

Received Date  
8/01/2019  
 Application Date  
7/24/2019

**LANCASTER COUNTY**  
**555 SOUTH 10<sup>TH</sup> STREET**  
**LINCOLN, NE 68508**

**Application to Construct**  
**Utilities On County property**  
**Only ONE type of Utility per permit.**

L.C.E.D. Utility Permit No. 1852  
 Utility Company Project or WO No. 2-6(120)  
 Lancaster County Contract No. C-19-0657  
 County Rep. AGO  
 L.C.E.D. Maintenance District # 4

Application is hereby made to LANCASTER COUNTY ("County") by:

Name of Utility Owner ("Owner"): Spectrum

Address: 5400 S 16th St., Lincoln NE 68512

Owner Phone: \_\_\_\_\_

Applicant Name: Scott Wallace

Applicant Phone: 402-480-5734

Applicant Address: \_\_\_\_\_  
 (If Not Same As Owner)

Applicant E-Mail: scott.wallace@charter.com

To construct or maintain a utility or utilities on County right-of-way as follows:

Please be as specific in you location as you can. Cross streets, Addresses, Subdivision Name with Lot & Block numbers, Section-Township-Range.

**LOCATION OF WORK:**

Requesting fiber placement starting at 98th/yankee hill going east to 134th. At 134th go south back down to the south side of hwy 2

UTILITY TO BE CONSTRUCTED

TYPE	DESCRIPTION	ANNOTATION
<u>Communication</u>	<u>Cable, Coax, Fiber</u>	_____
_____	_____	_____
_____	_____	_____

**No utility to be buried directly above a drainage structure. Existing utilities will be separated by 24".**

PROPOSED UTILITY INSTALLATION

METHOD	SIZE/WIDTH/ DIAMETER	DESCRIPTION	DEPTH/HEIGHT	DESCRIPTION
<u>Continuous Bore</u>	_____	_____	<u>Depth</u>	<b>48" MINIMUM</b>
<u>Open Trench</u>	_____	_____	<u>Depth</u>	<b>48" MINIMUM</b>
_____	_____	_____	_____	_____

**Contact Ron Bohaty at 402-441-7797 48 hours prior to any construction in County Right-of-way.**

NAME, ADDRESS, AND CONTACT NUMBER OF CONTRACTOR(S) ("Contractor(s)") PERFORMING THE WORK (if Applicable):

D and A Trenching / 308-382-4757 Jeff or Chuck @ 308-380-2403

4693 S 60th Rd. \_\_\_\_\_

Alda, NE 68110 \_\_\_\_\_

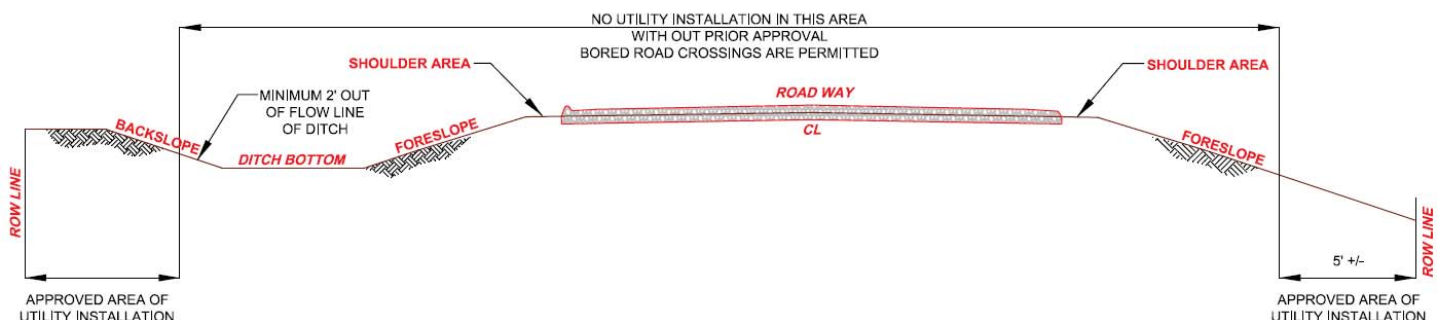
## UTILITY PERMIT REQUIREMENTS

**NOTE:** If Engineer plan sheet project notes conflict with County's Utility Permit Application requirements and the Utility Permit Requirements, the Utility Permit Application Requirements and Utility Permit Requirements shall govern. An approved Utility Permit is required for all work being done in County right-of-way. **See Page 6 for additional requirements upon permit approval.**

1. Unless agreed to by County in writing, Owner/Contractor(s) shall meet the following Minimum Requirements:
  - A. **Location of any and all utility installations parallel to the existing roadway are limited to the backslope area up to the existing road right-of-way line. New utility installations will NOT be allowed in the roadway, roadway shoulder, roadway foreslope and/or roadway ditch areas unless specific special instructions are given by the County and noted on the permit;**
  - B. The depth to the top of the new utility installations shall be a minimum depth of 48 inches below the existing adjacent parallel roadway drainage ditch flowline, unless specific area depth instructions are allowed by County and noted on the permit;
  - C. In roadway fill sections with no backslope area within the road right-of-way area, the minimum depth to top of utility line shall be 48" from existing ground, unless specific special depth instructions are allowed by County and noted on the permit;
  - D. The minimum depth for burial beneath drainage structures, waterways, creek channels, or culverts within 5' of the utility route will be 72", as measured from the flow line of the drainage structure, waterway, or creek channel (whichever is lower), to the top of the utility;
  - E. No utility will be buried directly above a drainage structure, **regardless of the burial depth;**
  - F. All crossings with existing utilities will be separated by a minimum of 24";
  - G. All paved road and paved driveway crossings will be dry-bored;
  - H. All areas disturbed by construction will be restored to their pre-construction condition, including includes backfilling all open-cut crossings with material excavated from trench. No sand or crushed rock backfill will be allowed, and compaction of backfilled areas shall be at a density equal to or greater than the surrounding soil in and around trenches, bore pits, pull boxes, and other utility appurtenances. This section also requires the replacement of roadway and driveway surfacing lost or damaged by construction, and re-seeding of all areas disturbed by the work;
  - I. All trees, bushes, brush, debris piles, resulting from clearing or grubbing operations will become the property of the Owner/Contractor(s) and will be removed from County property at the Owner/Contractor(s) expense.
2. The Owner/Contractor(s) performing the work shall have on-site, a copy of approved Utility Permit allowing permitted work to be done within County Road Right-of-Way.
3. The Owner/Contractor(s) or their representative will mark all existing Lancaster County drainage structures along the proposed utility installation route 24 hours prior to construction at a culvert site. All structures will be marked in a manner so as to allow the Owner's Contractor(s) to identify all "Bore" locations. Owner/Contractor(s) shall furnish As-Built plans and submit area boring logs to document conformance with utility line depths.
4. **The Owner/Contractor(s) will notify Lancaster County Maintenance Superintendent Ron Bohaty at 402-441-7797, a MINIMUM of 48 hours, prior to commencing construction on county right-of way.**
5. Owner/Contractor(s) performing the work shall submit insurance conforming to the "Insurance Clause for Lancaster County Utility Permits," which is incorporated herein by this reference. Please note that "Insurance Clause for Lancaster County Utility Permits" requires, among other items, a certificate of insurance naming Lancaster County as additional insured on commercial general liability and auto policies, as well as a 30 day notice of cancelation, non-renewal or any material reduction of insurance coverage, prior to any activities in the County's right-of-way. Please refer to the "Insurance Clause for Lancaster County Utility Permits" for full insurance requirements.
6. The Owner/Contractor(s) or their representative, shall contact the local utility companies and request location of any buried utilities. Damage to any utilities, either on County right-of-way or adjacent to County right-of-way, shall be repaired at the expense of the Owner/Contractor(s). In addition to any other indemnification obligations of Owner and Contractor(s), Owner and Contractor(s) by accepting and conducting work pursuant to this Utility Permit agree to indemnify, defend, and hold harmless the County, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from Owner's or Contractor's(s') physical destruction or injury to utilities during Owner's or Contractor's(s') work pursuant to this Utility Permit, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Owner or Contractor(s), a subcontractor, anyone directly or indirectly employed by

them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. Nothing herein shall be construed to be a waiver of sovereign immunity by the County.

7. Future road construction work could necessitate relocation of utilities. Those utility relocation costs shall be borne by the Owner, and Owner's heirs, administrators, executors, legal and personal representatives, successors, and assigns.
8. All trenches shall be backfilled the same day trench was excavated except for the portion where the work is to be continued the next day. The portion left open for work continuation shall be protected by barricades with flashing lights at night. No open trenches in the roadway will be allowed overnight, except when such roadway is closed for construction, or except with prior conditional approval to be noted on page #6 of this document.
9. Roads may be closed for a maximum of 12 hours, with prior review and written approval from the County. (See #11 for signage layout)
10. Road closures longer than 12 hours will require prior review and written approval of the County, and a detour plan approved by the County. (See #11 for signage layout)
11. Three Type III barricades w/Type A flashing lights shall be placed on each side of construction site. "Road Closed" {R 1 1-2} signs shall be mounted on the middle barricade on each side of the construction site. At the nearest intersection each way from crossing, a "Road Close \_\_\_\_\_ Miles ahead -- Local Traffic Only" (R11-3) sign shall be placed.
12. All barricading, flagmen, warning signs, and other traffic control measures implemented pursuant to this Utility Permit shall conform to the current **Manual on Uniform Traffic Control Devices.**
13. No equipment shall be left unattended on public right-of-way. No trenches shall be left open after working hours. No equipment shall block traffic control devices.
14. All pipe and encasements shall conform to State Highway Standards.
15. All Right-of-Way and/or utility line control and staking shall be done by Owner/Contractor(s) and or their agents.
16. Upon completion of construction Owner/Contractor(s) shall provide the County with As-Built plans and submit boring logs to document utility depth and location.
17. **Notification of proposed utility work to adjacent landowners shall be the responsibility of the Owner/Contractor(s).**
18. **A minimum 10 working day review for possible County Board approval, Board approval may add an additional 10-14 working days.**
19. **Owner/Contractor(s) shall be responsible to notify the County upon completion of permitted utility work.**
20. **Failure to comply with the Utility Permit Requirements may result in revocation of this Utility Permit, and denial of future Utility Permits.**



Owner/Contractor(s) agrees to construct the stated utility in accordance with the Utility Permit Requirements as written herein. After final review and approval see "Additional Provisions" or "Special Requirements" as listed on page following signature sheets. Any "Additional Provisions" or "Special Requirements" as listed, will be enforced as a part of this Utility Permit.

By signing this Application below, the individual signing on behalf of the Owner/Applicant hereby agrees and represents that he or she is legally capable to sign this Application and to lawfully bind the Owner to the terms and conditions of this Utility Permit.

Approximate installation start date august 30th, Approximate installation completion date october 15th.

OWNER/UTILITY: Spectrum

DATE: \_\_\_\_\_

SIGNED BY  
OWNER/APPLICANT: Wallace, Scott (P2150853) Digitally signed by Wallace, Scott (P2150853)  
Date: 2019.08.07 08:19:16 -05'00'

Digital signatures ARE accepted.  
Please email form back to COENG@LANCASTER.NE.GOV

EXECUTION BY LANCASTER COUNTY

The above application is hereby approved subject to the requirements and provisions of the permit.

APPROVED and dated this \_\_\_\_\_ day of \_\_\_\_\_ by the Lancaster County Board of Commissioners.

LANCASTER COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairperson

APPROVED as to form

this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Deputy County Attorney

REVIEWED this 22 day of August, 2019

James J. Shotkoski Digitally signed by James J. Shotkoski  
Date: 2019.08.22 09:52:33 -05'00'  
Lancaster County Engineering Representative

Owner/Contractor(s) agrees to construct the stated utility in accordance with the Utility Permit Requirements as written herein. After final review and approval see "Additional Provisions" or "Special Requirements" as listed on page following signature sheets. Any "Additional Provisions" or "Special Requirements" as listed, will be enforced as a part of this Utility Permit.

By signing this Application below, the individual signing on behalf of the Owner/Applicant hereby agrees and represents that he or she is legally capable to sign this Application and to lawfully bind the Owner to the terms and conditions of this Utility Permit.

Approximate installation start date \_\_\_\_\_, Approximate installation completion date \_\_\_\_\_.

OWNER/UTILITY: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNED BY  
OWNER/APPLICANT: \_\_\_\_\_

Digital signatures ARE accepted.  
Please email form back to COENG@LANCASTER.NE.GOV

EXECUTION BY LANCASTER COUNTY

The above application is hereby approved subject to the requirements and provisions of the permit.

Date \_\_\_\_\_

\_\_\_\_\_  
Lancaster County Representative

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"Additional Provisions" or "Special Requirements" (TO BE FILLED IN BY COUNTY PERSONNEL)

Encasement Requirements:

NA

Barricade, Signing and Flagging Requirements:

Comply with Section #12 of the Utility Permit Requirements.

Methods of Installation:

See Plans

Minimum Cover Provided in Road Ditches:

Comply with Section #1 of the Utility Permit Requirements

Other Requirements:

Comply with Section #2 of the Utility Permit Requirements: The Contractor is required to have a copy of the permit in-hand at all times while construction is in progress.

Comply with Section #4 of the Utility Permit Requirements: Contractor to contact Lancaster County Maintenance Superintendent Ron Bohaty (402) 441-7797 within 48-hours prior to beginning construction in the County Right-of-Way.

Additional Comments:

Comply with ALL Sections of the Utility Permit Requirements.

\*\*\*Utility Owners responsibility to notify Lancaster County upon completion of permitted work.\*\*\*

\*\*\*Utility install may require permitting from NDOT.\*\*\*

\*\*\*See notes on plans.\*\*\*

**INSURANCE CLAUSE  
FOR LANCASTER COUNTY ENGINEER UTILITY PERMITS**

**1. Insurance; Coverage Information**

The Contractor agrees that it shall, prior to beginning work pursuant to this Utility Permit, have, maintain, and provide proof of insurance coverage in a form satisfactory to the County and fulfilling all obligations set forth in this Insurance Clause. The County shall not withhold approval unreasonably. The coverages and minimum levels required by this Utility Permit are set forth herein and shall be in effect at all times that work is being done pursuant to this Utility Permit. No work pursuant to this Utility Permit shall begin until all insurance obligations herein are met to the satisfaction of the County. Self-insurance shall not be permitted unless written consent is given by the County prior to execution of the Utility Permit and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000.00 per occurrence. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the County being secondary or excess.**

**2. Certificates**

The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements and waivers described herein and below before being permitted to begin the work or project pursuant to this Utility Permit. All certificates, endorsements and endorsement forms (where required) must be acceptable to the County. Certificates shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. During the term of the Utility Permit and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

**3. Commercial General Liability**

The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.

**3.1 Automobile Liability**

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

**3.2 Additional Insured (Requires an Endorsement Form)**

Contractor shall add County as an Additional Insured, and shall provide an Additional Insured Endorsement Form showing the County as Additional Insured, on Contractor's Commercial General Liability policy and Contractor's Automobile policy.

**3.3 Intentionally Omitted**

**3.4. Workers' Compensation; Employers' Liability**

The Contractor shall have, maintain, and provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. The Contractor shall provide the County with an endorsement for waiver of subrogation. The contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Utility Permit.



**3.5 Intentionally Omitted**

**3.5.1 Intentionally Omitted**

**3.6 Intentionally Omitted**

**3.7 Intentionally Omitted**

**3.8 Railroad Contractual Liability Insurance (Required only if appropriate)**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must have, maintain, and provide a copy of an endorsement (ISO® form CG24170193 or newer) that removes or deletes any exception for such work in the Contractor's commercial general liability policy. Any endorsement not described herein shall be subject to the approval of the County.

**3.8.1 Railroad Protective Liability (Required only if appropriate)**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall have, maintain, and provide proof of Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the County Engineer prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Utility Permit.

**3.9 Intentionally Omitted**

**4. Risk of Loss**

Except to the extent covered by the Contractor's builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any Subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

**5. Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the

minimum coverage levels required by this Utility Permit.

**6. Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific written approval has been granted otherwise.

**7. Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the County, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against any and all claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance under this Utility Permit, including claims, damages, losses and expenses arising out of, but not limited to, claims, damages, losses and expenses for deprivations of civil rights, bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claims, damages, losses or expenses are caused in part by the negligence of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. Nothing herein shall be construed to be a waiver of sovereign immunity by the County.

**8. Reservation of Rights**

The County reserves the right to require a higher limit of insurance or additional coverages when the County determines that a higher limit or additional coverage is required to protect the County or the interests of the public.

**9. Sovereign Immunity**

Nothing contained in this Insurance Clause or any other clauses, provisions, documents, attachments, or other portions of the Utility Permit shall be construed to waive the Sovereign Immunity of the County.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p><b>State Or Governmental Agency Or Subdivision Or Political Subdivision:</b></p> <p>Lancaster County</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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

Insured: D & A Trenching Inc  
Policy #: 60510453  
Effective: 11-3-2018/2019

COMMERCIAL AUTO  
CA 71 09 01 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
COMMON POLICY CONDITIONS

### COVERAGE INDEX

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The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.



***(Temporary Substitute Auto Physical Damage)***

**A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

**SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:**

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

**B. BROADENED LIABILITY COVERAGES**

**SECTION II – LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:**

***(Broad Form Insured)***

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (1) That is a joint venture or partnership,
  - (2) That is an "insured" under any other policy,
  - (3) That has exhausted its Limits of Insurance under any other policy, or
  - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

***(Employee as Insureds)***

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

***(Additional Insured Status by Contract, Agreement or Permit)***

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
  - (1) Currently in effect or becoming effective during the term of this policy; and
  - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 11-3-2018 at 12:01 A.M. standard time, forms a part of  
(DATE)

Policy No. 60510453 of the

(NAME OF INSURANCE COMPANY)

Issued to D & A Trenching Inc

Premium \$



Authorized Representative

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

Lancaster County





