

**FIRST AMENDMENT
ENGINEERING AGREEMENT FOR
THE SAFETY ANALYSIS OF S. 68TH AND 148TH ROADS
IN LANCASTER COUNTY, NEBRASKA**

THIS AMENDMENT (“Amendment”) entered into by and between Felsburg, Holt, & Ullevig, 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 April 10, 2018, the Parties previously entered into a contract 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, under County Contract No. C-18-0156 (“the Agreement”); and

WHEREAS, the Parties hereby amend the Agreement to add additional services which include turning movement counts, benefit/cost analysis, preparing documents for and attending the Nebraska Department of Roads Safety Committee meeting, and assisting with the completion of the DR 530 form if funding is not approved (See Appendix A);

WHEREAS, the expenditure for these additional services shall not exceed \$14,370.00 (See Appendix B);

WHEREAS, the revised contract total with the additional services is estimated to be \$67,020.00;

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

- 1) The Parties hereby amend the Agreement to add additional services which include turning movement counts, benefit/cost analysis, preparing documents for and attending the Nebraska Department of Roads Safety Committee meeting, and assisting with the completion of the DR 530 form if funding is not approved (See Appendix A).
- 2) Section VI(A) of the Agreement shall be amended to include the following fees and amend the contract total for the project:

I. First Amendment: Additional Services..... [\$ 14,370.00]

AMENDED CONTRACT TOTAL..... \$ 67,020.00

- 3) 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 25 day of January, 2019.

Matthew B. McFadden
Signature

Matthew B. McFadden, Principal
Name & Title

Felsburg Holt + Ullevig
Firm Name

11422 Miracle Hills Dr, Ste. 115
Address

Omaha Ne 68154
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



APPENDIX A

Scope of Supplemental Services

January 17, 2019

Supplemental #1 - Safety Analysis of S. 68th and I48th Streets in Lancaster County

SCOPE OF SUPPLEMENTAL SERVICES

At the request of the Lancaster County Engineer, Felsburg Holt & Ullevig (FHU) is submitting this Supplemental #1 contract proposal for additional work regarding the application for safety funds for the following projects:

- S. 148th Street improvements, widening and overlay to 28' top with centerline and edgeline rumble strips and safety edge from O Street to 750 feet south of Yankee Hill Road (end of asphalt pavement)
- I48th Street at Holdrege Street and Adams Street Intersection improvements (including Single-lane Roundabouts)
- S. 68th Street improvements, shoulder widening from Princeton Road to Olive Creek Road, including turn lanes on both approaches at Olive Creek Road
- S. 68th Street and Roca Road or other intersection determined by updated crash analysis improvements (Turn Lanes, Roundabout etc.)

The additional work includes a turning movement counts, benefit/cost analysis, preparing documents for and attending the Nebraska Department of Roads (NDOT) Safety Committee meeting, and assisting Lancaster County with completing the DR 530 form should NDOT approve funding.

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. Data Collection and Analysis – Olive Creek Drive

- Data Collection* – An eight-hour turning movement count will be completed at the intersections of S. 68th Street at Olive Creek Drive and I48th Street at Holdrege Street by MNRG, LLC as a sub-consultant to FHU. This information will be used as the base condition for our operations analysis at these intersections. These locations were identified as high crash locations in the *Lancaster County Safety Analyses S. 68th Street and I48th Street*, however specific traffic data was not available.

Traffic and Safety data from the *Lancaster County Safety Analysis I48th Street* and *Lancaster County Safety Analysis S. 68th Street* will also be utilized. Lancaster County will provide updated crash data for the study area from 2-28-2018 to current. This information will be used to help determine what intersections on S. 68th Street and I48th Street would be the best candidates for safety improvements.

Supplemental #1 - Safety Analysis of S. 68th and 148th Roads in Lancaster County

January 17, 2019

Assumptions

- AM and PM Peak Hour Turning Movement Counts on a typical weekday.
 - Lancaster County to provide updated crash data.
- b. *Existing and Future Traffic Analysis* - FHU will assess the current level of congestion, measured by level of service (LOS), experienced at the intersection of S. 68th Street and Olive Creek Drive. An auxiliary turn lane analysis and, if needed, MUTCD traffic signal warrant analysis will be completed. Roundabouts will also be analyzed at the unsignalized intersections of Olive Creek Drive and Princeton Road. Other potential safety improvements identified for this intersection include northbound and south bound left-turn lanes and a northbound right-turn lane.

TASK 3.1. Conceptual Design and Cost Estimates

Conceptual design and cost estimates from the *Lancaster County Safety Analysis 148th Street* and *Lancaster County Safety Analysis S. 68th Street* will be utilized. No additional design and cost estimates will be completed as part of this supplemental services proposal.

The improvements that will be evaluated include the follow:

- 148th Street improvements, widening and overlay to 28' top with centerline and Edgeline rumble strips and safety edge from O Street to 750 feet south of Yankee Hill Road. [Lancaster County to Provide]
- 148th Street at Adams Street and 148th Street at Holdrege Street Intersection improvements (Roundabout) [from *Lancaster County Safety Analysis 148th Street*] Cost estimates for the 148th at Adams Street and Holdrege Street roundabouts will be determined either for a single lane roundabout or turn lanes. Roundabout design will match those which are being design for the South Beltway Project.
- 68th Street improvements, shoulder widening from Princeton Road – Olive Creek Road, and turn lanes on both approaches at Olive Creek Road [Lancaster County to Provide]
- S. 68th Street and Roca Road or other intersection determined by updated crash analysis (Turn Lanes, Roundabout etc.) [cost from *Lancaster County Safety Analysis S. 68th Street*]

Assumptions

- The Lancaster County Engineer's Office will provide a cost estimate for the 28' top with centerline and edgeline rumble strips and safety edge on 148th Street from O Street to 750 feet south of Yankee Hill Road.
- The Lancaster County Engineer's Office will provide a cost estimate for shoulder widening from Princeton Road – Olive Creek Road and turn lanes on both approaches at Olive Creek Road.

TASK 4.1. Benefit/Cost Analysis

FHU will conduct a benefit cost analysis for up to five (5) improvements. 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>).

Supplemental #1 - Safety Analysis of S. 68th and I 48th Roads in Lancaster County

January 17, 2019

TASK 5.1. NDOT Safety Committee Meeting Prep and Presentation Materials

FHU will prepare a presentation summarizing the results of the safety and operations analysis and will include graphical illustrations of the study area and analysis. The presentation will include the crash analysis, countermeasures, conceptual design of improvements, cost estimates, and a benefit/cost analysis for up to five (5) safety improvements.

TASK 6.1 DR 530 Form

Should any of these safety improvements receive approval of the safety funds, NDOT will request the completion of a DR 530 form. FHU will complete the DR 530 form and submit to Lancaster County once completed.

TASK 7.1. Meetings

- a. *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.
- b. *Board of Commissions Meeting* - FHU will attend one Lancaster County Board meeting to report on project progress and answer board member questions.
- c. *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.

DELIVERABLES

FHU will provide the following information:

- Documentation and application for HSIP funds

PROJECT SCHEDULE

January 28, 2019 – Notice to Proceed and Begin Data Collection

February 18, 2019 – Benefit Cost Analysis completed.

March 8, 2019 – Draft Presentation Materials completed.

March 2019 – Safety Memo presented to County Board of Commissioners.

April 2019 – Presentation to NDOT Safety Committee. Date for Meeting to be determined by Safety Committee Schedule.

COST ESTIMATE

FHU propose to conduct these supplemental services on a "time and materials" basis. Under such an agreement, we are compensated on an hourly basis for all labor and other direct costs, such as printing and traffic counts, are reimbursed at a rate of 1.1 times actual cost. The following are our standard hourly billing rates for the personnel expected to be involved in this project:

Associate	\$ 190.00/Hour	Sr. Designer	\$ 140.00/Hour
Sr. Engineer	\$ 180.00/Hour	Graphics Specialist V	\$ 120.00/Hour
Engineer IV	\$ 145.00/Hour	Engineer II	\$ 110.00/Hour

At these standard hourly rates, we have estimated that the analyses could be completed for a maximum budget of **\$14,370**. This amount would be established as a "not to exceed" limit beyond which no charges could be made without your prior approval. A more detailed breakdown of cost and hours is included in APPENDIX B.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2019

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).

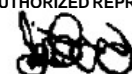
PRODUCER USI Colorado, LLC Prof Liab P.O. Box 7050 Englewood CO 80155	CONTACT NAME: PHONE (A/C. No. Ext): 800-873-8500		FAX (A/C. No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Phoenix Insurance Company			25623
INSURER B: Charter Oak Fire Insurance Company			25615
INSURER C: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

COVERAGES **CERTIFICATE NUMBER:** 855129383 **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6802J252902	6/21/2018	6/21/2019	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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA3008L260	6/21/2018	6/21/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP6540Y22A	6/21/2018	6/21/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	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		Y	UB6K434639	6/21/2018	6/21/2019	<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
D	Professional Liab. incl Pollution Claims Made		Y	DPR9927645	6/21/2018	6/21/2019	Per Claim \$2,000,000 Annual Aggregate \$5,000,000

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. 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 See Attached...

CERTIFICATE HOLDER Lancaster County 444 Cherrycreek Road, Building C Lincoln NE 68528	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY USI Colorado, LLC Prof Liab		NAMED INSURED Felsburg Holt & Ullevig, Inc. 6300 S. Syracuse Way, #600 Centennial CO 80111	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

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.

Additional Insured: Lancaster County, Nebraska
 RE: 68th and 148th Safety Study, in Lancaster County, Nebraska

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.



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-3008L260-18-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.

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.

CG D4 25 07 08

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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:

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.

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".

CG 20 37 07 04

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

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 A PRINCIPAL AS A PART OF THE SAME PROJECT.

CGD361 0305

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Page 1 of 1



ONE TOWER SQUARE
HARTFORD CT 06183

**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.