

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Lancaster, Nebraska (“**COUNTY**”) and Gana Trucking & Excavating, Inc. (“**CONTRACTOR FOR PERMITTEE**”), provides for road maintenance on certain County roads.

WHEREAS, Oak Valley Development, LLC (“Permittee”) has requested County Special Permit No. 19032 (“the Permit”), for authority for **CONTRACTOR FOR PERMITTEE** to conduct excavation of soil, sand, and gravel on AG Agriculture District zoned property located at N 112th Street and Havelock Avenue, and legally described as:

Lots 16, 20 and 21 all Irregular Tracts located in the north half of Section 7, Township 10 North, Range 8 East, East of the 6th P.M., Lancaster County, Nebraska (“the Property”);

WHEREAS, the Lincoln-Lancaster County Planning Department has recommended approval of the Permit, on the condition that **CONTRACTOR FOR PERMITTEE** enter into a written agreement with the **COUNTY** setting forth terms and conditions of road maintenance on the County roads described herein, in the area of the Permit; and

WHEREAS, the **COUNTY** and **CONTRACTOR FOR PERMITTEE** desire that **CONTRACTOR FOR PERMITTEE** maintain, at no cost to the **COUNTY**, certain County roads that suffer wear and tear as a result of extraction of soil, sand, and gravel pursuant to the Permit;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the Parties hereto as follows:

- 1) Access and use under the Permit and this Agreement shall be via one existing driveway to/from Havelock Avenue as shown on the Permit.
- 2) In consideration of receiving the Permit, **CONTRACTOR FOR PERMITTEE** agrees to be on call by the **COUNTY** for maintenance needs related to any damage and any materials tracked onto the portion of the County road located on Havelock Avenue adjacent to the **CONTRACTOR FOR PERMITTEE**'s soil, sand, and gravel extraction site located on the Property. **CONTRACTOR FOR PERMITTEE** also agrees to be responsible for the cost of repairs for damage to Havelock Avenue adjacent to the extraction site attributed to the hauling operations by **CONTRACTOR FOR PERMITTEE** and/or **CONTRACTOR FOR PERMITTEE**'s Contractors or Customers. Should **CONTRACTOR FOR PERMITTEE** fail to comply with each request for maintenance, the **COUNTY** is hereby given the explicit authority to shut down operations authorized by the Permit on the Property until such compliance is met.

If **COUNTY** maintenance effort is increased to more than three (3) maintenance motor patrols in two (2) weeks due to the hauling operations by **CONTRACTOR FOR PERMITTEE** and/or **CONTRACTOR FOR PERMITTEE'S Contractors or Customers**, **CONTRACTOR FOR PERMITTEE** agrees to be responsible for the cost of the **COUNTY'S** additional maintenance motor patrols. The **COUNTY** shall invoice **CONTRACTOR FOR PERMITTEE** for the cost of labor and equipment use. The cost of labor and equipment use fees will be determined using the cost of labor and equipment use fees as of the date of the invoice. **CONTRACTOR FOR PERMITTEE** shall make payment to **COUNTY** within thirty (30) days of the date of the invoice.

Except for the consideration above-mentioned, **CONTRACTOR FOR PERMITTEE** shall receive no compensation of any kind from the **COUNTY** for required maintenance of the above-cited **COUNTY** roads.

- 3) **CONTRACTOR FOR PERMITTEE** shall maintain the entrances onto public right-of-ways in a condition which will prevent tracking or flow of material on the public right-of-ways. Maintenance practices and sediment control circumstances are subject to review and approval by Lancaster County Engineering Department and may require additional efforts be taken to ensure compliance with roadway protection. Upon review, the Lancaster County Engineering Department may require the construction of the following mitigation Best Management Practices:
 - A. Rock or stone vehicle tracking pad;
 - B. Shaker Rack; and/or
 - C. Wheel washer/wash rack.
- 4) **CONTRACTOR FOR PERMITTEE** shall utilize dust abatement measures such as water application or other measures approved by the **COUNTY** on Havelock Avenue to and from the Property and the approved haul routes along Havelock Avenue west to 84th Street and east to 148th Street. The areas of dust abatement shall be implemented when road conditions are dry and hauling operations are in progress with no compensation from the **COUNTY** for such dust abatement measures.

CONTRACTOR FOR PERMITTEE shall provide written notice to the **COUNTY** regarding any deletions, additions, and/or modifications to the haul routes along Havelock Avenue west to 84th Street and east to 148th Street for the **COUNTY'S** review and approval for inclusion in this Agreement.

- 5) Throughout the duration of this Permit, **CONTRACTOR FOR PERMITTEE** shall post warning signs along Havelock Avenue warning traffic of trucks entering/exiting the Property. All signage shall comply with and meet the

requirements as outlined in the MUTCD (Manual of Uniform Traffic Control Devices) guidelines.

- 6) This Agreement shall take effect upon **COUNTY'S** approval of the Permit, and shall continue in full force and effect until the Permit, as amended and/or extended, has expired or has been revoked.

PROVIDED: If the **COUNTY** denies the Permit, then neither party to this Agreement shall have any obligation to perform any of the duties, nor shall any party to this Agreement be entitled to exercise any of the powers, provided for in this Agreement; and this Agreement shall become a nullity and entirely void, and no legal relation shall arise between the parties regarding the subject matter of this Agreement.

- 7) It is agreed that **CONTRACTOR FOR PERMITTEE**, its officers, employees, assigns, agents or contractors shall not be considered employees of the **COUNTY** for any purpose, but shall be an independent contractor for all purposes and in all situations. As an independent contractor, **CONTRACTOR FOR PERMITTEE** shall be responsible for all required reporting of income and payment of taxes required by federal, state, or local statutes including, but not limited to, payments required under the Federal Insurance Contributions Act, income tax withholding and periodic payment of estimated taxes, any payment required under the Federal Unemployment Tax Act, and any applicable state and local taxes, use or income tax.
- 8) **CONTRACTOR FOR PERMITTEE** agrees to indemnify and hold harmless, to the fullest extent allowed by law, the **COUNTY** and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, **CONTRACTOR FOR PERMITTEE** shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require **CONTRACTOR FOR PERMITTEE** to indemnify or hold harmless the **COUNTY** from liability for the negligent or wrongful acts or omissions of the **COUNTY** or its principals, officers, or employees.
- 9) **CONTRACTOR FOR PERMITTEE** shall maintain, at its own cost throughout the duration of this Agreement, a policy or policies of insurance or a self-

insurance program sufficient in coverage and amount to fully satisfy any judgments and pay any and all liabilities, judgments and related expenses that may arise in connection with performance of this Agreement.

CONTRACTOR FOR PERMITTEE shall, prior to beginning work under the Permit, provide proof of insurance coverage in a form satisfactory to the **COUNTY**, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Agreement are set forth below and shall be in effect for the term of this Agreement. Self-insurance shall not be permitted unless consent is given by the **COUNTY** prior to execution of the Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the **CONTRACTOR FOR PERMITTEE'S** insurer and will be no more than \$25,000 per occurrence or as may be approved by the **COUNTY** as appropriate. 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.**

The **CONTRACTOR FOR PERMITTEE** shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the **COUNTY** evidencing compliance with these requirements. The **CONTRACTOR FOR PERMITTEE** shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Agreement. At a minimum, such insurance shall include:

A. Workers' Compensation Insurance

CONTRACTOR FOR PERMITTEE shall 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 each accident or injury shall be included. The **CONTRACTOR FOR PERMITTEE** shall provide the **COUNTY** with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the **COUNTY**. **CONTRACTOR FOR PERMITTEE** shall also be responsible for ensuring that all contractors and subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Agreement.

B. Commercial General Liability Insurance

The **CONTRACTOR FOR PERMITTEE** shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 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, and the **CONTRACTOR FOR PERMITTEE** shall provide an additional insured endorsement acceptable to the **COUNTY**. The required insurance must include coverage for all projects and operations of **CONTRACTOR FOR PERMITTEE** or similar language that meets the approval of the **COUNTY**, which approval shall not be unreasonably withheld.

CONTRACTOR FOR PERMITTEE shall provide an Additional Insured Endorsement form or other proof showing the **COUNTY** as additional insured for commercial general liability. The form or other proof shall be as is acceptable to the **COUNTY**.

C. Automobile Liability

CONTRACTOR FOR PERMITTEE shall 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.

D. Cancellation Notice

CONTRACTOR FOR PERMITTEE 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 Agreement and during the period of any required continuing coverages. **CONTRACTOR FOR PERMITTEE** shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages.

E. Umbrella or Excess Liability

CONTRACTOR FOR PERMITTEE 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 Agreement.

F. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage is 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 approval has been granted otherwise.

G. Sovereign Immunity

Nothing contained in this clause or other clauses of this Contract shall be

construed to waive the Sovereign Immunity of the **COUNTY**.

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 these requirements.

- 10) **CONTRACTOR FOR PERMITTEE** shall not assign its duties and responsibilities under this Agreement without the express written permission of the **COUNTY**. Any assignment by **CONTRACTOR FOR PERMITTEE** without the express written permission of the **COUNTY** shall be absolutely void and shall constitute a material breach of this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.
- 11) **CONTRACTOR FOR PERMITTEE** agrees to require any contractors or subcontractors, providing road maintenance services, to indemnify and hold the **COUNTY** harmless to the same extent as, and as provided in, Paragraph 8 of this Agreement.
- 12) **CONTRACTOR FOR PERMITTEE** agrees that it shall require its contractors and subcontractors, providing road maintenance, to agree to the following clause by including such clause in **CONTRACTOR FOR PERMITTEE'S** subcontractor agreements:

Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and the Contractor, or any employees or other persons acting on behalf of the Contractor in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. It is agreed between the parties that the designated staff shall at all times continue to be employees of the Contractor for the duration of the Agreement. The Contractor shall be responsible for all salary and benefits payable under this Agreement and the Contractor's employees shall not be entitled to any salary from the Lancaster County or to any benefits made to Lancaster County employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. The Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to the employee's compensation.

- 13) **CONTRACTOR FOR PERMITTEE** shall require any contractors and subcontractors providing road maintenance services to agree to the insurance

clause to be used for all COUNTY contracts, as provided in Paragraph 9 of this Agreement and incorporated by this reference. **CONTRACTOR FOR PERMITTEE** further agrees that it shall require its contractors and subcontractors, providing road maintenance, to agree to the following clause by including such clause and such clause's internally referenced Attachments in **CONTRACTOR FOR PERMITTEE'S** subcontractor agreements:

The Contractor shall not commence work under this Agreement until it has obtained all insurance required pursuant to Paragraph 9 and has provided Lancaster County with a Certificate of Insurance showing the specific limits of insurance required by Paragraph 9 and showing Lancaster County as an additional insured. Such Insurance policies are to be endorsed to require the insurer to provide Lancaster County thirty (30) days' notice of cancellation, non-renewal or any material reduction of insurance coverage.

- 14) This Agreement shall be governed and interpreted by the Laws of The State of Nebraska without reference to the principles of conflicts of law.
- 15) This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement.
- 16) COUNTY'S failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of COUNTY'S rights.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

EXECUTED this 25th day of SEPTEMBER, 2019 by CONTRACTOR FOR PERMITTEE.

By:

Name:

Title:

Jacob Whitefoot
Jacob Whitefoot
9/25/19

Before me, a notary public qualified for said county, personally came Jacob Whitefoot known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal on this 25 day of September, 2019

Marsha L. Sullivan
Notary
GENERAL NOTARY - State of Nebraska
MARSHA L. SULLIVAN
My Comm. Exp. June 24, 2021

EXECUTED this 25th day of SEPTEMBER, 2019, by the COUNTY, Nebraska.

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM
this ___ day of _____, 20__.

Deputy County Attorney
for PAT CONDON
Lancaster County Attorney

The foregoing instrument was acknowledged before me this _____ day of _____, 20__,
by _____

_____, County
Commissioners of the Board of County Commissioners of the County of Lancaster, Nebraska.

Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2019

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 UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: Mary Kent
	PHONE (A/C, No, Ext): (402)434-7200 FAX (A/C, No): (402)434-7272
	E-MAIL ADDRESS: mkent@unicogroup.com
INSURER(S) AFFORDING COVERAGE	
	INSURER A: BITCO
INSURED Gana Trucking and Excavating, Inc. 2200 West Panama Rd. Martell NE 68404	INSURER B: Strategic Comp
	INSURER C: Cincinnati Indemnity Co. 23280
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 19-20 GL,AU,UMB,WC 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	Y		CLP3686638	10/03/2019	10/03/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Automatic Additional \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CAP3686637	10/03/2019	10/03/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP2817508	10/03/2019	10/03/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC220698802	10/03/2019	10/03/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			EXS0134413	10/03/2019	10/03/2020	Limit \$ 3,000,000

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

Project name: Road Maintenance/Oak Valley Development, LLC
The General Liability & Business Auto policies includes an automatic additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status prior to a loss. The General Liability, Auto Liability and Workers Compensation policies includes an automatic waiver of subrogation endorsement that provides a waiver in favor of the certificate holder/entity(ies) when required by written contract with the named insured prior to a loss. The automatic endorsements include Lancaster County for a waiver of subrogation and as an additional insured when required by written contract.

CERTIFICATE HOLDER

Lancaster County
555 South 10th Street

Lincoln NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED		POLICY NUMBER
GANA TRUCKING AND EXCAVATING, INC.		CLP 3 686 638
GU-3076	(04/16)	PRIVACY STATEMENT
GU-4320	(05/04)	ADVISORY NOTICE TO POLICYHOLDERS
GU-4871	(04/16)	POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE
GU-2368	(04/16)	AUDIT INFORMATION
GU 2510	(06/96)	QUICK REFERENCE - COMMERCIAL GENERAL LIABILITY COVERAGE PART
GU-2990	(05/00)	FLOOD INSURANCE NOTICE
GOX 2278	(12/92)	SCHEDULE OF NAMED INSURED
GOX 2281	(12/92)	SCHEDULE OF PREMISES LOCATIONS
GOX 2281	(12/92)	SCHEDULE OF PREMISES LOCATIONS
GOX 2279	(12/92)	SCHEDULE OF FORMS AND ENDORSEMENTS
GOX-2287CN	(01/93)	MANUSCRIPT ENDORSEMENT
CLP-2584	(04/16)	COMMERCIAL LINES POLICY DECLARATIONS
GU-5059	(01/17)	ADVANCE NOTICE OF CANCELLATION OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US
IL 00 17	(11/98)	COMMON POLICY CONDITIONS
IL 00 21	(05/02)	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL 01 22	(09/07)	NEBRASKA CHANGES - ACTUAL CASH VALUE
IL 01 59	(09/07)	NEBRASKA CHANGES - FRAUD OR MISREPRESENTATION
IL 01 64	(07/02)	NEBRASKA CHANGES - APPRAISAL
IL 02 59	(12/17)	NEBRASKA CHANGES - CANCELLATION AND NONRENEWAL
IL 09 35	(07/02)	EXCLUSION OF CERTAIN COMPUTER RELATED LOSSES
IL 09 53	(01/15)	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
PE-5155	(01/18)	DIVIDEND PROVISION ENDORSEMENT
GL-2438-PKG	(04/16)	COMMERCIAL GENERAL LIABILITY DECLARATIONS
GOX-2446	(07/95)	COMMERCIAL GENERAL LIABILITY SCHEDULE
GOX-2446	(07/95)	COMMERCIAL GENERAL LIABILITY SCHEDULE
GOX-2446	(07/95)	COMMERCIAL GENERAL LIABILITY SCHEDULE
CG 00 01	(04/13)	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 21 42	(12/04)	EXCLUSION - EXPLOSION, COLLAPSE AND UNDERGROUND PROPERTY DAMAGE HAZARD (SPECIFIED OPERATIONS)
GL 687c	(01/86)	EXCLUSION (DISMANTLING, DEMOLITION, WRECKING OR SALVAGE OPERATIONS)
GL-2784	(09/11)	EXTENDED LIABILITY COVERAGE
GL-3088	(09/11)	LAND IMPROVEMENT CONTRACTORS EXTENDED LIABILITY COVERAGE
L 1751b	(09/14)	EXCLUSION (ASBESTOS)
L2399B	(10/01)	LIMITED POLLUTION COVERAGE - "WORK SITES"
L 2474a	(02/99)	EXCLUSION - LEAD
CG 03 00	(01/96)	DEDUCTIBLE LIABILITY INSURANCE
CG 04 35	(12/07)	EMPLOYEE BENEFITS LIABILITY COVERAGE
CG 24 50	(06/15)	LIMITED COVERAGE FOR DESIGNATED UNMANNED AIRCRAFT
CG 21 47	(12/07)	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 67	(12/04)	FUNGI OR BACTERIA EXCLUSION
CG 21 73	(01/15)	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 21 86	(12/04)	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS
CG 22 34	(04/13)	EXCLUSION - CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS
CG 22 79	(04/13)	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
CG 22 92	(12/07)	SNOW PLOW OPERATIONS COVERAGE
GL-4302	(09/14)	SILICA EXCLUSION
GL-4666	(01/11)	EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY
GOX-2545A	(04/11)	COMMERCIAL PROPERTY SCHEDULE
GOX-2545A	(04/11)	COMMERCIAL PROPERTY SCHEDULE
GOX-2545A	(04/11)	COMMERCIAL PROPERTY SCHEDULE

SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED		POLICY NUMBER
GANA TRUCKING AND EXCAVATING, INC.		CLP 3 686 638
GOX-2545A	(04/11)	COMMERCIAL PROPERTY SCHEDULE
GOX-2545A	(04/11)	COMMERCIAL PROPERTY SCHEDULE
GOX-2545A	(04/11)	COMMERCIAL PROPERTY SCHEDULE
GOX-2545A	(04/11)	COMMERCIAL PROPERTY SCHEDULE
CP 00 10	(10/12)	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP 00 30	(10/12)	BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
CP 00 90	(07/88)	COMMERCIAL PROPERTY CONDITIONS
CP 10 30	(09/17)	CAUSES OF LOSS - SPECIAL FORM
IM-2750	(07/98)	INLAND MARINE LOSS PAYABLE ENDORSEMENT
IM-2750	(07/98)	INLAND MARINE LOSS PAYABLE ENDORSEMENT
IM-2750	(07/98)	INLAND MARINE LOSS PAYABLE ENDORSEMENT
IM-2750	(07/98)	INLAND MARINE LOSS PAYABLE ENDORSEMENT
CP 01 40	(07/06)	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP-2230	(05/17)	EXTENDED PROPERTY COVERAGE
CP-5000	(01/16)	EQUIPMENT BREAKDOWN COVERAGE
CP 01 24	(07/00)	NEBRASKA CHANGES
CP-4753	(01/13)	NEWLY ACQUIRED PROPERTY AT DESCRIBED PREMISES
IM-2853	(05/00)	BLANKET MOTOR TRUCK CARGO LIABILITY DECLARATIONS
IM-1785	(11/85)	GENERAL PURPOSE INLAND MARINE DECLARATIONS
IM-1785	(11/85)	GENERAL PURPOSE INLAND MARINE DECLARATIONS
IM-2854	(05/00)	MOTOR TRUCK CARGO LIABILITY COVERAGE FORM
CM 01 25	(07/00)	NEBRASKA CHANGES
IM-1302	(05/17)	EQUIPMENT SCHEDULE
IM-1302	(05/17)	EQUIPMENT SCHEDULE
IM-1351	(05/17)	EQUIPMENT RENTAL REIMBURSEMENT ENDORSEMENT
IM-1615	(05/17)	CONTRACTORS EQUIPMENT LEASED, BORROWED OR RENTED FROM OTHERS
IM-3012	(05/00)	MOTOR TRUCK CARGO BLANKET ENDORSEMENT
IM-5008	(05/17)	SCHEDULE OF COVERAGES - CONTRACTORS' EQUIPMENT
IM-5014	(05/17)	DEDUCTIBLE ENDORSEMENT
IM-5015	(05/17)	SMALL TOOLS ENDORSEMENT
IM-4412	(06/05)	SCHEDULE OF COVERAGES, SPECIAL PROPERTY FLOATER
IM-5055	(05/17)	ANNUAL ADJUSTMENT
IM-5070	(05/17)	WAIVER OF THEFT DEDUCTIBLE
IM-5074	(05/17)	CONTRACTORS' EQUIPMENT COVERAGE SCHEDULED EQUIPMENT FORM
IM-628B	(05/05)	SPECIAL PROPERTY FLOATER COVERAGE FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LAND IMPROVEMENT CONTRACTORS
EXTENDED LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an in the box next to the caption of such provision.

- | | |
|--|---|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension | M. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Ongoing Operations | N. <input checked="" type="checkbox"/> Fellow Employee Coverage |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation | O. <input checked="" type="checkbox"/> Property Damage to the Named Insured's Work |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal | P. <input checked="" type="checkbox"/> Care, Custody or Control |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards | Q. <input checked="" type="checkbox"/> Electronic Data Liability Coverage |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment | R. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage | S. <input checked="" type="checkbox"/> Automatic Additional Insureds – Managers or Lessors of Premises |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination | T. <input checked="" type="checkbox"/> Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| I. <input checked="" type="checkbox"/> Liquor Liability | U. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Completed Operations |
| J. <input checked="" type="checkbox"/> Broadened Conditions | V. <input checked="" type="checkbox"/> Additional Insured – Engineers, Architects or Surveyors |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds – Equipment Leases | |
| L. <input checked="" type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts | |

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED** :

The last full paragraph which reads as follows:

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 is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and 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 project(s) designated in the written contract.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item **8.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS** , is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS , is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2 Exclusions** of **SECTION I, COVERAGE B** , is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured; or

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A** , is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , are deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

- a.** You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:
 - (1)** How, when and where the "occurrence" or offense took place;
 - (2)** The names and addresses of any injured persons and witnesses; and
 - (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b.** If a claim is made or "suit" is brought against any insured, you must:
 - (1)** Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
 - (2)** Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** :

- 2.e.** If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a.**, **2.b.**, and **2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

- 1.** "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
- 2.** "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
- 3.** "Property damage" to:
 - a.** Property owned, used or occupied by or rented to the additional insured; or
 - b.** Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item 9. of **SECTION V - DEFINITIONS** , is deleted and replaced with the following.

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE**

- A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B.** For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

N. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item 2.a. (1)(a) of **SECTION II - WHO IS AN INSURED** , is deleted and replaced with the following:

- 2.a. (1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

O. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK

Exclusion I of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

I. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operation hazard."

This exclusion applies only to that portion of any loss in excess of \$50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

P. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

- 2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions:

- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
- (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
- (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
- (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.

- (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

Q. ELECTRONIC DATA LIABILITY COVERAGE

1. **Exclusion 2.p. Electronic Data of SECTION I, COVERAGE A**, is deleted and replaced with the following:
 - 2.p. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.
2. The following definition is added to **SECTION V – DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
3. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
 - c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

R. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

“Residential project” means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A “residential project” does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

S. AUTOMATIC ADDITIONAL INSURED - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any “occurrence” which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

T. AUTOMATIC ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

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.

This insurance does not apply to:

1. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for the federal government, state or municipality, or
2. “Bodily injury” or “property damage” included within the “products-completed operations hazard”.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

U. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

V. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and 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 performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED		POLICY NUMBER
GANA TRUCKING AND EXCAVATING, INC.		CAP 3 686 637
CA 20 17	(10/13)	MOBILE HOMES CONTENTS NOT COVERED
CA 03 01	(10/13)	DEDUCTIBLE LIABILITY COVERAGE
CA 21 70	(10/13)	NEBRASKA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE
CA 23 98	(10/13)	TRAILER INTERCHANGE COVERAGE
MAN-AU	(01/02)	MANUSCRIPT ENDORSEMENT
MAN-AU	(01/02)	MANUSCRIPT ENDORSEMENT
MAN-AU	(01/02)	MANUSCRIPT ENDORSEMENT
MCS-90	(06/14)	ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTION 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980
AP-0401	(10/17)	BROADENED COVERAGE - AUTOMOBILES
CA 01 56	(11/13)	NEBRASKA CHANGES
CA 02 21	(12/17)	NEBRASKA CHANGES - CANCELLATION
CA 23 45	(11/16)	PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION
CA 23 84	(10/13)	EXCLUSION OF TERRORISM
CA 23 94	(10/13)	SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE
CA 99 35	(11/13)	NEBRASKA AUTO MEDICAL PAYMENTS COVERAGE
A 200c	(01/82)	CERTIFICATE OF AUTOMOBILE INSURANCE AND LOSS PAYABLE CLAUSE ENDORSEMENT
A 200c	(01/82)	CERTIFICATE OF AUTOMOBILE INSURANCE AND LOSS PAYABLE CLAUSE ENDORSEMENT
A 200c	(01/82)	CERTIFICATE OF AUTOMOBILE INSURANCE AND LOSS PAYABLE CLAUSE ENDORSEMENT
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A 200c	(01/82)	CERTIFICATE OF AUTOMOBILE INSURANCE AND LOSS PAYABLE CLAUSE ENDORSEMENT
CA 20 01	(10/13)	LESSOR - ADDITIONAL INSURED AND LOSS PAYEE
CA 20 01	(10/13)	LESSOR - ADDITIONAL INSURED AND LOSS PAYEE
CA 20 01	(10/13)	LESSOR - ADDITIONAL INSURED AND LOSS PAYEE
CA 20 01	(10/13)	LESSOR - ADDITIONAL INSURED AND LOSS PAYEE
CA 20 01	(10/13)	LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - AUTOMOBILES

The following modifies insurance provided under:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

- | | |
|---|--|
| 1 - Broad Form Named Insured | 11 - Bodily Injury Extension |
| 2 - Automatic Waiver of Subrogation | 12 - Hired Auto Physical Damage |
| 3 - Automatic Additional Insured | 13 - Enhanced Supplementary Payments |
| 4 - Primary and Noncontributory - Other Insurance Condition | 14 - Fellow Employee Coverage for Designated Positions |
| 5 - Unintentional Failure to Disclose Hazards | 15 - Physical Damage – Transportation Expenses |
| 6 - Extended Notice of Cancellation, Non-Renewal | 16 - Rental Reimbursement Coverage |
| 7 - When We Do Not Renew | 17 - Loan/Lease Gap Coverage |
| 8 - Notice of Knowledge of Accident or Loss | 18 - Accidental Air Bag Discharge Coverage |
| 9 - Employees as Insured | 19 - Glass Repair – Waiver of Deductible |
| 10 - Employee Hired Autos | |

1. BROAD FORM NAMED INSURED

SECTION II. A. 1. -WHO IS AN INSURED - Paragraph d. is added:

- d. Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is only afforded until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier.

2. AUTOMATIC WAIVER OF SUBROGATION

Section IV – Business Auto Conditions, Paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is deleted and replaced with the following:

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for damages under this coverage form.

3. AUTOMATIC ADDITIONAL INSURED

SECTION II – WHO IS AN INSURED, Paragraph A.1, is amended to include as an "insured" any person or organization who is required by written contract or agreement to be an additional insured on your policy, but only with respect to liability arising out of operations performed by you or on your behalf for the additional insured.

4. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

5. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

6. EXTENDED NOTICE OF CANCELLATION, NON-RENEWAL

The **COMMON POLICY CONDITIONS** , Item **A.2.b.** is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

7. WHEN WE DO NOT RENEW

SECTION IV – BUSINESS AUTO CONDITIONS , is amended to add Item **B.9.**:

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one-time sixty-day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

8. NOTICE OF KNOWLEDGE OF ACCIDENT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS , Item **A.2.a.** is deleted and replaced with the following:

2. Duties in the Event of Accident, Claim Suit or Loss:

- a. You must see to it that we are notified of an "accident", "claim", "suit" or "loss" which may result in a claim as soon as practicable after the "occurrence" has been reported to you, a partner, a member, an officer, or an employee designated to give notice to us. Notice should include:

- (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

9. EMPLOYEES AS INSURED

The following is added to the **Section II - Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

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.

10. EMPLOYEE HIRED AUTOS

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **5.f.** of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

11. BODILY INJURY EXTENSION

SECTION V - DEFINITIONS , Paragraph **C.** is deleted and replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these, at any time. Mental anguish means any type of mental or emotional illness or disease.

12. HIRED AUTO PHYSICAL DAMAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **c.** is added:

c. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage is provided for that coverage part subject to the following:

- (1) The most we will pay for any one "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:
 - (a) The any one "Accident" or "Loss" amount of \$100,000;
 - (b) The actual cash value; or

- (c) Cost of repair.

Our obligation to pay for a loss in c.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

- (2) Subject to paragraph c.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.
- (3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph c.(1).

13. ENHANCED SUPPLEMENTARY PAYMENTS

SECTION II.A.2.a. COVERAGE EXTENSIONS, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic laws violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

14. FELLOW EMPLOYEE COVERAGE FOR DESIGNATED POSITIONS

The **Fellow Employee Exclusion contained in Section II.B.5.** does not apply to the following positions or job titles: foreman, supervisor, manager, officer, partner or other senior level "employee". Coverage is excess over all other collectible insurance.

15. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES

SECTION III.A.4.a. Transportation Expenses is replaced by the following:

a. Transportation Expenses

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". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

For autos provided with temporary transportation expense, the following physical damage coverage will apply:

- (1) The most we will pay for any one "accident" or "loss" under the temporary transportation expense physical damage coverage is the lesser of:
 - (a) The any one "Accident" or "Loss" amount of \$100,000;
 - (b) The actual cash value; or
 - (c) Cost of repair.

Our obligation to pay for a loss in a.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

- (2) Subject to paragraph a.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.
- (3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph a.(1).

16. RENTAL REIMBURSEMENT COVERAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **d.** is added.

- d.** If you carry Comprehensive, Specified Causes of Loss or Collision coverage for the damaged covered "auto" as provided under this policy, then Rental Reimbursement Coverage is provided for that coverage part subject to the following:
 - 1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" other than theft, to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
 - 2. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
 - (b) 30 days.
 - (c) Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred; or
 - (2) \$50 per day.

17. LOAN/LEASE GAP COVERAGE

Physical Damage Coverage is amended by the addition of the following:

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the loan/lease, not to exceed \$2,500 for any one vehicle or \$25,000 annually in aggregate.

For the purposes of this endorsement, "outstanding balance" means the amount you owe on the loan/lease at the time of loss less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges or lease termination fees, costs for extended warranties, credit Life Insurance; Health, Accident or Disability Insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

18. ACCIDENTAL AIR BAG DISCHARGE COVERAGE

SECTION III.B.3.a - Exclusions . This exclusion does not apply to the accidental discharge of an air bag.

19. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III.D - Deductible is replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. The deductible does not apply to glass damage if the glass is repaired rather than replaced.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured Gana Trucking and Excavating, Inc.		Policy No. WC 2206988 02	
Company Great American Insurance Company	Effective Date 10/3/2019	Premium \$	Endorsement No.
Authorized Representative UNICO Group, Inc.			

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 anyone not named in the Schedule.

Schedule

Any party with whom the insured agrees to waive subrogation in a written contract for the state of Nebraska