

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	* Yes _____		No _____		
Does this item include the use of federal funds?	Yes _____		No <u>X</u> _____		
Budget Account No.:	Fund _____	Department _____	Unit _____	Object _____	
Reporting Category	_____				

B. Recommended Sources of Funds/Summary of Fiscal Impact:

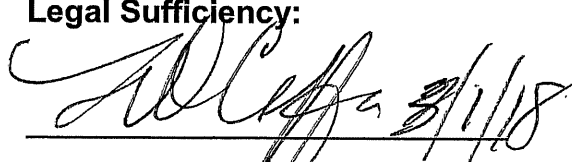
*Fiscal impact cannot be determined at this time.
 Work under the Contract is authorized on a task order basis. Budget is available in various capital project accounts or a budget transfer will be requested prior to or concurrent with task orders being authorized.

C. Department Fiscal Review: *S. Neary*

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Dev. and Control Comments:

 _____ OFMB <i>2/22/18</i> <i>2/22/18</i>	 _____ Contract Development and Control <i>2/28/18</i>
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B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

ASSIGNMENT ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (the "Assignment") is made and entered into this _____ by and between CB&I Environmental & Infrastructure, Inc. ("**Assignor**"), Aptim Environmental & Infrastructure, Inc., ("**Assignee**") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "**County**").

WHEREAS, pursuant to this Assignment, Assignor has agreed to assign and deliver to Assignee and Assignee has agreed to accept and assume from Assignor, the "Contract", as hereinafter defined, including all rights, claims, interests, and obligations with respect thereto; and

WHEREAS, the County has agreed and consented to the assignment of the Contract according to the terms and conditions set forth herein by its execution of this Assignment.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Contract. The agreement to be assigned is the Contract for Professional Consultant Services Between Palm Beach County and CB&I Environmental & Infrastructure, Inc. (R2016-1523) dated October 18, 2016 together with Task Order Authorizations ("TOA") Nos. 1523-01, 1523-02 and 1523-03 issued pursuant thereto (the contract and the TOA's together form the "Contract").

Section 2. Assignment and Effective Date. Assignor hereby conveys, transfers and assigns its rights, title and interest in, to, and under the Contract to Assignee, as of March 13, 2018 (hereinafter the "Effective Date"), including all of Assignor's rights and obligations, and Assignee hereby assumes all of Assignor's rights and obligations, in, to and under the Contract with County, subject to the County's permission.

Section 3. Assignee's Acceptance and Assumption. Assignee hereby accepts the assignment to it of Assignor's rights, title and interest in, to, and under the Contract and hereby expressly assumes the performance of each of the terms, conditions, covenants, warranties, guarantees, obligations, liabilities and duties of the Assignor under the Contract, effective as of and beginning on, the Effective Date (and not the result of a violation, breach, or failure to perform occurring prior to the Effective Date of this Assignment) and Assignee hereby assumes and agrees to pay all debts, obligations, and liabilities of Assignor under the Contract that accrue on or after the Effective Date of this Assignment (and not the result of a violation, breach, or failure to perform occurring prior to the Effective Date of this Assignment).

Section 4. No Waiver or Release. Notwithstanding any other clause or provision in this Assignment, this Assignment is not intended to act as a release, waiver or relinquishment of any claims, demands, warranties, damages, causes of action or rights of County relating to Assignor and all such rights are reserved by County and shall remain notwithstanding this Assignment, to the extent they arise from or are related to the terms, conditions, covenants, obligations, liabilities and duties of Assignor existing prior to the Effective Date of this Assignment.

Section 5. Payment for Work in Process and Completed Work. Assignor is conveying, transferring and assigning all rights to payment for work and services performed under the Contract to Assignee as of the Effective Date. In order to transition work in process payments, each invoice, payment certification and requisition, or other request for payment due, received by County before the Effective Date, regardless of the dates of services or work performed, will be processed by County and if approved, paid to Assignor. Each invoice, payment certification and requisition, or other request for payment received

by County on or after the Effective Date, regardless of the dates of service or work performed, shall be processed by County and if approved, shall be paid to Assignee.

Section 6. Hold Harmless and Indemnity. In the event County is made a party to an action between Assignee and Assignor, or involving any third party, arising out of this Assignment, the Assignee and the Assignor shall each agree to indemnify, defend and hold County, its elected officials, employees and agents, harmless from and against any such claim, demand, cause of action, economic losses, damages, and costs and expenses (including reasonable legal fees and costs of investigation) that arise from, out of, or as a result of, this Assignment.

Section 7. Appointment. Assignor hereby irrevocably appoints Assignee, its successors and assigns, as the attorney and agent of Assignor, in Assignor's name and stead, to enforce the provisions of the Contract beginning on the Effective Date.

Section 8. Acknowledgement. By signing below, the County agrees, subject to the terms of this Assignment, to Assignor's assignment of all of its rights and obligations under the Contract beginning on the Effective Date. By signing below, the County acknowledges the assignment and transfer will not constitute a breach or default of the Contract by Assignor. The County acknowledges that Assignor and Assignee are relying on this consent in connection with this Assignment. Assignor acknowledges its continuing responsibilities as set forth in this Assignment.

Section 9. Notices. Beginning on the Effective Date, any and all notices required under the Contract and all payments to be paid under the Contract will be delivered to Assignee, at:

Thomas P. Pierro, P.E., D.CE
Aptim Environmental & Infrastructure, Inc.
2481 NW Boca Raton Blvd.
Boca Raton, FL 33431

Section 10. Consent. The County's consent is effective when this Assignment has been executed by all parties and approved by the Board of County Commissioners.

Section 11. Authority. The undersigned signatory for Assignor does hereby attest and affirm that he has the current lawful authority to execute this Assignment on behalf of the Assignor and that the assignment is not made with intent to hinder or defraud creditors, or interfere with lawful rights of other persons or entities, or for any other unlawful purpose.

Section 12. Ratification. Except as expressly modified herein, the Contract is hereby ratified, confirmed and remains in full force and effect.

Section 13. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Florida without giving effect to its conflict of laws principles.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the day first above written.

ATTEST:
SHARON R. BOCK
Clerk and Comptroller

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

SEAL

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: Michael Stahl for
Robert Robbins, Director
Environmental Resources Management

CB&I Environmental & Infrastructure, Inc.
(Assignor)

Aptim Environmental & Infrastructure, Inc.
(Assignee)

By: Thomas P. Pierro
(Signature)

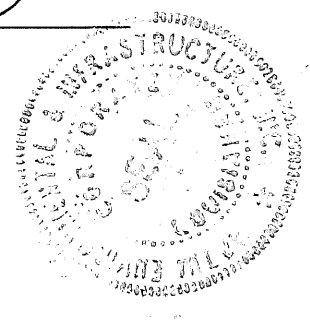
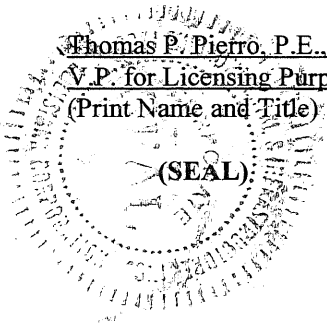
By: Thomas P. Pierro
(Signature)

Thomas P. Pierro, P.E., D.CE.
V.P. for Licensing Purposes
(Print Name and Title)

Thomas P. Pierro, P.E., D.CE.
V.P. for Licensing Purposes
(Print Name and Title)

(SEAL)

(SEAL)



ATTACHMENT 2



Tom Schedler

SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

a copy of an Amendment to the Articles of Incorporation of

CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.

Domiciled at BATON ROUGE, LOUISIANA, changing the corporate name to

APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.

Was filed and recorded in this Office on July 07, 2017.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

July 7, 2017

Secretary of State

AP 35256487D



Certificate ID: 10846699#PKUA4

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov



July 25, 2017

FLORIDA DEPARTMENT OF STATE

Division of Corporations

APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC. **CORRECTION
4171 EASEN LANE
ATTN: DEBRA J. ROBERSON
BATON ROUGE, LA 70809

Re: Document Number F02000002878

The Amendment to the Application of a Foreign Corporation for CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC. which changed its name to APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC., a Louisiana corporation authorized to transact business in Florida, was filed on July 20, 2017.

This document was electronically received and filed under FAX audit number H17000189765.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Diane Cushing
Senior Section Administrator
Division of Corporation

Letter Number: 217A00014950



CERTIFICATE OF LIABILITY INSURANCE

6/30/2018

DATE (MM/DD/YYYY)
1/26/2018

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).

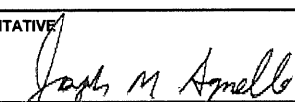
PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : Indian Harbor Insurance Company		NAIC # 36940
INSURED 1429034 CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC. APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC. A SUBSIDIARY OF APTIM HOLDING CORP. 4171 ESSEN LANE BATON ROUGE LA 70809	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 14807570 **REVISION NUMBER:** XXXXXXXX

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input 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			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	CEO7446423	6/30/2017	6/30/2018	\$1,000,000 PER OCCURRENCE; \$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
COASTAL AND MARINE ENGINEERING ANNUAL PROFESSIONAL SERVICES ON A TASK ORDER BASIS. RETROACTIVE DATE: FULL PRIOR ACTS ON A CLAIMS MADE BASIS.

CERTIFICATE HOLDER 14807570 PALM BEACH COUNTY ATTN: ERM DIRECTOR 2300 NORTH JOG ROAD 4TH FLOOR WEST PALM BEACH FL 33411	CANCELLATION 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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CERTIFICATE OF LIABILITY INSURANCE

6/30/2018

DATE (MM/DD/YYYY)
1/26/2018

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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 LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Greenwich Insurance Company		22322
INSURER B : XL Specialty Insurance Company		37885
INSURER C : Liberty Mutual Insurance Company		23043
INSURER D : Navigators Insurance Company		42307
INSURER E :		
INSURER F :		

INSURED
1431671 CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.
APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.
A SUBSIDIARY OF APTIM HOLDING CORP.
4171 ESSEN LANE
BATON ROUGE LA 70809

COVERAGES CERTIFICATE NUMBER: 14811912 REVISION NUMBER: XXXXXXXX

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 <input checked="" type="checkbox"/> BROAD FORM PD <input checked="" type="checkbox"/> CONT. LIAB & XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CGD7409602	6/30/2017	6/30/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CAD7409603	6/30/2017	6/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CWD7409600 (AOS) CWR7409601 (WI)	6/30/2017 6/30/2017	6/30/2018 6/30/2018	<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
B C D	MARINE HULL PROTECTION & INDEMNITY	N	N	UM00057337MA17A 3CABHOV4001 MHPI POLICY #3	6/30/2017 6/30/2017 6/30/2017	6/30/2018 6/30/2018 6/30/2018	\$1,000,000 PER OCC/\$2,000,000 AGG 5M/5M XS PRIMARY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
COASTAL AND MARINE ENGINEERING ANNUAL PROFESSIONAL SERVICES ON A TASK ORDER BASIS. PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, AND EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED PER THE ATTACHED ENDORSEMENT, AND THIS COVERAGE IS PRIMARY AND NONCONTRIBUTORY, WHERE REQUIRED BY WRITTEN CONTRACT. A WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF THE ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWABLE BY LAW.
USL&H COVERAGE UNDER WORKER'S COMP. POLICY

CERTIFICATE HOLDER 14811912 PALM BEACH COUNTY ATTN: ERM DIRECTOR 2300 NORTH JOG ROAD 4TH FLOOR WEST PALM BEACH FL 33411	CANCELLATION See Attachment 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 <i>Jay M. Agnello</i>
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ADDITIONAL INSURED - AUTOMATIC - OWNERS, LESSEES OR CONTRACTORS

POLICY NO. CGD7409602
EFF DATE OF POL. 6/30/2017
EXP. DATE OF POL 6/30/2018
EFF. DATE OF END. 6/30/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II - Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

However, if you have entered into a construction contract or construction agreement with an additional insured person or organization, the insurance afforded to such additional insured only applies to the extent permitted by law.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I - Coverage A - Bodily Injury And Property Damage Liability and Section I - Coverage B - Personal And Advertising Injury Liability, 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; and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

C. However, regardless of the provisions of paragraphs A. and B. above:

1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

E. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.