EXHIBIT C

Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

6/1/2018

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DATE (MM/DD/YYYY) 3/21/2018

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.

| lf ti | SUBROGATION IS WAIVED, subject nis certificate does not confer rights to | to t | he te | rms and conditions of the | ne polic | cv. certain po | olicies may | require an endorsement. A | statement on |
|-------------|---|----------------|------------------------|--|-----------------------------|--|--|---|--------------|
| _ | DUCER Lockton Companies | | | | CONTA NAME: | | ,- | | |
| | 444 W. 47th Street, Suite 900 | | | | PHONE | | | FAX | |
| | Kansas City MO 64112-1906 | | | | PHONE (A/C, No E-MAIL | o, Ext): | | (A/C, No); | |
| | (816) 960-9000 | | | | ADDRE | SS: | | | |
| | (010) 300-3000 | | | | | | | RDING COVERAGE | NAIC# |
| INIOI | Inco | | | | INSURE | RA: Lexing | ton Insura | nce Company | 19437 |
| | HDR ENGINEERING, INC. | | | | INSURE | | | | |
| | 9070 8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049 | | | | INSURE | | | | |
| | OMB 1111, 112 00114-104) | | | | INSURE | | | | |
| | | | | | INSURE | | | | |
| | VERAGES *HDRIN01 CER | | 04.75 | - LUISADED - 4 FOOGO | INSURE | RF: | | | |
| | VERAGES *HDRIN01 CER HIS IS TO CERTIFY THAT THE POLICIES | | | NUMBER: 1528299 | | N IOOUED TO | | REVISION NUMBER: X | XXXXXX |
| IN C | IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH | PERT POLI | REME TAIN, CIES. | NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE | OF AN' | Y CONTRACT THE POLICIES REDUCED BY I | OR OTHER I S DESCRIBEI PAID CLAIMS | DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL | WHICH THIS |
| INSR LTR | TYPE OF INSURANCE | | SUBR | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
| | COMMERCIAL GENERAL LIABILITY | | 1000000 | NOT APPLICABLE | | | | EACH OCCURRENCE \$ X | XXXXXX |
| | CLAIMS-MADE OCCUR | | | | | | | DAMAGE TO DENTED | XXXXXX |
| | | | | | | | | MED EXP (Any one person) \$ X | XXXXXX |
| | | | | | | | | PERSONAL & ADV INJURY \$ X | XXXXXX |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREGATE \$ X | XXXXXX |
| | POLICY PRO- JECT LOC | | | | | | | PRODUCTS - COMP/OP AGG \$ X | XXXXXX |
| | OTHER: | | | | | | | \$ | |
| | AUTOMOBILE LIABILITY | | | NOT APPLICABLE | | | | COMBINED SINGLE LIMIT (Ea accident) \$ X | XXXXXX |
| | ANY AUTO | | | | | | | BODILY INJURY (Per person) \$ X | XXXXXX |
| | OWNED SCHEDULED AUTOS | | | | | | | | XXXXXX |
| | HIRED NON-OWNED AUTOS ONLY | | | | | | | PROPERTY DAMAGE \$ X | XXXXXX |
| | | | | | | | | | XXXXXX |
| | UMBRELLA LIAB OCCUR | | | NOT APPLICABLE | | | | EACH OCCURRENCE \$ X | XXXXXX |
| | EXCESS LIAB CLAIMS-MADE | | | | | | | AGGREGATE \$ X | XXXXXX |
| | DED RETENTION\$ | | | | | | | \$ X | XXXXXX |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | NOT APPLICABLE | | | | PER OTH- STATUTE ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | | | | | | E.L. EACH ACCIDENT \$ X | XXXXXX |
| | (Mandatory in NH) | N/A | | | | | | E.L. DISEASE - EA EMPLOYEE \$ X | XXXXXX |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT \$ X | XXXXXX |
| Α | ARCH & ENG | N | N | 061853691 | | 6/1/2017 | 6/1/2018 | PER CLAIM: \$1,000,000 | |
| | PROFESSIONAL LIABILITY | | | | | | | AGGREGATE: \$2,000,000 | |
| | | | | | | | | | |
| CIT | CRIPTION OF OPERATIONS / LOCATIONS / VEHICI NITION BLVD PHASES III-A RFP #40-2017 MIUM. | LES (<i>A</i> | ACORD DAYS | 101, Additional Remarks Schedu NOTICE OF CANCELLAT | le, may be ION API | attached if more PLIES, 10 DAY | e space is requir YS NOTICE F | ed) OR NON-PAYMENT OF | |
| CF | RTIFICATE HOLDER | | | | CANC | ELLATION | | | |
| | 15282997 | - | | | CANO | LLLATION | | | |
| | LEXINGTON-FAYETTE URBA ATTN: MARK FEIBES 200 E. MAIN STREET | N C | OUN | TY GOVERNMENT | THE | EXPIRATION | DATE THE | ESCRIBED POLICIES BE CANCEI REOF, NOTICE WILL BE DI Y PROVISIONS. | |
| | LEXINGTON KY 40507 | | | | AUTHOR | RIZED REPRESEN | // | M Amello | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/21/2018

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 Willis of Minnesota, Inc. c/o 26 Century Blvd P.O. Box 305191 | CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: Certificates@willis.com | FAX (A/C, No): 1-888-467-2378 |
|--|--|-------------------------------|
| Nashville, TN 372305191 USA | INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance | NAIC# |
| INSURED HDR Engineering, Inc. 8404 Indian Eills Drive Omaha, NE 68114 | INSURER B: Liberty Mutual Insurance Compa INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: W5547062

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.

| NSR LTR | TYPE OF INSURANCE | | SUBR | POLICY NUMBER | POLICY EFF | POLICY EXP | LIMIT | S | |
|------------|---|------|------|--------------------|------------|------------|--|----|-----------|
| | X COMMERCIAL GENERAL LIABILITY | 1100 | | | | , | EACH OCCURRENCE | \$ | 2,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 1,000,000 |
| A | X Contractual Liability | | Y | TB2-641-444950-037 | 06/01/2017 | | MED EXP (Any one person) | \$ | 10,000 |
| | | Y | | | | 06/01/2018 | PERSONAL & ADV INJURY | \$ | 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$ | 4,000,000 |
| | POLICY X PRO- JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | \$ | 4,000,000 |
| | OTHER: | | | | | | | \$ | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | 2,000,000 |
| | × ANY AUTO | | | , i | | | BODILY INJURY (Per person) | \$ | X |
| В | OWNED SCHEDULED AUTOS | Y | Y | AS2-641-444950-047 | 06/01/2017 | 06/01/2018 | BODILY INJURY (Per accident) | \$ | |
| Ī | HIRED NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | | \$ | |
| В | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | \$ | 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | Y | Y | TH7-641-444950-067 | 06/01/2017 | 06/01/2018 | AGGREGATE | \$ | 5,000,000 |
| | DED RETENTION\$ | | | | | | | \$ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER OTH- | | |
| 3 | ANYPROPRIETOR/PARTNER/EXECUTIVE T/N | N/A | Y | WA7-64D-444950-017 | 06/01/2017 | 06/01/2010 | E.L. EACH ACCIDENT | \$ | 1,000,000 |
| | (Mandatory in NH) | | | WAY-04D-444930-017 | 08/01/201/ | 06/01/2018 | E.L. DISEASE - EA EMPLOYEE | \$ | 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | 1,000,000 |
| | | | | | | | | | |

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

Re: Citation Blvd Phases III-A RFP #40-2017.

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract. Umbrella/Excess policy is Follows Form over General Liability, Auto Liability and Employers Liability.

| CERTIFICATE HOLDER | CANCELLATION |
|---|--|
| Lexington-Fayette Urban County Government | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| Attn: Mark Feibes | AUTHORIZED REPRESENTATIVE |
| 200 E. Main Street | 6, 11. |
| Lexington, KY 40507 | It g. How |
| | |

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| AGENCY CUSTOMER ID: | |
|----------------------------|--|
| LOC #: | |



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

| See Page 1 | See Page 1 | EFFECTIVE DATE: See Page 1 |
|----------------------------------|------------|---|
| CARRIER | NAIC CODE | |
| POLICY NUMBER See Page 1 | | Omaha, NE 68114 |
| AGENCY Willis of Minnesota, Inc. | | NAMED INSURED HDR Engineering, Inc. 8404 Indian Hills Drive |

ADDITIONAL REMARKS

| THIS ADDITIONAL | . REMARKS | FORM IS A SCHEDULE TO ACORD FORM, | |
|-----------------|-----------|--|--|
| FORM NUMBER: | 25 | FORM TITLE: Certificate of Liability Insurance | |

Additional Insureds: The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

All locations owned by or rented to the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
 - A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. insureds;

- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".
- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
 - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
 - "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- 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.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

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

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

whichever is less.

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

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| Any person or organization with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage. | |
| Information required to complete this Schedule, if not show | n above, will be shown in the Declarations. |

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|--|
| Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited. | Any location where you have agreed, through written, contract, agreement or permit, to provide additional insured coverage for completed operations. |
| | |
| | |
| ž | À |
| | |
| | |
| Information required to complete this Schedule, if not sh | own above, will be shown in the Declarations. |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

- 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.

Policy Number TB2-641-444950-037 Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART

Schedule

| Person or Organization: | Where required by written contract. |
|-------------------------|-------------------------------------|
| | |
| | |

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER 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" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIERS 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.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement 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.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

POLICY NUMBER: TB2-641-444950-037

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Person Or Organization: As required by written contract or agreement | ct or agreement | | | |
|---|-----------------|--|--|--|
| | | | | |
| | | | | |
| | | | | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations | | | | |

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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

Where required by contract or written agreement prior to loss.

Issued by:

For attachment to Policy No WA7-64D-444950-017

Effective Date 6/01/2017

Premium

Issued to:

WC 00 03 13 Ed. 4/1/1984

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Page 1 of 1

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

| Schedule | | | | |
|---|-----------------------------------|---------------------|--|--|
| Name of Other Person(s) / Organization(s): | Email Address or mailing address: | Number Days Notice: | | |
| Per Schedule on File with Broker | 2 | 30 Days | | |
| | 3 | 51 | | |
| | | | | |

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

| Schedule | | |
|---|-----------------------------------|---------------------|
| Name of Other Person(s) / Organization(s): | Email Address or mailing address: | Number Days Notice: |
| Per Schedule on File with Broker | | 30 Days |
| 3 | | 3 |
| | | |
| | | |

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):

Per Schedule on file with Company

30 Days

All other terms and conditions of this policy remain unchanged.

Issued by

Issued to

Willis Towers Watson | | | | | | | | | | |

Global Certificate Center

Effective June 1, 2017 HDR will have two separate insurance brokers.

Lockton will remain HDR's insurance broker for professional liability only.

Willis Towers Watson will be HDR's new broker for:

- 1. General Liability
- 2. Automobile Liability
- 3. Workers Compensation
- 4. Property/Equipment

If professional liability is required by the contract documents provided in the insurance request, we will forward the information to Lockton for processing.

Please direct all questions regarding certificates of insurance to HDR's insurance manager, Matthew Peterson by email at MPeterson@HDRInc.com or by phone at (402)399-1499.

Regards,

Willis Towers Watson Certificate Center

Phone: 877-945-7378 Fax: 888-467-2378

Email: certificates@willis.com