
**ENDORSEMENT WC 00 03 13 (00) - 01**

POLICY NUMBER: (XV2FUB-4281T35-6-17)

**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 any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS  
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH  
THIS WAIVER.

DATE OF ISSUE: 07-11-17

ST ASSIGN:



ONE TOWER SQUARE  
HARTFORD, CT 06183

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 00 00 01 (A )

POLICY NUMBER: (XV2FUB-4281T35-6-17)

LISTING OF ENDORSEMENTS  
EXTENSION OF INFO PAGE

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
WC 99 06 07 00 - 001	PARTICIPATING ENDORSEMENT
WC 00 06 03 00 - 001	BENEFITS DEDUCTIBLE ENDORSEMENT
WC 26 06 02 00 - 001	NE MEDICAL BENEFITS DEDUCTIBLE ENDT.
WC 00 03 13 00 - 001	WAIVER OF OUR RIGHT TO RECOVER
WC 00 04 03 00 - 001	EXPERIENCE RATING MODIFICATION FACTOR
WC 00 04 14 00 - 001	NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC 00 04 22 B - 001	TERRORISM RISK INS PROG REAUTH ACT ENDT
WC 00 04 24 00 - 001	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
WC 99 03 A1 00 - 001	NOTICE OF CANCELATION
WC 99 03 C3 00 - 001	SPECIAL PROVISIONS ENDT
WC 99 03 D3 A - 001	OH EMPLOYERS LIAB COVERAGE ENDORSEMENT
WC 99 06 R3 00 - 001	NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
WC 99 06 10 00 - 001	AMENDED CANCELLATION CONDITION
WC 00 04 21 D - 001	CATASTROPHE (O/T CERT ACTS OF TERR) ENDT
WC 99 01 19 B - 001	TRIPRA DISCLOSURE ENDORSEMENT
WC 00 04 19 00 - 001	PREMIUM DUE DATE ENDORSEMENT
WC 05 04 02 00 - 001	COLORADO CLASSIFICATION ENDORSEMENT
WC 21 03 03 A - 001	MICHIGAN NOTICE TO POLICYHOLDERS
WC 21 03 04 00 - 001	MICHIGAN LAW ENDORSEMENT
WC 26 06 01 C - 001	NE CANCELATION ENDT
WC 43 03 05 00 - 001	UTAH WAIVER OF SUBROGATION ENDORSEMENT
WC 43 06 01 00 - 001	UT WORKPLACE SAFETY PROG ENDT
WC 43 06 02 00 - 001	UTAH CANCELLATION ENDORSEMENT