

APPENDIX B - BID FORM
SOLICITATION #092-17 Generator Rental Agreement

Submit an **original and two (2) copies** along with other required forms in a sealed envelope to: JEA Procurement Dept., 21 W. Church St., Bid Office, Customer Center, 1st Floor, Room 002, Jacksonville, FL 32202-3139.

Company Name: Cummins Sales and service

Company's Address 755 Pickettville Rd. Jacksonville, FL 32220

Phone Number: 904-378-1902 FAX No: 404-765-8568 Email Address: buck.Medders@Cummins.com

BID SECURITY REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond (Five Percent (5%) of Total Bid Price)	TERM OF CONTRACT <input type="checkbox"/> One Time Purchase <input type="checkbox"/> Other, Specify - Project Completion <input checked="" type="checkbox"/> Term Requirements - 6 months, w/ 2 optional six month renewals
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SAMPLE REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	SECTION 255.05, FLORIDA STATUTES CONTRACT BOND <input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required 100% of Bid Award
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QUANTITIES <input checked="" type="checkbox"/> Quantities indicated are exacting <input type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	INSURANCE REQUIREMENTS <p align="center">Insurance required</p>
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PAYMENT DISCOUNTS <input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/> None Offered

ENTER YOUR BID FOR IFB# 092-17 Generator Rental Agreement <p align="center">\$ 2,764,511.90</p>	Bidder shall submit the maximum combined weight per unit and Inventory Location(s) with their bid. TOTAL BID PRICE quoted below shall include all requirements as described in Appendix A - Technical Specifications.
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Generator Information

Description	Dedicated Quantity	Maximum Combined Weight Per Unit	Inventory Location(s)
300 kW - 5 Units	5	13227	Jax. FL
200 kW - 5 Units	5	8028	Jax. FL
100 kW - 70 Units	70	5749	Jax. FL
60 kW - 20 Units	20	5548	Jax. FL
Description	Quantity	(x)	Monthly Flat Fee = Bid Price
Monthly Flat Fee	6	(x)	365,909.38 = \$ 2,195,456.25
TOTAL BID PRICE			\$ 2,764,511.90

Award of the Item Described below is optional per Add 1: of Addendum 1

Description	Quantity	(x)	Unit Price	=	Bid Price
Plug Russell Stoll Part# JPS 2044FR (and associated cabling)	200	(x)	\$ 2845.28	=	\$ 569,055.65

BIDDER'S CERTIFICATION

APPENDIX B - BID FORM
SOLICITATION #092-17 Generator Rental Agreement

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidder's Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation, and that the Bidder is an authorized distributor or manufacturer of the equipment that meets the Technical Specifications stated herein.

We have received addenda

1 through 2



Handwritten Signature of Authorized Officer of Company or Agent

4/17/17

Date

Buck Medders, Sales Manager

Printed Name and Title

092-17 GENERATOR RENTAL AGREEMENT - ADDENDUM 1
APPENDIX B- LIST OF SUBCONTRACTORS FORM

JEA Solicitation Number #092-17 may require certain Subcontractors to be listed on this form, unless the work will be self-performed by the Company.

The undersigned understands that failure to submit the required Subcontractor information on this form will result in bid rejection, and the Company agrees to employ the Subcontractors specified below: (Use additional sheets as necessary)

Note: This list of Subcontractors shall not be modified subsequent to bid opening, without a showing of good cause and the written consent of JEA.

Type of Work	Corporate Name of Subcontractor	Subcontractor Primary Contact Person & Telephone Number	Subcontractor's License Number (if applicable)	Percentage of Work or Dollar Amount	Will the Provider Self Perform this Category? Yes/No
<<Insert Type of Work Here>>	<<Insert Corporate Name of Subcontractor Here>>	<<Insert Subcontractor Primary Contact Person & Telephone Number Here>>	<<Insert Subcontractor's License Number(if applicable)Here>>	<<Insert Percentage of Work or Dollar Amount Here>>	<<Insert Yes / No Here>>
<<Insert Type of Work Here>>	<<Insert Corporate Name of Subcontractor Here>>	<<Insert Subcontractor Primary Contact Person & Telephone Number Here>>	<<Insert Subcontractor's License Number(if applicable)Here>>	<<Insert Percentage of Work or Dollar Amount Here>>	<<Insert Yes / No Here>>

N/A

Signed: _____

Company: _____

Address: _____

Date: _____



Procurement Department Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

April 11, 2017

ADDENDUM NUMBER: ONE (1)
TITLE: Generator Rental Agreement
JEA SOLICITATION NUMBER: 092-17
BID DUE DATE: April 18th, 2017
TIME OF RECEIPT: 12:00 PM
TIME OF OPENING: 2:00 PM

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES AND CLARIFICATIONS:

Add (1):

JEA adds the following documents to this Solicitation. Additions are in **Red** Bold Underlined Font.

- **092-17 Addendum 1 – Generator Rental Plan Appendix B – Bid Form (Revised)**
See Change (1)
- **092-17 Addendum 1 – Appendix B – List of Subcontractors Form**

Add (2):

JEA formally adds the Alternate Provisions below into the Solicitation Document. Additions are in **Red**, Bold underlined Font.

ALTERNATE PROVISIONS

Responses that contain provisions that are contrary to requirements found on this Solicitation, including, but not limited to, the Contract terms and conditions contained in Section 2 of this Solicitation, and any requirements found in the Technical Specifications attached as Appendix A to this Solicitation, will be reviewed but may not be accepted by JEA. However, JEA reserves the right to negotiate the best terms and conditions if determined to be in the best interests of JEA, and negotiate different terms and related price adjustments if JEA determines that it provides the best value to JEA.

Change (1):

Appendix A – Technical Specifications is amended as follows: Additions are in **Red** Bold Underlined Font.

Scope of Work:

JEA is seeking a partnership with a leading generator rental Company that can provide dedicated portable generator assets for exclusive use by JEA during the six (6) month storm season, from June 1st through November 30th, beginning in 2017.

1. Typical generators and quantities covered under this partnership will be as follows:
 - 1.1. 300 kW - 5 Units – Please provide the maximum combined weight per unit.

- 1.2. 200 kW – 5 Units – Please provide the maximum combined weight per unit.
- 1.3. 100 kW - 70 Units – Please provide the maximum combined weight per unit.
- 1.4. 60 kW - 20 Units – Please provide the maximum combined weight per unit.
2. The agency shall be responsible, 24/7 support for all maintenance activities including Preventative Maintenance (PM) during the contract term including during times of activation. All dedicated generators will be load tested prior to June 1st with monthly PMs performed during the six (6) month storm season period, and when they are deployed.
3. A total of 1,000 hours (7 weeks) of use shall be included in the quote during the six (6) month storm period.
4. JEA shall have exclusive use of the assets for internal use, or for deployment under a mutual aid agreement with other utilities.
5. Fuel management for generator assets, while in active use, shall be supplied and managed by JEA. Provider shall be responsible for fuel during storage of assets.
6. Remote monitoring/telemetry shall be provided by the Company on all assets during the six (6) month storm season, with direct system access to JEA designated contact(s).
7. Each generator under 300 kW shall include:
 - One (1) set of 100 amp cables, 50 feet long, with a 100 amp Russell Stoll generator plugs
 - One (1) set of 200 amp cables, 50 feet long, with a 200 amp ~~plug type~~ Russell Stoll generator plugs.
 - All units shall support a dual voltage (3 phase 480v/240v) output.

Each 300 kW shall include:

- **One (1) set of 400 amp cables, 50 feet long, with a 400 amp Russell Stoll generator plug.**
 - **All units shall support a dual voltage (3 phase 480v/240v) output.**
8. **JEA will retain ownership of the Russell Stoll generator plug assembly at the end of this contract. All other equipment is rental only. A plug assembly includes plugs, cam loks, and associated cables between plug and cam lok.**
 9. All units shall be staged at a vendor's site within JEA service territory starting June 1st, and shall be available for pick up by JEA assigned resources 24/7 during the six (6) month storm season period.

Change (2):

Section 2.5.1 Insurance of the Solicitation Document is amended as follows: Additions are in **Red** Bold Underlined Font. Deletions are in **~~Red~~** Bold Strikethrough Font.

2.5.1 INSURANCE

INSURANCE REQUIREMENTS

Before starting and during the Term of the Contract, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors as appropriate; Insurance Limits: \$1,000,000 each occurrence, ~~\$4,000,000~~ **2,000,000** annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$4,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for ~~six (6) months~~ **two (2) years** after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA ~~and Florida Power & Light Company (FPL)~~ as additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA ~~or FPL~~. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, ~~FPL,~~ **their** its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by JEA.

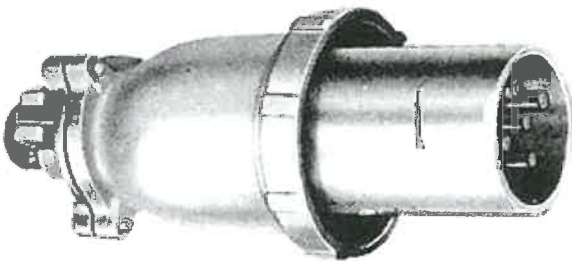
Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Company for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as "Company"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Company shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

Clarification (1):

JEA clarifies the following points:

- 1) Russell Stoll **JPS 2044FR** is the 100 and 200 amp plug that will plug into the sockets on the station. It is 5 wire plug.
See picture below.
- 2) J series Cam Loks are cable connections.
See picture below.

JPS 2044FR



CAM LOKs



Add (3):

JEA provides the following supplier questions and answers.

Supplier Inquiry:

Just to clarify, does each machine require one each cord and plug type?

See revised technical specification contained in [Change \(1\)](#).

Supplier Inquiry:

What is the voltage requirement for the cord so the proper plugs can be sourced?

JEA Response: 600 V (240, 480 volt service)

Supplier Inquiry:

Will each 50' section of cable require one end to be bare for lug termination at generator and the other to have specified plug end?

JEA Response: This question is unclear as worded. Please reword if an answer is still needed.

Supplier Inquiry:

What sex type plug per cord?

JEA Response: Female

Supplier Inquiry:

Are all 100A and all 200A plug ends to be the same sex?

JEA Response: Yes

Supplier Inquiry:

Do we need to enter our company's information into your preferred vendor data base to be considered?

JEA Response:

This is not a requirement for this Solicitation.

Supplier Inquiry:

Will a 56kw work in lieu of 60kw?

JEA Response: No, the next larger size would be preferable.

Supplier Inquiry:

What data points would customer like monitored remotely?

JEA Response: Remote monitoring will include at least GPS and Fuel level

Supplier Inquiry:

What are JEA's PM Requirements?

JEA Response:

The Vendor will provide monthly maintenance, tests and inspections to include:

- a. Test run engine and bring to operating temperature.
- b. Inspect engine, generator, engine starting and charging system.
- c. All emergency shut-down switches, belts, hoses, and battery.

- d. Refill and or top off any fluid in engine, cooling system, or battery,
- e. Clean around engine-generator or engine driven pump, general house cleaning.
- f. Record and provide to JEA hour meter reading
- g. Inspect or provide proof of inspection of the trailer meeting all regulatory and FDOT requirements

Supplier Inquiry:

What are the runtime requirements for onboard fuel capacity?

JEA Response: There is no required runtime as unit base tanks are designed by manufacturer.

Supplier Inquiry:

Will JEA accept generators load banked 30 days prior to the contract being awarded and/or 30 days after the bid is awarded to complete the load banking?

JEA Response: Load bank certification will be accepted dated April 1, 2017 to delivery on June 1, 2017.

Supplier Inquiry:

Can bid / award be separated by size instead of one complete package?

JEA Response: No

Supplier Inquiry:

Based on the request of 24/7 access to the equipment, does this mean JEA wants a key to all of the locations? Or met onsite by the vendor within a designated time frame? If the later, what is that time frame?

JEA Response: JEA must be able to access each unit 24/7 or if bidder is not going to grant JEA 24/7 access, we must be able to notify bidder 24/7 with no delay and then be able to get access to all units within ONE hour.

Supplier Inquiry:

Please confirm the following:

1. Requirement is based on KW and not KVA
JEA Response: All units base on KW
2. All units are required to be Trailer Mounted
JEA Response: Confirmed.
3. All units are required to be pintle hitch
JEA Response: Confirmed.
4. JEA will handle voltage selection
JEA Response: Confirmed.
5. JEA will verify phase rotation upon hook up
JEA Response: Confirmed.

Supplier Inquiry:

How are exceptions to terms and conditions handled?

JEA Response: See [Add \(2\)](#):

Per the Alternate Provisions language, any exceptions to our commercial terms will be addressed when we get to the contract phase.

Supplier Inquiry:

What type of pin connector is required for trailer lights?

JEA Response: Seven (7) pin.

****** Bidder shall acknowledge this Addendum on the Response Form******



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2017

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 Aon Risk Services Northeast, Inc. 1660 W. 2nd Street, Suite 650 Cleveland, OH 44113	CONTACT NAME: A. I. King Insurance Agency, Inc. PHONE (A/C, No, Ext): 317-841-6004 E-MAIL ADDRESS: richard@aikinginsurance.com	FAX (A/C, No): 317-841-6006
	INSURER(S) AFFORDING COVERAGE	
INSURED Cummins Inc. 500 Jackson Street Mail Code 60805 Columbus IN 47201-6258	INSURER A: Old Republic Insurance Company NAIC # 24147	
	INSURER B: Lexington Insurance Company 19437	
	INSURER C: Ace American Insurance Company 22667	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 35146737

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	MWZY 302202-16	12/1/2016	12/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Phy Damage	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	MWTB 308552	12/1/2016	12/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ Self Insured
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	62785312	12/1/2016	12/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N/A	MWC 308551 00	12/1/2016	12/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input type="checkbox"/> Property <input type="checkbox"/> Leased/Rented Equipment		FAZD38483018 FAZD38483018	8/1/2016 8/1/2016	8/1/2017 8/1/2017	Limit: \$10,000,000 Special Form including Earthquake & Flood Limit: \$25,000,000

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

JEA and Florida Power and Light Company are named as an additional insureds on all coverage except Workers' Compensation as per written contract. A waiver of Subrogation applies to all policies shown above as per written contract.

CERTIFICATE HOLDER**CANCELLATION**

JEA
 21 West Church Street
 Jacksonville FL 32202

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

Richard Trakimas

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Endorsement #24

This endorsement, effective 12:01 A.M. 1st December, 2016 forms a part of Policy No. 62785312

issued to: **Cummins Inc.**

by: **AIG Europe Limited**

Commercial Umbrella Liability Policy with CrisisResponse[®]

Policy Amendment Endorsement

It is hereby understood and agreed that **Section VII. DEFINITIONS**, Paragraph M. is amended to include the following additional subparagraph:

8. Any person or organization to whom you become obligated to include as an additional **Insured** under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations, including **Your Work** and **Your Product**, or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
 - a. The coverages and Limits of Insurance of this policy, or
 - b. The coverage and Limits of Insurance required by said contract or agreement.

However, no such person or organization is an **Insured** by virtue of this provision 8. of this Paragraph M. of Section VII. if such person or organization is a partnership, joint venture or limited liability company of which the **Named Insured** is a partner or member, or is a partner or member of such partnership, joint venture or limited liability company.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (In States where applicable)



POLICY NUMBER: MWC 308551 00

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

ALL PERSONS OR ORGANIZATIONS WHERE REQUIRED BY WRITTEN CONTRACT.

NOT APPLICABLE IN TX AND UT

DATE OF ISSUE: 12-1-16

Policy Number: MWC 30855100. Effective: 12-1-2016 through 12-1-2017

© 1983 National Council on Compensation Insurance.

POLICY NUMBER: MWC 308551 00

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

ALL PERSONS OR ORGANIZATIONS WHERE REQUIRED BY WRITTEN CONTRACT.

DATE OF ISSUE: 12-1-16

Policy Number: MWC 30855100 Effective: 12-1-2016 through 12-1-2017

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THIS FORM APPLIES IN STATES WHICH USE: CA 00 01 (03-10)

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

Only those Persons or Organizations for whom you are required to waive your rights of recovery under the terms of a written contract.

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

The Transfer Of Rights Of Recovery Against Others To Us Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

PCA 024 03 06