

**FIRST AMENDMENT
ENGINEERING AGREEMENT FOR
ENVIRONMENTAL PERMITTING
FOR REPLACEMENT OF COUNTY BRIDGE F-88**

THIS AGREEMENT entered into this ____ day of November, 2018, by and between **FELSBURG, HOLT AND ULLIEVIG**, hereinafter referred to as the "**ENGINEER**", and Lancaster County, hereinafter referred to as the "**COUNTY**". Collectively the County and the Engineer may be referred to as "the Parties."

WHEREAS, on June 19, 2018, the Parties previously entered into a contract for wetland delineation and permitting services for the replacement of county bridge F-88, under County Contract No. C-18-0315 ("the Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to add additional agency coordination, wetland delineation documentation, and individual water quality certification to said Agreement;

WHEREAS, the expenditure for these additional services is \$5,500.00;

WHEREAS, the revised contract total with the additional services is estimated to be \$30,428.00

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Agreement, the Parties hereto agree as follows:

The Parties hereby amend the Agreement to add the following environmental permitting services:

- 1) Additional agency coordination and documentation with Pheasants Forever, the Nebraska Game and Parks Commission (NGPC), and the Natural Resources Conservation Service (NRCS), the United States Army Corps of Engineers (USACE), and the City of Lincoln Watershed Management division as related to and required by the Wetland Reserve Program (WRP) for saline wetland mitigation as it pertains to the incorporated easement as identified in the plans.
- 2) Additional wetland delineation and reporting to include the presence of saline wetlands within the limits of construction.
- 3) Individual Water Quality Certification (WQC).

Section II of the Agreement shall be amended to include the following in the Project Schedule:

- 1) Complete coordination and documentation with Pheasant Forever, NGPC, and NRCS relative to WRP requirements no later than **January 1, 2019**.
- 2) Update wetland delineation report documentation to include the presence of saline

wetlands within the plan limits of construction no later than **January 1, 2019**.

- 3) Update and submit Pre-Construction Notification documentation to the USACE to include the presence of additional saline wetlands and the requirement of an Individual Water Quality Certification no later than **January 1, 2019**.

Section VI(A) of the Agreement shall be amended to include the following fees and amend the contract total for the project:

1) Agency Coordination.....	\$ 2,000.00	
2) Wetland delineation Survey/Report	\$ 2,000.00	
3) Section 404 Nationwide Permit Application	\$ 1,500.00	
TOTAL ADDITIONAL COSTS	\$ 5,500.00	

AMENDED CONTRACT TOTAL.....\$ 30,428.00

All other terms and conditions of the Agreement not in conflict with this Amendment, shall remain in full force and effect.

This Amendment shall be binding upon the Parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duty authorized representative.

EXECUTED by the **ENGINEER** this 30th day of October, 2018

Amy Zlotzky
Signature

Amy Zlotzky, Principal
Name & Title

Felsburg Holt & Ullevig
Firm Name

321 South 9th Street
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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Colorado, LLC Prof Liab P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800 873-8500	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Phoenix Insurance Company	NAIC # 25623
	INSURER B : Travelers Indemnity Company	25658
INSURED Felsburg Holt & Ullevig, Inc. 6300 S. Syracuse Way, #600 Centennial, CO 80111	INSURER C : XL Specialty Insurance Company	37885
	INSURER D : Charter Oak Fire Insurance Company	25615
	INSURER E :	
	INSURER F :	


COVERAGES CERTIFICATE NUMBER: 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 INSR	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6802J252902	06/21/2018	06/21/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA3008L260	06/21/2018	06/21/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000	X	X	CUP6540Y22A	06/21/2018	06/21/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB6K434639	06/21/2018	06/21/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab incl Pollution Claims Made		X	DPR9927645	06/21/2018	06/21/2019	\$2,000,000 per claim \$5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Environmental Assessment and Permitting for the F-88 Bridge in Lancaster County, NE.
Additional Insured: Lancaster County, Nebraska, its agents, employees and representatives.

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 (See Attached Descriptions)

CERTIFICATE HOLDER Lancaster County 555 South 10th St. Lincoln, NE 68508	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 
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DESCRIPTIONS (Continued from Page 1)

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. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CGD425 (07-08) - OTHER INSURANCE ADDITIONAL INSUREDS PRIMARY AND
NONCONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE - ADDITIONAL INSUREDS -PRIMARY AND NON-CONTRIBUTORY WITH
RESPECT TO CERTAIN OTHER INSURANCE

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

The following is added to Paragraph 4. a., Primary Insurance, of SECTION
IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, if you specifically agree in a written contractor agreement that the insurance afforded to an 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 that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed; subsequent to the signing and execution of that contract or agreement by you.

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

SCHEDULE

Name of Person or Organization:

Any person or organization that you have agreed in a written contract or agreement to waive your right of recovery against, but only for payments we make because of:

1. "Bodily injury" or "property damage" that occurs; or
2. "Personal injury" or "advertising injury" caused by an offense committed; after you have executed that contract or agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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 hazards." This waiver applies only to the person or organization shown in the Schedule above.

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GENERAL PURPOSE ENDORSEMENT
OFFICE PAC

POLICY NUMBER: 680-2J252902-18-47
ISSUE DATE: 06/20/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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GENERAL PURPOSE ENDORSEMENT
OFFICE PAC

POLICY NUMBER: 680-2J252902-18-47
ISSUE DATE: 06/20/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG2037 (07-04) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED
OPERATIONS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):
Any person or organization that you agree in a written contract
to include as an additional insured on this Coverage Part for
"bodily injury" or "property damage" included in the
products-completed operations hazard, provided that such
contract was signed and executed by you before, and is in effect
when, the "bodily injury or "property damage" occurs.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS: Any project to
which a written contract with the Additional Insured Person(s)
or Organization(s) in the Schedule applies.

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN
ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL
INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY
WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE"
CAUSED, IN WHOLE OR IN PART, BY "YOUR WORK" AT THE LOCATION DESIGNATED
AND DESCRIBED IN THE SCHEDULE OF THIS ENDORSEMENT PERFORMED FOR
THAT ADDITIONAL INSURED AND INCLUDED IN THE "PRODUCTS-COMPLETED
OPERATIONS HAZARD".

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GENERAL PURPOSE ENDORSEMENT
OFFICE PAC

POLICY NUMBER: 680-2J252902-18-47
ISSUE DATE: 06/20/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG2037 (07-04) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

LOCATION OF COVERED OPERATIONS: Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE", PERSONAL INJURY OR "ADVERTISING INJURY" CAUSED, IN WHOLE OR IN PART, BY:

1. YOUR ACTS OR OMISSIONS; OR
2. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF;
IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS FOR THE ADDITIONAL INSURED(S) AT THE LOCATION(S) DESIGNATED ABOVE.

B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSURED, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY;

This insurance does not apply to bodily injury or property damage" occurring, or personal injury or advertising injury arising out of an offense committed, after:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

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 PRINCIPAL AS A PART OF THE SAME PROJECT.

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POLICY NUMBER: BA-3008L260-18-GRP
EFFECTIVE DATE: 06-21-18
ISSUE DATE: 06-20-18

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 07 17 CO UM 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 12 17 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

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

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.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

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

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

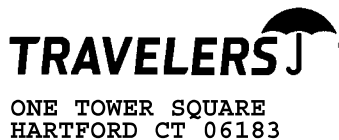
- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-6K434639-18-47-E

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.