

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

THIS AMENDMENT entered into this ____ day of December, 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, on November 6, 2018, under County Contract No. C-18-0688, the Parties amended the Agreement to add additional agency coordination, wetland delineation documentation, and individual water quality certification for an additional \$5,500.00, increasing the contract total to an estimated \$30,428.00;

WHEREAS, the Parties hereby amend the Agreement to add additional agency coordination, wetland delineation, conservation value and function assessments, and any and all associated reporting that may be required to said Agreement (see Exhibit "A" attached);

WHEREAS, the expenditure for these additional services is \$13, 038.00;

WHEREAS, the revised contract total with the additional services is estimated to be \$43,466.00;

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

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

- 1) Wetland Delineation and Report for Wetland Reserve Program Mitigation
- 2) Natural Resource Conservation Service Phase I Environmental Site Assessments report
- 3) Wetland Reserve Program Conservation Functions and Values Assessment
- 4) Incorporate Wetland Reserve Program Sections into Environmental Assessment
- 5) Natural Resource Conservation Service Coordination and On-Site Meeting

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

- 1) Wetland Delineation and Report for Wetland Reserve
Program Mitigation [January 15, 2019]
- 2) Natural Resource Conservation Service Phase I
Environmental Site Assessments report [January 15, 2019]
- 3) Wetland Reserve Program Conservation Functions
and Values Assessment [January 15, 2019]
- 4) Incorporate Wetland Reserve Program Sections into
Environmental Assessment..... [January 30, 2019]
- 5) Natural Resource Conservation Service Coordination
And On-Site Meeting [May 1, 2019]

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

4) Wetland Delineation and Report for Wetland Reserve Program Mitigation	\$ 5, 125.00
5) Natural Resource Conservation Service Phase I Environmental Site Assessment report	\$ 2, 890.50
6) Wetland Reserve Program Conservation Functions and Values Assessment	\$ 2,562.50
4) Incorporate Wetland Reserve Program Sections into Environmental Assessment.....	\$ 1,178.75
5) Natural Resource Conservation Service Coordination And On-Site Meeting	\$ 1,281.25
TOTAL ADDITIONAL COSTS	\$ 13,038.00

AMENDED CONTRACT TOTAL..... \$ 43, 466.00

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

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the Parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTED by the ENGINEER this 26th day of November, 2018

Amy Zlotzky
Signature

Amy Zlotzky, Principal
Name & Title

Felsburg Holt & Ullevig
Firm Name

321 South 9th 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"

ATTACHMENT

FEE PROPOSAL



EA for Property Transfer from the Helmuth/Pheasants Forever Parcel - Amendment 2
Lancaster County, Nebraska

	Principal I \$200	Env Sci V \$160	Env Sci III \$125	Hours Subtotal	Total Cost
Scope of Services					
Task 17			40	40	\$5,000
Task 18		2	20	22	\$2,820
Task 19			20	20	\$2,500
Task 20	2		6	8	\$1,150
Task 21			10	10	\$1,250
	Hours Subtotal	2	2	96	
	TOTAL HOURS and LABOR:			100	\$12,720
	EXPENSES AT 2.5% OF LABOR:				\$318
	TOTAL PROJECT:				\$13,038

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.

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.

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

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.

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. C

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GENERAL PURPOSE ENDORSEMENT
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This endorsement modifies insurance provided under the following:

Page 1 of 1

GENERAL PURPOSE ENDORSEMENT

POLICY NUMBER: 680-2J252902-18-47

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ISSUE DATE: 06/20/2018

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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:

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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Page 1 of 1

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.

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:

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.

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 A PRINCIPAL AS A PART OF THE SAME PROJECT.

CGD361 0305

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Page 1 of 1



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 TO 02 11 89 COMMON POLICY DECLARATIONS
IL T8 01 10 93 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL TO 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 TO 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:

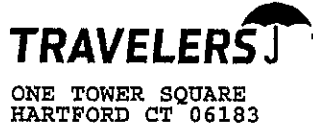
- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or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