

BILL NO.: 13-0425

ORDINANCE NO: 13-0243

INTRODUCED BY: COUNCIL MEMBER(s) Waymon

1 AN ORDINANCE AWARING THE BID FOR A CERTAIN PUBLIC  
 2 WORKS PROJECT TO THE LOWEST RESPONSIVE BIDDER AS  
 3 REFLECTED IN THE RESPONSES TO A CERTAIN INVITATION FOR BID;  
 4 AND AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY  
 5 NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE  
 6 AWARD OF THE BID FOR A PROJECT IN COUNCIL DISTRICT 6.

7 WHEREAS, Jefferson County, Missouri, (hereafter, the "County") in response to  
 8 a certain Invitation for Bid issued by the County, received bids for the following project

9	<u>Bid Project Name</u>
10	Fountain City Road Bridge
11	<u>Number of Bids Received</u>
12	10
13	<u>Date of Bid Opening</u>
14	04-02-2013

15 WHEREAS, after reviewing the bids set forth above, the County has determined  
 16 that a certain bid represents the lowest responsive bid for the respective project and meets  
 17 the bid proposal specifications issued by the County, conditional on the concurrence of  
 18 the Missouri Department of Transportation and the Federal Highway Administration; and

19 WHEREAS, the Jefferson County, Missouri, Council finds it is in the best  
 20 interests of the County to award the bid to L. F. Krupp Construction, Inc. upon approval

**FILED**

APR 29 2013

**WES WAGNER**  
COUNTY CLERK OF JEFFERSON COUNTY, MO

1 by the County Council, the County Executive, the Missouri Department of Transportation  
2 and the Federal Highway Administration for an amount not to exceed \$598,246.00. A  
3 copy of said agreement is attached hereto as Exhibit A.

4 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,**  
5 **COUNCIL, AS FOLLOWS:**

6 Section 1. The County awards the following bid which is incorporated by this  
7 reference as if fully set out herein, to the lowest responsive bidder for the project as  
8 follows:

9 BID NAME

10 Fountain City Road Bridge

11 TERM

12 Upon approval by the County Council and County Executive until completed

13 AMOUNT

14 Up to \$598,246.00 subject to budgetary limitations

15 AWARDED BIDDER

16 L.F. Krupp Construction, Inc.

17 Section 2. The Jefferson County, Missouri, Council hereby authorizes the County  
18 Executive to execute any agreements or contracts necessary to effectuate the award of the  
19 bid set forth in this Ordinance. A copy of said agreement is attached hereto as Exhibit A.  
20 The County Executive is further authorized to take any and all actions necessary to carry  
21 out the intent of this Ordinance.

1            Section 3. Copies of the Invitation for Bid, responses thereto, and any contract  
2 agreements shall be maintained by the Department of the County Clerk consistent with  
3 the rules and procedures for the maintenance and retention of records as promulgated by  
4 the Secretary of State.

5            Section 4. This Ordinance shall be in full force and effect from and after its date  
6 of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall  
7 not affect the remainder of this Ordinance.

**THIS ORDINANCE BEING DULY INTRODUCED, THE MEMBERS OF  
THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS**

Council Member District 1, Don Bickowski	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>absent</u>
Council Member District 3, Robert Boyer	<u>Yes</u>
Council Member District 4, George Engelbach	<u>Yes</u>
Council Member District 5, Terri Kreidler	<u>Yes</u>
Council Member District 6, Cliff Lane	<u>Yes</u>
Council Member District 7, Kelly Waymon	<u>Yes</u>

**THIS ORDINANCE IS PASSED THIS 22nd DAY OF APRIL 2013.**

  
\_\_\_\_\_  
Kelly Waymon, County Council Chair

ATTEST:

Wes Wagner  
Wes Wagner, County Clerk

By Amy Aivale  
Deputy Clerk

APPROVED THIS 23<sup>RD</sup> DAY OF APRIL 2013.

Kenneth B. Waller  
Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

Wes Wagner  
Wes Wagner, County Clerk

By Amy Aivale  
Deputy Clerk

First Reading: 04-22-2013

## AGREEMENT FORM

THIS AGREEMENT is dated as of April 22, in the year 2013 by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and L. F. Krupp Construction, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of \$598,246.00, agree as follows:

### ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the Fountain City Road Bridge. The work is generally described as follows:

The work, in general, will consist of the bridge replacement, realignment of the roadway, placing fill, bituminous surfacing, guardrail placement, and creek channel improvements.

### ARTICLE 2. ENGINEER

The County has designated the Director of Public Works, who is hereinafter called ENGINEER and who has the authority assigned to OWNER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE 3. CONTRACT TIME

3.1 The work will be completed and ready for final payment in accordance with paragraph 23 of the General Conditions within **80 working days** after the date when the Contract Time commences to run. Allowances will be made for weather conditions and other occurrences beyond the control of the CONTRACTOR.

If the CONTRACTOR is unable to begin work as required, the ENGINEER shall be notified in writing. Unless the ENGINEER gives written approval for a delay in beginning the work, calendar days will begin to be counted for liquidated damages. The count will continue until the CONTRACTOR begins full operation. The count will resume when work is suspended, or full operation is not maintained.

3.2 Liquidated Damages. The Contractor agrees that should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this contract, the Contractor shall pay the County, not as a penalty but as **liquidated damages**, a sum equal to **Nine Hundred Fifty Dollars (\$950.00)** for each working day (excluding Saturdays, Sundays and Legal Holidays) elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of the full completion.

**FILED**

**JUN 18 2013**

**WES WAGNER**  
COUNTY CLERK OF JEFFERSON COUNTY, MO.

## ARTICLE 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the contract documents in current funds.

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
<b>ROADWAY ITEMS</b>					
201-99.19	Clearing and Grubbing	Acre	1.3	\$ 5000.00	\$ 6500.00
202-20.10	Removal of Improvements	L.S.	1	\$ 4000.00	\$ 4000.00
203-10.00	Class A Excavation	Cu. Yd.	435	\$ 6.00	\$ 2610.00
203-55.00	Embankment in Place	Cu. Yd.	3340	\$ 9.50	\$ 31730.00
203-60.00	Compacting Embankment	Cu. Yd.	3665	\$ 1.00	\$ 3665.00
203-70.75	Compacting In Cut	STA	10	\$ 250.00	\$ 2500.00
205-10.10	Modified Subgrade	Sq. Yd.	80	\$ 25.00	\$ 2000.00
206-30.00	Class 3 Excavation	Cu. Yd.	611	\$ 3.50	\$ 2138.50
304-05.04	Type 5 Aggregate for Base (4" Thick)	Sq. Yd.	3362	\$ 4.00	\$ 13448.00
310-50.03	Gravel (A) or Crushed Stone (B)	Sq. Yd.	112	\$ 5.50	\$ 616.00
401-12.09	Bituminous Pavement Mixture PG64-22, (BP-1)	Ton	336	\$ 68.00	\$ 22848.00
401-30.00	Bituminous Pavement Mixture PG64-22 (Base)	Ton	1331	\$ 63.00	\$ 83853.00
408-10.11	Prime-Liquid Asphalt RC 70	Gal	10	\$ 20.00	\$ 200.00
606-10.10	Guardrail Type A	Lin. Ft.	175	\$ 18.00	\$ 3150.00
606-23.00A	Transition Section, 6.5 FT. Posts	Each	4	\$ 300.00	\$ 1200.00
606-24.00	Bridge Anchor Section (Thrie Beam)	Each	4	\$ 1800.00	\$ 7200.00
606-30.15	Type A Crashworthy End Terminal	Each	4	\$ 1800.00	\$ 7200.00
608-50.07	Paved Approach, 7 in.	Sq. Yd.	35	\$ 60.00	\$ 2100.00
609.10.52	Curb and Gutter Type B	Lin. Ft.	262	\$ 23.00	\$ 6026.00
609-60.20	Furnishing Type 2 Rock Ditch Liner	Cu. Yd.	20	\$ 25.00	\$ 500.00

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
609-60.42	Placing Type 2 Rock Ditch Liner	Cu. Yd.	20	\$ 16.00	\$ 320.00
609-70.00	Rock Lining	Cu. Yd.	18	\$ 41.00	\$ 738.00
611-30.20	Furnishing Type 2 Rock Blanket	Cu. Yd.	171	\$ 24.00	\$ 4104.00
611-30.40	Placing Type 2 Rock Blanket	Cu. Yd.	171	\$ 15.00	\$ 2565.00
618-10.00	Mobilization	L.S.	1	\$ 37550.50	\$ 37550.50
624-01.03A	Permanent Erosion Control Geotextile	Sq. Yd.	312	\$ 3.00	\$ 936.00
627-40.00	Contractor Furnished Surveying & Staking	L.S.	1	\$ 5000.00	\$ 5000.00
726-99.03	48 in. Class III Reinforced Concrete Pipe	Lin. Ft.	206	\$ 100.00	\$ 20600.00
732-06.48	48 in. (1200 MM) Precast Concrete Flared End Sections	Each	1	\$ 2850.00	\$ 2850.00
732-10.20A	48 in. (1200 MM) or Allowed Substitute Safety Slope End Section	Each	1	\$ 8000.00	\$ 8000.00
805-10.00A	Seeding - Cool Season Mixtures	Acre	0.8	\$ 2500.00	\$ 2000.00
805-20.00A	Seeding - Warm Season Mixtures	Acre	0.8	\$ 3000.00	\$ 2400.00
806-10.16	Sediment Removal	Cu. Yd.	20	\$ 25.00	\$ 500.00
806-10.17	Temporary Seeding and Mulching	Acre	0.8	\$ 1600.00	\$ 1280.00
806-10.19	Silt Fence	Lin. Ft.	1211	\$ 2.00	\$ 2422.00
806-10.22	Type II Ditch Check	Each	7	\$ 165.00	\$ 1155.00
806-41.23	Type 4 Erosion Control Blanket	Sq. Yd.	511	\$ 3.00	\$ 1533.00
<b>Subtotal Roadway Items:</b>					\$ 297,438.00
<b>BRIDGE ITEMS</b>					
206-10.00	Class 1 Excavation	Cu. Yd.	107	\$ 30.00	\$ 3210.00
216-05.00	Removal of Bridges	L.S.	1	\$ 4500.00	\$ 4500.00
503-10.10	Bridge Approach Slab (Bridge)	Sq. Yd.	221	\$ 215.00	\$ 47515.00
702-10.10	Structural Steel Piles ( 10 inch)	Lin. Ft.	315	\$ 43.00	\$ 13545.00

Item No.	Item Description	Unit	Quantity	Unit Price	Amount
702-60.00	Pre-Bore For Piling	Lin. Ft.	289	\$ 105.00	\$ 30345.00
702-70.00	Pile Point Reinforcement	Each	18	\$ 90.00	\$ 1620.00
703-20.03	Class B Concrete (Substructure)	Cu. Yd.	42	\$ 455.00	\$ 19110.00
703-42.13	Slab on Concrete I-Girder	Sq. Yd.	346	\$ 200.00	\$ 69200.00
705-60.02	Type 4 (45 in) Prestressed Concrete I-Girder	Lin. Ft.	444	\$ 170.00	\$ 75480.00
712-33.01	Steel Intermediate Diaphragm for P/S Girders	Each	5	\$ 385.00	\$ 1925.00
713-40.00	Bridge Guard Rail (Thrie Beam)	Lin. Ft.	188	\$ 135.00	\$ 25380.00
715-10.01	Vertical Drain at End Bents	Each	2	\$ 1100.00	\$ 2200.00
716-10.03	Laminated Neoprene Bearing Pad (Tapered)	Each	12	\$ 295.00	\$ 3540.00
<b>Subtotal Bridge Items:</b>					\$ 297,570.00
<b>SIGNING/STRIPING ITEMS</b>					
616-10.05	Construction Signs	Sq. Ft.	132	\$ 9.00	\$ 1188.00
616-10.30	Type III Moveable Barricade	Each	2	\$ 150.00	\$ 300.00
620-60.00B	4" White Acrylic Waterborne Pavement Marking Paint	Lin. Ft.	1750	\$ 0.50	\$ 875.00
620-60.01B	4" Yellow Acrylic Waterborne Pavement Marking Paint	Lin. Ft.	1750	\$ 0.50	\$ 875.00
<b>Subtotal Striping Items:</b>					\$ 3,238.00

**PROJECT TOTAL \$ 598,246.00**



## ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Paragraph 26 of the General Conditions. The Engineer as provided in the General Conditions will process application for Payment.

5.1 Progress Payment. Owner will make progress payments per the Contract Bid Price on the basis of the Contractor's Application of Payment as recommended by the Engineer, on or about the First day of each month during the construction as provided below. All progress payments will be on the basis of the Work measured on the job site according to unit of measurement as shown within the job special provisions or Missouri Standard Specifications.

- 5.1.1 The Owner may initiate withholding of retainage as provided by Section 109.9 of the Missouri Standard Specifications for Highway Construction. Release of any retained percentage shall be as provided by Section 109.9.
- 5.1.2 When the Contractor receives any payment from the Owner, the Contractor shall make prompt payment to subcontractors and suppliers as provided by Section 109.13 of the Missouri Standard Specifications for Highway Construction.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 26 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by the ENGINEER.

## ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the County to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal laws, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site of otherwise affecting cost, progress or performance of the Work which were relied upon by the ENGINEER in the preparation of the Drawings and Specifications. When the information is available it will either be included in the bid documents or made available at the Jefferson County Public Works Department for the Contractor's review.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 9

## ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

## ARTICLE 9. OTHER PROVISIONS

9.1 Access to records. In connection with this Contract the County shall have access to any books, documents, papers, and records of the CONTRACTOR, which are directly pertinent to this project for the purpose of making an audit, examination, excerpts, and transcriptions.

9.2 Applicable Laws and Regulations. The CONTRACTOR expressly agrees to comply with all applicable rules and regulations as set forth in the Contract Documents or as may be required by law, and further agrees to submit all certifications, notices, and affirmative action plans as may now or hereafter be required, and to place such conditions and provisions in any and all subcontracts as may be required.

9.3 Conflict of Interest. The CONTRACTOR covenants that he or she presently has not interest of any kind and shall not acquire any type of interest, direct or indirect, in the program or any property therein, which would conflict in any manner or degree with the performance of his or her services and obligation hereunder. The CONTRACTOR further covenants that in the performance of this contract, no person known to have any conflicting interest shall be knowingly employed in the performance of this Contract.

## ARTICLE 10. VENUE

10.1 It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County, Missouri.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in quadruplicate. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

FOR: JEFFERSON COUNTY, MISSOURI

BY: Kenneth Waller Date: 6/17/2013  
COUNTY EXECUTIVE

ATTEST: Wes Wagner Amy Awole  
COUNTY CLERK DEPUTY CLERK

FOR: L.F. Krupp Construction, Inc.

BY: Mark Reizer Date: June 10, 2013  
CONTRACTOR Mark Reizer, President

ATTEST: Shari Dawson

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Dorothy Stapp  
COUNTY AUDITOR

APPROVED AS TO FORM

[Signature]  
COUNTY COUNSELOR

# CONTRACT PERFORMANCE BOND

Bond #105927488

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned L.F. Krupp Construction  
Inc., DBA Krupp Construction of 415 Old State Road, Ballwin, MO 63021  
(firm)

\*a (corporation) duly authorized by law to do business as a construction contractor in the  
(partnership)

State of Missouri (hereinafter called the "Contractor"), and Travelers Casualty and Surety  
Company of America (hereinafter called the "Surety"), a corporation

duly authorized to do a Surety business under the laws of the State of Missouri, are held

firmly bound unto Jefferson County, (hereinafter called the "County"), in the penal sum  
Five Hundred Ninety Eight Thousand, Two Hundred Forty Six and  
of NO/100----- Dollars (\$598,246.00--), lawful money of the United States, for the

payment of which to be made unto said County, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents as  
follows:

The conditions of this obligation are such that, whereas on the 22nd day  
of April, 2013, the said Principal entered into a written Agreement, which  
Agreement is hereby made a part hereof, with the said County for the construction of  
Fountain City Road Bridge STP-5403(629).

NOW THEREFORE, if the said Principal shall faithfully and properly perform the  
foregoing Contract according to all the terms thereof, and shall, as soon as the work  
contemplated by said contract is completed, pay to the proper parties all amounts due for  
all labor and material required by this contract in the construction work, and all insurance

premiums for both compensation and all other kinds of insurance on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise it shall remain in full force and effect, and may be sued on for the use and benefit by any person furnishing material or performing labor, either as an individual or as a subcontractor, for any contractor in the name of said County.

Every Surety on this bond shall be deemed held, any contract on the contrary notwithstanding, to consent without notice.

- a) To the extension of time to the Contractor in which to perform the contract.
- b) To changes in the plans, specifications, amount of work or contract.

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in Four (4) original counterparts as of the 5th day of June, 2013.

L.F. Krupp Construction, Inc. dba  
Krupp Construction

(SEAL)

Attest:

[Signature] By [Signature]  
Mark Reizer, President

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183-6014

(SEAL)

Attest:

[Signature] By [Signature]

Susan M. Stefanski, Attorney-in-Fact  
c/o USI Midwest, Inc.  
308 North 21st Street  
St. Louis, MO 63103

# PAYMENT AND MATERIALS BOND

Bond #105927488

KNOW ALL MEN BY THESE PRESENT, that we, L.F. Krupp Construction Inc. DBA Krupp Construction, 415 Old State Road Ballwin, MO 63021 Principal and Address, as Principal, and Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183-6014 Surety and Address, as Surety, are held and firmly bond unto The County of Jefferson, Missouri, hereinafter called Obligee,

in the amount of \$598,246.00----, for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, trustees, and assigns firmly by these presents.

WHEREAS, the Principal has entered into a contract with Obligee for Fountain City Road Bridge STP-5403(629); and describe briefly

WHEREAS, the Obligee requires that the Principal enter into a surety bond satisfying the terms of Section 107.170 R.S.Mo.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall pay, or cause to be paid in full, the claims of all persons performing labor upon, or furnishing materials to be used in, or furnishing appliances, equipment or power contributing to such work under said contract, then this obligation shall be void; otherwise to remain in full force and effect. The total amount of surety's liability under this bond shall in no event exceed the amount hereof, and in no event shall the undertaking hereby be construed to impose liability on the surety beyond that required by the terms of Section 107.170 R.S.Mo.

Signed and sealed this 5th day of June, 20 13.

L.F. Krupp Construction Inc. DBA Krupp Construction  
PRINCIPAL

By Mark Birzer, President

Travelers Casualty and Surety Company of America  
SURETY

By Susan M. Stefanski, Attorney-in-Fact

(ACKNOWLEDGMENT FOR PRINCIPAL)  
(ACKNOWLEDGMENT AND POWER OF ATTORNEY FOR SURETY)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223578

Certificate No. 005365431

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dennis D. Flatness, Dennis W. Lutz, Taffra S. Holman, Susan M. Stefanski, Barbara J. Lemm, and Mark A. Latini

of the City of St. Louis, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of February, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this 12th day of February, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/12/2013

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).

<b>PRODUCER</b> NEC Insurance Inc 308 Noonan Drive Pacific MO 63069		<b>CONTACT NAME:</b> Jill Politte <b>PHONE (A/C No. Ext):</b> (636) 271-2481 <b>FAX (A/C. Nol):</b> (636) 271-6956 <b>E-MAIL ADDRESS:</b> jillp@necins.com	
<b>INSURED</b> L.F. Krupp Construction Inc 415 Old State Road Ellisville MO 63021-5927		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Bituminous Fire & Marine Ins NAIC # 20109 <b>INSURER B:</b> St Paul Fire & Marine 24767 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1352205657                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CLP3586791	5/1/2013	5/1/2014	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	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		CAP3586792	5/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP-10P3136A-13-NF	5/1/2013	5/1/2014	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A WC3586789	5/1/2013	5/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/rented equipment		CLP3586791	5/1/2013	5/1/2014	Limit \$250,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Project: Fountain city Rd. Bridge, STP-5403 (629). The County of Jefferson, Missouri and its employees are named as additional insured for general liability, and automobile liability with respect to work performed by named insured only when this additional insured coverage is required by a signed contract between the insured and additional insured. Coverage is Primary & Non Contributor with respect to General Liability. \*The Issuing Insurer will Endeavor to Mail 30 Days Written Notice to the Certificate Holder. a 10 Day Notice of Cancellation for Non-Payment of Premium\*

<b>CERTIFICATE HOLDER</b>  Jefferson County Director of Public Works 725 Maple St. Po Box 100 Hillsboro, MO 63050	<b>CANCELLATION</b>  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  W Dunnegan/JPOLIT
--	---



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TRANSPORTATION 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 type="checkbox"/> Partnership and Joint Venture Extension  | N. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits   |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage -- Ongoing Operations   | O. <input checked="" type="checkbox"/> Fellow Employee Coverage  |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation   | P. <input type="checkbox"/> Property Damage Liability - Elevators  |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal                               | Q. <input type="checkbox"/> Property Damage to the Named Insured's Work  |
| E. <input type="checkbox"/> Unintentional Failure to Disclose Hazards  | R. <input type="checkbox"/> Care, Custody or Control   |
| F. <input type="checkbox"/> Broadened Mobile Equipment   | S. <input type="checkbox"/> Electronic Data Liability Coverage   |
| G. <input type="checkbox"/> Personal and Advertising Injury - Contractual Coverage                               | T. <input type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage   |
| H. <input type="checkbox"/> Nonemployment Discrimination   | U. <input checked="" type="checkbox"/> Automatic Additional Insureds -- Managers or Lessors of Premises  |
| I. <input type="checkbox"/> Liquor Liability   | V. <input type="checkbox"/> Automatic Additional Insureds -- State or Governmental Agency or Political Subdivisions -- Permits or Authorizations |
| J. <input type="checkbox"/> Broadened Conditions   | W. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage -- Completed Operations                                 |
| K. <input type="checkbox"/> Automatic Additional Insureds -- Equipment Leases                                    | X. <input type="checkbox"/> Additional Insured -- Engineers, Architects or Surveyors   |
| L. <input type="checkbox"/> Suits Against Dredges and Barges   |  |
| M. <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 **9. 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.

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.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** :

**2.e.** 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 INSUREDS - 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. SUITS AGAINST DREDGES AND BARGES**

We agree that any "suit" in rem against any dredge or barge owned, operated by or for you, and used in your operations, shall in all respects be treated in the same manner as though the "suit" were against you.

This coverage is excess over and above any specific insurance on any dredge or barge owned, operated by or for you, and used in your operations.

#### **M. 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.

#### **N. 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.

**O. 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.

**P. PROPERTY DAMAGE LIABILITY - ELEVATORS**

"Property damage" liability is changed as follows:

- 1. Exclusions 2.j.(3) and 2.j.(4) of **SECTION I, COVERAGE A** , do not apply to the use of elevators.
- 2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is changed accordingly.

**Q. 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.

**R. 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 thereto, 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.

**S. 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.

#### **T. 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 multifamily 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.

#### **U. AUTOMATIC ADDITIONAL INSURED - 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.

#### **V. 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.

#### **W. 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.

#### **X. 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.