

# SAMPLE ONLY-DRAINAGE FACILITY & WATERWAY

ISSUE DATE (MM/DD/YY)

## CERTIFICATE OF INSURANCE

PRODUCER  INSURANCE COMPANY NAME ADDRESS CITY, STATE, ZIP CODE	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">COMPANIES AFFORDING COVERAGE</th> </tr> <tr> <td style="width: 50%;">COMPANY LETTER A</td> <td style="width: 50%;"></td> </tr> <tr> <td>COMPANY LETTER B</td> <td></td> </tr> <tr> <td>COMPANY LETTER C</td> <td></td> </tr> <tr> <td>COMPANY LETTER D</td> <td></td> </tr> <tr> <td>COMPANY LETTER E</td> <td></td> </tr> </table>	COMPANIES AFFORDING COVERAGE		COMPANY LETTER A		COMPANY LETTER B		COMPANY LETTER C		COMPANY LETTER D		COMPANY LETTER E	
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**COVERAGES**  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE(MM/DD/YY)	POLICY EXP. DATE(MM/DD/YY)	LIMITS
<input type="checkbox"/> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT. <input type="checkbox"/>	GENERAL LIABILITY OR				GENERAL AGGREGATE <span style="float: right;"><b>\$4,000,000</b></span>
					PRODUCTS-COMP/OP AGG. <span style="float: right;"><b>\$2,000,000</b></span>
					PERSONAL & ADV. INJURY <span style="float: right;"><b>\$2,000,000</b></span>
					EACH OCCURRENCE <span style="float: right;"><b>\$2,000,000</b></span>
					FIRE DAMAGE (ANY ONE FIRE) <span style="float: right;"><b>NA</b></span>
					MED. EXPENSE(ANYONE PERSON) <span style="float: right;"><b>NA</b></span>
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT <span style="float: right;"><b>\$2,000,000</b></span>
					BODILY INJURY (PER ACCIDENT)
					PROPERTY DAMAGE
<input type="checkbox"/> <input type="checkbox"/>	EXCESS LIABILITY				EACH OCCURRENCE
					AGGREGATE
WORKER' COMPENSATION AND EMPLOYER'S LIABILITY					X STATUTORY LIMITS
					EACH ACCIDENT <span style="float: right;"><b>\$500,000</b></span>
					DISEASE - POLICY LIMIT <span style="float: right;"><b>\$500,000</b></span>
					DISEASE - EACH EMPLOYEE <span style="float: right;"><b>\$500,000</b></span>
OTHER:					GENERAL AGGREGATE
					EACH OCCURRENCE

CGL Policy is endorsed to include Union Pacific Railroad as Additional Insured as required by agreement.  
 CGL Policy is endorsed to include "Contractual Liability Railroads" as required by agreement.  
 Auto Liability Policy is endorsed to include "Certain Operations In Connection With Railroads" as required by agreement.  
 Auto Liability Policy is endorsed to include Union Pacific Railroad as Additional Insured as required by agreement.  
 Punitive damages (one of the following statements must be included):  
 1. Policies are silent concerning punitive damages.  
 2. Insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement.  
 3. All punitive damages are prohibited by all states in which this agreement will be performed.  
 Workers' Compensation Policy is endorsed waiving subrogation for Workers' Compensation and Employers Liability in favor of Union Pacific Railroad.  
 Railroad Protective Liability as required by agreement with Railroad as named insured with limits of not less than \$2.0 million per occurrence and an aggregate of \$6.0 million. A binder stating policy is in place must be provided to Railroad until policy is forwarded to Railroad.

CERTIFICATE HOLDER	CANCELLATION
UNION PACIFIC RAILROAD CO Real Estate Department ATT: <@<Contract Administrator>@> 1400 Douglas St STOP 1690 OMAHA, NE 68179-1690	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE  <div style="text-align: right;">ACCORD CORPORATION 1990.</div>
ACCORD 2S-3(7/90)	