

AMENDMENT TO CONTRACT
Annual Requirements
Motor Grader Snow Removal Services for Lancaster County
Bid No. 15-224
Lancaster County
Renewal
Gana Trucking & Excavating

This Amendment is hereby entered into by and between Gana Trucking & Excavating, 2200 West Panama Road, Martell, NE 68404 (hereinafter "Contractor") and Lancaster County, (hereinafter "County"), for the purpose of amending the Contract dated November 17, 2015, under County Contract No. C-15-0599, for Annual Requirements - Motor Grader Snow Removal Services for Lancaster County, Bid No. 15-224, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is November 17, 2015 through November 16, 2016, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by County Contract C-16-0675 executed by the County Board on November 22, 2016 to renew the contract for an additional one (1) year term from November 17, 2016 through November 16, 2017; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning November 17, 2017 through November 16, 2018; and

WHEREAS, "Contracted Vendors" shall mean all vendors who contract or who have contracted with Lancaster County pursuant to Bid No. 15-224 for Annual Requirements - Motor Grader Snow Removal Services for Lancaster County; and

WHEREAS, "Contracts" shall mean the collective contracts entered into between Lancaster County and the Contracted Vendors pursuant to Bid No. 15-224 for Annual Requirements - Motor Grader Snow Removal Services for Lancaster County; and

WHEREAS, the expenditures for the Lancaster County Engineering Department for the term of this renewal shall not exceed \$45,000.00 for Contracts without approval by the Lancaster County Board of Commissioners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in County Contract No. C-15-0599, and stated herein the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning November 17, 2017 through November 16, 2018.
- 2) "Contracted Vendors" shall mean all vendors who contract or who have contracted with Lancaster County pursuant to Bid No. 15-224 for Annual Requirements - Motor Grader Snow Removal Services for Lancaster County.
- 3) "Contracts" shall mean the collective contracts entered into between Lancaster County and the Contracted Vendors pursuant to Bid No. 15-224 for Annual Requirements - Motor Grader Snow Removal Services for Lancaster County.
- 4) The expenditures for the Lancaster County Engineering Department for the term of this renewal shall not exceed \$45,000.00 for Contracts without approval by the Lancaster County Board of Commissioners.

- 5) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

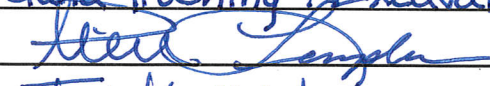
Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

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Bid No. 15-224
Lancaster County
Renewal
Gana Trucking & Excavating

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
Attn: Brianne Crooks
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: BCrooks@lincoln.ne.gov

Company Name:	Gana Trucking & Excavating, Inc.
By: (Please Sign)	
By: (Please Print)	TIM LEMPKA
Title:	Project Manager
Company Address:	2200 W. Panama Rd, Martell, NE 68404
Company Phone & Fax:	402-794-5000 / 402-794-5002
E-Mail Address:	timL@ganatrucking.com
Date:	9/26/2017
Contact Person for: Service or Orders"	TIM LEMPKA
Contact Phone Number:	402-430-4853

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Requirements
Motor Grader Snow Removal Services for Lancaster County
Bid No. 15-224
Lancaster County
Renewal
Gana Trucking & Excavating**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/28/2016

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 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 UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508		CONTACT NAME: Mary Kent PHONE (A/C. No. Ext): (402) 434-7200 FAX (A/C. No): (402) 434-7272 E-MAIL ADDRESS: mkent@unicogroup.com	
INSURED Gana Trucking and Excavating, Inc. 2200 West Panama Rd. Martell NE 68404		INSURER(S) AFFORDING COVERAGE INSURER A :BITCO INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER:16/17 GL,AU,UMB,WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CLP3643377	10/3/2016	10/3/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAP3643378	10/3/2016	10/3/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2811872 EXS0134413	10/3/2016 10/3/2016	10/3/2017 10/3/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Excess Limit \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3643376	10/3/2016	10/3/2017	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Lincoln, Lancaster County & Lincoln-Lancaster County Public Bldg Commission are additional insureds

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln Lancaster County Lincoln-Lancaster County Public Bldg Comm 555 South 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. AUTHORIZED REPRESENTATIVE Chad Ideus/MRO
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COMMENTS/REMARKS

waiver of subrogation endorsements as required by written contract with the named insured prior to a loss.
Umbrella Liability follows form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LAND IMPROVEMENT CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an in the box next to the caption of such provision.

- | | |
|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension | M. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage -- Ongoing Operations | N. <input checked="" type="checkbox"/> Fellow Employee Coverage |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation | O. <input checked="" type="checkbox"/> Property Damage to the Named Insured's Work |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal | P. <input checked="" type="checkbox"/> Care, Custody or Control |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards | Q. <input checked="" type="checkbox"/> Electronic Data Liability Coverage |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment | R. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage | S. <input checked="" type="checkbox"/> Automatic Additional Insureds -- Managers or Lessors of Premises |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination | T. <input checked="" type="checkbox"/> Automatic Additional Insureds -- State or Governmental Agency or Political Subdivisions -- Permits or Authorizations |
| I. <input checked="" type="checkbox"/> Liquor Liability | U. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage -- Completed Operations |
| J. <input checked="" type="checkbox"/> Broadened Conditions | V. <input checked="" type="checkbox"/> Additional Insured -- Engineers, Architects or Surveyors |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds -- Equipment Leases | |
| L. <input checked="" type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts | |

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED**:

The last full paragraph which reads as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, 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
2. The acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

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:

1. 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.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent, or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item **8.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

- 8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
 - b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

- A.2.b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

- 9. WHEN WE DO NOT RENEW**

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS**, is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS, is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2. Exclusions** of **SECTION I, COVERAGE B**, is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your employees' direction or with your, your agents or your employees' knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured; or

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of SECTION I, COVERAGE A, is deleted.

J. BROADENED CONDITIONS

Items 2.a. and 2.b. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, are deleted and replaced with the following:

2. Duties in The Event Of Occurrence, Offense, Claim Or Suit:

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
- (2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item 2.a. is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

2.a. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs 2.a., 2.b., and 2.c. However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSURED - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured; or
 - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item 9. of **SECTION V - DEFINITIONS**, is deleted and replaced with the following.

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE**.

- A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The 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 "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 Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage 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 Construction Project General Aggregate Limit.
- B.** For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:
1. 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 Construction Project General Aggregate Limit.
- C.** 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 Construction Project General Aggregate Limit.
- D.** If a 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 be applicable.

N. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED**, is deleted and replaced with the following:

- 2.a. (1)(a)** To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

O. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK

Exclusion I of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

I. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operation hazard."

This exclusion applies only to that portion of any loss in excess of \$50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

P. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

- 2.j.4** Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions:

- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
- (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
- (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
- (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereof, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.

- (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

Q. ELECTRONIC DATA LIABILITY COVERAGE

1. **Exclusion 2.p. Electronic Data of SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.p. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

2. The following definition is added to **SECTION V – DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

R. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multi-family housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

S. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

SECTION II - WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. 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 additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

T. AUTOMATIC ADDITIONAL INSUREDS - STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS - PERMITS OR AUTHORIZATIONS

SECTION II - WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

U. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE - COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

V. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, 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
2. The acts or omissions of those acting on your behalf, in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

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 FOR WHOM YOU ARE PERFORMING OPERATIONS IF YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED TO A WAIVER OF SUBROGATION IN A WRITTEN CONTRACT OR AGREEMENT SIGNED BY YOU AND ALL OTHER PARTIES TO THAT WRITTEN CONTRACT OR AGREEMENT PRIOR TO ANY LOSS FOR WHICH A WAIVER IS REQUIRED

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
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED		POLICY NUMBER
GANA TRUCKING & EXCAVATION, INC.		CLP 3 643 377
GU-3076	(04/16)	PRIVACY STATEMENT
GU-4320	(05/04)	ADVISORY NOTICE TO POLICYHOLDERS
GU-4871	(04/16)	POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE
GU-5066	(08/16)	POLICYHOLDER NOTICE
GU-2368	(04/16)	AUDIT INFORMATION
GU 2510	(06/96)	QUICK REFERENCE - COMMERCIAL GENERAL LIABILITY COVERAGE PART
GU-2990	(05/00)	FLOOD INSURANCE NOTICE
GOX 2278	(12/92)	SCHEDULE OF NAMED INSURED
GOX 2281	(12/92)	SCHEDULE OF PREMISES LOCATIONS
GOX 2279	(12/92)	SCHEDULE OF FORMS AND ENDORSEMENTS
GOX-2287CM	(01/93)	MANUSCRIPT ENDORSEMENT
CLP-2584	(04/16)	COMMERCIAL LINES POLICY DECLARATIONS
IL 00 17	(11/98)	COMMON POLICY CONDITIONS
IL 00 21	(05/02)	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL 01 22	(09/07)	NEBRASKA CHANGES - ACTUAL CASH VALUE
IL 01 59	(09/07)	NEBRASKA CHANGES - FRAUD OR MISREPRESENTATION
IL 01 64	(07/02)	NEBRASKA CHANGES - APPRAISAL
IL 02 59	(09/07)	NEBRASKA CHANGES - CANCELLATION AND NONRENEWAL
IL 09 35	(07/02)	EXCLUSION OF CERTAIN COMPUTER RELATED LOSSES
IL 09 53	(01/15)	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
GL-2438-PKG	(04/16)	COMMERCIAL GENERAL LIABILITY DECLARATIONS
GOX-2446	(07/95)	COMMERCIAL GENERAL LIABILITY SCHEDULE
GOX-2446	(07/95)	COMMERCIAL GENERAL LIABILITY SCHEDULE
GOX-2446	(07/95)	COMMERCIAL GENERAL LIABILITY SCHEDULE
CG 00 01	(04/13)	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 21 42	(12/04)	EXCLUSION - EXPLOSION, COLLAPSE AND UNDERGROUND PROPERTY DAMAGE HAZARD (SPECIFIED OPERATIONS)
GL 687c	(01/86)	EXCLUSION (DISMANTLING, DEMOLITION, WRECKING OR SALVAGE OPERATIONS)
GL-2784	(09/11)	EXTENDED LIABILITY COVERAGE
GL-3088	(09/11)	LAND IMPROVEMENT CONTRACTORS EXTENDED LIABILITY COVERAGE
L 1751b	(09/14)	EXCLUSION (ASBESTOS)
L2399B	(10/01)	LIMITED POLLUTION COVERAGE - "WORK SITES"
L 2474a	(02/99)	EXCLUSION - LEAD
CG 03 00	(01/96)	DEDUCTIBLE LIABILITY INSURANCE
CG 04 35	(12/07)	EMPLOYEE BENEFITS LIABILITY COVERAGE
CG 21 47	(12/07)	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 67	(12/04)	FUNGI OR BACTERIA EXCLUSION
CG 21 73	(01/15)	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 21 86	(12/04)	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS
CG 22 34	(04/13)	EXCLUSION - CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS
CG 22 79	(04/13)	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
CG 22 92	(12/07)	SNOW PLOW OPERATIONS COVERAGE
GL-4302	(09/14)	SILICA EXCLUSION
GL-4666	(01/11)	EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY
GOX-2545A	(04/11)	COMMERCIAL PROPERTY SCHEDULE
GOX-2545A	(04/11)	COMMERCIAL PROPERTY SCHEDULE
GOX-2545A	(04/11)	COMMERCIAL PROPERTY SCHEDULE
GOX-2545A	(04/11)	COMMERCIAL PROPERTY SCHEDULE
GOX-2545A	(04/11)	COMMERCIAL PROPERTY SCHEDULE
GOX-2545A	(04/11)	COMMERCIAL PROPERTY SCHEDULE
CP 00 10	(10/12)	BUILDING AND PERSONAL PROPERTY COVERAGE FORM

SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED		POLICY NUMBER
GANA TRUCKING & EXCAVATION, INC.		CLP 3 643 377
CP 00 30	(10/12)	BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
CP 00 90	(07/88)	COMMERCIAL PROPERTY CONDITIONS
CP 10 30	(10/12)	CAUSES OF LOSS - SPECIAL FORM
IM-2750	(07/98)	INLAND MARINE LOSS PAYABLE ENDORSEMENT
IM-2750	(07/98)	INLAND MARINE LOSS PAYABLE ENDORSEMENT
IM-2750	(07/98)	INLAND MARINE LOSS PAYABLE ENDORSEMENT
IM-2750	(07/98)	INLAND MARINE LOSS PAYABLE ENDORSEMENT
IM-2750	(07/98)	INLAND MARINE LOSS PAYABLE ENDORSEMENT
IM-2750	(07/98)	INLAND MARINE LOSS PAYABLE ENDORSEMENT
CP 01 40	(07/06)	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP 2230C	(12/03)	EXTENDED PROPERTY COVERAGE
CP-5000	(01/16)	EQUIPMENT BREAKDOWN COVERAGE
CP 01 24	(07/00)	NEBRASKA CHANGES
CP-4753	(01/13)	NEWLY ACQUIRED PROPERTY AT DESCRIBED PREMISES
IM-2853	(05/00)	BLANKET MOTOR TRUCK CARGO LIABILITY DECLARATIONS
IM-1785	(11/85)	GENERAL PURPOSE INLAND MARINE DECLARATIONS
IM-2854	(05/00)	MOTOR TRUCK CARGO LIABILITY COVERAGE FORM
CM 00 01	(09/04)	COMMERCIAL INLAND MARINE CONDITIONS
CM 01 25	(07/00)	NEBRASKA CHANGES
IM-1302d	(09/93)	EQUIPMENT SCHEDULE AND DEDUCTIBLE
IM-1302d	(09/93)	EQUIPMENT SCHEDULE AND DEDUCTIBLE
IM-0495J	(06/05)	CONTRACTORS' EQUIPMENT COVERAGE - SCHEDULED EQUIPMENT FORM
IM-495-B	(06/05)	CONTRACTORS EQUIPMENT COMBINATION ENDORSEMENT
IM-1351C	(06/05)	RENTAL REIMBURSEMENT ENDORSEMENT
IM-1615C	(07/05)	CONTRACTORS EQUIPMENT LEASED, BORROWED OR RENTED FROM OTHERS
IM-3012	(05/00)	MOTOR TRUCK CARGO BLANKET ENDORSEMENT
IM-4412	(06/05)	SCHEDULE OF COVERAGES, SPECIAL PROPERTY FLOATER
IM-628B	(05/05)	SPECIAL PROPERTY FLOATER COVERAGE FORM
MAN-CO	(01/02)	MANUSCRIPT ENDORSEMENT
MAN-CO	(01/02)	MANUSCRIPT ENDORSEMENT
MAN-CO	(01/02)	MANUSCRIPT ENDORSEMENT

SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED		POLICY NUMBER
GANA TRUCKING & EXCAVATION, INC.		WC 3 643 376
RC-1382	(04/16)	SAFETY SERVICES
GU-2368	(04/16)	AUDIT INFORMATION
GU-3076	(04/16)	PRIVACY STATEMENT
GU-4320	(05/04)	ADVISORY NOTICE TO POLICYHOLDERS
GU-4873	(04/16)	POLICYHOLDER NOTICE - NOTICE OF TERRORISM INSURANCE COVERAGE
P-419	(04/16)	TO THE INSURED - INSTRUCTIONS FOR REPORTING WORKERS COMPENSATION CLAIMS
WC-2198	(09/14)	NOTICE OF ELECTION TO ACCEPT OR REJECT AN INSURANCE MEDICAL BENEFITS DEDUCTIBLE FOR NEBRASKA WORKERS' COMPENSATION
WC 540-NE	(04/16)	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE
GOX-2278WK	(12/92)	SCHEDULE OF NAMED INSURED
GOX 2279	(12/92)	SCHEDULE OF FORMS AND ENDORSEMENTS
WC 2308	(05/93)	WORKERS COMPENSATION SCHEDULE
WC 2308	(05/93)	WORKERS COMPENSATION SCHEDULE
WC 00 00 00C	(01/15)	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 03 10	(04/84)	SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT
MAN-WK	(01/93)	MANUSCRIPT ENDORSEMENT
MAN-WK	(01/93)	MANUSCRIPT ENDORSEMENT
MAN-WK	(01/93)	MANUSCRIPT ENDORSEMENT
WC 00 03 13	(04/84)	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC 00 04 04	(04/84)	PENDING RATE CHANGE ENDORSEMENT
WC 00 04 06	(03/85)	PREMIUM DISCOUNT ENDORSEMENT
WC 00 04 21D	(01/15)	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
WC 00 04 22B	(01/15)	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
PC 340g	(10/09)	PARTICIPATING ENDORSEMENT (WORKERS COMPENSATION POLICIES)
WC 00 03 02	(04/84)	DESIGNATED WORKPLACE EXCLUSION ENDORSEMENT
WC 00 04 14	(07/90)	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC 00 04 19	(01/01)	PREMIUM DUE DATE ENDORSEMENT
WC 26 04 02	(01/95)	NEBRASKA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT
WC 26 06 01C	(07/96)	NEBRASKA CANCELTION AND NONRENEWAL ENDORSEMENT
GOX-2287CN	(01/93)	MANUSCRIPT ENDORSEMENT