

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and SCHLAGEL & ASSOCIATES, P.A., hereinafter "Consultant" (collectively, the "Parties").

City intends to construct an improvement project (hereinafter called the "Project") in Olathe, Kansas, described as follows:

CEDAR CREEK PARKWAY SOUTH OF COLLEGE BOULEVARD **Project No. 3-B-027-19**

The Project is more fully described in **Exhibit A** (attached hereto and incorporated herein by reference).

By executing this Agreement, Consultant represents to City that Consultant is professionally qualified to perform services on this Project and is licensed to practice engineering, landscape architecture, and land surveying by all public entities having jurisdiction over Consultant and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms will have the following meanings unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words will have a meaning parallel thereto. All terms defined in the most recent version of the Engineers Joint Contract Documents Committee (EJCDC) Standard General Conditions of the Construction Contract (the "General Conditions") adopted by City will have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement will prevail in the interpretation of this Agreement.

"Additional Services" means services in addition to those listed in **Exhibit B**.

"City" means the City of Olathe, Kansas, a municipal corporation duly organized under the laws of the State of Kansas, its employees, appointees, and officers.

"Consultant" means the company or individual identified above, herein, and its affiliates, subsidiaries, employees, agents, and assigns.

"Construction Cost" means and includes but is not limited to the cost of the entire construction of the Project, including all supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed in connection with the Project, without deduction on account of penalties, liquidated damages or other

amounts withheld from payment to a construction contractor or contractors, but such cost will not include Consultant's fee, or any other payments to Consultant as set forth herein, and will not include cost of land or rights-of-way and easement acquisition.

"Contract Documents" means those documents so identified in the Agreement for Construction of this Project including all Consultant Documents.

"Consultant Documents" means all documents required or reasonably implied by the nature of the scope of services to be performed by Consultant hereunder, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models and reports.

"Professional Services" means the professional services, labor, materials, supplies, testing, surveying, title work, inspection, if applicable, and all other acts, duties, and services required of Consultant under this Agreement including any Additional Services.

"Project" is as above described.

"Project Manager" means the person employed and designated by City to act as the City's representative for the Project.

"Right-of-Way" and "Easements" means and includes the public street, highway, or road right-of-way and any other land dedicated to or otherwise subject to public use.

"Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all the foregoing.

"Traffic Control Plan" means a specific plan that includes but is not limited to signing; application and removal of pavement markings; construction sequencing and scheduling; methods and devices for delineation and channelization; placement and maintenance of devices; traffic regulation; and inspection made in accordance with the City's technical specifications.

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Consultant an amount not to exceed Two Hundred Twenty Seven Thousand One Hundred Ten (\$227,110), including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and equipment charges as set forth in

Exhibit C attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to City monthly as provided herein.

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of (Eleven Thousand Five Hundred) (\$11,500) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

1. Change in Scope: For substantial modifications in authorized Project scope, substantial modifications of drawings, or substantial modifications to specifications previously accepted by City, when requested by City and through no fault of Consultant, Consultant will be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per **Exhibit C**; provided, however, that any increase in fee or extension of time for Consultant to complete the services must be approved by City in writing. Consultant will correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consultant's negligence or other actionable fault.
2. Additional Services: Consultant will provide Additional Services authorized by a supplemental agreement executed in writing by the Parties. Prior to commencing any Additional Services, Consultant must submit a proposal outlining the Additional Services to be provided, estimation of total hours, completion date, and a maximum fee based upon the hourly rate schedule attached hereto as **Exhibit C**. Such Additional Services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Section III, preparing changes in plans ordered by City or made necessary by causes beyond the control of Consultant, providing services necessitated in the event the Professional Services are suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by Consultant, and providing any other special services not otherwise covered by this Agreement which may be requested by City to complete the Project. Payment to Consultant as compensation for Additional Services will be in accordance with the hourly rate schedule attached as **Exhibit C**.
3. Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. If Consultant is requested, in writing, by City, to appear as a witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as **Exhibit C**. Consultant will not be paid extra by City if Consultant's appearance is to defend its

Professional Services.

C. BILLING & PAYMENT

1. Billing: Consultant may bill City monthly for completed Professional Services, including reimbursable expenses. The bill submitted by Consultant must itemize the Professional Services and reimbursable expenses for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.
2. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consultant provided in its monthly billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consultant until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact will be made known to Consultant immediately. Consultant will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City will be paid to Consultant in accordance with the contract payment procedures.
3. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of Professional Services completed to date. This report will serve as support for payment to Consultant.

D. SCHEDULE

All services must be completed on or before December 31, 2021.

SECTION III - RESPONSIBILITIES OF CONSULTANT

Consultant will perform the Professional Services in all phases of the Project to which this Agreement applies as herein provided and which are required for the construction of the Project as described below:

A. PRELIMINARY DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibits B and D**, attached hereto and incorporated by reference.
2. Preliminary Design Documents: Consultant will furnish City copies of the above preliminary design documents per the City of Olathe Technical Specifications and Design Criteria for Public Improvements, unless otherwise noted in **Exhibit B**.
3. Preliminary Cost Estimate: Consultant will furnish City an estimate of probable

Construction Cost based on the preliminary design and at subsequent design review submittals as specifically requested by City. Consultant's estimate of probable Construction Cost is to be made based on Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry.

4. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.
5. Permits and Right-of-Way:
These services will include preparation of plans, exhibits and applications required for securing approvals, licenses, or permits from governmental or corporate agencies or authorities. Consultant will provide City with executed documents for any right-of-way or easements necessary for the construction of the improvement, unless eminent domain proceedings are required to secure any necessary right-of-way or easements. Consultant will comply with the conditions set out in the Land Acquisition Checklist for Consultant Projects as in **Exhibit D**. If City will be responsible for acquiring the necessary Right-of-Way or easements, a survey of the areas needed, title report (with last deed), and other necessary information will be provided with two copies of the preliminary construction plans to City. It is recognized that such information cannot be provided for some tracts until the completion of the final construction plans.

B. FINAL DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B** attached hereto and incorporated by reference.
2. Final Design Documents: Consultant will furnish City copies of the final design plans per the City of Olathe Technical Specifications and Design Criteria for Public Improvements unless otherwise noted in **Exhibit B**.
3. Contract Documents: Consultant will prepare for City all Project contract agreement forms, final design plans, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents requested by City, unless such documents are provided by City.
4. Final Cost Estimate: Consultant will furnish City an estimate of probable Construction Cost based on final design. This estimate is commonly known as the "Engineer's Estimate" and will be used as the basis for construction contract award. The Engineer's Estimate must be sealed and provided by a professional engineer licensed by the State of Kansas. Since Consultant has no control over the cost of labor, materials, or equipment furnished by others not under contract to Consultant, or over the resources

provided by others not under contract to Consultant to meet Project schedules, Consultant's opinion of probable costs and of Project schedules for construction may be made based on experience and qualifications as a professional engineer. Consultant does not guarantee that proposals, bids, or actual Project costs will not vary from Consultant's opinions of probable cost or that actual schedules will not vary from Consultant's projected schedules.

5. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for the Project is not sufficient to cover all Project costs, including but not limited to, construction, right-of-way and easement acquisition, inspection, and testing.

C. BIDDING PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B**, attached hereto and incorporated by reference.
2. Bids Exceeding Cost Estimate: If all bids exceed Consultant's Final Cost Estimate, Consultant, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. City has four (4) options if all bids exceed Consultant's estimate. City may: (1) give written approval of an increase in the Project cost up to a maximum of 7% above the authorized total; (2) authorize rebidding of the Project; (3) terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost.

D. CONSTRUCTION PHASE

1. In-House Administration and Inspection: It is understood that City will provide full-time, in-house administration and inspection of the construction Project and the work of the construction contractor at City's expense, unless otherwise agreed upon in writing by the Parties. Consultant will assist City by providing general administration and inspection of the work of the construction contractor as requested by City by conducting periodic inspections of the construction contractor's work during construction and will assist City in a final inspection of the construction Project after completion of the work by the construction contractor. Consultant will also check shop drawings and assist City in making interpretation of plans and specifications and reviewing pay estimates for making payments to the construction contractor.
2. Services: The Professional Services provided during this phase are set out in **Exhibit B**, both attached hereto and incorporated by reference.
3. Additional Drawings: If during construction, situations arise which require additional drawings or details, Consultant agrees to provide such additional drawings or details at

no cost to City when the additional drawings or details are required to correct Consultant's errors or omissions or clarify Consultant's intent in the original design and preparation of construction drawings. If such situations occur through no fault of Consultant, or are beyond Consultant's control, both Parties agree to negotiate an equitable payment to Consultant for Consultant's Professional Services rendered, which will be accomplished through a Change Order.

4. Staking: Unless otherwise provided, staking must be included in the bid specifications to be performed by the construction contractor.
5. Notice of Defects: If, based on Consultant's involvement during the construction phase, Consultant observes or otherwise becomes aware of any defect in the work, Consultant will give prompt written notice to City of such defects and their approximate location on the Project. However, Consultant will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections and programs in connection with the work, since these are solely the construction contractor's responsibility under the contract for construction to be entered into with City. Consultant will not be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consultant will not have control over or charge of acts or omissions of any construction contractor, any of a construction contractor's subcontractors, or any of the agents or employees of a construction contractor selected by City to construct the Project.
6. Shop Drawings: Consultant will review and take appropriate action on the chosen construction contractor's shop drawings and samples, and the results of tests and inspections and other data which each construction contractor is required to submit for the purposes of reviewing for compliance with the design concept and conformance with the requirements of the Contract Documents and the City of Olathe Technical Specifications and Design Criteria for Public Improvements.

E. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: David A. Rinne. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical

Professions.

2. Subsurface Borings & Material Testing: If tests, are required for design, Consultant will prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, will be provided by the City's contracted testing consultant or its subcontractors.
3. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.
4. Subcontracting or Assignment of Services: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the insurance limits provided by Consultant's subconsultant. Any services completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.
5. Endorsement: Consultant must sign and seal all final plans, specifications, estimates and engineering data furnished by Consultant. Any review or approval by City of any documents prepared by Consultant, including but not limited to the plans and specifications, will be solely for determining whether such documents are consistent with the City of Olathe Technical Specifications and Design Criteria for Public Improvements and may not be construed as City assuming responsibility for the accuracy, adequacy, fitness, suitability and coordination of Consultant's services and deliverables. No review of such documents will relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its services and deliverables.

6. Inspection of Documents: Consultant must maintain all Project records for inspection by City at reasonable times and places upon written request during the contract period and for three (3) years from the date of final payment.
7. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

City will provide to Consultant information and criteria regarding City's requirements for the Project; examine and timely respond to Consultant's submissions; and give written notice to Consultant, who will respond promptly, whenever City observes or otherwise becomes aware of any defect in the Professional Services.

B. ACCESS

City will provide access for Consultant to enter public and private property related to the Project and performance of Consultant's obligations under this Agreement.

C. DUTIES

City will perform the various duties and services in all phases of the Project which are outlined and designated in **Exhibit B** as City's responsibility.

D. PROGRAM AND BUDGET

City will provide all relevant information reasonably required for Consultant to perform its obligations herein, including but not limited to City's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria for the Project.

E. ADMINISTRATIVE SERVICES

City will furnish all City-related legal, accounting, insurance and audit services as may be necessary at any time for completion of the Project. However, in no event will any City-related legal, accounting, insurance and or audit services be provided on behalf of Consultant, nor will Consultant serve any other role than as an independent contractor of City.

F. BOND FORMS

City will furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

City will designate a Project Manager to represent City in coordinating this Project with Consultant. The City's Project Manager will have the authority to transmit instructions and decisions of City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: City reserves the right to terminate this Agreement for either cause (due to Consultant's failure to substantially perform its obligations hereunder) or for its convenience and without cause or default on the part of Consultant, by providing fifteen (15) days' written notice of such termination to Consultant. Upon receipt of such notice from City, Consultant will, at City's option as contained in the notice: (1) immediately cease all Professional Services; or (2) meet with City and, subject to City's approval, determine what Professional Services will be required of Consultant in order to bring the Project to a reasonable termination in accordance with the request of City. Consultant will also provide to City copies of all drawings and documents completed or partially completed at the date of termination for which Consultant has been fully paid. If City defaults on its obligations under this Agreement, (due to City's failure to substantially perform its obligations under this Agreement), Consultant must notify City by written notice of its intent to terminate and City will have fifteen (15) days from the date of the notice to cure or to submit a plan for cure acceptable to Consultant. In no event may Consultant terminate the contract solely for its convenience without cause.

Address for Notice:

City of Olathe
Attn: Matt Kapfer
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768

SCHLAGEL & ASSOCIATES, P.A.
Attn: David A. Rinne, PS, President
14920 W. 107th Street
Lenexa, KS 66215

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses

requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

3. Compensation for Cause Termination: If City terminates for cause or default on the part of Consultant, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete because of an early termination under this Section, or Consultant having been deprived of the opportunity to complete such documents and prepare them to be ready for construction.
5. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

B. DISPUTE RESOLUTION

City and Consultant agree that disputes relative to the Project will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consultant will proceed with the Professional Services as per this Agreement as if no dispute existed, and City will continue to make payment for Consultant's completed Professional Services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

C. OWNERSHIP OF CONSULTANT DOCUMENTS

Consultant will provide City a copy of all final Consultant Documents, including but not limited to prints, reproductions, reports, plans, specifications and related documents, which will become the property of City, if Consultant's copyrighted instruments will remain in the ownership of Consultant if Consultant, at Consultant's sole discretion, may so identify them by appropriate markings. If Consultant is paid in full for its Professional Services, then City may subsequently reuse these final documents without any additional compensation or agreement of Consultant. However, such reuse without written verification or adaptation by Consultant

for the specific purpose intended by City will be at City's sole risk and without liability or legal exposure to Consultant. City does not take any responsibility for the reuse of documents by others.

D. INSURANCE

1. General: Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required in **Exhibit E (City of Olathe Insurance Requirements)**. Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of insurance and renewals thereof on forms acceptable to City (**Exhibit F – Certificate of Insurance**). Consultant is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate.
2. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Consultant will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. If Consultant selects option (b), then Consultant agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any services on this Project. Consultant agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.
2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the

joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.

4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
 - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
 - b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
 - c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;
 - d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. Consultant will include the provisions of subsections a. through d. in every

subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

G. ENTIRE AGREEMENT

This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

H. APPLICABLE LAW, JURISDICTION, AND VENUE

Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

I. NO THIRD-PARTY BENEFICIARIES

Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

J. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an agent or employee of City.

K. DELIVERABLES

1. Project Drawings: Project drawings which are developed by Consultant using a Computer Aided Drafting (CAD) System will be made available to City per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. However, due to the potential that the information set forth on the electronic media could be modified by City, or other City consultants, unintentionally or otherwise, Consultant will remove all indices of its ownership, professional corporation name, seal, and/or involvement from each electronic display. If City provides such electronic media to others for any purpose, City will require the electronic media to be returned to City upon completion of such use. City recognizes that use of such electronic media will be at City's sole risk and without any liability risk or legal exposure by Consultant.
2. Project Documentation: All documentation provided City other than Project drawings will be furnished in either Microsoft Word file format or pdf format.
3. Conformed To Construction Drawings ("As Built" Drawings): Following construction, City and/or construction contractor will provide copies of changes and alterations made in the field during construction to Consultant to provide Conformed To Construction Drawings per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. Consultant may rely on the information provided by City in preparing such documents, subject to the professional standard of care required by this Agreement.

L. COVENANT AGAINST CONTINGENT FEES

Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, City may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

M. COMPLIANCE WITH LAWS

Consultant will abide by all applicable federal, state and local laws, ordinances and regulations applicable to the performance of Professional Services at the time the Professional Services are performed. Consultant will secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of the obligations under this Agreement, and will provide City a copy of its certificate of good standing to conduct

business in the State of Kansas with this Agreement (**Exhibit G**).

N. TITLES, SUBHEADS AND CAPITALIZATION

Titles and subheadings as used herein are provided only as a matter of convenience and will have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals has no legal bearing on the interpretation of such terms.

O. SEVERABILITY CLAUSE

If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

P. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

If any ambiguity, inconsistency or conflict arises in the interpretation of this Agreement, the same will be resolved by reference first to the terms and conditions of this Agreement, and any exhibits attached hereto or incorporated by reference as noted below. In the event of any conflict or inconsistency between this Agreement and its exhibits, the following hierarchy of interpretation will apply:

1. This Agreement;
2. Scope of Services (Exhibit B);
3. City's Request for Proposals/Request for Qualifications (incorporated by reference);
4. Consultant's Response to RFP/RFQ (incorporated by reference).

[The remainder of this page is intentionally left blank

R. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this ____ day of _____, 2020.

CITY OF OLATHE, KANSAS

By: _____
Michael E. Copeland, Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

SCHLAGEL & ASSOCIATES, P.A.

By: David A. Rinne

David A. Rinne, PS, President

14920 W. 107th Street, Lenexa, KS 66215

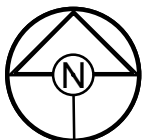
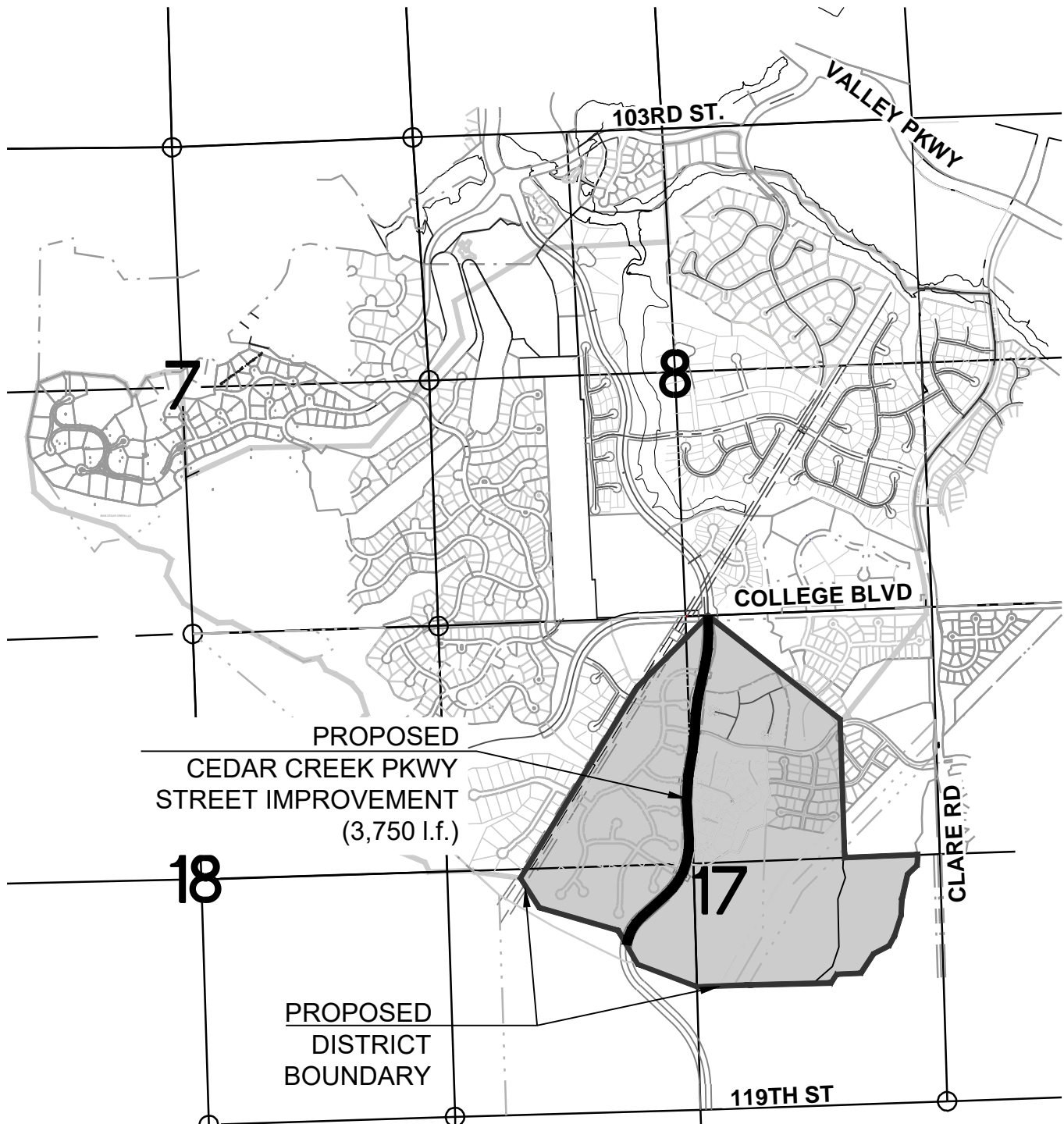
**TABLE OF CONTENTS
OF EXHIBITS**

Exhibit A	Description of Project & Map
Exhibit B	Scope of Services
Exhibit C	Fee & Rate Schedule
Exhibit D	Land Acquisition Checklist for Consultant Projects
Exhibit E	City of Olathe Insurance Requirements
Exhibit F	Certificate of Insurance
Exhibit G	Certificate of Good Standing to Conduct Business in Kansas

EXHIBIT A
Description of Project & Map

EXHIBIT "A"

CEDAR CREEK PARKWAY SOUTH



DRAWN BY:	JWT
CHECKED BY:	DR
DATE:	11-22-2019
PROJECT NO:	17-046
SCALE:	Not to Scale
SHEET	1 OF 1



SCHLAGEL & ASSOCIATES, P.A.

Engineers • Planners • Surveyors • Landscape Architects
 14920 West 107th Street • Lenexa, Kansas 66215
www.schlagelassociates.com • (913) 492-5158 • Fax: (913) 492-8400
 Kansas State Certificates of Authority
 #E-296 #LA-29 #LS-54

CC PKWY BENEFIT DISTRICT EXHIBIT

EXHIBIT B
Scope of Services

EXHIBIT B

DETAILED SCOPE OF SERVICES

Task Series 1.0 – Project Management

1.1 – Project Definition and Goals (Schedule, Scope, Budget, etc.)

One (1) meeting will be held at the onset of the project, prior to plan preparation, to discuss the scope, budget and schedule, landscaping and overall geometric goals of the project. This meeting will define the parameters for the horizontal geometric layout. One (1) meeting will be held to ensure the horizontal expectations of the OWNER are satisfied.

1.2 – Progress Meetings and Project Updates

Five (5) progress meetings will be coordinated with the OWNER by the ENGINEER at five milestones of the project. The milestones include preliminary plan and profile definition prior to plan completion (shall include applicable utility companies), review meeting to discuss the preliminary plans, 2 review meetings to discuss city redline comments and a final meeting to coordinate the bidding and construction phase of the project.

Additionally, the ENGINEER will provide bi-monthly project updates via email to document the progress of the project. The updates will occur on the 1st and 15th of each month and will provide updates for the work completed, schedule and budget.

1.3 – Project Coordination

The ENGINEER will field questions from OWNER, utility companies, permitting entities, engineering sub-contractors and other entities associated with the project as directed by the OWNER. The Engineer will also coordinate as necessary with utility companies during design regarding their existing facilities and any relocations that may be required.

1.4 – Coordination with Homes Association

The ENGINEER will coordinate with and answer questions from HOA.

Task Series 2.0 – Data Collection

2.1 – Boundary and Alignment Definition

ENGINEER will locate property corners, section corners and benchmarks as required establishing a horizontal and vertical control network for the project. The ENGINEER will maintain the control network throughout the project and provide the control network data in hardcopy format to the contractor for construction staking as required.

2.2 – Topographic Survey

The ENGINEER will perform a topographic survey of the extents of the project including, cross sections at every half-station and intersecting roads and driveways. The cross sections will define the locations of utilities, existing culverts, fences, trees, pavement and other topographic feature required to define the existing topography of the project extents.

The ENGINEER will coordinate and meet the utility locating services in the field to define the location of the utilities. If the topographic features are changed during the course of the project, an additional fee will be negotiated to collect the updated features.

2.3 – Obtain Parcel Ownership Data

The ENGINEER will obtain the parcel ownership data adjacent to the limits of the project and input this data into the base sheets. The ENGINEER will subcontract a title company to obtain the ownership and encumbrance data. The cost of the title work will be a reimbursable expense and will be the actual cost incurred from the title company plus 10% to cover coordination costs and profit.

Task Series 4.0 – Preparation of Preliminary Plans and Specifications

4.1 – Quality Control and Assurance

The ENGINEER will provide full time quality assurance through its senior team members. Once the horizontal and draft vertical alignments are established an internal project review meeting will be held to determine if the proposed design is efficient and meets the OWNER's goals for the project. At the completion of the plans a senior team member will review the plans for correct project notes, grammatical and drafting errors.

4.2 – Street Plan and Profile

The ENGINEER will prepare street plan and profile plans conforming to the OWNER's specifications. Variations from the OWNER's standards will be discussed and approved prior to plan submittal. Preliminary Study will extend to 119th Street.

4.3 – Storm Sewer and Stormwater Management Plans

The ENGINEER will prepare storm sewer plan and profile plans that conform to the OWNER's specifications. Variations from the OWNER's standards will be discussed and approved prior to plan submittal.

4.4 – Street Lights

The ENGINEER will prepare street light plans conforming to the OWNER's specifications. Variations from the OWNER's standards will be discussed and approved prior to plan submittal.

4.5 – Water Lines

The ENGINEER will prepare water line plans and profile plans conforming to the OWNER's specifications. Variations from the OWNER's standards will be discussed and approved prior to plan submittal.

4.6 – Intersection Details

The ENGINEER will prepare intersection detail sheets conforming to the OWNER's specifications.

4.7 – Cross Sections

The ENGINEER will prepare cross sections conforming to the OWNER's specifications. Variations from the OWNER's standards will be discussed and approved prior to plan submittal.

4.8 – Erosion Control

The ENGINEER will prepare erosion control plans conforming to the OWNER's and regulatory agency specifications. Variations from the standards will be discussed and approved prior to plan submittal.

4.9 – Landscape Plans

The LANDSCAPE ARCHITECT will prepare landscape plans conforming to the OWNER's and regulatory agency specifications. Particular attention will be given to the unique environment which will exist within the water quality basin.

4.10 – Signing & Striping

The ENGINEER will prepare signing and striping plans conforming to the OWNER's specifications. Variations from the OWNER's standards will be discussed and approved prior to plan submittal.

4.11 – Standard Details, Special Details and Structural Details

The ENGINEER will prepare standard details, special details and structural details, if necessary, which conform to the OWNER's specifications. Variations from the OWNER's standards will be discussed and approved prior to plan submittal.

4.12 – Permitting

The ENGINEER will, on the OWNER's behalf, prepare applications for permits required to complete the project including NPDES (includes preparation of SWPPP), coordination regarding cultural and natural resources, coordination with the Kansas Department of Wildlife and Parks and the Kansas Historical Society. If the permitting agencies require additional plans, exhibits, or effort beyond the standard permit, the ENGINEER will notify OWNER and an additional fee will be negotiated.

Task Series 5.0 – Preparation of Final Plans

5.1 – Quality Control and Assurance

The ENGINEER will provide full time quality assurance through its senior team members. At the completion of the plans a senior team member will review the plans for correct project notes, grammatical and drafting errors.

5.2 – Street Plan and Profile

The ENGINEER will incorporate OWNER's comments and prepare street plan and profile plans conforming to the OWNER's specifications. Variations from the OWNER's standards will be discussed and approved prior to plan submittal.

5.3 – Storm Sewer and Stormwater Management Plans

The ENGINEER will incorporate OWNER's comments and prepare storm sewer plan and profile plans and water quality basin plans conforming to the OWNER's specifications. Variations from the OWNER's standards will be discussed and approved prior to plan submittal.

5.4 – Street Lights

The ENGINEER will incorporate OWNER's comments and prepare street light plans conforming to the OWNER's specifications. Variations from the OWNER's standards will be discussed and approved prior to plan submittal.

5.5 – Water Lines

The ENGINEER will incorporate OWNER's comments and prepare water line plans and profile plans conforming to the OWNER's specifications. Variations

from the OWNER's standards will be discussed and approved prior to plan submittal.

5.6 – Intersection Details

The project as proposed will not include any intersections of public streets and therefore this item will not be necessary.

5.7 – Cross Sections

The ENGINEER will incorporate OWNER's comments and prepare cross sections conforming to the OWNER's specifications. Variations from the OWNER's standards will be discussed and approved prior to plan submittal.

5.8 – Erosion Control

The ENGINEER will incorporate OWNER's comments and prepare erosion control plans conforming to the OWNER's and regulatory agency specifications. Variations from the OWNER's standards will be discussed and approved prior to plan submittal.

5.9 – Landscape Plans

The LANDSCAPE ARCHITECT will incorporate OWNER's comments and prepare landscape plans conforming to the OWNER's and regulatory agency requirements. Variations from the OWNER's standards will be discussed and approved prior to plan submittal.

5.10 – Signing & Striping

The ENGINEER will incorporate OWNER's comments and prepare signing and striping plans conforming to the OWNER's specifications. Variations from the OWNER's standards will be discussed and approved prior to plan submittal.

5.11 – Standard Details, Special Details and Structural Details

The ENGINEER will incorporate OWNER's comments and prepare standard details, special details and structural details as needed, which conform to the OWNER's specifications. Variations from the OWNER's standards will be discussed and approved prior to plan submittal.

5.12 – Contract Documents

The ENGINEER will prepare contract document conforming to the OWNER's specifications. Variations from the OWNER's standards will be discussed and approved prior to submittal. The OWNER will be responsible for supplying the general sections for the contract documents and the ENGINEER will prepare the project specific documents.

5.13 – Update Project Schedule and Budget

The ENGINEER will prepare an updated project schedule and opinion of probable cost with the submittal.

Task Series 6.0 – Easements and Land Acquisitions

6.1 – Prepare Legal Descriptions and Exhibits

The ENGINEER will prepare legal descriptions and Exhibits for acquiring easements and right-of-way necessary to construct the project. The OWNER shall provide the easement and right-of-way forms to the ENGINEER. The exhibits will be to a detail suitable for land acquisition and will not be a survey. The exhibits will include the entire parcel, location of the land being acquired, general dimensions and the areas of the land being acquired.

6.2 – Negotiations with Property Owners

The ENGINEER will make initial contact with the property owners to obtain execution of the easement and right of way documents required to construct the project. The approved benefit district petition requires the property owners to donate this land.

6.3 – Update Project Schedule and Budget

The ENGINEER will prepare an updated project schedule and opinion of probable cost with the plan submittal.

Task Series 7.0 – Bidding and Award of Contract

7.1 – Assist with Project Inquiries and Addenda

The ENGINEER will be available to assist OWNER with clarifications and inquiries from the plan holders regarding the contract documents and plans. The ENGINEER will prepare addenda to clarify or modify the contract documents as necessary.

7.2 – Attend Bid and Prepare Bid Tab and Recommend Contractor

The ENGINEER will attend the project letting, and prepare a bid tabulation and letter of recommendation to OWNER. Additionally, the ENGINEER will prepare an opinion of probable cost for the letting.

Task Series 8.0 – Construction Services

8.1 – Construction Services

After the contract has been awarded the ENGINEER will prepare contract documents for the contractor, coordinate a pre-construction conference, and assist the city project engineer during construction. ENGINEER will review contractor's submittals for compliance with city specifications and design criteria. Assistance during construction of the project will include clarification of issues encountered in the field, attendance at progress meetings and periodic visits to the site to keep current with project conditions. If requested the ENGINEER will review periodic pay estimates.

8.2 – Landscape Architect Services

The LANDSCAPE ARCHITECT will review plant sources, inspect planting material before plants are placed, stake locations of various species and observe the property placement of plants during construction. When construction is complete and before the maintenance period has expired, the LANDSCAPE ARCHITECT will inspect the landscape beds and determine if the contract requirements have been met.

Task Series 9.0 – Project Completion

9.1 – Final Inspection with City Inspector

The ENGINEER will attend the final inspection with the City Inspector to assist in developing a final punchlist for the contractor. The ENGINEER will also attend any followup inspections.

9.2 – As-built Plans

The ENGINEER will prepare as-built drawings based on information provided by the City Inspector and will submit to the OWNER.

EXHIBIT C
Fee & Rate Schedule

EXHIBIT C

2020

SCHEDULE OF HOURLY RATES

Task	Description	Principal Hourly \$165	Project Manager Hourly \$138	Senior Project Engineer Hourly \$138	Design Engineer Hourly \$96	Project Land Surveyor Hourly \$138	Senior Engineering Technician Hourly \$93	Survey Technician Hourly \$93	Survey Crew Hourly \$180	Clerical Hourly \$50	Construction Observation Hourly \$64	Project Landscape Architect Hourly \$138	Total
1.0	Project Management												\$19,700.00
	Project Definition and Goals (Schedule, Scope, Budget, etc.)		3	3						3			\$978.00
	1.2 Progress Meetings and Project updates	2	12	20						3			\$4,896.00
	1.3 Project and Utility Coordination		32	40			24			8			\$12,568.00
	1.4 Coordination with homes association	2	2	4						2			\$1,258.00
2.0	Data Collection												\$17,464.00
	2.1 Boundary and alignment definition		2	8	24	8	32						\$7,764.00
	2.2 Topographic Survey			4		8		32	24				\$8,952.00
	2.3 Obtain Parcel Ownership Data					2		4		2			\$748.00
3.0	Preliminary Design												\$69,288.00
	4.1 Quality Control and Assurance	10	18	24									\$7,446.00
	4.2 Street Plan and Profile	4		24	32		48					16	\$13,716.00
	Storm Sewer and Stormwater Management Plans	4		24	32		28					4	\$10,200.00
	4.4 Street Lights			2	4		16						\$2,148.00
	4.5 Water Lines			6	12		24						\$4,212.00
	4.6 Intersection Details			8	24		24					16	\$7,848.00
	4.7 Cross Sections				12		40						\$4,872.00
	4.8 Erosion Control			8	16		18						\$4,314.00
	4.9 Landscape Plans			2	4							40	\$6,180.00
	4.10 Signing & Striping			4	4		12						\$2,052.00
	Standard Details, Special Details and Structural Details			4	8		8						\$2,064.00
	4.12 Permitting (NPDES/SWPPP)		4	8	16		8			6			\$4,236.00



SCHEDULE OF RATES 2020

<u>Description</u>	<u>Rates per Hour</u>
Principal	\$165.00
Project Manager	\$138.00
Senior Project Engineer	\$138.00
Senior Project Landscape Architect.....	\$138.00
Project Engineer	\$110.00
Project Landscape Architect	\$110.00
Design Engineer	\$96.00
Design Landscape Architect	\$90.00
Staff Engineer	\$90.00
Senior Project Designer	\$93.00
Project Designer	\$87.00
Design Technician	\$80.00
Staff Technician	\$70.00
Survey Crew	\$180.00
Survey Crew – 1 Man w/Robotic or GPS.....	\$145.00
Professional Land Surveyor.....	\$138.00
Survey Technician	\$93.00
Construction Observer I	\$64.00
Construction Observer II.....	\$78.00
Clerical.....	\$50.00
Reimbursable Expenses	Cost Plus 10%
(Printing services, delivery services, postal services, etc. required for completion of the project.)	

14920 West 107th Street • Lenexa, Kansas 66215 • (913) 492-5158 • Fax: (913) 492-8400

EXHIBIT D

LAND ACQUISITION CHECKLIST FOR CONSULTANT PROJECTS

Complete submittal of these documents is required 7 months prior to bid opening.

- ___ Determine what types of easements are required for each tract:
 - i.e. Street Dedication; Permanent Street Easement; Temporary Construction Easement; Permanent Utility Easement; Permanent Drainage Easement; Permanent Sanitary Sewer Easement; Permanent Waterline Easement; Permanent Sidewalk & Utility Easement; Permanent Wall Easement; Permanent Bike Trail, Utility & Recreational Easement.

- ___ REQUIRED INFORMATION:
 - a) City Project No. and Project Name
 - b) Current Ownership (both husband and wife's name, even if only owned by one spouse)
 - 1) If a trust, the name and date of the trust
 - 2) If a corporation or LLC, state of incorporation or formation
 - 3) If partnership, full name of partnership
 - c) Johnson County Parcel ID number
 - d) Number the tracts in the project (up one side and down the other) (Tract No. __)
 - e) Situs Address
 - f) Mailing Address
 - g) Legal description of the new taking, including total square footage
 - h) Tract map
 - i) Ownership & Encumbrance (O&E) title report, not more than 9 months since certification, showing current ownership, liens, mortgages, existing easements, leases (if recorded) and any other encumbrances upon the property. This requirement also includes tracts where only a temporary construction easement is needed.
 - j) Copy of last deed(s) of record. If an undivided interest is conveyed in the deed, provide copies of all deeds which comprise the whole interest. (If undivided one-half is conveyed to husband's trust and undivided one-half interest is conveyed to wife's trust, provide copies of both deeds.
 - k) Common errors to avoid – verify marital status. *BEFORE SUBMITTING DOCUMENTS TO CITY OF OLATHE VERIFY THE O&E'S TO ENSURE OWNERSHIP HAS NOT CHANGED.*

____ Tract Map will be considered complete when it contains the following information (example available upon request):

- a) Map of entire property (May not be possible on large parcels and still showing legible taking) showing location of the proposed easement(s) and existing easements. Any trees to be removed, fences to be moved, monument signs, and irrigation systems should be noted on the plans. Outlines of buildings are to be shown on the plans so that it is evident how close the easements are to the existing building. Dimensions/bearings for easements to be clearly shown on map. It is acceptable to place all easements on one exhibit as long as each easement is easily identified. If the exhibit is too cluttered, then the easements should be placed on separate exhibits with permanent easements on one exhibit and temporary easements on a separate exhibit. EASEMENT SHALL BE CLEARLY VISIBLE ON DRAWING. Johnson County Register of Deeds scans the recorded easement in black and white, so be aware of this when drawing the easement on the tract map. Make sure easement area can easily be seen in black and white.
- b) Property owner's names, mailing address, situs address (if different from mailing address), Johnson County Parcel ID number, and tract number.
- c) Map of tract should show dimensions of tract and property lines clearly marked.
- d) Common errors to avoid: North arrow pointing in the wrong direction, verification that the easement legal description closes upon itself.

____ Legal description and tract maps shall be signed by a Registered Land Surveyor stating that the ownership, easement legal descriptions, description in the deed for the entire tract only when a total property taking is occurring, and surveys for the easement area have been personally reviewed and determined to be accurate in accordance with the plans for the project. The consultant shall make corrections, at no cost to the City, to fix errors determined by the City or the Johnson County Register of Deeds that are the responsibility of the Registered Land Surveyor. These errors may include but are not limited to clerical errors, inconsistencies between the easement legal description and tract map, easement legal description not closing upon itself, or other errors in requirements on this checklist. **Both legal description and tract map(s) shall be marked Exhibit "A" as referenced in the easement documents.**

____ Appropriate easement document in Word (sometimes referred to as "front end" document). PDF's are available on the City's website (<http://www.olatheks.org/government/public-works/dedications-easements>). Word copies can be obtained by contacting the Olathe Public Works Department Project Manager.

____ Submit Documents to Public Works staff in electronic format:

- Word copy of legal description
- PDF of signed and sealed legal description
- Tract map signed and sealed
- Word copy of easement ("front end") document
- O&E title report
- Last deed of record

EXHIBIT E
CITY OF OLATHE INSURANCE REQUIREMENTS

A. Consultant shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The cost of such insurance shall be included in the Consultant's bid.

B. Consultant shall maintain the following coverages and minimum limits.

1. Commercial General Liability (CGL): [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit including personal and advertising injury and products - completed operations. Any general aggregate limit should be at least \$2,000,000.
2. Business Auto Coverage: (*Owned and non-owned autos*) \$500,000 per occurrence, combined single limit.
3. Workers Compensation and Employers Liability: Workers compensation limits as required by applicable state workers' compensation laws and employer's liability limits or equivalent of \$500,000/\$500,000/\$500,000.
4. Professional Liability: Minimum limits to be \$1,000,000 each claim / annual aggregate.
5. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
6. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Consultant nor has the City assessed the risk that may be applicable to Consultant. Consultant shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Consultant.

C. Additional Insured. CGL and auto policies must be endorsed to include the City as additional insured for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Verification of Coverage.

1. A certificate of insurance, listing the City as a certificate holder, accompanied by an additional insured endorsement or equivalent.
2. The insurance coverages are to be provided by Kansas authorized insurance companies with a Best's rating of at least A- VII. Those not meeting this standard must be approved by City.
3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above described coverages shall be the responsibility and at the sole risk of the Consultant.
4. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
5. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years' post contract.

E. Cancellation. Each insurance policy required shall not be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.

F. Sub-Consultants. All coverages for sub-Consultants must meet all of the requirements stated herein.

EXHIBIT F
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2020

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 Hall & Company 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Jim Ledbetter PHONE (A/C, No, Ext): 360-626-2019 FAX (A/C, No): 360-626-2019 E-MAIL ADDRESS: jledbetter@hallandcompany.com														
INSURED Schlager & Associates PA 14920 West 107th Street Lenexa KS 66215	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : NAVIGATORS INSURANCE COMPANY</td> <td style="text-align: center;">42307</td> </tr> <tr> <td>INSURER B : Hanover Insurance Company</td> <td style="text-align: center;">22292</td> </tr> <tr> <td>INSURER C : Allmerica Financial Benefit Insurance Company</td> <td style="text-align: center;">41840</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NAVIGATORS INSURANCE COMPANY	42307	INSURER B : Hanover Insurance Company	22292	INSURER C : Allmerica Financial Benefit Insurance Company	41840	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES
CERTIFICATE NUMBER: 1873550918

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														
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>	Y	Y	OH2A437782	10/1/2019	10/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	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		\$
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GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AW2A437746	10/1/2019	10/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
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B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>	Y	Y	OH2A437782	10/1/2019	10/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 3,000,000	AGGREGATE	\$ 3,000,000		\$								
EACH OCCURRENCE	\$ 3,000,000																				
AGGREGATE	\$ 3,000,000																				
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WK2A437609	10/1/2019	10/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td> <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER </td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<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						
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	Professional Liab: Claims Made			CM19DPL040059IV	10/1/2019	10/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Per Claim Aggregate</td><td style="text-align: right;">\$1,000,000 \$2,000,000</td></tr> </table>	Per Claim Aggregate	\$1,000,000 \$2,000,000												
Per Claim Aggregate	\$1,000,000 \$2,000,000																				

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

The certificate holder is an additional insured per the attached.
 Project Name: Cedar Creek Parkway South of College Boulevard City PN 3-B-027-19 (SPN P2020-053).

CERTIFICATE HOLDER
CANCELLATION

 CITY OF OLATHE
 1385 S ROBINSON
 OLATHE KS 66061

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AVENUES BUSINESSOWNERS DELUXE PLATINUM ARCHITECTS AND ENGINEERS PROGRAM BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

The following is added to **SECTION I – PROPERTY**:

The limits applicable to the coverages included in this endorsement may either be in addition to or included within the applicable Limit of Insurance. For application of the limits, refer to each coverage within this endorsement. Words or phrases in quotation marks have special meanings. The meaning of words or phrases in quotation marks is explained within the applicable coverage section. The coverages in this endorsement amend the coverage provided under the Businessowners Coverage Form through new coverages and replace coverage grants. These coverages are subject to the provisions applicable to this policy, except where amended within this endorsement.

If any of the property covered by this endorsement is also covered under any other provisions of the policy of which this endorsement is made a part of, or if more than one coverage under this endorsement applies, in the event of loss or damage, you may choose only one of these coverages to apply to that loss. The most we will pay in this case is the limit of insurance applying to the coverage you select. Coverages included in this endorsement apply either separately to each described premises or on an occurrence basis. Refer to each coverage within this endorsement for application of coverage.

We provide no coverage for Business Income; Extended Business Income; Extra Expense; or Business Income and Extra Expense from Dependent Properties for any of the Coverages included as part of this endorsement unless specifically stated, and then only to the extent provided for within that Scheduled or Blanket Coverage provision.

I. COVERAGES

Scheduled Coverages	Limit	Page
1. Accounts Receivable On Premises Accounts Receivable Off Premises	\$250,000 \$250,000	3
2. Backup or Overflow of a Sewer, Drain or Sump	Included	3
3. Brands and Labels	Included	3
4. Business Income Billable Hours Option	\$25,000	4
5. Business Income and Extra Expense – Dependent Properties	\$100,000	4
6. Transit Business Income and Extra Expense	\$50,000	5
7. Business Income from Websites	\$50,000 / 7 Days	5
8. Civil Authority	24 hour waiting period	5
9. Computer Equipment Computer Equipment In Transit or Off Premises Computer Equipment – Newly Acquired or Constructed Property	Included \$100,000 \$100,000	6
10. Computer and Funds Transfer Fraud	\$10,000	6
11. Consequential Loss to Stock	Included	6
12. Contract Penalties	\$25,000	6
13. Denial of Access to Premises	30 Days; 72 Hour Waiting Period	6

14. Electronic Vandalism	\$100,000	7
15. Employee Theft Including ERISA Compliance	\$50,000	7
16. Expediting Expenses	\$25,000	7
17. Extended Business Income	90 Days	7
18. Fine Arts (Including Architectural Models)	\$100,000	8
19. Forgery or Alteration	\$50,000	8
20. Hired Auto - Physical Damage	\$50,000	8
21. Identity Theft Expense Reimbursement	\$15,000	9
22. Interruption of Computer Operations On Premises Interruption of Computer Operations Off Premises	\$500,000 \$25,000/\$50,000	10
23. Marring and Scratching	Included	11
24. Money and Securities Inside the Premises Money and Securities Outside the Premises	\$25,000 \$25,000	11
25. Money Orders and Counterfeit Money	\$25,000	11
26. Newly Acquired or Constructed Property – Business Income and Extra Expense	\$500,000	11
27. Ordinance or Law – Demolition Cost Coverage and Increased Cost of Construction	\$25,000	11
28. Ordinance or Law – Increased Period of Restoration	\$50,000	11
29. Ordinance or Law (Tenants Improvement Extension)	\$25,000	12
30. Outdoor Property	\$25,000	12
31. Personal Effects	\$75,000	12
32. Portable Electronic Devices Coverage Worldwide	\$10,000	12
33. Precious Metal Theft Payment Changes	\$25,000	13
34. Preservation of Property - Expense	\$25,000	13
35. Personal Property in Transit	Included	13
36. Sales Representative Samples	\$25,000	13
37. Temporary Relocation of Property	\$50,000	13
38. Tenant Signs	Included	14
39. Utility Services Direct Damage (Including Overhead Transmission Lines) Business Income (Including Overhead Transmission Lines)	\$25,000 \$25,000	14
40. Valuable Papers and Records (Other Than Electronic Data) On Premises Valuable Papers and Records (Other Than Electronic Data) Off Premises	\$100,000 \$100,000	14
41. Worldwide Property Off Premises	\$50,000	14

SECTION II – LIABILITY Changes	Limit	Page
1. Additional Insured by Contract, Agreement or Permit – Amended	Included	15
2. Additional Insured by Contract, Agreement or Permit – Primary and Non-contributory	Included	15
3. Aggregate Limit of Insurance (Per Project)		16
4. Damage to Premises Rented to You – Revised Limit	\$1,000,000	16
5. Limits of Insurance – Medical Expenses	\$10,000 per person	16
6. Newly Acquired or Formed Organizations	180 Days	17
7. Non-Owned Watercraft	75 Feet	17
8. Who Is An Insured – Unnamed Joint Venture	Included	17

II. DEDUCTIBLES

Deductibles are subject to the provisions applicable to the Businessowners Coverage Form except as provided below. We will not pay for covered loss or damage in any one occurrence unless the amount of loss or damage exceeds the applicable Deductible amount. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance.

III. COVERED PROPERTY

Scheduled Coverages

1. Accounts Receivable

SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, f. Accounts Receivable, paragraphs (2) and (3) are replaced by the following:

(2) We will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises. The most we will pay is \$250,000 for accounts receivable at the described premises, unless a higher Limit of Insurance for accounts receivable is shown in the Additional Property Coverage Schedule.

(3) We will pay under this Coverage Extension for loss or damage in any one occurrence not at the described premises. The most we will pay is \$250,000 for accounts receivable not at the described premises.

2. Backup or Overflow of a Sewer, Drain or Sump

The following is added to **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages**:

Backup or Overflow of a Sewer, Drain or Sump

(1) We will pay for direct physical loss or damage to Covered Property at the described premises, solely caused by or resulting from water or waterborne material carried or moved by water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment. The term drain includes a roof drain and its related fixtures.

(2) For the purpose of this Additional Coverage only, **SECTION I – PROPERTY, B. Exclusions, g. Water**, paragraph (3) is deleted.

(3) Payment under this Additional Coverage is included within the applicable Limit of Insurance for Covered Property at a premises described in the Declarations. This Additional Coverage does not increase the Limits of Insurance.

(4) Special Sewer Backup Exclusion

We will not pay for:

(a) Loss or damage from water or other materials that back-up or overflow from any sewer or drain, sump, sump pump or related equipment when it is caused by or results from any “flood”, regardless of the proximity of the back-up or overflow to the “flood” condition; or

(b) Failure to keep a sump pump or its related equipment in proper working condition; or

(c) Failure to perform routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

3. Brands and Labels

The following is added to **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions**:

Brands and Labels

(1) If Covered Property that has a brand or label is damaged by a Covered Cause of Loss and we elect to take all or any part of the damaged property at an agreed or appraised value, you may extend the insurance that applies to your Business Personal Property to:

(a) Pay expenses you incur to:

- (i) Remove the brand or label and then relabel the damaged property to comply with any applicable law; or
- (ii) Label or stamp the damaged property Salvage, if doing so will not physically damage the property.

(b) Cover any reduction in the salvage value of the damaged property as a result of the removal of the brand or label.

(2) Payment under this Extension is included within the Limit of Insurance applicable to your Business Personal Property.

4. Business Income Billable Hours Option

The following is added to **SECTION I – PROPERTY, A. Coverage, E. Property Loss Conditions, 5. Loss Payment**:

Business Income Billable Hours Option

(1) At your option you may choose to settle a covered Business Income and Extra Expense loss, as described under the Business Income, Extra Expense and Utility Services Additional Coverages, on a billable hours basis. If you choose this settlement method, the billable hours will be verified through review of your historical financial records or based on an average of your billable hourly rate over the past 12 months.

(2) This loss settlement option is only available to you prior to your submission to us of calculations described under **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, f. Business Income**.

(3) If you choose this option, **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, f. Business Income**, paragraph (c) is replaced by the following:

(c) Business Income means the:

(i) Income that would have been generated from billable hours normally charged by you to your clients for services performed by you or your employees if no physical loss or damage occurred;

(ii) Other income of your business that would have been incurred if no physical loss or damage occurred;

(iii) Continuing normal operating expenses incurred, including “payroll expenses”. However, if your business is not generating any income because you are primarily in research or development or have not yet brought your product to market, your continuing normal operating expenses, including “payroll expenses” will not be offset by the Net Loss; and

(iv) “Rental Value”.

For manufacturing risks, Net Income includes the net sales value of production.

(4) For any occurrence, the two available methods for adjusting and calculating Business Income and Extra Expense loss may not be combined. When the alternative billable hours approach described above is selected, the maximum coverage under this loss settlement option is \$25,000 on an actual loss sustained basis.

5. Business Income and Extra Expense – Dependent Properties

The heading for **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, m. Business Income from Dependent Properties** is replaced by the following:

m. Business Income and Extra Expense from Dependent Properties

The following is added to **Business Income and Extra Expense from Dependent Properties**:

We will pay the necessary Extra Expense you incur due to direct physical loss of or damage to “dependent property” caused by or resulting from a Covered Cause of Loss.

The definition of Extra Expense for this Additional Coverage is replaced by the following:

Extra Expense means necessary expenses you incur during the "period of restoration" for the "dependent property" that you would not have incurred if there had been no direct physical loss or damage to the premises of any "dependent property" caused by or resulting from a Covered Cause of Loss:

- (1) To avoid or minimize the "suspension" of business and to continue "operations"; or
- (2) To minimize the "suspension" of business if you cannot continue "operations".

We will reduce the amount of your Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

- (3) Paragraph (2) of this Additional Coverage is replaced by the following:
 - (2) The most we will pay under this Additional Coverage is \$100,000 per occurrence, regardless of the number of "dependent properties" affected.

6. Transit Business Income and Extra Expense

The following is added to **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages**:

Transit Business Income and Extra Expense

- (1) We will pay the actual loss of Business Income you sustain and necessary and reasonable Extra Expense you incur caused by direct physical loss of or direct physical damage to Covered Property while "in transit" caused by or resulting from a Covered Cause of Loss.
- (2) **SECTION I – PROPERTY, B. Exclusions, paragraphs 1.b Earth Movement and 1.g Water** do not apply to this Additional Coverage:
- (3) The most we will pay for loss in any one occurrence under this Additional Coverage is \$50,000.
- (4) The amount payable under this Additional Coverage is additional insurance.

7. Business Income from Websites

- a. The following is added to **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages**:
Business Income from Websites

- (1) You may extend this insurance to apply to a "suspension" of "operations" caused by direct physical loss or damage to property that you depend on for "web site and communications services" from a Covered Cause of Loss.

- (2) We will not pay for any loss of Business Income you incur during the first 12 hours that immediately follows the time when you first discovered the Covered Cause of Loss. This Waiting Period does not apply to Extra Expense.

- (3) The most we will pay for the actual loss of Business Income and necessary and reasonable Extra Expense in any one occurrence under this Additional Coverage is \$50,000 and only for the 7-day period immediately following the Covered Cause of Loss.

- (4) Coverage does not apply to Websites unless there is a duplicate or back-up copy of your Web Page stored at a location that is at least 1,000 feet away from the premises of the vendor that provides "web site and communications services".

- (5) "Web Site and Communication Services" means:

- (a) Internet access, e-mail, web hosting, value added network services and application software services at the premises of others; or
- (b) Network and router infrastructure located more than 1,000 feet from the described premises.

- b. This Additional Coverage is not subject to **SECTION I – PROPERTY, C. Limits of Insurance**.

8. Civil Authority

SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, i. Civil Authority, paragraph (2) is replaced by the following:

- (2) Civil Authority Coverage for Business Income will begin 24 hours after the time of the first action of civil authority that prohibits access to the described premises and will end:
 - (a) Four consecutive weeks after the time of that action; or
 - (b) When your Civil Authority Coverage for Business Income ends;

whichever is later.

9. Computer Equipment

SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, r. Computer Equipment, paragraph (6) is replaced by the following:

- (6) Regardless of the number of insured locations involved, the most we will pay for loss or damage under this Additional Coverage in any one occurrence is the applicable Limit of Insurance for Covered Property at the premises described in the Declarations. .

The most we will pay for loss or damage under this Additional Coverage to property described in paragraphs (1) and (2) above in any one occurrence while “in transit” or at a premises other than the described premises is \$100,000.

The most we will pay for loss or damage under this Additional Coverage to property described in paragraphs (1) and (2) above in any one occurrence for property that you newly acquire is \$100,000.

With respect to newly acquired property under this Additional Coverage, coverage will end when any of the following occurs:

- (a) The policy expires;
- (b) 180 days after you acquire the property listed in (1)(a – d);
- (c) You report values to us.

The most we will pay for Extra Expense is \$5,000 or the amount shown in the Additional Property Coverage Schedule in any one occurrence.

This Additional Coverage is not subject to **SECTION I – PROPERTY, C. Limits of Insurance.**

10. Computer and Funds Transfer Fraud

SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, hh. Computer and Funds Transfer Fraud, paragraph (3) is replaced by the following:

- (3) The most we will pay per occurrence under this Additional Coverage is \$10,000 unless a higher Limit of Insurance is shown in the Schedule of Amended Limits of Insurance.

11. Consequential Loss to Stock

The following is added to **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions:**

Consequential Loss to Stock

- (1) You may extend the insurance that applies to your Business Personal Property to apply to the reduction in value of the remaining parts of “stock” in process of manufacture that are physically undamaged but are unmarketable as a complete product because of direct physical loss or damage from a Covered Cause of Loss to other parts of covered “stock” in process of manufacture at an insured location.
- (2) Should it be determined that such “stock” retains only a salvage value, we retain the option of paying the full value of the “stock” as agreed within this policy, and taking the damaged property for salvage purposes.
- (3) Payment under this Coverage Extension is included within the applicable Limit of Insurance.

12. Contract Penalties

The following is added to **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages:**

Contract Penalties

- (1) We will pay for contract penalties you are required to pay due to your failure to provide your product or service according to contract terms because of direct physical loss or damage by a Covered Cause of Loss to Covered Property.
- (2) The most we will pay for all penalties in any one occurrence is \$25,000.
- (3) The amount payable under this Additional Coverage is additional insurance.

13. Denial of Access to Premises

The following is added to **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages:**

Denial of Access to Premises

- (1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur when ingress to or egress from the described premises is prevented, due to direct physical loss of or damage to property that is away from but within 2000 feet of the described premises, caused by or resulting from any Covered Cause of Loss covered under this policy.
- (2) The coverage for Business Income will begin 72 hours after the loss or damage to the premises that causes the denial of access and will apply for a period of up to

30 consecutive days after coverage begins.

- (3) The coverage for Extra Expense will begin immediately after the loss or damage to the premises that causes the denial of access and will end:

(a) 30 consecutive days after coverage begins; or

(b) When your Business Income coverage ends;

whichever is earlier.

- (4) The definitions of Business Income and Extra Expense contained in the Business Income Additional Coverage and the Extra Expense Additional Coverage also apply to this Denial of Access to Premises Additional Coverage.

14. Electronic Vandalism

SECTION I – Property, A. Coverage, 5. Additional Coverages, dd. Electronic Vandalism, paragraph (3) is replaced by the following:

- (3) The most we will pay for loss of or damage to computer “hardware” or “software” in any one occurrence under this Additional Coverage is \$5,000. The most we pay for all covered losses to computer “hardware” or “software” under this Additional Coverage during each separate 12-month period of this policy is \$100,000.

The most we will pay under this Additional Coverage for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved, is \$100,000, unless a higher Limit of Insurance is shown in the Declarations. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

15. Employee Theft Including ERISA Compliance

SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, p. Employee Theft Including ERISA, paragraph (6), is replaced by the following:

- (6) The most we will pay for all loss resulting directly from an occurrence is \$50,000. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year.

16. Expediting Expenses

The following is added to **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages**:

Expediting Expenses

- (1) When a Covered Cause of Loss occurs to Covered Property, we will pay for the reasonable and necessary additional expenses you incur to:

(a) Make temporary repairs;

(b) Expedite permanent repair or replacement of damaged property; or

(c) Provide training on replacement machines or equipment.

- (2) The most we will pay for loss under this Additional Coverage in any one occurrence is \$25,000.

- (3) The amount payable under this Additional Coverage is additional insurance.

17. Extended Business Income

SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, f. Business Income,

(2) Extended Business Income, (a) Extended Business Income – Other Than Rental Value, paragraph (ii) and **(b) Extended Business Income – Rental Value**, paragraph (ii) are replaced by the following:

(a) Extended Business Income – Other Than Rental Value

(ii) Ends on the earlier of:

- 1) The date you could restore your operations, with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or

- 2) 90 consecutive days after the date determined in (2)(a)(i) above.

(b) Extended Business Income – Rental Value

(ii) Ends on the earlier of:

- 1) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the “Rental Value” that would have existed if no direct

physical loss or damage had occurred; or

- 2) 90 consecutive days after the date determined in (2)(b)(i) above.

18. Fine Arts

- a. **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, x. Fine Arts,** paragraph (3) is replaced by the following:

(3) The most we will pay for loss under this Additional Coverage is \$100,000 per occurrence regardless of the number of locations or buildings involved.

- b. For the purpose of this Additional Coverage, **SECTION I – PROPERTY, G. Property Definitions, 21. “Fine Arts”** is replaced by the following:

21. “Fine Arts” means architectural models, paintings, etchings, pictures, tapestries, rare art glass, art glass windows, valuable rugs, statuary, sculptures, “antique” furniture, “antique” jewelry, bric-a-brac, porcelains, and similar property of rarity, historical value, or artistic merit.

19. Forgery or Alteration

SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, k. Forgery or Alteration, paragraph (5) is replaced by the following:

- (5) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$50,000.

20. Hired Auto – Physical Damage

The following is added to **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages**:

Hired Auto – Physical Damage Coverage

- (1) We will pay for loss to an “auto” you or an “employee”, at your direction, lease, hire or rent without a driver for a period of 30 days or less for the purpose of conducting customary operations for your business. This does not include any “auto” you lease, hire or rent from any of your “employees” or members of their households.

We will pay for loss to a covered “auto” or its equipment caused by:

(a) Comprehensive coverage

From any cause except:

- (i) The covered “auto’s” collision with another object; or

- (ii) The covered “auto’s” overturn.

(b) Collision coverage

- (i) The covered “auto’s” collision with another object; or

- (ii) The covered “auto’s” overturn.

- (2) For the purpose of this Additional Coverage only, **SECTION I – PROPERTY, A. Coverage, 2. Property Not Covered,** paragraph a. is replaced by the following:

- a. Aircraft, automobiles, motortrucks and other vehicles subject to motor vehicle registration and:

- (1) Any “auto” as described in paragraph (1) above, while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity;

- (2) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment;

- (3) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment; or

- (4) Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

- (3) For the purpose of this Additional Coverage only, **SECTION I – PROPERTY, B. Exclusions** does not apply with the exception of the following exclusions:

(a) 1.d. Nuclear Hazard;

(b) 1.f. War and Military Action

For the purpose of this Additional Coverage only, the following exclusions are added to **SECTION I – PROPERTY, B. Exclusions**:

1. We will not pay for loss to a covered “auto” caused by or resulting from someone causing you to voluntarily part with the “auto” by trick or scheme or under false pretenses; or

2. We will not pay for loss caused by or resulting from wear and tear, freezing; mechanical or electrical breakdown; blowouts, punctures or other road damage to tires.

- (4) For the purpose of this Additional Coverage only, the following is added to **SECTION I – PROPERTY, C. Limits of Insurance**:

Hired Auto Physical Damage Limits of Insurance

The most we will pay for loss to any one covered “auto” is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of loss;
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$50,000.

- (5) The following is added to **SECTION I – PROPERTY, D. Deductibles**, paragraph 5.:

Hired Auto – Physical Damage

- (6) For the purpose of this Additional Coverage only, the following is added to **SECTION I – PROPERTY, G. Property Definitions**:

1. “Auto” means a land motor vehicle, trailer or semitrailer that is subject to motor vehicle registration, or designed for travel on public roads, including any attached machinery or equipment.

The amount payable under this Additional Coverage is additional insurance.

This coverage is excess to any other valid insurance whether collectible or not.

21. Identity Theft Expense Reimbursement

The following is added to **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages**:

Identity Theft Expense

- (1) We will pay for “expenses” incurred by an “insured person” as a direct result of any one “Identity Theft” first discovered or learned of by such “insured person” during the policy period.

Any act or series of acts committed by one or more persons, or in which such persons are aiding and abetting others against an “insured person”, is considered to be one “identity theft” even if a series of acts

continues into subsequent policy period(s).

- (2) With respect to this Additional Coverage:

(a) “Expenses” means:

- (i) Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;

- (ii) Costs of certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit agencies;

(iii) Lost income resulting from:

- 1) Time taken off work to complete fraud affidavits; or
- 2) Meeting or talking to law enforcement agencies, credit agencies or legal counsel.

- (iv) Loan application fees for reapplying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;

(v) Reasonable attorney fees to:

- 1) Defend lawsuits brought against an “insured person” by merchants, financial institutions or their collection agencies;
- 2) Remove any criminal or civil judgments wrongly entered against an “insured person”; or
- 3) Challenge the accuracy or completeness of any information in a consumer credit report;

- (vi) Charges for long distance telephone calls due to “Identity theft” to:

- 1) Merchants;
- 2) law enforcement agencies;
- 3) Financial institutions or other similar credit grantors; or
- 4) Credit agencies

- (vii) Reasonable fees for professional financial advice or professional credit advice.

The most we will pay for “expenses” under paragraph (2) (a) is \$5,000, subject to a maximum of \$200 per day.

- (b) For purposes of this Additional Coverage, “identity theft” means:

The act of knowingly transferring or using, without lawful authority, a means of identification of an “insured person” with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of Federal law or a felony under any applicable state or local law; and

- (c) “Insured person” means:

- (i) For sole proprietorships: The individual who is the sole proprietor of the Named Insured shown in the Declarations;
- (ii) For partnerships: Any individual that is a partner of the Named Insured shown in the Declarations;
- (iii) For corporations or any other type of organization: The Chief Executive Officer, and any individual who has an ownership interest of at least 20% of the Named Insured, shown in the Declarations.

- (3) The following additional exclusions apply to this Additional Coverage:

We will not pay for:

- (a) Expenses incurred due to any fraudulent, dishonest or criminal acts by:

- (i) An “insured person”;
- (ii) Any person aiding or abetting an “insured person”; or
- (iii) Any authorized representative of an “insured person”;

whether acting alone or in collusion with others; or

- (b) Loss other than “expenses”. Account balances which arise out of fraudulent or unauthorized charges would be one example of loss other than “expenses”.

- (4) Regardless of the amount of the deductible for Covered Property shown in the Declarations, the most we will deduct from any claim for “expenses” under this Additional Coverage for any one “identity theft” is \$250.

- (5) The most we will pay under this Additional Coverage for all “Expenses” arising out of all “Identity Theft” against an “Insured Person” incurred in any one policy year, regardless of the number of “Identity Thefts” involved, is \$15,000 unless a higher Limit of Insurance is shown in the Declarations.

- (6) In order for coverage to be provided under this Additional coverage, you must send to us, within 60 days after our request, receipts, bills or other records that support your claim for “expenses” under “identity theft” coverage.

22. Interruption of Computer Operations

SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, ee. Interruption of Computer Operations, paragraph (3) is replaced by the following:

- (3) The most we will pay under this Additional Coverage – Interruption of Computer Operations for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved is:

- (a) \$500,000 unless a higher Limit of Insurance is shown in the Declarations. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

- (b) \$25,000 in any one occurrence for interruptions covered under paragraphs (1) and (2) above for loss arising out of a Covered Cause of Loss occurring away from the described premises. This per occurrence limit applies regardless of the number of premises involved.

- (c) \$50,000 for all losses arising out of interruptions covered under paragraphs (1) and (2) that arise out of a Covered Cause of Loss occurring

away from the described premises during each separate 12 month period of this policy.

23. Marring and Scratching

The following is added to **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions:**

Marring and Scratching

(1) You may extend the insurance that applies to Business Personal Property to apply to damage caused directly by sudden and accidental marring and scratching of:

- (a) Your “stock”;
- (b) Your printing plates; or
- (c) Property of others that is in your care, custody or control.

(2) This Coverage Extension does not apply to:

- (a) Property at other than the described premises; or
- (b) Personal Property in transit.

(3) Payment under this Coverage Extension is included within Limit of Insurance applicable to your Business Personal Property.

24. Money and Securities

SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, s. Money and Securities, paragraph (5) is replaced by the following:

(5) The most we will pay for loss in any one occurrence is:

- (a) \$25,000 or the amount shown in the Additional Property Coverage Schedule Inside the Premises for “money” and “securities” while:
 - (i) In or on the described premises; or
 - (ii) Within a bank or savings institution in the coverage territory; and
- (b) \$25,000 or the amount shown in the Additional Property Coverage Schedule Outside the Premises for “money” and “securities” while at any other location listed in (1) above and while in the coverage territory.

25. Money Orders and Counterfeit Money

SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, j. Money Orders and

Counterfeit Money, paragraph (3) is replaced by the following:

(3) The most we will pay for any loss under this Additional Coverage is \$25,000.

26. Newly Acquired or Constructed Property – Business Income and Extra Expense

SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, a. Newly Acquired or Constructed Property, paragraph (3) is replaced by the following:

(3) Business Income and Extra Expense

You may extend the insurance that applies to Business Income and Extra Expense to apply to property at any location you acquire. The most we will pay for loss or damage under this Extension is \$500,000 at each premises.

27. Ordinance or Law – Demolition Cost and Increased Cost of Construction

SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, l. Ordinance or Law, (5) Loss Payment, paragraph (d) is replaced by the following:

(d) The most we will pay for the total of all covered losses for Demolition Cost and Increased Cost of Construction for each building described in the Declarations is \$25,000 or the amount shown in the Additional Property Schedule. If a damaged building(s) is covered under a Blanket Limit of Insurance and the Blanket Limit of Insurance applies to more than one building or item of property, then the most we will under this Additional Coverage, for each building, is \$25,000, or the amount shown in the Additional Property Coverage Schedule.

28. Ordinance or Law – Increased Period of Restoration

a. The following is added to **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, l. Ordinance or Law,** paragraph (4) **Coverage:**

If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of “suspension” of “operations” caused by or resulting from the enforcement of any ordinance or law that:

- (a) Regulates the construction or repair of any property;

(b) Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and

(c) Is in force at the time of loss.

However, coverage is not extended under this endorsement to include loss caused by or resulting from the enforcement of any ordinance or law which requires:

(d) The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or

(e) Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", wet or dry rot or bacteria.

b. The following is added to **SECTION I – PROPERTY, A. Coverage 5. Additional Coverages, I. Ordinance or Law, (5) Loss Payment**, paragraph (c):

The most we will pay for loss under Increased Period of Restoration in any one occurrence is \$50,000 for each described building shown in the Declarations or the amount shown in the Additional Property Coverage Schedule. If a damaged building(s) is covered on a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay for Increased Period of Restoration for each described building in any one occurrence is \$50,000.

29. Ordinance or Law (Tenant's Improvement Extension)

a. The following is added to **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, I. Ordinance or Law, paragraph (4) Coverage**:

Coverage provided under paragraphs (a), (b) and (c) above applies to tenant's improvements and betterments but only if a Limit of Insurance is shown in the Declarations for Business Personal Property. Business Personal Property must be insured on a replacement cost basis.

This extension is provisional and excess to any other valid insurance for tenant's improvements and betterments whether collectible or not.

b. The following is added to **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, I. Ordinance or Law, (5) Loss Payment**, paragraph (c):

Regardless of the number of locations insured or buildings involved, the most we will pay for any loss to tenant's improvements and betterments under this Additional Coverage in any one occurrence is \$25,000.

30. Outdoor Property

SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, c. Outdoor Property, paragraph (3) is replaced by the following:

(3) Regardless of the number of described premises involved, the most we will pay for loss or damage under this Extension, including debris removal expense, is \$25,000, but not more than \$1,000 for any one tree, shrub or plant.

31. Personal Effects

SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, d. Personal Effects, paragraph (3) is replaced by the following:

(3) The most we will pay for loss or damage under this Extension is \$75,000 at each described premises.

32. Portable Electronic Devices Coverage Worldwide

The following is added to **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages**:

Portable Electronic Devices Coverage Worldwide

(1) We will pay for loss or damage caused by or resulting from a Covered Cause of Loss to portable electronic devices while anywhere in the world, including while "in transit".

(2) For the purpose of this Additional Coverage, the following is added to **SECTION I – PROPERTY, G. Property Definitions**:

Portable electronic devices includes laptops, tablets, e-readers, smartphones or other lightweight, hand-held or wearable devices capable of storing, retrieving and processing data.

(3) This coverage is provided when the property is owned by you or owned by others when in your or your "employees" care, custody or control, subject to **SECTION I – PROPERTY, E. Property**

Loss Conditions, 5. Loss Payment, paragraph d.(3)(b).

- (4) We will not pay for loss or damage to portable electronic devices when caused by, resulting from, or arising out of "theft" or unexplained loss when the property is checked baggage with a carrier for transit.
- (5) The provisions for a Business Income loss will be governed by the terms of **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, f. Business Income** except:
 - (a) There is no requirement that a loss occur within 1,000 feet or at the described premises as stated in paragraph (1)(a); and
 - (b) The following are not included under this Additional Coverage:
 - (i) Continuing normal operating expenses incurred, including "payroll expense";
 - (ii) Extended Business Income.
- (6) The provisions for Extra Expense loss will be governed by the terms of **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, g. Extra Expense** except:
 - (a) There is no requirement that a loss occur within 1,000 feet or at the described premises as stated in paragraph g.(1) and g.(2).
- (7) **Limitations**, item b. does not apply to this Additional Coverage.
- (8) **SECTION I – PROPERTY, B. Exclusions, 5. Business Income and Extra Expense Exclusions**, paragraph (4) does not apply to this Additional Coverage.
- (9) Regardless of the number of lost or damaged portable electronic devices, the most we will pay per occurrence including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$10,000.
- (10) The amount payable under this Additional Coverage is additional insurance.

33. Precious Metal Theft Payment Changes

SECTION I – PROPERTY, A. Coverage, 4. Limitations, paragraph c. is replaced by the following:

- c. For loss or damage by "theft", the following types of property are covered only up to the limits shown:

- (1) \$10,000 for furs, fur garments and garments trimmed with fur.
- (2) \$10,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones. This limit does not apply to jewelry and watches worth \$250 or less per item.
- (3) \$25,000 for bullion, gold, silver, platinum and other precious alloys or metals.

34. Preservation of Property – Expense

The following is added to **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages**:

Preservation of Property – Expense

- (1) If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay your expenses to move or store the Covered Property.
- (2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.
- (3) The most we will pay under this Additional Coverage is \$25,000.

This Additional Coverage is an additional amount of insurance.

35. Personal Property in Transit

SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, i. Personal Property in Transit, paragraph (5) is replaced by the following:

- (5) Payment under this Coverage Extension is included within the Limit of Insurance applicable to your Business Personal Property

36. Sales Representative Samples

SECTION I – PROPERTY, 5. Additional Coverages, y. Sales Representative Samples, paragraph (3) is replaced by the following:

- (3) The most we will pay for any loss or damage under this Additional Coverage is \$25,000.

37. Temporary Relocation of Property

The following is added to **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages**:

Temporary Relocation of Property

- (1) We will pay for loss of or damage to Covered Property from a Covered Cause of Loss while it is away from the described premises, if it is being stored temporarily at a location you do not own, lease or operate while the described premises is being renovated or remodeled.
- (2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.
- (3) The most we will pay under this Additional Coverage is \$50,000.
- (4) The amount payable under this Additional Coverage is additional insurance.

38. Tenant Signs

SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, t. Tenant Signs, paragraph (4) is replaced by the following:

- (4) The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Business Personal Property shown in the Declarations.

39. Utility Services (Including Overhead Transmission Lines)

a. SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, bb. Utility Services, paragraphs (1) and (2) are replaced by the following:

- (1) We will pay for loss of or damage to Covered Property caused by an interruption in service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown in paragraph (3) below.

The most we will pay for loss in any one occurrence under this Additional Coverage is \$25,000 at each described premises or the Limit of Insurance shown in the Additional Property Coverage Schedule.

- (2) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by the interruption of service at the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown in paragraph (3) below.

We will only pay for loss you sustain after the first 24 hours following the direct physical loss or damage to the property described above.

The most we will pay for loss in any one occurrence under this Additional Coverage is \$25,000 at each described premises or the Limit of Insurance shown in the Additional Property Coverage Schedule.

b. SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, bb. Utility Services, paragraph (4) is deleted.

40. Valuable Papers and Records (Other Than Electronic Data)

SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, e. Valuable Papers and Records (Other Than Electronic Data), paragraphs (2) and (3) are replaced by the following:

- (2) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$100,000.
- (3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence not at the described premises is \$100,000.

41. Worldwide Property Off Premises

The following is added to **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions:**

Worldwide Property Off-Premises

- (1) You may extend the insurance that applies to your Business Personal Property and Personal Property of Others to apply to that property while it is temporarily outside the coverage territory if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) Temporarily on display or exhibit at any fair, trade show or exhibition;
 - (c) Samples of your "stock" in trade in the custody of your sales representatives; or
 - (d) While "in transit" between the described premises and a location described in (a), (b) or (c) above.
- (2) The most we will pay for loss or damage under this Extension is \$50,000.

- (3) This Extension provides an additional amount of insurance.

SECTION II – LIABILITY

Paragraphs 2. through 8. amend coverage provided under **SECTION II – LIABILITY**.

1. Additional Insured by Contract, Agreement or Permit – Amended

For purposes of the coverage provided by this endorsement, Coverage 1. **Additional Insured by Contract, Agreement or Permit**, subparagraph c. (5) of the **Businessowners Liability Special Broadening Endorsement** is replaced by the following:

This provision does not apply to:

- (5) All professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection, formation, reconstruct, rehabilitation, repair, or any improvement made to real property. Construction also includes the hiring, supervision or management of any of these activities. However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work.

2. Additional Insured by Contract, Agreement or Permit – Primary and Non-contributory

- a. The following is added to **SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)**, paragraph H. Other insurance:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – LIABILITY, C. Who is an Insured**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under **SECTION II – LIABILITY** of this Coverage Part, our obligations are limited as follows:

(1) Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (a) For the sole negligence of the Additional Insured;
- (b) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (c) When b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

(2) Excess Insurance

- (a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft,

"autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION II – LIABILITY. B. Exclusions, 1. Applicable to Business Liability Coverage.**

- (v) That is insurance available to you for your participation in any past or present "unnamed joint venture".
- (vi) That is any insurance you may have that provides coverage for your professional services.
- (b) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (c) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (ii) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

(3) Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

- b. For the purposes of coverage provided under this endorsement, the following definition is added to **SECTION II – LIABILITY, F. Liability and Medical Expense Definitions:**

- 1. "Unnamed joint venture" means any joint venture in which you are a member or partner where:

- a. Each and every one of your co-ventures in that joint venture is a hair salon.
- b. That joint venture is not.

3. Aggregate Limit of Insurance (Per Project)

- a. For purposes of the coverage provided by this endorsement, the following is added to **SECTION II – LIABILITY, D. Liability and Medical Expenses Limits:**

The General Aggregate Limit under **D. Liability and Medical Expenses Limits of Insurance** applies separately to each of "your projects" or each location listed in the Declarations.

- b. For purposes of the coverage provided by this endorsement, the following definition is added to **SECTION II – LIABILITY, F. Liability And Medical Expenses Definitions:**

- 1. "Your project" means:
 - a. Any premises, site or location at, on, or in which "your work" is not yet completed; and
 - b. Does not include any location listed in the Declarations.

4. Damage to Premises Rented To You – Revised Limit

SECTION II – LIABILITY, D. Liability And Medical Expenses Limits of Insurance, paragraph 4. is replaced by the following:

- 4. The most we will pay under Business Liability Coverage f or damages because of "property damage" to any one premises, while rented to you or while temporarily occupied by you with permission of the owner will be the greater of:
 - a. \$1,000,000; or
 - b. The Limit of Insurance f or Damage to Premises Rented To You shown in the Declarations.

5. Limits of Insurance – Medical Expenses

For purposes of the coverage provided by this endorsement, **SECTION II – LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 3. is replaced by the following:

- 3. Subject to the Liability and Medical Expenses Limits Limit, the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is \$10,000 or the Medical Expenses limit shown in the Declarations, whichever is greater.

6. Newly Acquired or Formed Organizations

SECTION II – LIABILITY, C. Who is An Insured, paragraph **3. a.** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

7. Nonowned Watercraft

SECTION II – LIABILITY, B. Exclusions, 1. Applicable to Business Liability Coverage, g. Aircraft, Auto or Watercraft, (2) Aircraft (Other Than Unmanned Aircraft), paragraph **(b)** is replaced by the following:

- (b)** A watercraft you do not own that is:

- (i) Less than 75 feet long; and
 - (ii) Not being used to carry persons or property for a charge.

8. Who is an Insured – Unnamed Joint Venture

- a. For purposes of the coverage provided by this endorsement, the final paragraph of **SECTION II – LIABILITY, C. Who Is An Insured** is replaced by the following:

Unnamed Joint Venture

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. However, this does not apply to you, for your participation in any past or present “unnamed joint venture”, or if that person or organization is otherwise

an additional insured under **Additional Insureds – Unnamed Joint Venture** below.

- b. For purposes of the coverage provided by this endorsement, the following is added to **SECTION II – LIABILITY, C. Who is an Insured**:

Additional Insureds – Unnamed Joint Venture:

You, as an insured for your participation in any past or present “unnamed joint venture”. However, you are not an insured if the “unnamed joint venture” has:

- (1)** Direct employees; or
 - (2)** Owns, rents, or leases any real or personal property.

No other member or partner, or their spouses, of any past or present “unnamed joint venture” is an insured.

- c. For purposes of the coverage provided by this endorsement, the following definition is added to **SECTION II – LIABILITY, F. Liability And Medical Expenses Definitions**:

- 1. “Unnamed joint venture” means any joint venture in which you are a member or partner where:
 - a. Each and every one of your co-ventures in that joint venture is an architectural, engineering or surveying firm; and
 - b. That joint venture is not named in the Declarations.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person(s) or Organization(s): AS REQUIRED BY CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization	Location And Description Of Completed Operations
AS REQUIRED BY CONTRACT	.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

For the purpose of coverage provided by this endorsement, the following changes are made to **SECTION II - LIABILITY**:

A. The following is added to SECTION II - LIABILITY, C. Who Is An Insured:

Any person or organization shown in the Schedule above is also an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule above, performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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.

B. The following is added to SECTION II - LIABILITY, D. Liability And Medical Expenses 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.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KANSAS - BUSINESS AUTO COVERAGE BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SUMMARY OF COVERAGES

1. Cancellation Extension	Included
2. Employee Hired Autos	Included
3. Named Insured - Broad Form	Included
4. Employees as Insureds	Included
5. Supplementary Payments Increased Limits	
-Bail Bonds	\$2,500
-Loss of Earnings	\$500
6. Amended Fellow Employee Exclusion	Included
7. Expense of Returning a Stolen "Auto"	Included
8. Sign Coverage	\$2,000
9. Glass Breakage Deductible Waiver For Repair	Included
10. Transportation Expense	
- Per Day Limit	\$50
- Maximum Limit	\$1,500
11. Hired Auto Physical Damage	\$50,000
12. Audio, Visual and Data Electronic Equipment	\$500
13. Rental Reimbursement and Material Transfer Expense	
-Number of Days	60 days
-Limit	\$3,000
14. Airbag Coverage	Included
15. Auto Loan/Lease Gap Coverage	Included
16. Duties in the Event of Accident, Claim, Suit or Loss	Included
17. Bodily Injury Redefined	Included
18. Blanket Waiver of Subrogation	Included
19. Hired Auto - Worldwide Coverage	Included

1. CANCELLATION EXTENSION

Paragraph **A. CANCELLATION** 2. b. of the **COMMON POLICY CONDITIONS** is replaced with the following:

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

2. EMPLOYEE HIRED "AUTOS"

SECTION I - COVERED AUTOS,
A. Description Of Covered Auto
Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your

"employees" or partners or members of their households.

3. NAMED INSURED - BROAD FORM

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage; 1. Who Is An Insured**

- d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

4. EMPLOYEES AS INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage; 1. Who Is An Insured**

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS

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

- (2) Up to \$2500 for cost of bail bonds

(including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the **SECTION II - LIABILITY COVERAGE, B. Exclusions. Fellow Employee**

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance, regardless whether such other insurance provides primary, excess or contingent coverages or purports to be excess over this insurance or any other collectible insurance.

7. EXPENSE OF RETURNING A STOLEN "AUTO"

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 1.**

- d. **Expense Of Returning A Stolen "Auto"**

We will pay for the expense of returning a stolen covered "auto" to you.

8. SIGN COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 1.**

- e. **Sign Coverage**

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

- 1. The actual cash value of the property as of the time of the "loss"; or

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$2,000.

9. GLASS BREAKAGE DEDUCTIBLE FOR REPAIR

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE A. COVERAGE** paragraph 3. **Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:**

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

10. TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 4. Coverage Extension, a. Transportation Expenses is replaced with the following:

- a. We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

11. HIRED AUTO PHYSICAL DAMAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to

"autos" you hire without a driver or your employee hires, without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$50,000

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

12. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

6. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the

equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and
 - b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of

- a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. \$500.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

Deductibles applicable to **PHYSICAL DAMAGE COVERAGE**, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

13. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the 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.

We will pay only for those auto rental 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:

1. The number of days reasonably required to

repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use or
2. \$3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.**

14. AIRBAG COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3. a.**

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty, regardless whether such other insurance provides primary, excess or contingent coverages or purports to be excess over this insurance or any other collectible insurance. No deductible applies to this Airbag Coverage.

15. AUTO LOAN/LEASE GAP COVERAGE

The **Physical Damage Coverage** Section is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans and leases.

16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A. Loss Conditions, Subparagraph 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership; or
 - (3) An executive officer or insurance manager if you are a corporation.

17. BODILY INJURY REDEFINED

SECTION V - DEFINITIONS, C. "Bodily injury," is replaced by the following:

- C. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

18. BLANKET WAIVER OF SUBROGATION

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us:**

However, we waive any right of recovery and proceeds we may have against any person or organization that is added as an additional insured as required by contract, agreement or permit:

1. Because of payments we make for "bodily injury" or "property damage" arising out of an "accident" or "loss"; and
2. While under a written contract, agreement or permit that is made before, and in effect when, the "bodily injury or "property damage" occurs; and
3. You specifically agree in such written contract or agreement to waive those rights of recovery and proceeds for such person or organization.

19. HIRED AUTO - WORLDWIDE COVERAGE

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions, paragraph 7. Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

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

AS REQUIRED BY CONTRACT

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.)

Endorsement
Insured Schlager & Associates PA

10/01/2019

Effective Policy No.
WK2A437609

Endorsement No.
Premium

Insurance Company

Countersigned by _____

EXHIBIT G
Certificate of Good Standing to Conduct Business in Kansas

STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
SCOTT SCHWAB

I, SCOTT SCHWAB, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 0895854

Entity Name: SCHLAGEL AND ASSOCIATES, P.A.

Entity Type: PROFESSIONAL ASSOCIATION

State of Organization: KS

Resident Agent: SCHLAGEL AND ASSOCIATES, P.A.

Registered Office: 14920 W 107TH ST, LENEXA, KS 66215

was filed in this office on November 26, 1984, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of April 28, 2020

SCOTT SCHWAB
SECRETARY OF STATE

Certificate ID: 1135456 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.