

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Lancaster, Nebraska (“**COUNTY**”) and High Plains Enterprises, Inc. (“**CONTRACTOR FOR PERMITTEE**”), provides for road maintenance on certain County roads.

WHEREAS, Dennis D. and Donna R. Borgman (“Permittee”) have requested County Special Permit No. 17043 (“the Permit”), for authority for **CONTRACTOR FOR PERMITTEE** to conduct excavation of soil, sand, and gravel on AG Agriculture District zoned property located at SW 112th Street and West Van Dorn Street, and legally described as:

Lot 8, located in the Northeast Quarter of Section 5, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska (“the Property”);

WHEREAS, the Lincoln-Lancaster County Planning Department has recommended approval of the Permit, on the condition that **CONTRACTOR FOR PERMITTEE** enter into a written agreement with the **COUNTY** setting forth terms and conditions of road maintenance on the County roads described herein, in the area of the Permit; and

WHEREAS, the **COUNTY** and **CONTRACTOR FOR PERMITTEE** desire that **CONTRACTOR FOR PERMITTEE** maintain, at no cost to the **COUNTY**, certain County roads that suffer wear and tear as a result of extraction of soil, sand, and gravel pursuant to the Permit;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the Parties hereto as follows:

- 1) Access and use under the Permit and this Agreement shall be via one driveway to/from West Van Dorn Street.
- 2) In consideration of receiving the Permit, **CONTRACTOR FOR PERMITTEE** agrees to be on call by the **COUNTY** for maintenance needs related to materials tracked onto the portion of the County roads located on West Van Dorn Street between SW 112th Street and SW 126th Street from **CONTRACTOR FOR PERMITTEE**’s soil extraction area located on the Property. **CONTRACTOR FOR PERMITTEE** also agrees to replace road materials when the conditions on said roads are so determined needed by the **COUNTY** from excessive use by **CONTRACTOR FOR PERMITTEE AND/OR CONTRACTOR FOR PERMITTEE**’s Contractors or Customers. Should **CONTRACTOR FOR PERMITTEE** fail to comply with each request for maintenance or gravel/rock, or a combination of both, the **COUNTY** is hereby given the explicit authority to shut down operations authorized by the Permit on the Property until such compliance is met.

Except for the consideration above-mentioned, **CONTRACTOR FOR PERMITTEE** shall receive no compensation of any kind from the **COUNTY** for required maintenance of the above-cited **COUNTY** roads.

- 3) **CONTRACTOR FOR PERMITTEE** shall utilize dust abatement measures such as water application or other measures approved by the **COUNTY** on West Van Dorn Street between SW 112th Street and SW 126th Street and the approved haul routes as indicated in Attachment "A" when the conditions on the roads are determined to be unsafe by the **COUNTY**. The areas of dust abatement are implemented with no compensation from the **COUNTY** for such dust abatement measures.

CONTRACTOR FOR PERMITTEE shall provide written notice to the **COUNTY** regarding any deletions, additions, and/or modifications to the haul routes provided in Attachment "A" for the **COUNTY'S** review and approval for inclusion in this Agreement.

- 4) This Agreement shall take effect upon **COUNTY'S** approval of the Permit, and shall continue in full force and effect until the Permit, as amended and/or extended, has expired or has been revoked.

PROVIDED: If the **COUNTY** denies the Permit, then neither party to this Agreement shall have any obligation to perform any of the duties, nor shall any party to this Agreement be entitled to exercise any of the powers, provided for in this Agreement; and this Agreement shall become a nullity and entirely void, and no legal relation shall arise between the parties regarding the subject matter of this Agreement.

- 5) It is agreed that **CONTRACTOR FOR PERMITTEE**, its officers, employees, assigns, agents or contractors shall not be considered employees of the **COUNTY** for any purpose, but shall be an independent contractor for all purposes and in all situations. As an independent contractor, **CONTRACTOR FOR PERMITTEE** shall be responsible for all required reporting of income and payment of taxes required by federal, state, or local statutes including, but not limited to, payments required under the Federal Insurance Contributions Act, income tax withholding and periodic payment of estimated taxes, any payment required under the Federal Unemployment Tax Act, and any applicable state and local taxes, use or income tax.
- 6) **CONTRACTOR FOR PERMITTEE** agrees to indemnify and hold harmless, to the fullest extent allowed by law, the **COUNTY** and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers,

or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, **CONTRACTOR FOR PERMITTEE** shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require **CONTRACTOR FOR PERMITTEE** to indemnify or hold harmless the **COUNTY** from liability for the negligent or wrongful acts or omissions of the **COUNTY** or its principals, officers, or employees.

- 7) **CONTRACTOR FOR PERMITTEE** shall maintain, at its own cost throughout the duration of this Agreement, a policy or policies of insurance or a self-insurance program sufficient in coverage and amount to fully satisfy any judgments and pay any and all liabilities, judgments and related expenses that may arise in connection with performance of this Agreement.

CONTRACTOR FOR PERMITTEE shall, prior to beginning work under the Permit, 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 Agreement are set forth below and shall be in effect for the term of this Agreement. Self-insurance shall not be permitted unless consent is given by the **COUNTY** prior to execution of the Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the **CONTRACTOR FOR PERMITTEE'S** insurer and will be no more than \$25,000 per occurrence or as may be approved by the **COUNTY** as appropriate. 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.**

The **CONTRACTOR FOR PERMITTEE** shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the **COUNTY** evidencing compliance with these requirements. The **CONTRACTOR FOR PERMITTEE** shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Agreement. At a minimum, such insurance shall include:

A. Workers' Compensation Insurance

CONTRACTOR FOR PERMITTEE 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.

Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The **CONTRACTOR FOR PERMITTEE** shall provide the **COUNTY** with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the **COUNTY**. **CONTRACTOR FOR PERMITTEE** shall also be responsible for ensuring that all contractors and subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Agreement.

B. Commercial General Liability Insurance

The **CONTRACTOR FOR PERMITTEE** shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. 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. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the **CONTRACTOR FOR PERMITTEE** shall provide an additional insured endorsement acceptable to the **COUNTY**. The required insurance must include coverage for all projects and operations of **CONTRACTOR FOR PERMITTEE** or similar language that meets the approval of the **COUNTY**, which approval shall not be unreasonably withheld.

CONTRACTOR FOR PERMITTEE shall provide an Additional Insured Endorsement form or other proof showing the **COUNTY** as additional insured for commercial general liability. The form or other proof shall be as is acceptable to the **COUNTY**.

C. Automobile Liability

CONTRACTOR FOR PERMITTEE shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

D. Cancellation Notice

CONTRACTOR FOR PERMITTEE shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Agreement and during the period of any required continuing coverages. **CONTRACTOR FOR PERMITTEE** shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages.

E. Umbrella or Excess Liability

CONTRACTOR FOR PERMITTEE may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Agreement.

F. 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.

G. Sovereign Immunity

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the **COUNTY**.

The parties agree that the failure of **COUNTY** to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of these requirements.

- 8) **CONTRACTOR FOR PERMITTEE** shall not assign its duties and responsibilities under this Agreement without the express written permission of the **COUNTY**. Any assignment by **CONTRACTOR FOR PERMITTEE** without the express written permission of the **COUNTY** shall be absolutely void and shall constitute a material breach of this Agreement. 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.
- 9) **CONTRACTOR FOR PERMITTEE** agrees to require any contractors or subcontractors, providing road maintenance services, to indemnify and hold the **COUNTY** harmless to the same extent as, and as provided in, Paragraph 7 of this Agreement.
- 10) **CONTRACTOR FOR PERMITTEE** agrees that it shall require its contractors and subcontractors, providing road maintenance, to agree to the following clause by including such clause in **CONTRACTOR FOR PERMITTEE'S** subcontractor agreements:

Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and the Contractor, or any employees or other persons acting on behalf of the Contractor in the performance

of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. It is agreed between the parties that the designated staff shall at all times continue to be employees of the Contractor for the duration of the Agreement. The Contractor shall be responsible for all salary and benefits payable under this Agreement and the Contractor's employees shall not be entitled to any salary from the Lancaster County or to any benefits made to Lancaster County employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. The Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to the employee's compensation.

- 11) **CONTRACTOR FOR PERMITTEE** shall require any contractors and subcontractors providing road maintenance services to agree to the insurance clause to be used for all **COUNTY** contracts, as provided in Section 7 of this Agreement and incorporated by this reference. **CONTRACTOR FOR PERMITTEE** further agrees that it shall require its contractors and subcontractors, providing road maintenance, to agree to the following clause by including such clause and such clause's internally referenced Attachments in **CONTRACTOR FOR PERMITTEE'S** subcontractor agreements:

The Contractor shall not commence work under this Agreement until it has obtained all insurance required pursuant to Section 7 and has provided Lancaster County with a Certificate of Insurance showing the specific limits of insurance required by Section 7 and showing Lancaster County as an additional insured. Such Insurance policies are to be endorsed to require the insurer to provide Lancaster County thirty (30) days' notice of cancellation, non-renewal or any material reduction of insurance coverage.

- 12) This Agreement shall be governed and interpreted by the Laws of The State of Nebraska without reference to the principles of conflicts of law.
- 13) This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement.
- 14) **COUNTY'S** failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of **COUNTY'S** rights.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

EXECUTED this 7th day of JUNE, 2018, by CONTRACTOR FOR PERMITTEE.

By: [Signature]

Name: Kevin G. Mack

Title: OPERATIONS MANAGER

Before me, a notary public qualified for said county, personally came Kevin Mack known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal on this 7th day of June, 2018



[Signature]
Notary

EXECUTED this _____ day of _____, 20__, by the COUNTY, Nebraska.

BY THE BOARD OF COUNTY COMMISSIONERS OF LANCASTER COUNTY, NEBRASKA

APPROVED AS TO FORM this ____ day of _____, 20__.

Deputy County Attorney
for PAT CONDON
Lancaster County Attorney

The foregoing instrument was acknowledged before me this _____ day of _____, 20__,
by _____

_____, County
Commissioners of the Board of County Commissioners of the County of Lancaster, Nebraska.

Notary Public



Re: Borgman Pit Concerns:

12/5/17

Truck type & frequency- Tandem axle dump trucks weighing 55,000 lbs loaded. Semi with side dump trailer weighing 80,000 lbs loaded.

Frequency of trucks will be dependent on the amount of projects. Currently High Plains Enterprises has received contracts for two roadway projects with Constructors, Inc. Emerald West & Denton Spur are projects slated to start Spring of 2018. High Plains bid these projects anticipating to haul out of the proposed Borgman pit. The average of trucks for these projects we anticipate to be 5. Most likely side dumps averaging one round per hour. HPE currently has a contract with TCW Construction for road work located at West Van Dorn & South Coddington. This pit is approved with Nebraska Department of Transportation and will be used for this project. There has been a comment about importing material back to the pit. This is highly unlikely, and would be kept to a minimum, and trucks would "round robin" loads to help reduce higher traffic back and forth to the pit.

Traffic- High Plains Enterprises plans to place two "trucks entering" signs near the drive of the pit to warn other traffic of our trucks. No "jake" brakes will be used near the pit location.

Haul routes- see attached google earth images with highlighted routes.

Road maintenance- High Plains Enterprises will have a water truck on site at the proposed pit for dust control. We do not plan on using any armor coat on the county road. High Plains will maintain/repair the road near the entrance of the proposed Borgman pit if affected by higher traffic volume.

Respectfully Submitted,

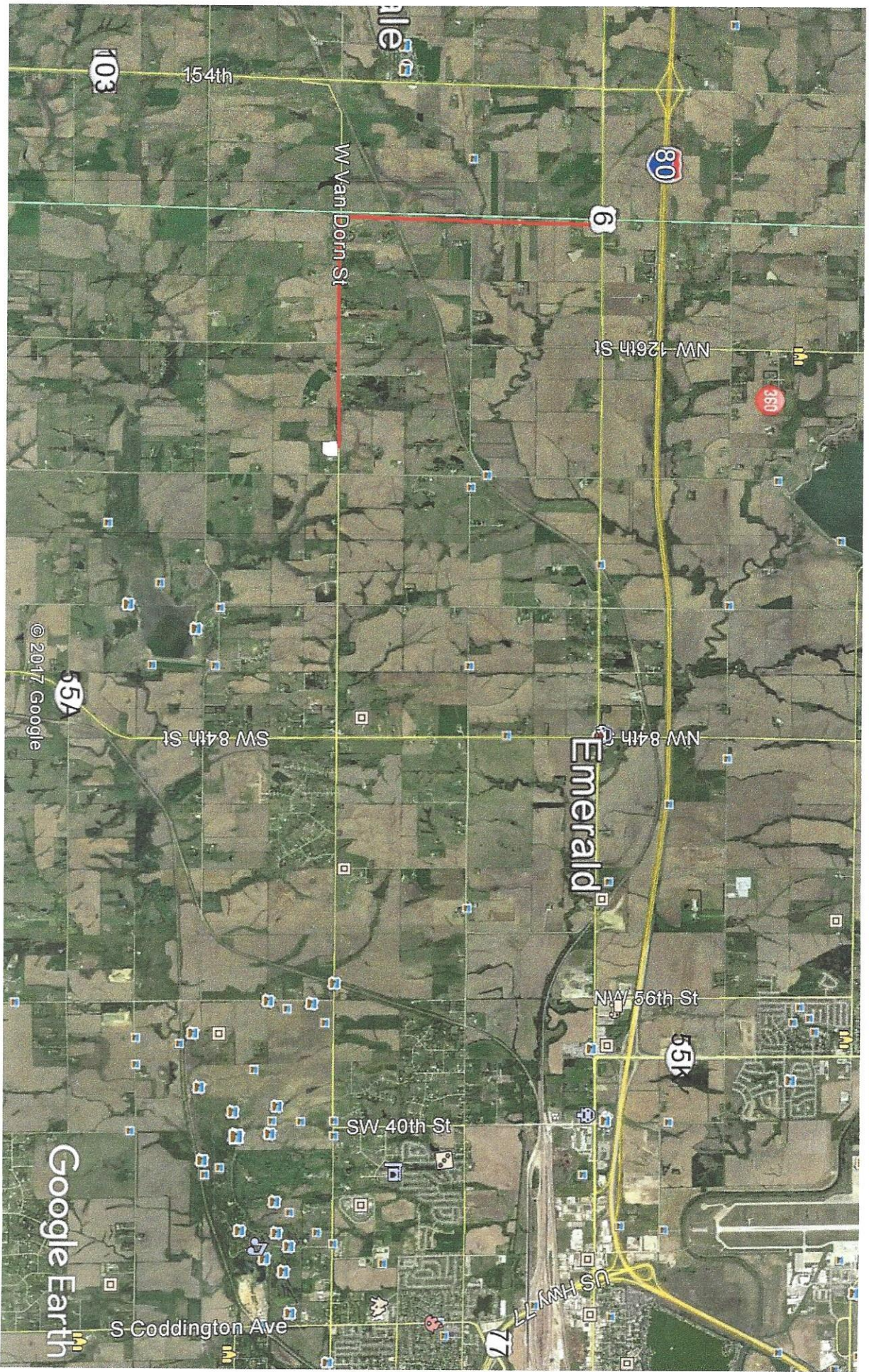
Mark Smith

President

Kevin Mack

Operations Manager

High Plains Enterprises



Google Earth

miles
km



6
10

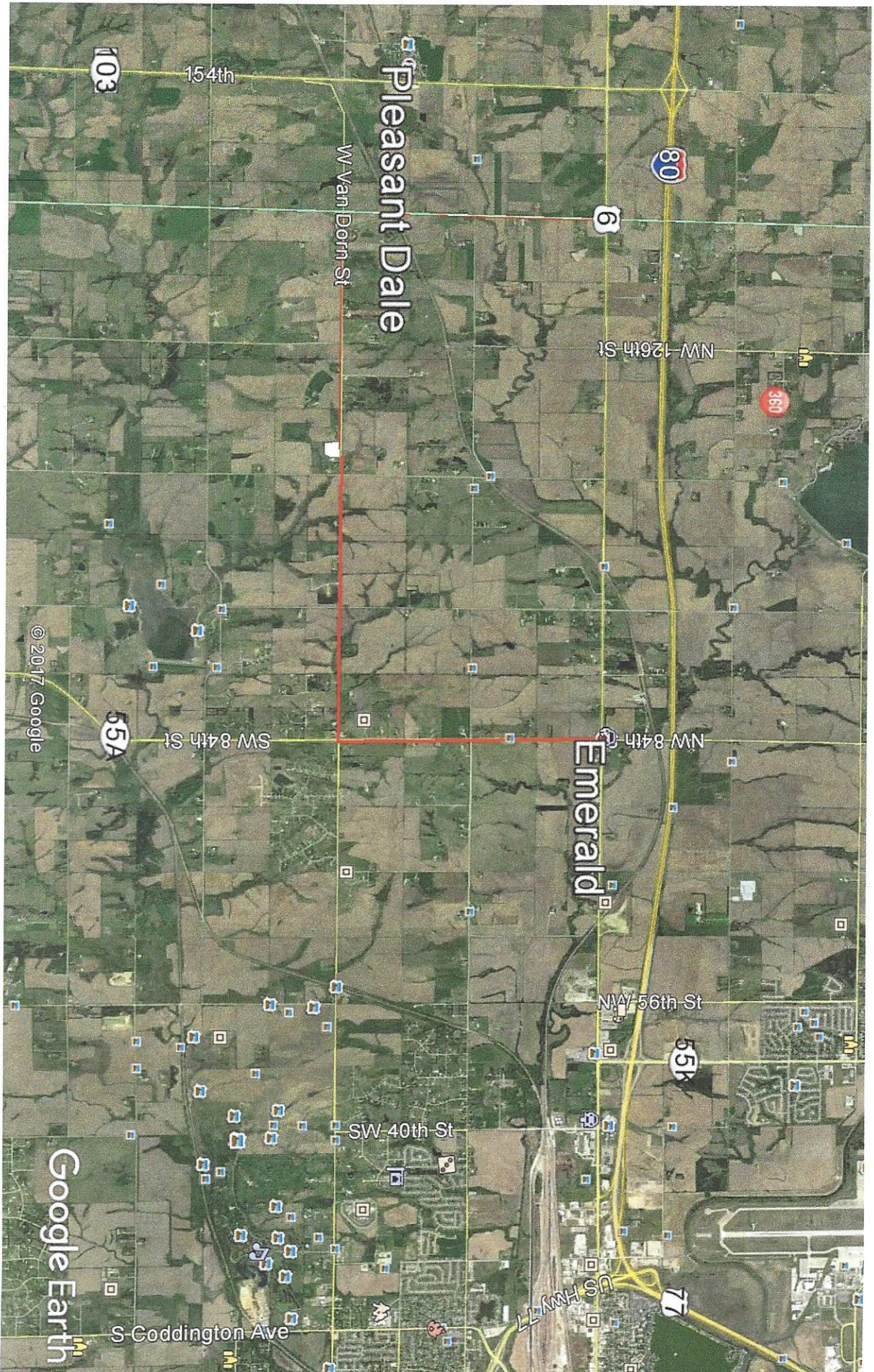


Proposed *Route* *for* *Project*: *EMERALD WEST*

STP-6-6 (146)

NDOT PROJECT

CONSTRUCTORS INC - GENERAL CONTRACTOR



Google Earth

miles
km



6
10



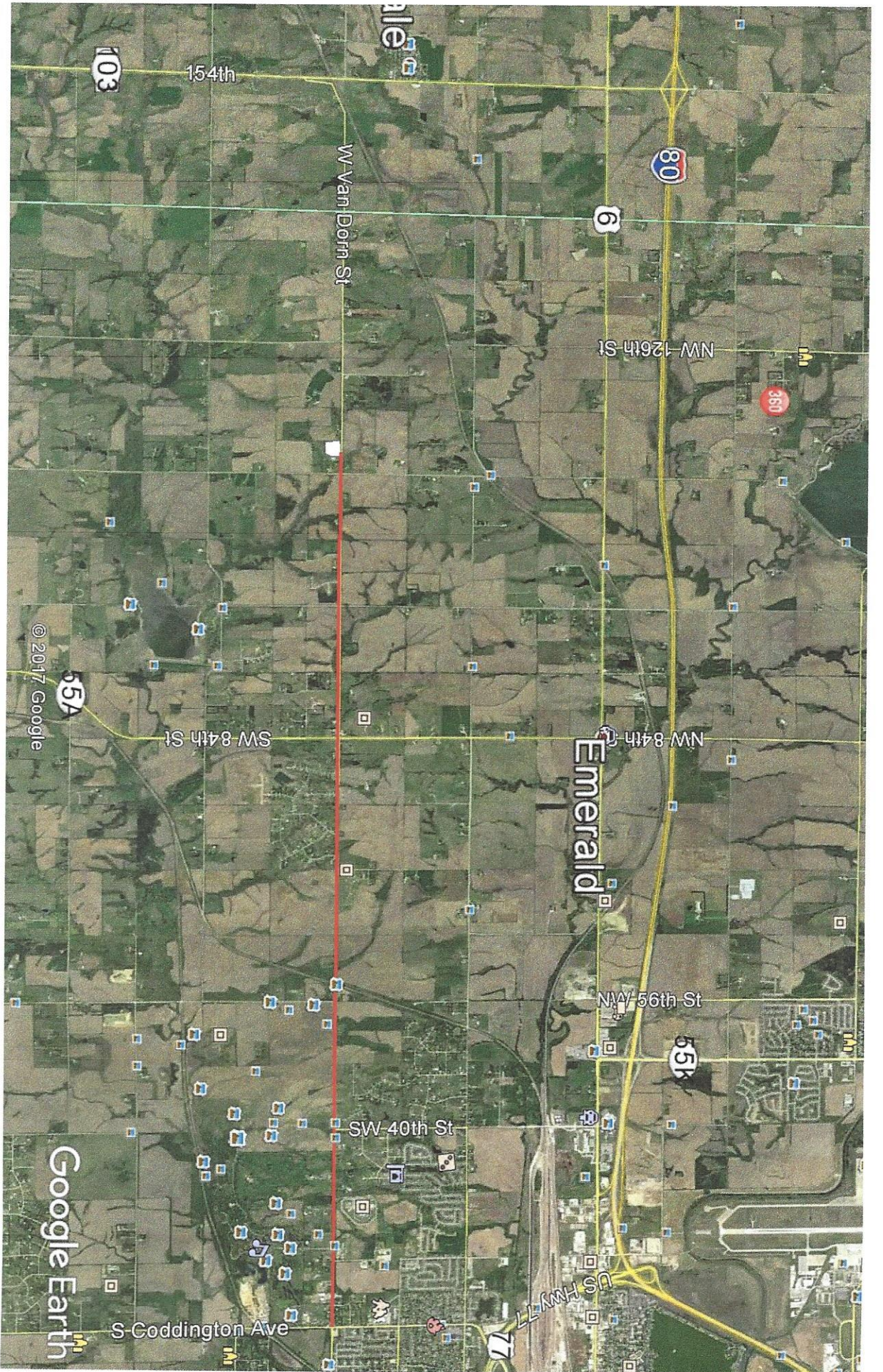
© 2017 Google

Google Earth

Pleasant Dale

Emerald

Proposed New Route For PROJECT: EMERALD WEST



Google Earth

miles
km



6
10



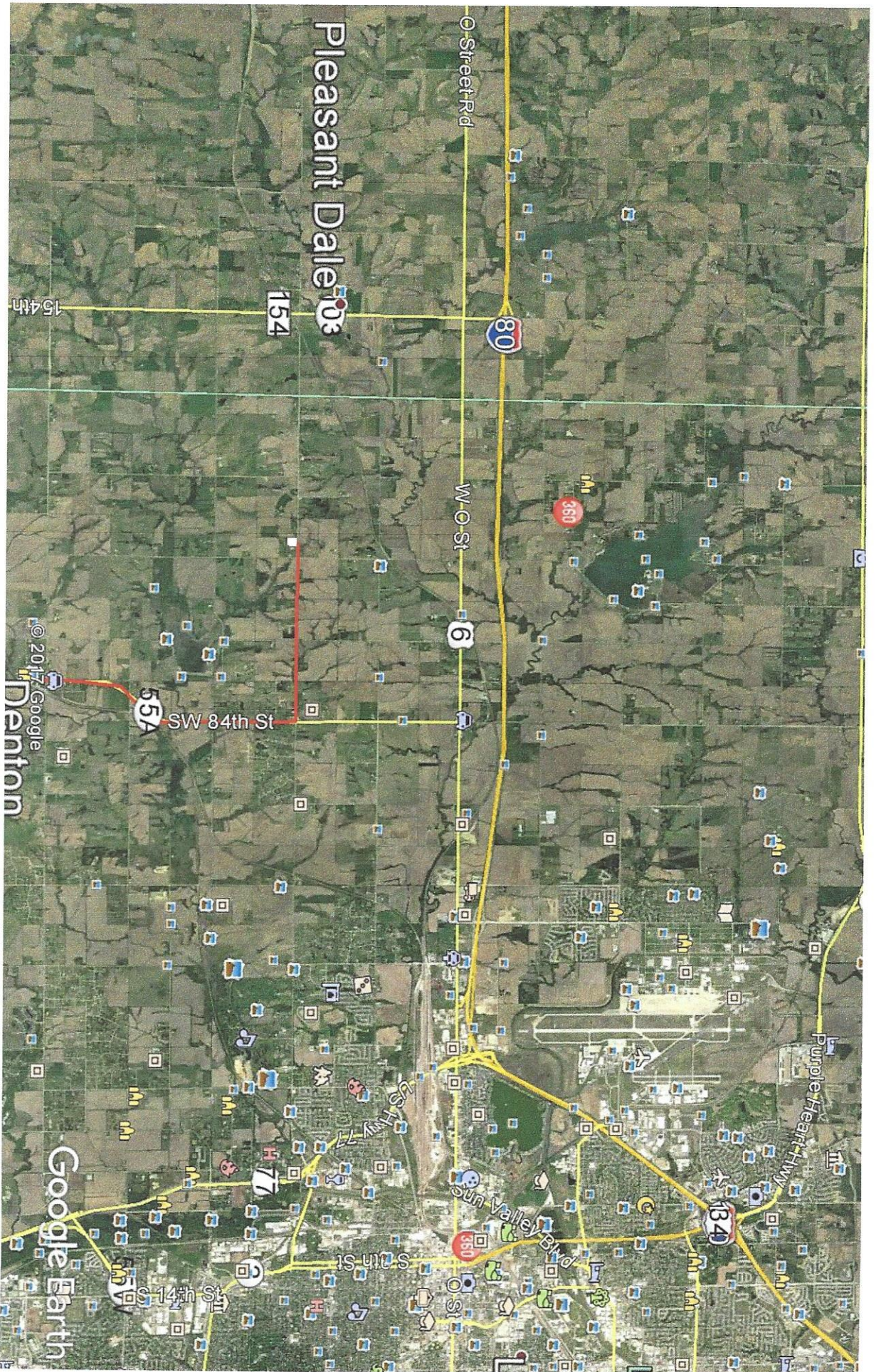
Proposed Main Route For Project: WEST VAN DORN + SOUTH CODDINGTON

HSIP-5205(1)

NDOT PROJECT

TCW CONSTRUCTION - GENERAL CONTRACTOR

Google Earth



Google Earth

miles
km

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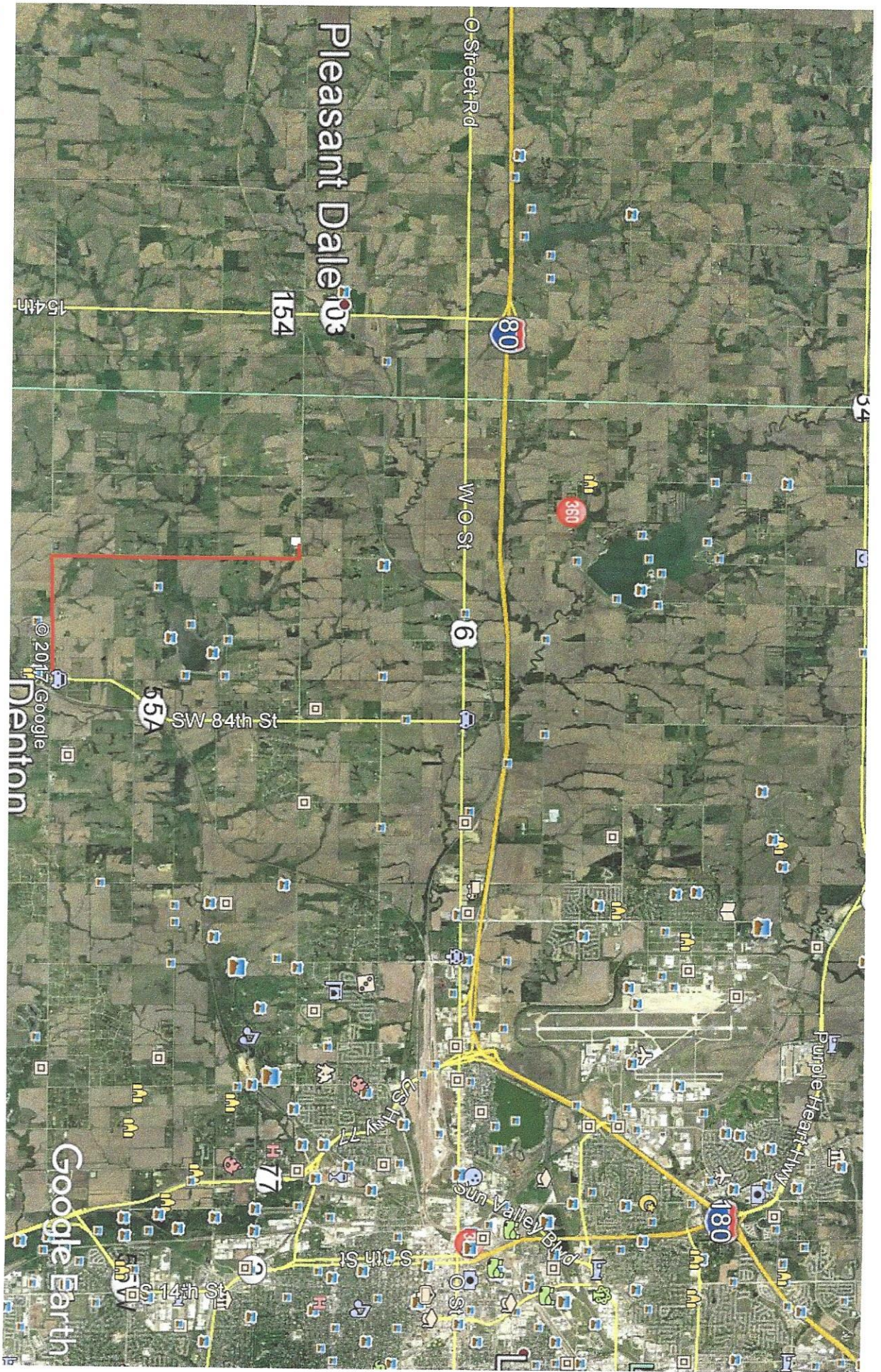
Proposed low route for project:

Denton Spur

STP-565A (105)

Abot Project

Constructors Inc - General Contractor



Google Earth

miles
km



10

10



Proposed Ave Lane for Project: Dental Suite

Google Earth



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2018

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

PRODUCER The Harry A Koch Co of Lincoln 233 S 13th Street Suite 1650 Lincoln NE 68508-NE	CONTACT NAME: PHONE (A/C No. Ext): 402-435-7100		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Employers Mutual Casualty Company			21415
INSURER B: Emcasco Insurance Company			21407
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

INSURED HIG81636
 High Plains Diversified Enterprises Inc
 2200 West Martell Road
 Martell NE 68404

COVERAGES

CERTIFICATE NUMBER: 436624657

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		5D8127318	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		5E8127318	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0			5J8127318	12/31/2017	12/31/2018	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5H8127318	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Lancaster County is additional insured for general liability and auto liability if required by written contract executed prior to loss. Primary & noncontributory status is governed by the terms and conditions of the insurance policies of all parties to the contract. Waiver of Subrogation applies for workers compensation if required by written contract executed prior to loss. The policies have been endorsed to provide 30 days notice of cancellation.

CERTIFICATE HOLDER**CANCELLATION**

Lancaster County
 555 S. 10th Street
 Lincoln NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EMPLOYERS MUTUAL CASUALTY COMPANY
HIGH PLAINS DIVERSIFIED

POLICY NO: 5E8-12-73---18
EFF DATE: 12/31/17 EXP DATE: 12/31/18

C H A N G E E N D O R S E M E N T
C O N T I N U E D

FORMS APPLICABLE:

3003C(05/10), BMC-90, CA0020(10/13), CA0156(11/13), CA0221(12/17),
CA2170(10/13), CA2313(10/13), CA7001A(11/15), CA7002A(11/15),
CA7004A(11/15), CA7009(11/15), CA7093A(03/09), CA7266(11/15),
CA7312(11/15), CA7313(11/15), CA7442(11/15), CA8112.2(11/15),
CA8245(11/15), CA9935(11/13), CA9944(10/13), CA9948(10/13), FORM F,
IL0021(05/02), IL7130A(04/01), IL7131A(04/01)*, IL7338(05/15),
IL8576(09/09), MCS-90

REFER TO PRIOR DISTRIBUTION(S) FOR ANY FORMS NOT ATTACHED

PLACE OF ISSUE: OMAHA, NE

DATE OF ISSUE: 06/14/18

COUNTERSIGNED BY:



EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 5E8-12-73---18

HIGH PLAINS DIVERSIFIED

EFF DATE: 06/14/18

EXP DATE: 12/31/18

COMMERCIAL AUTO POLICY
DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
3003C	05-10	GLASS REPAIR FORM	
BMC-90	-	MOTOR CARRIER BI & PD LIABILITY	
CA0020	10-13	MOTOR CARRIER COVERAGE FORM	
		TERRORISM COVG INCL IN MAIN COV FORM	\$ 67
CA0156	11-13	NEBRASKA CHANGES	
CA0221	12-17	NEBRASKA CHANGES - CANCELLATION	
CA2170	10-13	NE UNINSURED/UNDERINS MOTORISTS COV	
CA2313	10-13	TRAILER INTERCHANGE FIRE,THEFT... FIRE AND THEFT LEAST OF ACTUAL CASH VALUE, COST OF REPAIR, OR \$ 30,000 LIMIT OF INSURANCE \$ 25 DEDUCTIBLE FOR EACH COVERED TRAILER	
CA7001A	11-15	COMM AUTO DECLARATIONS/ADDIT'L ITEMS	
CA7002A	11-15	COMM AUTO DECLARATIONS - ITEMS 4 & 5	
CA7004A	11-15	COMM AUTO DECLARATIONS/ADDIT'L ITEMS	
CA7009	11-15	QUICK REFERENCE MOTOR CARRIER	
CA7093A	03-09	UM/UIM SUPPLEMENTAL SCHEDULE	
CA7266	11-15	DESIGNATED INSURED PERSON/ORGANIZATION ANY OR ALL PERSONS OR ORGANIZATIONS SUBJECT TO A WRITTEN CONTRACT REQUIRING SUCH A WAIVER AGREEMENT - LANCASTER COUNTY	
CA7312	11-15	RENTAL VEHICLE EXTENSIONS	
CA7313	11-15	PREJUDGMENT INTEREST	
CA7442	11-15	COMMERCIAL MOTOR CARRIER ENDORSEMENT	
CA8112.2	11-15	IMPT NOTICE -PAYMENT FOR AFTERMARKET	
CA8245	11-15	2013 POLICYHOLDER NOTICE	
CA9935	11-13	NEBRASKA AUTO MEDICAL PAYMENTS	
CA9944	10-13	LOSS PAYABLE CLAUSE	
CA9948	10-13	POLLUTION LIAB BROADND COV/COV AUTOS	
FORM F	-	UNIFORM MOTOR CARRIER BI & PD	
IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL7338	05-15	NOTICE OF CANC PROV BY US DESIGNATED NAME OF ENTITY: SAMPSON CONSTRUCTION CO., INC. MAILING ADDRESS: 3730 S 14TH ST LINCOLN, NE 68502 NUMBER OF DAYS NOTICE: 30 NAME OF ENTITY: HAWKINS CONSTRUCTION COMPANY	

DATE OF ISSUE: 06/14/18

(CONTINUED)

FORM: IL7131A (ED. 04-01)

008 CG

5E81273 1809



HIGH PLAINS DIVERSIFIED

EFF DATE: 06/14/18

EXP DATE: 12/31/18

C O M M E R C I A L A U T O P O L I C Y
D E C L A R A T I O N S

=====
ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
		MAILING ADDRESS: 2516 DEER PARK BLVD OMAHA, NE 68105 NUMBER OF DAYS NOTICE: 30	
		NAME OF ENTITY: OMG MIDWEST, INC. (DBA) OLDCASTLE MATERIALS MIDWEST CO. MAILING ADDRESS: PO BOX 3365 DES MOINES, IA 50316 NUMBER OF DAYS NOTICE: 30	
		NAME OF ENTITY: SIMON CONTRACTORS MAILING ADDRESS: PO BOX 130 NORTH PLATTE, NE 69101 NUMBER OF DAYS NOTICE: 30	
		NAME OF ENTITY: LANCASTER COUNTY MAILING ADDRESS: 555 S 10TH ST LINCOLN, NE 68508 NUMBER OF DAYS NOTICE: 30	
IL8576 MCS-90	09-09 -	MEDICARE IMPT NOTICE TO POLICYHOLDER PUBLIC LIABILITY ENDST FOR MOTOR CAR	

Policy 5E8127318

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the **Who Is An Insured** provision of the coverage form. This endorsement does not alter coverage provided in the coverage form.

SCHEDULE

Name of Person(s) or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision under the Covered Autos Liability Coverage form and;

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that "insured".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any or All Persons or Organizations subject to a Written Contract requiring such a Waiver Agreement

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

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

Endorsement Effective Policy No. 5H7081118 Endorsement No.
Insured High Plains Diversified Enterprises, Inc. Premium

Insurance Company Emcasco Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

Policy 5D8127318

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

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

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

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

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

- b. Supervisory, inspection, architectural or engineering activities.

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

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

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

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

Primary and Noncontributory Insurance

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

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

E. All other terms and conditions of this policy remain unchanged.