

AMENDMENT TO CONTRACT
Snow & Ice Removal - City and County Facilities
Bid No. 16-181
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
LeGrande Excavating, Inc

This Amendment is hereby entered into by and between LeGrande Excavating, Inc, PO Box 22639, Lincoln, NE 68542 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated December 16, 2016 executed under City Executive Order No. 90181, and County Contract C-16-0701, dated December 13, 2016, and executed by the City of Lincoln-Lancaster County Public Building Commission, on December 13, 2016, for Annual Services - Snow & Ice Removal - City and County Facilities, Bid No. 16-181, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract December 16, 2016 through December 15, 2017, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Executive Order No. 91324, executed by the City on December 6, 2017, and by County Contract C-17-0896 executed by the County Board on November 21, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission on December 12, 2017, to renew the contract for an additional one (1) year term from December 16, 2017 through December 15, 2018; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning December 16, 2018 through December 15, 2019; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$25,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$35,000.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$10,000.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 90181 and County Contract C-16-0701, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning December 16, 2018 through December 15, 2019.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$25,000.00 without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$35,000.00 without approval by the Lancaster County Board.

- 4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$10,000.00 without approval by the Public Building Commission.
- 5) All other terms of the Contract, not in conflict with this Amendment, shall remain in 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

City of Lincoln Signature Page

Lancaster County Signature Page

City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
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Bid No. 16-181
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
LeGrande Excavating, Inc**

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:	LeGrande Excavating
By: (Please Sign)	<i>Tom French</i>
By: (Please Print)	Tom French
Title:	Project Manager
Company Address:	7601 South 1st. Street Lincoln, Nebraska 68512
Company Phone & Fax:	phone 402-423-4076 / fax 402-423-5370
E-Mail Address:	legrane.excavating@gmail.com
Date:	11/12/18
Contact Person for Orders or Service	Tom French
Contact Phone Number:	402-540-6108

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Snow & Ice Removal - City and County Facilities
Bid No. 16-181
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Renewal
LeGrande Excavating, Inc**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Snow & Ice Removal - City and County Facilities
Bid No. 16-181
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
LeGrande Excavating, Inc**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

**City of Lincoln-Lancaster County Public Building Commission
Signature Page**

**AMENDMENT TO CONTRACT
Snow & Ice Removal - City and County Facilities
Bid No. 16-181
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
LeGrande Excavating, Inc**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Harry A Koch Co of Lincoln 233 S 13th Street Suite 1650 Lincoln NE 68508-NE	CONTACT NAME: PHONE (A/C No. Ext): 402-435-7100		FAX (A/C, No): 402-435-5624
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Emcasco Insurance Company			21407
INSURER B : Employers Mutual Casualty Company			21415
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 1995853537

REVISION NUMBER:

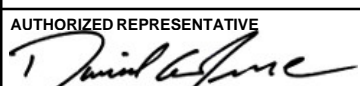
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 OTHER:			5D2855219	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5E2855219	8/1/2018	8/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5J2855219	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			5H2855219	8/1/2018	8/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: Snow & Ice Removal - City and County Facilities
 City of Lincoln, Lancaster County, Lincoln-Lancaster County Public Building Commission are additional insured for general liability and auto liability if required by written contract or agreement executed prior to loss. Waiver of Subrogation applies for workers' compensation if required by written contract executed prior to loss.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln, Lancaster County, Lincoln-Lancaster County Public Bldg Commission 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 
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EMCASCO INSURANCE COMPANY

POLICY NUMBER: 5E2-85-52---19

LEGRANDE EXCAVATING, INC.

EFF DATE: 08/01/18

EXP DATE: 08/01/19

COMMERCIAL AUTO POLICY
DECLARATIONS

=====
ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*0405B	01-18	PRIVACY NOTICE	
*3003C	05-10	GLASS REPAIR FORM	
*BMC-90	-	MOTOR CARRIER BI & PD LIABILITY	
*CA0001	10-13	BUSINESS AUTO COVERAGE FORM TERRORISM COVG INCL IN MAIN COV FORM	\$ 39
*CA0156	11-13	NEBRASKA CHANGES	
*CA0221	12-17	NEBRASKA CHANGES - CANCELLATION	
*CA0301	10-13	DEDUCTIBLE LIABILITY COVERAGE	
*CA2070	10-13	COV FOR CERTAIN OPERATIONS RAILROAD SCHEDULED RAILROAD AND DESIGNATED JOB SITE: SCHEDULED RAILROAD: ANY RAILROAD DESIGNATED JOB SITES: - ANY PROJECT WHERE REQUIRED BY CONTRACT	
*CA2170	10-13	NE UNINSURED/UNDERINS MOTORISTS COV	
*CA7001A	11-15	COMM AUTO DECLARATIONS/ADDIT'L ITEMS	
*CA7002A	11-15	COMM AUTO DECLARATIONS - ITEMS 4 & 5	
*CA7007	11-15	QUICK REFERENCE BUSINESS AUTO FORM	
*CA7093A	03-09	UM/UIM SUPPLEMENTAL SCHEDULE	
*CA7312	11-15	RENTAL VEHICLE EXTENSIONS	
*CA7313	11-15	PREJUDGMENT INTEREST	
*CA7450	11-17	COMMERCIAL AUTO ELITE EXTENSION	
*CA8112.2	11-15	IMPT NOTICE - PAYMENT FOR AFTERMARKET	
*CA8232	01-18	POLICYHOLDER NOTICE	
*CA8297	04-18	2018 COMMERCIAL AUTO POLICYHOLDER	
*CA9935	11-13	NEBRASKA AUTO MEDICAL PAYMENTS	
*CA9944	10-13	LOSS PAYABLE CLAUSE	
*CA9948	10-13	POLLUTION LIAB BROADND COV/COV AUTOS	
*FORM F	-	UNIFORM MOTOR CARRIER BI & PD	
*IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL8576	09-09	MEDICARE IMPT NOTICE TO POLICYHOLDER	
*MCS-90	-	PUBLIC LIABILITY ENDST FOR MOTOR CAR	

DATE OF ISSUE: 07/26/18

FORM: IL7131A (ED. 04-01)

008

JM

5E28552 1901

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. AUTOMATIC ADDITIONAL INSURED

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization 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 covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement,

whichever is less.

C. EMPLOYEES AS INSURED

The following is added to the **Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance Condition** in the **Business Auto Coverage Form** is replaced by the following:

For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

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 or All Persons or Organizations subject to a Written Contract requiring such a Waiver Agreement

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 Insured	LeGrande Excavating Inc.	Effective Policy No. 5H2855219	Endorsement No. Premium
Insurance Company	Employers Mutual Casualty Company	Countersigned by	_____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Where required by contract.</p> <p>Coverage is provided on a primary non-contributory basis</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
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 location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where required by contract. Coverage is provided on a primary non contributory bases	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
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.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured 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.

B. 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" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions; reports,

surveys, 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 the 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 the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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

D. The following is added to the **Other Insurance** Condition and supersedes any provision 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:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) 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.

E. All other terms and conditions of this policy remain unchanged.