

AMENDMENT TO CONTRACT
Annual Supply
Water Softener Salt
Quote No. 5561
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Culligan of Lincoln

This Amendment is hereby entered into by and between Culligan of Lincoln, 4801 Superior Street, Lincoln, NE 68504 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated March 14th, 2017 executed under City Directorial No. 16700, and County Contract C-17-0190, dated March 7, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission, on March 14, 2017, for Annual Supply-Water Softener Salt Quote No. 5561, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is March 14, 2017 through March 13, 2018, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Directorial Order No. 18665, executed by the City on February 16, 2018, and by County Contract C-18-0087 executed by the County Board on February 20, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission on February 13, 2018, to renew the contract for an additional one (1) year term from March 14, 2018 through March 13, 2019; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning March 14, 2019 through March 13, 2020; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$5,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$7,500.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$500.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No 16770 and County Contract C-17-0190, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning March 14, 2019 through March 13, 2020.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$5,000.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$7,500.00 without approval by the Lancaster County Board.
- 4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$500.00 without approval by the Public Building Commission.
- 5) All other terms of the Contract, not in conflict with this Amendment, shall remain in 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 do hereby execute this Amendment upon completion of signatures on:


Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

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Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
 Attn: Sandy Rocke
 440 So. 8th St., Ste. 200
 Lincoln, NE 68508
 Or email to: srocke@lincoln.ne.gov

Company Name:	Colligan of Lincoln
By: (Please Sign)	
By: (Please Print)	Jay Guerber
Title:	G.M.
Company Address:	4801 Superior St
Company Phone & Fax:	(402) 476-3351
E-Mail Address:	jguerber@hallswater.com
Date:	2/19/18
Contact Person for Orders or Service	Dave Harker - Service Manager
Contact Phone Number:	(402) 450-7815

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Annual Supply
Water Softener Salt
Quote No. 5561
City of Lincoln, Lancaster County and
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Renewal
Culligan of Lincoln**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Finance Director

City Clerk

CITY OF LINCOLN, NEBRASKA

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Water Softener Salt
Quote No. 5561
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Culligan of Lincoln

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

**City of Lincoln-Lancaster County Public Building Commission
Signature Page**

**AMENDMENT TO CONTRACT
Annual Supply
Water Softener Salt
Quote No. 5561
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Culligan of Lincoln**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2019

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 CA #0H64724 IMA, Inc. (Wichita Division) PO Box 2992 Wichita, KS 67201-2992	1-316-267-9221	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Wichita Water Conditioning, Inc dba Culligan of Lincoln 10821 E 26th St North Wichita, KS 67226		INSURER(S) AFFORDING COVERAGE INSURER A: TWIN CITY FIRE INS CO INSURER B: HARTFORD FIRE IN CO INSURER C: TRAVELERS PROP CAS CO OF AMER INSURER D: TRUMBULL INS CO INSURER E: INSURER F:	
		NAIC # 29459 19682 25674 27120	

COVERAGES

CERTIFICATE NUMBER: 55345565

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> See Remarks on Page 2 <input checked="" type="checkbox"/> For Add'l Information GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		37EC50F6447	02/10/19	02/10/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded 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	X		37CSEQU2341	02/10/19	02/10/20	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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 \$ 0			ZUP91M5138419NF	02/10/19	02/10/20	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	37WNQU2340	02/10/19	02/10/20	<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

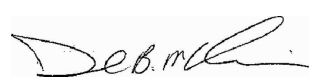
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For a Listing of Named Insureds; See Page 2

City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission are included as Additional Insured on the General Liability & Automobile Liability policies, if required by written contract or agreement, subject to the policy terms & conditions.

A Waiver of Subrogation is provided in favor of Additional Insureds on the Workers Compensation policy, if required by written contract or agreement, subject to the policy terms & conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln, Lancaster County Lincoln-Lancaster County Public Building Commission 555 South 10th Street Lincoln, NE 68508 USA	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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55345565

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
02/12/2019

NAME OF INSURED: Wichita Water Conditioning, Inc dba Culligan of Lincoln

Additional Description of Operations/Remarks from Page 1:

Additional Information:

GENERAL LIABILITY:

Self Insured Retention: All States \$50,000

The General Aggregate Per Location Limit is subject to a Policy Cap of \$10,000,000.

WORKERS COMPENSATION:

Ohio Locations are not included in the Workers Compensation Coverage.

NAMED INSURED INCLUDES:

Wichita Water Conditioning, Inc.;

Wichita Water Conditioning, Inc dba Hall's Culligan Water;

CRH Coffee, Inc dba Prairiefire Coffee Roasters;

Wichita Water Conditioning, Inc. dba Culligan Lake of the Ozarks;

Wichita Water Conditioning, Inc dba Culligan of Independence;

Wichita Water Conditioning, Inc dba Culligan of McPherson;

Wichita Water Conditioning, Inc dba Culligan of Hays;

Wichita Water Conditioning, Inc dba Culligan of Lincoln;

Wichita Water Conditioning, Inc dba Culligan of Joplin;

Wichita Water Conditioning, Inc dba Culligan of Jefferson City;

Wichita Water Conditioning, Inc dba Tri Lakes Culligan;

Wichita Water Conditioning, Inc dba Culligan of NW AR;

Wichita Water Conditioning, Inc dba Culligan of Denver;

Wichita Water Conditioning, Inc dba Culligan of Norfolk;

Wichita Water Conditioning, Inc dba Culligan of Omaha;

Wichita Water Conditioning, Inc dba Culligan of Columbus;

Wichita Water Conditioning, Inc. dba Culligan of Rolla;

Wichita Water Conditioning, Inc. dba Chuck, the Water Man.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.



LISTING OF COVERAGE PARTS AND ENDORSEMENTS FORMING A PART OF THE POLICY

The following is a listing of policy provisions, forms and endorsements by Form Number and Title that form a part of the policy at issue.

	FORM NUMBER	TITLE
1	EH0002	06-05 COMMERCIAL GENERAL LIABILITY COVERAGE FORM (EXCESS -BROAD FORM)
2	HC2031	12-10 ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSURED
3	HM9901	11-85 INSTALLMENT PAYMENT PLAN
4	HS9906	06-05 PREMIUM COMPUTATION ENDORSEMENT
5	HC1210	11-85 COMMERCIAL GENERAL LIABILITY SCHEDULE
6	EH0452	06-05 DAMAGE TO PREMISES RENTED TO YOU ENDORSEMENT
7	EH0494	06-05 EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT CLAIMS MADE
8	GN984718	01-15 CONFIRMATION OF COVERAGE ELECTION - TERRORISM RISK INSURANCE ACT
9	HC2373	01-15 EXCLUSION OF CERTIFIED ACTS OF TERRORISM
10	HC2137	03-93 ABSOLUTE LEAD EXCLUSION
11	CG2154	01-96 EXCLUSION-DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM
12	HS2102	04-00 EXCLUSION - INTERCOMPANY SUITS

interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization.

However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business; and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or

normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in paragraphs (d) or (f); or
 - (ii) Such inspections adjustments or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury" or "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

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

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

e. Permits issued By State or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations,
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if;
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III - Limits Of Insurance. Such limits of insurance apply only in excess of the "self-insured retention".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III LIMITS OF INSURANCE

1. The Most We Will Pay

Subject to item 1.a. of the **Insuring Agreement**, the Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;

- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- b. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for damages under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. How Limits And Self Insured Retention Apply to Additional Insureds

If you have agreed in a contract or agreement that another person or organization be added as an insured on your policy:

- a. You are responsible for payment of any "self-insured retention" on behalf of such person or organization; and
- b. The most we will pay on behalf of such insured or any other insured endorsed to this Coverage Part is the lesser of:
 - (1) The limits of insurance specified in the contract or agreement; or
 - (2) The Limits of Insurance shown in the Declarations.

Any amount we pay shall be in excess of the "self-insured retention" and is part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part and the amount of the "self-insured retention" apply separately to each "policy period". If the "policy



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 37 WN QU2340

Endorsement Number:

Effective Date: Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: WICHITA WATER CONDITIONING, INC.
10821 E. 26TH STREET NORTH
WICHITA, KS 67226

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

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

ENDORSEMENT IS NOT APPLICABLE IN KY, NH, NJ OR ANY MO CONSTRUCTION RISK.

Countersigned by _____

Susan L. Castaneda

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.

Process Date:

Policy Expiration Date: