C-17-0712

FIRST AMENDMENT TO ENGINEERING AGREEMENT FOR BRIDGE & ROADWAY CONSTRUCTION DOCUMENTS FOR COUNTY BRIDGE C-55-C-91

THIS AMENDMENT entered into this _____ day of _____, 2017, by and between the firm of **Mainelli Wagner & Associates**, hereinafter referred to as the **"ENGINEER"**, and Lancaster County, hereinafter referred to as the **"COUNTY"**. Collectively the County and the Engineer may be referred to as "the Parties."

WHEREAS, on December 13, 2016, the Parties previously entered into a contract for professional engineering services for the finalizing of roadway plans and incorporating the bridge plan set into the final package for Bridge Replacement Project No. C-55-C-91, under County Contract No. C-16-0711 ("the Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to add additional engineering services as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Agreement, the Parties hereto agree as follows:

- 1. Section I of the Agreement shall be amended by inserting the following additional engineering services within the ENGINEER's Scope of Work:
 - a. Responding to comments from the EPA and NG&P.
 - b. Updating the Wetland delineation per the Army Corps of Engineers direction.
 - c. Prepare a detailed alternatives matrix quantifying costs, channel impacts, wetland impacts, etc.
 - d. Explaining the purpose of the quad pipes east of the bridge.
 - e. Prepare an addendum with all responses and submit to the County for review.
 - f. Upon County approval, submit response to Army Corps of Engineers.
 - g. If the Army Corps of Engineers require an additional response, the Parties may evaluate the need for a further amendment.
- 2. Section II.A of the Agreement shall be amended by inserting the following:
 - a. The ENGINEER will complete the additional engineering services provided for in the First Amendment to the Agreement on or before October 23, 2017.
- 3. Section VI of the Agreement shall be amended by inserting the following:
 - a. For the additional engineering services provided for in the First Amendment to the Agreement, COUNTY shall pay ENGINEER in an amount not to exceed \$8,172.50. The additional engineering services provided for in the First Amendment to the Agreement shall be billed on an hourly basis, and shall be invoiced at the conclusion of each calendar month during the term of the Agreement, as amended. ENGINEER'S hourly billing for these additional engineering services provided for in the First Amendment to the Agreement shall

be as provided in Attachment A, which is attached hereto and incorporated herein by this reference.

- 4. All other terms and conditions of the Agreement not in conflict with this Amendment, shall remain in force and effect.
- 5. This Amendment shall be binding upon the Parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

EXECUTED this $2 \frac{2}{2}$ day of _	August	, 2017, by the ENGINEER.
		By:
		Name: Wagner
		Title: Vice President

EXECUTED this _____ day of _____, 2017, by the COUNTY.

By:

Name: _____

Title: Chair, Lancaster County Board of Commissioners

APPROVED AS TO FORM this _____ day of _____, 2017

Deputy County Attorney for Joe Kelly County Attorney

-



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/24/2017

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA' BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	SUR	ANCI THE (R NEGATIVELY AMEND, E DOES NOT CONSTITU CERTIFICATE HOLDER.	, EXTE	ND OR ALT	ER THE CO	OVERAGE AFFORDED THE ISSUING INSURER	BY THI R(S), Al	E POLICIES JTHORIZED
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PRODUCER				CONTA NAME:	CT	·			
The Harry A. Koch Co. P.O. Box 45279					o, Ext): 402-8	61-7000	FAX		
Omaha NE 68145-0279				E-MAIL ADDRE	o, Ext): 102 0	017000	(A/C, No):		
				ADDRE			RDING COVERAGE		
				INCLIDE			Insurance Company		NAIC # 23787
INSURED									19100
Mainelli Wagner & Associates, Inc.									42587
6920 Van Dorn St., Ste. A									37885
Lincoln NE 68506				INSURE		olarly moure			37000
				INSURE					
COVERAGES CER	TIF	CAT	E NUMBER: 1565172223	-			REVISION NUMPER.		
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INSR LTR TYPE OF INSURANCE		WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
C X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	Y	ACPGLDO3016847255		11/1/2016	11/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000, \$300,00	
							MED EXP (Any one person)	\$5,000	
				- 1			PERSONAL & ADV INJURY	\$1,000,	000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000,	000
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OTHER:								\$	
	Y	Y	ACPBAA3016847255		11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,	000
X ANY AUTO							BODILY INJURY (Per person)	\$	
AUTOS ONLY AUTOS							BODILY INJURY (Per accident)	\$	
X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
D. M. Harrison and State								\$	
B X UMBRELLA LIAB X OCCUR	Y	Y	ACPCAA3016847255	l i	11/1/2016	11/1/2017	EACH OCCURRENCE	\$5,000,0	000
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$5,000,0	000
A WORKERS COMPENSATION	_							\$	
AND EMPLOYERS' LIABILITY		Y	ACPWC3016847255		11/1/2016	11/1/2017	X PER OTH- STATUTE ER		
OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$1,000,0	000
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$1,000,0	000
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$1,000,0	000
D A/E Profess Liab. Claims Made Basis			DPR9913586		4/23/2017			Ea.Claim Aggregat	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Lancaster County is additional insured for general liability if required by written contract executed prior to loss. Primary & noncontributory status is governed by the terms & conditions of the insurance policies of all parties to the contract. Waiver of Subrogation applies for general liability and workers compensation if required by written contract executed prior to loss.									
CERTIFICATE HOLDER				CANCE		10 day notic	e of cancellation		
Lancaster County 555 S. 10th Street Lincoln NE 68508				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
			Ā	AUTHOR	ZED REPRESEN	TATIVE			
			1	TA	hindle	Inc	-		
					© 198	8-2015 ACC	RD CORPORATION. A	ll right	s reserved.

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AC	ORD
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/2/2016

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	IVEL SURA	Y OF	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALTI	ER THE CO	VERAGE AFFORDED	вү тне	E POLICIES	
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	to the	cent	incate holder in lieu of su	CONTA NAME:	CT	•				
The Harry A. Koch Co.						1 7000	FAX			
P.O. Box 45279				(A/C, No E-MAIL	o, Ext): 402-86	1-7000	(A/C, No	:		
Omaha NE 68145-0279				ADDRE	SS:					
							RDING COVERAGE		NAIC #	
							Insurance Company		23787	
INSURED				INSURER B : AMCO Insurance Company 19100						
Mainelli Wagner & Associates, Inc.				INSURER C :XL Specialty Insurance Co 37885						
6920 Van Dorn St., Ste. A Lincoln NE 68506				INSURE	R D: Deposito	ors Insuranc	ce Company		42587	
				INSURE	RE:					
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COVERAGES CER	TIFIC	CATE	ENUMBER: 955890432				REVISION NUMBER:			
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D X COMMERCIAL GENERAL LIABILITY	Y	Y	ACPGLDO3016847255		11/1/2016	11/1/2017	EACH OCCURRENCE	\$1,000	0,000	
CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,0	000	
							MED EXP (Any one person)	\$5,000)	
							PERSONAL & ADV INJURY	\$1,000	0.000	
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OWNED AUTOS ONLY AUTOS							BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ (Per accident) \$			
X HIRED AUTOS ONLY X AUTOS ONLY										
B X UMBRELLA LIAB X OCCUR	Y	Y	ACPCAA3016847255	-	11/1/2016	11/1/2017	EACH OCCURRENCE \$5,000,),000	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$5,000),000	
DED RETENTION \$								\$		
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	ACPWC3016847255		11/1/2016	11/1/2017	PER OTH- STATUTE ER			
							E.L. EACH ACCIDENT	\$1,000	0,000	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	J., , , , ,						E.L. DISEASE - EA EMPLOYE	E \$1,000	0,000	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT			
C A/E Profess Liab.					5/3/2016	5/3/2017	\$1,000,000	Ea.Clai	m	
Claims Made Basis RR Protective							\$2,000,000/\$6,000,000			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Lancaster County is additional insured for general liability if required by written contract executed prior to loss. Primary & noncontributory status is governed by the terms & conditions of the insurance policies of all parties to the contract. Waiver of Subrogation applies for general liability and workers compensation if required by written contract executed prior to loss.										
CERTIFICATE HOLDER				CANC		10 dav noti	ce of cancellation			
				UANU						
Lancaster County 555 S. 10th Street Lincoln NE 68528			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
					© 19	88-2015 AC	ORD CORPORATION.	All rig	hts reserved.	

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT INCLUDING MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Lost Key Coverage

 Under Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

- Limit of Insurance The most we will pay for "loss" arising out of any one "occurrence" is \$ 10,000.
- Section V Definitions the following is added:

"Loss" means unintentional physical damage or destruction to tangible property, including theft or disappearance. Tangible property does not include money or securities.

B. Voluntary Property Damage

1. Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, coverage is extended to include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

- Limit of Insurance The most we will pay for "loss" arising out of any one "occurrence" is \$1500.
- For the purpose of this extended coverage the following definition is added to Section V – Definitions:

"Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

C. Non-Owned Watercraft

Under Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, exclusion g. Aircraft, Auto Or Watercraft Paragraph (2) (a) is replaced with:

(a) Less than 51 feet long; and

D. Expanded Property Damage Coverage

- 1. For the purposes of this endorsement only:
 - Section I Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, exclusion j. Damage to Property is amended as follows:
 - a. Paragraphs .(3), (5), and (6) are deleted in their entirety.
 - **b.** Paragraph (4) is deleted in its entirety and replaced with:
 - (4) Personal property in the care custody or control of the insured:
 - (a) for storage or sale at premises you own, rent or occupy; or
 - (b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.
 - c. The coverage provided by this endorsement does not apply to "property damage":
 - Arising out of the disappearance or loss of use of personal property; or
 - (2) Included in the "products-completed operations hazard".

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- 2. Limit of Insurance The most we will pay for "property damage" provided by this coverage in any one "occurrence" is \$5,000.
- Deductible Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

We will pay the deductible amount to effect settlement of any claim or 'suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.

This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

E. Damage To Premises Rented To You

 Under Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, the last paragraph of 2. Exclusions is replaced with:

If **Damage to Premises Rented to You** is not otherwise excluded, exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

- 2. Under Section III Limits Of Insurance, paragraph 6 is replaced with:
 - 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$300,000.
- 3. Under Section IV Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance (1) (a) (ii) is replaced with:
 - (ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under Section I – Coverages, Supplementary Payments – Coverages A and B paragraphs 1.b and 1.d. are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. Newly Formed And Acquired Organizations Under SECTION II – WHO IS AN INSURED paragraph 3.a. is replaced with:

- 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;
- H. Additional Insured Automatic Status When Required In An Agreement Or Contract With You

Section II - Who is An Insured is amended to:

- Any person(s) or organization(s) described in Paragraph 2. below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.
- 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:

a. Lessors of Leased Equipment – with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

Page	2	of	5
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However, their status as additional insured under this policy ends when their lease, contract or agreement with you for such leased equipment expires.

b. Managers or Lessors of Premises with respect to liability arising out of the ownership, maintenance or use of that part of the premises you own, rent, lease or occupy.

This insurance does not apply to:

- Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

- c. State or Political Subdivision -Permits Relating to Premises - with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies.
 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs. awnings. canopies, cellar entrances, coal holes. driveways. manholes. marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (2) The construction, erection. or removal of elevators; or
 - (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "productscompleted operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

- d. Owners, Lessees, or Contractors with respect to liability for"bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or survey services, including:
 - (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders or drawings and specifications: or
 - (b) Supervisory, inspection, architectural or engineering activities. 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 the rendering of, or failure to render, any professional, architectural, engineering or surveying services.
- (2) "Bodily injury" or "property damage" occurring after:

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- (a) 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
- (b) 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.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insureds **a. – d.** described above:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 3. Primary and Noncontributory Other Insurance Conditions

The following is added to the **Other Insurance** Condition and supersedes any provisions to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (a) The additional insured is a Named Insured under such other insurance; and
- (b) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Employee Bodily Injury To Another Employee
 Under Section II – Who Is An Insured The following is added to paragraph 2.a.(1):

Paragraphs 2.a.(1) (a), (b) and (c) do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

J. Broad Form Named Insured

Under **Section II – Who Is An Insured** The following is added to paragraph **2.**:

Any business entity incorporated or e. organized under the laws of the United State of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

K. Aggregate Limit Per Location

Under Section III – Limits Of Insurance, the following is added to paragraph 2:

The General Aggregate Limit under Section III Limits of Insurance applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

L. Aggregate Limit Per Project

Under Section III – Limits Of Insurance The following paragraph is added to paragraph 2:

The General Aggregate Limit under Section III Limits of Insurance applies separately to each of your construction projects away from premises owned by or rented to you.

M. Medical Payments

Under Section III – Limits Of Insurance, paragraph 7. is replaced with:

- 7. Subject to 5. above, the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if **Coverage C** – **Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

N. Knowledge Of An Occurrence

Under Section IV – Commercial General Liability Conditions, The following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit condition:

- e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- f. The requirements in paragraph b. will not be considered breached unless there is knowledge of occurrence as outlined in paragraph e. above.
- O. Unintentional Failure To Disclose Hazard Under Section IV – Commercial General Liability Conditions, 6. Representations the following paragraph is added:
 - d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all

hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

P. Waiver Of Subrogation

Under Section IV – Commercial General Liability Conditions, 8. Transfer of Rights of Recovery Against Others to Us the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization 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 hazards".

Q. Liberalization

Under Section IV – Commercial General Liability Conditions, 10. Liberalization the following paragraph is added:

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

R. Broadened Bodily Injury Definition (Mental Anguish)

Under Section V – Definitions definition 3. Is replaced with:

 "Bodily injury" means physical injury, sickness or disease to a person and, if arising out of the foregoing, mental anguish, mental injury, shock or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A WRITTEN CONTRACT WHERE A CONDITION OF THIS CONTRACT REQUIRES YOU TO OBTAIN THIS AGREEMENT.

THIS ENDORSEMENT IS EFFECTIVE ONLY WHERE PERMITTED BY STATUTE OR REGULATION.

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 Effective Policy No. Endorsement No. Insured Premium

Insurance Company

Countersigned by ____

WC 00 03 13

(Ed. 04-84)

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